

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
May 20, 2021

PRAYER

Mr. Rick LaLance

PLEDGE OF ALLEGIANCE

Ceremonial Items

Proclamation: Siegel Boys' Basketball Team Basketball Team

Consent Agenda

1. Doug Young K9 Trainee Support Building Change Order (Administration)
2. Lease of City Property at Fortress Blvd and Blaze Drive to Rutherford County (Administration)
3. Fire Rescue Station 11 – Change Orders (Administration)
4. Community Development 2021-2022 Annual Action Plan (Community Development)
5. City Paving Contract Renewal (Engineering)
6. City Concrete and Storm Drainage Annual Contract Renewal (Engineering)
7. City Specialty Paving Contract Renewal – Hawkins Asphalt Paving, LLC. (Engineering)
8. Community Investment Program Funds Transfer (Finance)
9. Security Solution City Network Infrastructure (Information Technology)
10. Professional Services Agreement with Tennis Instructor Jason Ontog (Parks & Recreation)
11. Mandatory Referral for Property Donation and Easement Dedication along Cason Trail (Planning)
12. Mandatory Referral for Drainage Easement Abandonment on Goose Creek Lane (Planning)
13. Contract Extension with Heritage Cleaners (Police/Fire Rescue)
14. Asphalt and Concrete Purchase Report (Street)
15. Contract Amendment with TripSpark (Transportation)

New Business

Resolution

16. Resolution 21-R-21: FY21 Budget Amendment (Schools)

Land Use Matters

17. Rezone approximately 0.66 acres located along the west side of Lee Street north of Jackson Street (Planning)
 - a. Public Hearing: Rezone approximately 0.66 acres
 - b. First Reading: Ordinance 21-OZ-08
18. Amending the One East College PUD zoning along East College St. (Planning)
 - a. Public Hearing: Amend PUD
 - b. First Reading: Ordinance 21-OZ-09
19. Rezoning approximately 116.7 acres located along Burnt Knob Road (Planning)
 - a. Public Hearing: Rezone approximately 116.7 acres
 - b. First Reading: Ordinance 21-OZ-10
20. Rezoning approximately 52.9 acres located along Veterans Parkway (Planning)
 - a. Public Hearing: Rezone approximately 52.9 acres
 - b. First Reading: Ordinance 21-OZ-11
21. Planning Commission Recommendations to Schedule Public Hearings (Planning)

FY22 Budget Matters

22. Adoption of Proposed FY22 City Budget (Administration)
 - a. Public Hearing: Adoption of Proposed FY 22 Budgets
 - b. Ordinance 21-O-13: FY 22 Appropriations
 - c. Ordinance 21-O-14: FY 22 Tax Rate
23. Adoption of Proposed FY22 Other Budgets (Administration)
 - a. Resolution 21-R-17: Water Resources
 - b. Resolution 21-R-18: Stormwater Utility Management
 - c. Resolution 21-R-19: City Schools
 - d. Resolution 21-R-20: Evergreen Cemetery
24. Resolution 21-R-16: Other Post-Employment Benefits (OPEB) (Finance)

On Motion

25. Wee Care Daycare Kitchen and Laundry Renovation – Award of Contract (Administration)
26. Water Main Improvement Cost Reimbursement Agreement with Consolidated Utility District – Burnt Knob Rd Property (Administration)
27. Vehicle Purchase for Code Enforcement Inspectors (Building Codes)
28. Lytle Street Improvements – Professional Services Agreement (Engineering)
29. River Rock Beasie Rd. Connection – Professional Services Agreement (Engineering)
30. Agreement for Roof Replacement on Rogers Park Pavilion No. 1 (Parks & Recreation)
31. Purchase of Mobile Surveillance Trailers (Police)
32. Purchase of Property along Butler Drive (Street)
33. Engineering Services Contract for Purchase of property along Butler Drive (Street)
34. Approval of roof replacement for the Water Resource Recovery Facility (Water Resources)

Licensing

Board & Commission Appointments

35. Rutherford County Library System Board of Directors

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Doug Young K9 Trainee Support Building Change Order

Department: Administration

Presented by: Kayla Walker, Project Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Change order for Doug Young K9 Trainee Support Building.

Staff Recommendation

Staff recommends approval of the change order, increasing the amount of the overall construction contract by \$16,193.

Background Information

The City contracted with Boyce Ballard Construction, LLC to construct the Doug Young K9 Trainee Support Building with a contract value of \$364,238.

During construction, several necessary items were added, and a few deducted from the project scope. Included among these items were fencing changes, added and deducted items from the plumbing and electrical scope, door hardware changes and lumber price increases. A detailed description of the additions and deductions are attached.

Council Priorities Served

Safe and Livable Neighborhoods

The K9 Trainee Support Building provides a safe space for training emergency services.

Fiscal Impact

The construction cost increased by \$16,193, with a final contract cost of \$380,431. This is within the CIP budget for this project.

Attachments

Doug Young K9 Trainee Support Building - Change Order 1

BOYCE BALLARD CONSTRUCTION, LLC

Exhibit D

Subcontractor Request of Change Order (RFCO) & Cost Itemization [TRACKING]

Subcontractors Name:		Page Number:	
Job Name:	Doug Young Public Safety Trainee Support	Date Itemized:	
Project Number:	Boyce Ballard Job No. 20-010	Proposal Request Number:	

DESCRIPTION of CHANGE - Tracking Sheet for Owner Requested Changes

Description	Material			Equipment/Other				Labor			Subcontractor							
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost		Allowance	Extension
Removal of HC ramp				\$0.00				\$0.00				\$0.00	1		-\$200.00		-\$200.00	A
Add Gutter and 2 Downspouts at Classroom area				\$0.00				\$0.00				\$0.00	1		\$760.00		\$760.00	B
Leaf Filter added to Gutter at Classroom area				\$0.00				\$0.00				\$0.00	1		\$400.00		\$400.00	C
Change to 250A Electrical service & add 100A disconnect for Compressor				\$0.00				\$0.00				\$0.00	1		\$2,271.72		\$2,270.72	D
Add water supply at Classroom area for misting				\$0.00				\$0.00				\$0.00	1		\$595.13		\$595.13	E
Delete Guardian Hood	1.00		\$48.38	\$48.38				\$0.00				\$0.00	1		-\$2,322.00		-\$2,322.00	F
Added 4" Data from Street to Supply Room & Data locations per City Request				\$0.00				\$0.00				\$0.00	1		\$1,852.18		\$1,852.18	G
Add Concrete ramp for Mower & Truck Entrance to K-9 training area	6.00		\$96.00	\$576.00				\$0.00				\$0.00	1		\$1,500.00		\$1,500.00	H
Requested Fencing and Gate Changes													1		\$1,408.00		\$1,408.00	I
Storm drainage boots and piping to RCP	1.00		\$442.00	\$442.00	3.00		\$125.00	\$375.00				\$0.00	6		\$50.00		\$300.00	J
Added (2) Zurn Wall Mounted Utility Sinks				\$0.00				\$0.00				\$0.00	1		\$148.95		\$148.95	K
Add (4) GFCI receptables at Canopy Corners													1		\$1,276.75		\$1,276.75	L
Aid to Increase in Lumber Prices													1		\$4,000.00		\$4,000.00	M
Delete (1) Canopy PB Light Fixture													1		-\$196.30		-\$196.30	N
3/4" Stone around Building													1		\$516.57		\$516.57	O
Owner requested to Change Bathroom Hardware to Locksets													1		\$164.63		\$164.63	P

	Material subtotal	\$1,066.38						Labor Subtotal	\$0.00									
	Sales Tax 9.75%	\$103.97						### Burden	\$0.00									
	Material Costs Inc. Sales Tax Subtotal	\$1,170.35	Equipment Subtotal	\$375.00	Labor Costs Including Burden	\$0.00	Subcontract Costs	\$12,474.63										

Material:	\$1,170.35
Equipment:	\$375.00
Labor:	\$0.00
Subcontractor:	\$12,474.63
M+E+L+S -- Subtotal	\$14,019.98
10.00% Overhead:	\$1,402.00
(M+E+L+S) + OH -- Subtotal	\$15,421.98
5.00% Profit	\$771.10
Cost + OH & P Total:	\$16,193.08
Total	\$16,193.08

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Lease of City Property at Fortress Blvd and Blaze Drive to Rutherford County

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Lease of a portion of the City-owned property at Fortress Blvd and Blaze Drive to Rutherford County for County Clerk Annex, Drivers License station, and related uses.

Staff Recommendation

Approve a *de minimus* lease with Rutherford County for construction of a governmental services building.

Background Information

In April 1998, the City purchased land at the intersection of Fortress Blvd and Blaze Drive to provide for expansion of governmental services at the western portion of the City developed. The City has located a communications tower at this site and more recently, construction of MFRD Station No. 11 was completed and placed into use.

Approximately three years ago the County expressed an interest in constructing an extension of the County Clerk's office to serve citizens on the west side of the City. To provide for planning of a building for these services, in June 2019 Planning Commission and Council approved and the City entered into a MoU with the County to lease the land. Proposed is that lease, which leases the land to the County for 50 years at \$1 per year. This will allow the County to construct a building provide convenient access to services to residents living west of I-24.

Council Priorities Served

Expand infrastructure

Providing government services to citizens on the west side reduces the requirement to drive to the downtown area for services and improves the capacity of existing roadways.

Fiscal Impact

None.

Attachments

1. Proposed Land Lease signed by Mayor Ketron

GROUND LEASE AGREEMENT

THE PARTIES to this Ground Lease Agreement ("Lease") are:

The City of Murfreesboro
Attn: City Manager
111 W. Vine Street
Murfreesboro TN 37130

Rutherford County
Attn: County Mayor
Rutherford County Courthouse, Room 101
Murfreesboro TN 37130

IN CONSIDERATION of the premises, the mutual promises and commitments contained herein, and the mutual benefits to be derived for themselves and their respective constituents, the Parties, for themselves, their successors and assigns, hereby agree as follows:

1. City hereby leases to County and County hereby leases from City the property identified as Lot 1 on the Subdivision Plat attached as **Exhibit A** and as further described on **Exhibit B** (the "Property").

2. The initial term shall be from the date of execution of this Lease by the last party to sign and shall continue until December 31, 2070, for a deemed initial term of 50 years. County shall have the option of renewing this Lease for an additional fifty (50) year term, such option to be exercised by County giving written notice of its election to exercise at any time during the final year of the initial term of the Lease.

3. Annual rent shall be an amount equal to \$1.00 for each year or partial year of the initial and any extended Lease term.

4. County shall, at County's sole cost and expense, design, construct, equip, furnish and operate the buildings, driveways, parking areas, stormwater management areas, and related facilities (altogether, the "Facilities"), including all costs for architects, engineers, planners, landscape architects, contractors, permit fees, testing, and consultants associated with the Facilities constructed on the Property and as further described on the preliminary site plan attached hereto as **Exhibit C**, subject to the following:

a. The Property and the Facilities shall be subject to all generally applicable City development and construction rules and regulations, including but not limited to City Building Codes, the City Zoning Ordinance, the City Design Guidelines, and the City Sign Ordinance, and shall be subject to normal City plans review and approval processes, permitting processes, and inspections by City inspectors.

b. County shall be solely responsible for the design, construction, and installation, and usage of all utilities provided to the Property and the Facilities. City will

approve the grant of appropriate easements across City-owned property necessary to support the Facilities or the Property in accord with standard City development practices.

c. During the term and any extended term of the Lease, County shall be solely responsible for loss or damage to the Property and/ or the Facilities due to fire, hail, tornado, windstorm or other casualty, including any required clean-up of the Property.

d. County shall be solely responsible for and shall hold City harmless from and against claims for personal injury or property damage incurred on the Property or in or about the Facilities, excepting only personal injury or property damage caused by the neglect of or an intentional act by an employee or agent of City committed in the course and scope of employment by City.

e. County shall at all times keep the Property and Facilities in good condition and repair.

f. County shall name the Facility, and shall create appropriate signage to reflect such naming, subject to concurrence of the Facility name by the Murfreesboro City Council.

g. All parking constructed on Lot 1 shall be shared parking for all uses constructed inside the shared access drives.

h. The stormwater management pond to be constructed on Lot 1 shall be designed and constructed for full build out of improvements inside the shared access drives reflected on the attached **Exhibit A**.

5. City understands that County intends to sub-let a portion of the Facilities to the state Department of Motor Vehicles for use by the Drivers' License Testing Center, and City hereby gives its approval and consent to such sublease by the state Department of Motor Vehicles. County shall not otherwise assign or sublet the Property or the Facilities or any part or portion of either without the prior written consent of City. County shall remain responsible for any portion of the Property or the Facility that is subleased.

6. County shall not create or permit to be created or remain, any lien, claim, encumbrance or charge upon the Property or the Facilities, or any part of either, without the prior written consent of the City, which consent shall not unreasonably be withheld. County shall be solely responsible for the discharge and satisfaction of any such lien, claim, encumbrance or charge, whether or not consented to by City.

7. City covenants and warrants to County that City has good right and full power and authority to execute this Ground Lease Agreement and to grant the term herein demised, and that County, upon performing its covenants hereunder, shall peacefully and quietly have, hold and enjoy the Property during the original and any extended term of the Lease.

8. In the event the County shall default in any of its covenants or agreements herein contained and if the County shall fail to commence to cure such default within thirty (30) days after notice from the City and thereafter proceed to completely cure such default with reasonable diligence, then, in any such event, City, in addition to and not in limitation of any other rights and remedies available to City under law, may declare this Lease Agreement and all rights of the County hereunder terminated and City may enter and retake possession of the Property.

9. At the termination of this Lease, whether at expiration or by abandonment, surrender or otherwise, the County shall remove all furniture, furnishings and other personal property from the Property. The County shall have the right to remove any and all telephone, television, video, computer and other communications network cables and facilities, "built-in" items such as shelving, and other items normally considered "fixtures," provided, however, that County shall make such repairs following any such removal so as to return the Facilities to the same condition as when initially occupied by the County, ordinary wear and tear excepted. Any personal property, fixtures, or other items or materials not removed by the County within 15 business days after termination of this Lease shall be deemed abandoned by the County.

10. It is distinctly understood and agreed that in the event of any breach of this Lease by either party, the non-breaching party, besides other rights or remedies it may have, shall have the right to give notice of such breach to the breaching party. Unless the breaching party cures such breach within 30 days of such notice, or has commenced the cure of such breach and is making reasonable effort to cure the breach if such breach cannot reasonably be cured within 30 days, the non-breaching party shall have the right, at its option, to declare this Lease terminated.

11. The failure of the City to insist in any one or more instances upon a strict performance of any of the covenants or conditions contained in this Lease or to exercise any option herein contained shall not be construed as a waiver for the future of such covenant or condition or option, but the same shall continue to remain in full force and effect. No waiver by the City of any provision hereof shall be deemed to have been made unless expressed in writing and signed by City.

12. In the event that the County desires to lease additional property inside the shared access drives, the City and County will negotiate in good faith to amend or supplement this Lease on substantially similar terms as in this Lease, provided that such amendments or supplements will terminate simultaneously with the termination of this Lease.

CITY OF MURFREESBORO

Shane McFarland, Mayor

Date: _____

ATTEST:

Melissa Wright, City Recorder

APPROVED AS TO FORM:

Adam Tucker, City Attorney

RUTHERFORD COUNTY



Bill Ketron, County Mayor

Date: 5.13.21

ATTEST:



County Clerk

APPROVED AS TO FORM:



Nick Christiansen, County Attorney

EXHIBIT C

EXHIBIT B

LOT 1
CITY OF MURFREESBORO
D.BK. 623, PG. 183 (R.O.R.C., TN)
241,433 ± SQ.FT., 5.543 ± AC.

BEING A TRACT OF LAND IN THE CITY OF MURFREESBORO, 7th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND ON THE WEST, AND NORTH BY THE REMAINING LANDS OF THE CITY OF MURFREESBORO (MAP 92, PARCEL 46.01 - D.BK. 623, PG. 183), ON THE EAST BY THE WEST RIGHT OF WAY OF FORTRESS BOULEVARD, AND ON THE SOUTH BY THE NORTH RIGHT OF WAY OF BLAZE DRIVE. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE CITY OF MURFREESBORO'S PROPERTY. SAID CORNER BEING A POINT IN THE NORTH RIGHT OF WAY OF BLAZE DRIVE AND BEING THE SOUTHEAST CORNER OF RUTHERFORD COUNTY BLACKMAN HIGH SCHOOL.

THENCE, LEAVING BLACKMAN HIGH SCHOOL AND WITH THE NORTH RIGHT OF WAY OF BLAZE DRIVE S 77°02'27" E FOR A DISTANCE OF 344.57' TO **THE POINT OF BEGINNING** OF TRACT HEREON DESCRIBED:

THENCE, LEAVING SAID RIGHT OF WAY AND WITH A NEW LINE SEVERING THE LANDS OF THE CITY OF MURFREESBORO'S PROPERTY FOR THE NEXT (18) CALLS:

- 1) N 12°57'33" E FOR A DISTANCE OF 100.63' TO A POINT;
- 2) THENCE, S 77°02'27" E FOR A DISTANCE OF 157.90' TO A POINT;
- 3) THENCE, N 12°57'33" E FOR A DISTANCE OF 90.42' TO A POINT;
- 4) THENCE, N 27°57'33" E FOR A DISTANCE OF 65.68' TO A POINT;
- 5) THENCE, N 12°57'33" E FOR A DISTANCE OF 472.13' TO A POINT. SAID POINT BEING THE NORTHWEST CORNER OF TRACT HEREON DESCRIBED;
- 6) THENCE, S 53°51'27" E FOR A DISTANCE OF 75.78' TO A POINT;
- 7) THENCE, S 60°48'38" E FOR A DISTANCE OF 39.02' TO A POINT;
- 8) THENCE, S 69°52'05" E FOR A DISTANCE OF 209.40' TO A POINT;
- 9) THENCE, S 58°33'26" E FOR A DISTANCE OF 53.14' TO A POINT;
- 10) THENCE, S 12°57'33" W FOR A DISTANCE OF 104.83' TO A POINT;
- 11) THENCE, S 74°28'16" E FOR A DISTANCE OF 89.20' TO A POINT;
- 12) THENCE, S 15°31'44" W FOR A DISTANCE OF 42.00' TO A POINT;
- 13) THENCE, N 74°28'16" W FOR A DISTANCE OF 80.83' TO A POINT;
- 14) THENCE, N 77°02'27" W FOR A DISTANCE OF 218.78' TO A POINT;
- 15) THENCE, S 12°57'33" W FOR A DISTANCE OF 112.00' TO A POINT;
- 16) THENCE, S 77°02'27" E FOR A DISTANCE OF 18.00' TO A POINT;
- 17) THENCE, S 12°57'33" W FOR A DISTANCE OF 132.00' TO A POINT;
- 18) THENCE, S 77°02'27" E FOR A DISTANCE OF 280.74' TO A POINT IN THE WEST RIGHT OF WAY OF FORTRESS BOULEVARD;

THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

- 1) S 15°31'44" W FOR A DISTANCE OF 8.65' TO A POINT;
 - 2) THENCE, S 20°44'55" W FOR A DISTANCE OF 27.47' TO A POINT;
 - 3) THENCE, S 15°31'44" W FOR A DISTANCE OF 183.79' TO A POINT;
- THENCE, WITH A CURVE TURNING TO THE RIGHT, WITH AN ARC LENGTH OF 60.42', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 68°20'23" W, AND A CHORD LENGTH OF 56.81', TO A POINT IN THE NORTH RIGHT OF WAY OF BLAZE DRIVE;
- THENCE, WITH SAID RIGHT OF WAY N 77°02'27" W FOR A DISTANCE OF 567.54' TO THE **POINT OF BEGINNING**. HAVING AN AREA OF 241,433 SQUARE FEET, 5.543 ACRES.

THIS TRACT IS SUBJECT TO A 30' DRAINAGE EASEMENT APPEARING ON A FINAL PLAT ENTITLED RUTHERFORD COUNTY BLACKMAN SCHOOL'S PROPERTY OF RECORD IN PLAT BOOK 23, PAGE 149 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE. FURTHERMORE, THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

THIS TRACT IS A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF MURFREESBORO BY DEED IN BOOK 623, PAGE 183 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

RESOLUTION

WHEREAS, the County and the City of Murfreesboro previously entered into a certain Memorandum of Understanding on or about June 13, 2019 regarding a ground lease for certain property for county offices on city property; and

WHEREAS, the property is located at the northwest corner of Blaze Drive and Fortress Boulevard and will be used to provide office space for the County Clerk, the Tennessee Department of Safety, and additional space being shelled for future use ("One Stop Building"); and

WHEREAS, the City and the County now desire to enter into a Ground Lease for the Property and the One Stop Building, a copy of which is attached hereto as Exhibit "1"; and

WHEREAS, attached hereto as Exhibit "2" is a copy of the Master Plan for the property that depicts the lot to be leased by the County for the One Stop Building. The Master Plan also depicts possible future buildings on other city owned property adjoining said leased lot.

NOW, THEREFORE, BE IT RESOLVED by the Rutherford County Board of Commissioners that the County Mayor and other appropriate officials be, and are hereby authorized, to execute the Ground Lease with the City of Murfreesboro and any other corresponding documents referenced in the same, a copy of the same being attached hereto as Exhibit "1" and incorporated herein by reference as if set forth herein at length verbatim, subject to review and approval by the County Attorney and County Engineer.

RESOLVED this 13th day of May, 2021.

RUTHERFORD COUNTY, TENNESSEE

ATTEST:

BY: 
BILL KETRON, Chairman


LISA DUKE CROWELL, County Clerk

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Fire Rescue Station 11 – Change Orders

Department: Administration

Presented by: Kayla Walker, Project Development

Requested Council Action:

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

Summary

Change Order 2 and 3 for Fire Station 11.

Staff Recommendation

Staff recommends approval of the change orders, increasing the amount of the overall contract by \$37,294.

Background Information

The City contracted with Boyce Ballard Construction, LLC to construct Fire Station 11 off Blaze Drive with an original contract amount of \$3,948,000. Additional items were added to the scope by the City’s request which included supplementary light fixtures, electrical drops in the apparatus bay, and increasing the limits of the stainless-steel backsplash installation. Other scope added was the addition of the suspended gypsum ceiling in the Dayroom and Fitness Room. The project also received a deduction for the remaining allowance funds. Change Order 2 for the additional scope and deduct is \$2,129. During construction, rock was encountered, and the City agreed to reimburse the contractor for 50% of the total cost associated with the removal. Change Order 3 for the rock removal is \$35,164. Change Orders 2 and 3 closes out the Fire Station 11 project.

Council Priorities Served

Safe and Livable Neighborhoods

Fire Station 11 enhances fire protection and emergency service provisions in this area of the City that has experienced extremely rapid growth.

Fiscal Impact

The construction contract increased by \$37,294, with a final contract cost of \$4,026,598, and is within the overall project CIP budget.

Attachments

1. Station 11 – Change Order 2
2. Station 11 – Change Order 3



CHANGE ORDER NO. 2

PROJECT: Station No: 11
Murfreesboro Fire Rescue Department
The City of Murfreesboro

CHANGE ORDER NO: 2

DATE: February 10, 2021

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1707

CONTRACT FOR: New Fire Station

CONTRACT DATED: June 05, 2019

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

ITEM 1: Furnish workmanship and material necessary to complete items described in Proposal Request No: 6. Work included in this request was based on Owner's direction and included the redistribution of C2 and C3 Type fixtures, the changing of keycard access points, and the relocation of some of the station alerting devices. Work has been completed on these tasks.

ADD:\$4,690.86

ITEM 2: Due to the additional bracing that was designed to be installed on the lower side of the bottom cord of the trusses in this area, furnish workmanship and material necessary for the installation of a suspended gypsum ceiling in the Day Room 106 and Fitness Room 105 as described in Proposal Request No:7.

ADD:\$6,645.20

ITEM 3: As requested by Owner, furnish and install the various items as described in Proposal Request No: 9. These items include adding a frosted film to the windows between the Day Room and Fitness Room, the addition of an electrical cord drop in the apparatus bay, additional stainless steel back splash material in the kitchen area, modifying the facility sign to include the departments logo/badge, and the installation of the Owner supplied under-sink garbage disposal.

ADD:\$10,985.94

ITEM 4: Deduct the remainder of the allowances. LanLink's Allowance had to be increased but the Allowances for Locution/Gemini, Atmos, CUD, MED, and MWRD had a balance at Substantial Completion and will be deducted from the Project Cost.

DEDUCT:-\$20,192.71

TOTAL:\$2,129.29

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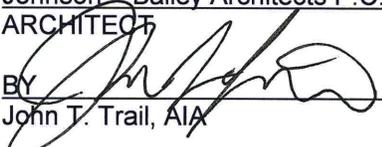
Murfreesboro Fire Rescue Department
Station No: 11
Change Order No: 2
February 10, 2021
Page 2 of 2

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

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

The original Contract Sum was	\$3,948,000.00
Net change by previously authorized Change Orders	\$41,303.93
The Contract Sum prior to this Change Order was	\$3,989,303.93
The Contract Sum will be increased by this Change Order	\$2,129.29
The new Contract Sum including this Change Order will be	\$3,991,433.22
The Contract Time will be modified by	Zero (0) Days
The Date of Substantial Completion as of the date of this Change Order therefore is	Unchanged

Johnson + Bailey Architects P.C.
ARCHITECT
BY 
John T. Trail, AIA

Boyce Ballard Construction, LLC
CONTRACTOR
BY 
Steve Ballard, Owner

The City of Murfreesboro
OWNER
BY
Shane McFarland, Mayor

DATE: February 10, 2021 

DATE: 2/10/21

DATE:

ATTACHMENTS:

1. Boyce Ballard Cost Itemization dated January 15, 2020 for J+B PR 006 - December 16, 2019
2. Boyce Ballard Cost Itemization dated January 30, 2020 for J+B PR 007 - December 16, 2019
3. Boyce Ballard Cost Itemization dated November 18, 2020 for J+B PR 009 - April 27, 2021
4. Boyce Ballard Cost Itemization dated November 18, 2020 - Allowance Adjustment


5/3/21

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



PROPOSAL REQUEST

PROJECT:	Murfreesboro Fire Rescue Department Station No: 11 Blaze Drive Murfreesboro, TN	PROPOSAL REQUEST NO: 06
		DATE: December 16, 2019
		ARCHITECT'S PROJECT NO: 1707
CONTRACTOR:	Boyce Ballard Construction, LLC 10-B Public Square North Murfreesboro, TN	CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Per Owner's request please supply pricing for material and all workmanship necessary for the installation of C2 and C3 Type fixtures as shown in the attached documents Revision 2 Dated 12/13/19. This reduces the total number of these fixtures and disperses them throughout the living areas.

The drawings document several changes to the security elements of the building that have been discussed and implemented to date. Such items include: the removal of one of key card access at opening 119B and the addition of keycard access at opening 101. Also documented herein are the areas confirmed for security cameras.

The attached drawings also depict the changes to the metal framed walls in the sleeping area in order to have all of the Locution elements to be installed in the stud walls.

The attached drawings also depict the shifting of Door 106 to plan west and the changing of the door swing at Door 101.

BY: _____

A handwritten signature in black ink, appearing to read 'John T. Trail', written over a horizontal line.

John T. Trail, AIA, NCARB

ATTACHMENTS: Sheets: A3.1, A3.2, A4.1, E1.1, E2.1, E2.2, E4.1 - Revision 2 Dated 12/13/19.

DISTRIBUTION:

- Steve Ballard - BBC
- Mark Foulks - MFRD
- Roger Tombs - MFRD
- Greg McKnight - City of Murfreesboro
- Ron Duggin - BBC
- Neil Lambert - BBC
- Enoch Jarrell - HSE
- Trent Latta - LSE
- Ben Hunter - Entech

ITEMIZATION FORM
BOYCE BALLARD CONSTRUCTION, LLC

Job Name: MFRD Fire Station #4
 Proposal Request No. 6

Date: 1/15/2020

Description: Conduit and wire for redistributed type "C3" lights and all electrical tiems pertaining to RFP #6 on electrical sheet E1.1, dated 12/13/19

Description	Quantity	Units	Unit Cost	Labor		Material		Sub-Contracts	Totals
				Labor	Unit Cost	Material			
Cost from Two Rivers Elec	1	ls	0.00	0.00	0.00	0.00	0.00	4392.81	4,392.81
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
				0.00			0.00		0.00
Sub-Totals				\$0.00		\$0.00		\$4,392.81	

Sub-Total: \$4,392.81

RECAP TOTALS:				\$0.00		\$0.00		\$4,392.81	\$4,392.81
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Payroll Tax:	35.00%	\$0.00
Sales Tax:	9.75%	\$0.00
Total After Taxes:		\$4,392.81
OH & Profit	5.00%	\$219.64
Sub-Total		\$4,612.45
P&P Bond Premium	1.70%	\$78.41
TOTAL:		\$4,690.86

BOYCE BALLARD CONSTRUCTION, LLC

Subcontractor Request of Change Order (RFCO) & Cost Itemization

Exhibit D

Subcontractors Name:	Two Rivers Electric	Page Number:	
Job Name:	MFRD Station #11	Date Itemized:	01/16/20
Project Number:	Boyce Ballard Job No. 19-014	Proposal Request Number:	6

DESCRIPTION of CHANGE - Conduit and wire for redistributed type "C3" lights and all electrical items pertaining to RFP #6 on electrical sheet E1.1 Dated 12/13/2019

Description	Material				Equipment/Other				Labor				Subcontractor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Deep Four Square Box With Cover Plate and/or Device P-Ring	30.00	0.92	\$0.37	\$11.10				\$0.00	64	EA	\$50.00	\$3,200.00				\$0.00
1/2" EMT Set Screw Coupling	50.00	EA	\$0.42	\$21.00				\$0.00				\$0.00				\$0.00
1/2" EMT Set Screw Connector	50.00	EA	\$0.24	\$12.00				\$0.00				\$0.00				\$0.00
1/2" EMT One Hole Strap	100.00	EA	\$0.17	\$17.00				\$0.00				\$0.00				\$0.00
1/2" EMT Conduit	450.00	EA	\$0.46	\$207.00				\$0.00				\$0.00				\$0.00
1/2" Greenfield Flex	15.00	FT	\$0.82	\$12.30				\$0.00				\$0.00				\$0.00
Fire Caulking for 14 holes through block wall	3.00	EA	\$11.87	\$35.61				\$0.00				\$0.00				\$0.00
1/2" Greenfield Flex Straight Connectors and EMT to Flex Change Over	6.00	EA	\$5.37	\$32.22				\$0.00				\$0.00				\$0.00
16" Slider Box Support Brackets	3.42	EA	\$3.41	\$11.66				\$0.00				\$0.00				\$0.00
Tapcon Screws	200.00	EA	\$0.18	\$36.00				\$0.00				\$0.00				\$0.00
SDS Bit	1.00	EA	\$36.49	\$36.49				\$0.00				\$0.00				\$0.00
#12 Solid Copper Wire	1500.00	FT	\$0.13	\$195.00				\$0.00				\$0.00				\$0.00
New C2 Wall Mount Light	4.00	EA	\$83.40	\$333.60				\$0.00				\$0.00				\$0.00
Old C2 Ceiling Mount	7.00	EA	-\$75.40	-\$527.80				\$0.00				\$0.00				\$0.00
C3 Ceiling Mount	4.00	EA	-\$75.40	-\$301.60				\$0.00				\$0.00				\$0.00
	Material subtotal			\$131.58					Labor Subtotal		\$3,200.00					
	Sales Tax 9.75%			\$12.83					20% Burden		\$640.00					
	Material Costs Inc. Sales Tax Subtotal			\$144.41	Equipment Subtotal		\$0.00		Labor Costs Including Burden		\$3,840.00	Subcontract Costs		\$0.00		

Material:	\$144.41
Equipment:	\$0.00
Labor:	\$3,840.00
Subcontractor:	\$0.00
M+E+L+S -- Subtotal	\$3,984.41
5.00% Overhead:	\$199.22
(M+E+L+S) + OH -- Subtotal	\$4,183.63
5.00% Profit	\$209.18
Cost + OH & P Total:	\$4,392.81

Total \$4,392.81

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



PROPOSAL REQUEST

PROJECT: Murfreesboro Fire Rescue Department
Station No: 11
Blaze Drive
Murfreesboro, TN

PROPOSAL REQUEST NO: 07

DATE: December 16, 2019

ARCHITECT'S PROJECT NO: 1707

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN

CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Please supply pricing for material and all workmanship necessary for the installation of a suspended gypsum ceiling in Day Room 106 and Fitness Room 105. This is due to the additional bracing designed by the truss manufacturer that was installed on the lower side of the bottom cord of the trusses in this area. In speaking with the site superintendent provisions are being made for this ceiling to be installed at 11'-0" above the finished floor.

BY: _____

A handwritten signature in black ink, appearing to read 'John T. Trail'. The signature is written in a cursive, flowing style.

John T. Trail, AIA, NCARB

ATTACHMENTS: NA

DISTRIBUTION: Steve Ballard - BBC
Mark Foulks - MFRD
Roger Tombs - MFRD
Greg McKnight - City of Murfreesboro
Ron Duggin - BBC
Neil Lambert - BBC
Enoch Jarrell - HSE
Trent Latta - LSE
Ben Hunter - Entech

V10



PROPOSAL REQUEST

PROJECT:	Murfreesboro Fire Rescue Department Station No: 11 Blaze Drive Murfreesboro, TN	PROPOSAL REQUEST NO: 09
		DATE: April 27, 2020
		ARCHITECT'S PROJECT NO: 1707
CONTRACTOR:	Boyce Ballard Construction, LLC 10-B Public Square North Murfreesboro, TN	CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Please supply pricing for material and all workmanship necessary for the installation and completion of the following items. These items have been discussed on site with the Owner and Contractor.

1. In regards to RFI 39 and as requested by the Owner, supply pricing information on having frosted type film applied to the middle row of glass and the door lite on the glass wall between the Fitness Room and the Day Room.
2. In regards to RFI 40 and as requested by the Owner, supply pricing information on the installation of an additional electrical cord drop on the north wall of the apparatus bay. The drop was field located at the April OAC meeting and will be located on the 5th truss back from the east side of the bays. The cord reel should have a dedicated circuit similar to the other electrical drops in the bays.
3. As requested by Owner supply pricing for additional stainless steel material to be installed along full north wall of the kitchen. The material will cover from base cabinet to bottom edge of wall cabinets. Where no wall cabinets are above the top edge of the stainless steel will plane out with the lower edge of the exhaust hood. Care should be taken to minimize seams. — 4/16/20 — \$1,723.70
4. As requested by Owner supply pricing for the removal of the word "Department" from the main facility sign and the addition of a precision tooled brushed aluminum plaque. The design of the sign has been covered under the submittal process.
5. As requested by Owner supply pricing for the installation of fabric shade structures at the patio area adjacent to the kitchen. Please follow the attached sketch for the design intent. Alternate designs/concepts can be supplied by the shade structure supplier and will be considered. It appears that three of the steel columns could be lengthened to accommodate attachment points and that the remainder of the attachment points could be anchored to the building itself. The canvas material shall have a solid type color and will need to be constructed out of high quality exterior grade fabric that is that is organic material growth.
6. As requested by Owner supply pricing to install Owner supplied under-sink garbage disposal and counter top activation button.

MFRD Station No: 11
Proposal Request 09
04/27/2020
Page 2

- 7. As requested by Owner supply pricing for the addition of a removable hinged panel above the ice maker in the kitchen.
- 8. As requested by Owner supply pricing to move the ice maker water filter to the opposite side of the wall. The filter would than be accessed from the Laundry/Decontamination room.

BY: 

 John T. Trail, AIA, NCARB

ATTACHMENTS: Sketch of sun shades in patio area.

DISTRIBUTION: Steve Ballard - BBC
 Mark Foulks - MFRD
 Roger Tombs - MFRD
 Greg McKnight - City of Murfreesboro
 Kayla Potter - City of Murfreesboro
 Ron Duggin - BBC
 Neil Lambert - BBC
 Enoch Jarrell - HSE
 Trent Latta - LSE
 Ben Hunter - Entech

9. CEILING FANS

- PR. NO 6 - C3 LIGHTS RELOCATE - \$4,690.86
(SEE ATTACHED)
- PR. NO 7 - ROOMS 105 & 106 - GRID - \$6,645.20
(SEE ATTACHED)
- RR. NO. 8 - VOID - FRAGILE CONC.
VOID
- RR. NO. 9 - VARIOUS ITEMS
(SEE ATTACHED)

ITEMIZATION FORM
BOYCE BALLARD CONSTRUCTION, LLC

Job Name: MFRD Fire Station #11
 Proposal Request No. 9 and Field Order Items Spreadsheet
 Date 11/18/2020
 Description: Various Items requested by the Owner

Description	Quantity	Units	Labor		Material		Sub-Contracts	Totals
			Unit Cost	Labor	Unit Cost	Material		
Item 1 - Frosted film applied to glass at Fitness Room and Day Room. This work is not completed	1	ls	0.00	0.00	0.00	0.00	927.00	927.00
Item 2 - Install an additional elec cord drop. Also includes elec. for Item 6 Garbage Disposal. Elec Cord Drop work is not completed.	1	ls	0.00	0.00	0.00	0.00	3615.72	3,615.72
Item 3 - Additional stainless steel mat'l on kitchen wall. Completed.	1	ls	0.00	0.00	0.00	0.00	1614.18	1,614.18
Item 4 - Remove "Department" from monument sign and add badge symbol. Completed.	1	ls	0.00	0.00	0.00	0.00	1454.60	1,454.60
Item 5 - Install fabric shade structure. We need more engineering design before we can price this item.	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Item 6 - Install Owner supplied under-sink garbage disposal. Elec cost is included above in Item 2. No other cost.	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Item 7 - Removable hinged panel above ice maker. No cost.	0	0	0.00	0.00	0.00	0.00	0.00	0.00
Item 8 - Move ice maker filter to opposite side of wall. We do not have a cost estimate for this item. Are you wanting us to still price this work->	0	0	0.00	0.00	0.00	0.00	0.00	0.00
				0.00		0.00		0.00
Items not listed on any Proposal Requests but were issued as Field Orders								
Furnish 2 Ceiling Fans. Completed.	1	ls	0.00	0.00	0.00	0.00	617.02	617.02
HVAC Breaker Replacement. Completed.	1	ls	0.00	0.00	0.00	0.00	521.34	521.34
Install conduit and wire for water meter vault required by CUD. Completed	1	ls	0.00	0.00	0.00	0.00	1538.05	1,538.05
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
								0.00
Sub-Totals				\$0.00		\$0.00	\$10,287.91	

Sub-Total: \$10,287.91

RECAP TOTALS:				\$0.00		\$0.00	\$10,287.91	\$10,287.91
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Payroll Tax:	35.00%	\$0.00
Sales Tax:	9.75%	\$0.00
Total After Taxes:		\$10,287.91
OH & Profit	5.00%	\$514.40
Sub-Total		\$10,802.31
P&P Bond Premium	1.70%	\$183.64
TOTAL CREDIT:		\$10,985.94

3/16

4/16

Neil Lambert

From: Ken Culver <ken@jonesglass.us>
Sent: Monday, August 10, 2020 11:15 AM
To: Neil Lambert
Cc: Steve Ballard
Subject: Re: Fire Station 11 - Proposal Request #9 — Item No 1

Furnish and install standard frosted film on the middle row of glass and the entire door glass to the fitness room as shown on the attached drawing:

\$ 927.00

Thank you,

Ken Culver
Estimator
Jones Glass Co., Inc.
Murfreesboro, TN
615-893-4390

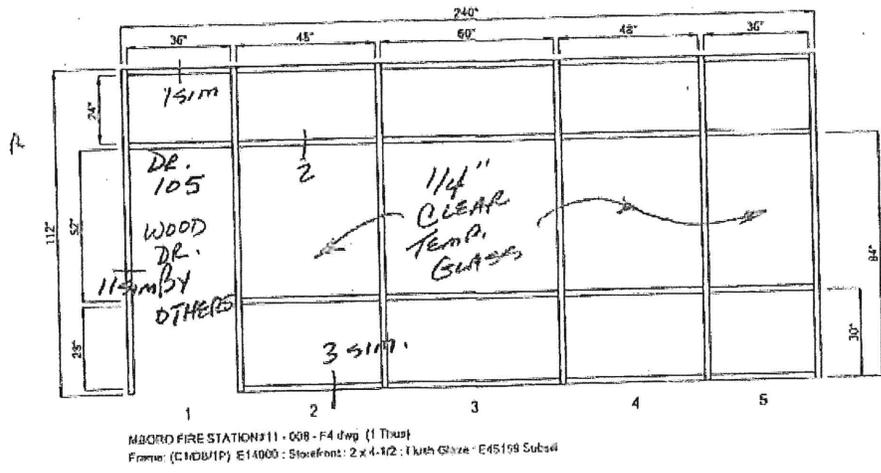
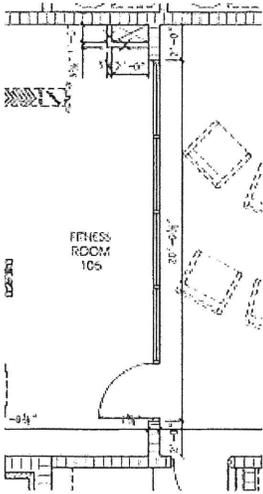
From: Neil Lambert <neil@boyceballard.com>
Sent: Tuesday, August 4, 2020 5:28 PM
To: Ken Culver <ken@jonesglass.us>
Cc: Steve Ballard <steve@boyceballard.com>
Subject: Fire Station 11 - Proposal Request #9

Ken,

The Architect sent us a Proposal Request #9, which includes frosting the of the glass at the Fitness Room (See Below). Will you please send us a quote for this? We need to get this taken care as soon as we can, as we are trying to get this job closed out.

5/16

1. In regards to RFI 39 and as requested by the Owner, supply pricing information on having frosted type film applied to the middle row of glass and the door lite on the glass wall between the Fitness Room and the Day Room.



Thanks,

Neil Lambert

Project Manager

Boyce Ballard Construction, LLC

10-B Public Square N.

Murfreesboro, TN 37130

C: 615.603.0540 | O: 615.617.3812 | F: 615.617.3819

Neil@BoyceBallard.com

BOYCE BALLARD CONSTRUCTION, LLC

Exhibit D

Subcontractor Request of Change Order (RFCO) & Cost Itemization

Subcontractors Name:		Page Number:	
Job Name:	MFRD Station #11	Date Itemized:	
Project Number:	Boyce Ballard Job No. 19-014	Proposal Request Number:	

DESCRIPTION of CHANGE -

Description	Material				Equipment/Other				Labor				Subcontractor						
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension			
Additional Stainless for backsplash above counters (CaptiveAire Backsplash Kit with trim)	1.00		\$678.00	\$678.00				\$0.00	16	mh	\$45.00	\$720.00				\$0.00			
				\$0.00				\$0.00				\$0.00				\$0.00			
				\$0.00				\$0.00				\$0.00				\$0.00			
				\$0.00				\$0.00				\$0.00				\$0.00			
				\$0.00				\$0.00				\$0.00				\$0.00			
				\$0.00				\$0.00				\$0.00				\$0.00			
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				\$0.00				\$0.00				\$0.00				\$0.00			
				\$0.00				\$0.00				\$0.00				\$0.00			
Material subtotal				\$678.00					Labor Subtotal				\$720.00						
Sales Tax			9.75%	\$66.11					Burden				\$0.00						
Material Costs Inc. Sales Tax Subtotal				\$744.11	Equipment Subtotal				\$0.00	Labor Costs Including Burden				\$720.00	Subcontract Costs				\$0.00

Material:	\$744.11
Equipment:	\$0.00
Labor:	\$720.00
Subcontractor:	\$0.00
M+E+L+S -- Subtotal	\$1,464.11
5.00% Overhead:	\$73.21
(M+E+L+S) + OH -- Subtotal	\$1,537.31
5.00% Profit	\$76.87
Cost + OH & P Total:	\$1,614.18

Total **\$1,614.18**

2/16

April 15, 2020

10/16



Bent Tree Signs

133 N 1st St. Pulaski Tn. 38478
931-347-4628 fax 931-347-4629

Thank You For The
Opportunity To Bid This Job

Job Name: MFRD Fire Station #17

Bidder: Linda / Paul

Dear Neil

PR No. 9 - ITEM 4

Bid For: MFRD Fire Station #11
Blaze Drive
Murfreesboro, Tn.

We are Bidding: Murfreesboro Fire Station Logo to go on Monument Sign
Single sided. 1/4" Thick.

1 Fire Station Logo, will be precision tooled brushed aluminum
Plaque, background to be brushed aluminum with black copy,
Stud mount with templates.

23w x 26 h	\$ 1,290.80
Ship	<u>88.80</u>
	\$ 1,379.60

Please add \$ 75.00 extra for installation. Thank you for
allowing us to bid this job, and we look forward to working
with you.

75.00 - (INSTALL)

Regards,

Linda
J

41,454.60

This bid is good for 30 days

ITEMIZATION FORM
BOYCE BALLARD CONSTRUCTION, LLC

Job Name: MFRD Fire Station #11

Proposal Request

No Item No.

Date 3/18/2020

Description: Per RFI #35 - The drawings show the incorrect size of the breaker required for the HVAC equipment.

Description	Quantity	Units	Unit Cost	Labor		Material		Sub-Contracts	Totals
				Labor	Unit Cost	Material			
Cost from Two Rivers Elec	1	ls	0.00	0.00	0.00	0.00	0.00	521.34	521.34
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
				0.00		0.00			0.00
Sub-Totals				\$0.00		\$0.00		\$521.34	

Sub-Total: \$521.34

RECAP TOTALS:				\$0.00		\$0.00		\$521.34	\$521.34
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Payroll Tax:	35.00%	\$0.00
Sales Tax:	9.75%	\$0.00
Total After Taxes:		\$521.34
OH & Profit	5.00%	\$26.07
Sub-Total		\$547.41
P&P Bond Premium	1.70%	\$9.31
TOTAL:		\$556.71

13/16



Johnson + Bailey Architects P.C.

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

CHANGE ORDER NO. 3

PROJECT: Station No: 11
Murfreesboro Fire Rescue Department
The City of Murfreesboro

CHANGE ORDER NO: 3

DATE: February 10, 2021

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1707

CONTRACT FOR: New Fire Station

CONTRACT DATED: June 05, 2019

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

ITEM 1: Per Owner's instruction, Owner will reimburse Contractor for 50% of the total cost associated with the removal of solid rock and trench rock encountered during the course of construction.

ADD:\$35,164.86

TOTAL:\$35,164.86

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

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

The original Contract Sum was	\$3,948,000.00
Net change by previously authorized Change Orders	\$43,433.22
The Contract Sum prior to this Change Order was	\$3,991,433.22
The Contract Sum will be increased by this Change Order	\$35,164.86
The new Contract Sum including this Change Order will be	\$4,026,598.08
The Contract Time will be modified by	Zero (0) Days
The Date of Substantial Completion as of the date of this Change Order therefore is	Unchanged

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

Boyce Ballard Construction, LLC
CONTRACTOR

BY 
Steve Ballard, Owner

The City of Murfreesboro
OWNER

BY _____
Shane McFarland, Mayor

DATE: February 10, 2021

DATE: 2/10/21

DATE: _____

ATTACHMENTS:

1. Boyce Ballard letter dated November 18, 2020.
2. Boyce Ballard Cost Itemization dated October 4, 2019.


5/3/21

1/12

BOYCE BALLARD

CONSTRUCTION, LLC

November 18, 2020

City of Murfreesboro
Attn: Greg McKnight
111 W. Vine St.
Murfreesboro, TN 37130

RE: MFRD Fire Station #11
Rock Removal Letter

Dear Greg,

Per your request, please accept this Rock Removal Letter for the MFRD Fire Station #11 for the cost associated with the removal of solid rock and trench rock. As discussed, the City has agreed to split the cost associated with this work with us. We appreciate you working with us on this unforeseen cost.

Attached is our Cost Estimate Spreadsheet along with the backup documentation.

In summary, the total cost without our mark-up was \$70,329.71. Calculating 50% of this cost is \$35,164.86. Please let us know how you want us to invoice for this cost, or if we should include it on our Final AIA Pay Request for this project.

Thank you,



Steve Ballard
Boyce Ballard Construction, LLC

3/12

09/25/2019

Invoice No. 0199

Billed To:

Boyce Ballard
Construction, LLC
10-B Public Square N.
Murfreesboro, TN 37130

* SEE PAGE 2 FOR
COST. *2B*
10-4-19

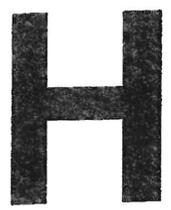
Quantity	Description	Unit Price	Total												
82.5 hr	Rock hammering for bore pit	180.00	14,850.00												
70 LF	16" Road bore - dirt	250.00	17,500.00												
70 LF	16" Road bore - rock (in addition)	150.00	10,500.00												
Lump Sum	Mobilize and demobilize equipment	1,050.00	1,050.00												
→ Boyce Ballard Estimated \$18,500**			(\$1,000**)												
<table border="1"> <tr><th colspan="2">BOYCE BALLARD CONSTRUCTION</th></tr> <tr><td>Job#</td><td>19-014</td></tr> <tr><td>Item #</td><td>0124 ML SEQ: 5</td></tr> <tr><td>Initial:</td><td><i>SB</i> Date: 10/1/19</td></tr> <tr><td>Approved To Pay:</td><td>Date:</td></tr> <tr><td>Notes:</td><td></td></tr> </table>				BOYCE BALLARD CONSTRUCTION		Job#	19-014	Item #	0124 ML SEQ: 5	Initial:	<i>SB</i> Date: 10/1/19	Approved To Pay:	Date:	Notes:	
BOYCE BALLARD CONSTRUCTION															
Job#	19-014														
Item #	0124 ML SEQ: 5														
Initial:	<i>SB</i> Date: 10/1/19														
Approved To Pay:	Date:														
Notes:															
THANK YOU															
Payment due upon receipt	CONNIE - Do you HAVE THEIR W-9 & COI?														

Hughes Excavating, LLC

Tel 615-390-0042
Tel 615-948-9191

7596 South Harpeth Road
Primm Springs, TN 38476

Email
hughes_excavating_llc@hotmail.com



4/12

Date

Invoice No. 0199

Total Due	\$43,900.00
-----------	-------------

~~Due upon receipt~~

LESS 5% ~~\$ 2,195.00~~

RET.

\$41,705⁰⁰

ADDITIONAL ROCK REMOVAL COST (10/4/19)

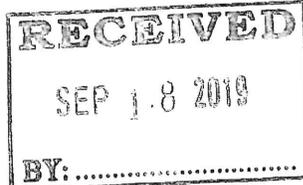
- 1. ROCK HAMMER @ BORE PIT \$ 14,850.00
- 2. 16" ROAD BORE (ROCK) \$ 10,500.00
- 3. MOBILIZATION \$ 1,050.00
- 4. DEDUCT FOR COST SAVINGS @ DIRT BORE (\$ 1,000.00)

ROCK COST ⇒

 \$ 25,400.00



1333 FOSTER AVENUE
NASHVILLE, TN 37210
PHONE: (615)291-5444 FAX: (615)291-5432



RENTAL INVOICE
INVOICE R5113801

FULL NAME: 5/12

ACCT#: 090306
INVOICE DATE: 09/11/2019
INVOICE AMOUNT: \$1,955.58

PO #: _____
ORDERED BY: RON DUGGIN
615-603-9396

JOBSITE INFO: FIRE STATION #11
3924 BLAZE DR.
MURFREESBORO TN, TN
37128

CONTACT NAME: RON DUGGIN
CONTACT PHONE: 615-603-9396

DATE OUT: 09/04/2019 WED 01:00 PM
DATE IN: 09/10/2019 TUE 02:51 PM

SALES REP: JASON BENJAMIN

91 1 AB 0.412 E0091X I0136 05271914966 S2 P6738354 0001:0002

BOYCE BALLARD CONST LLC
10B N PUBLIC SQ
MURFREESBORO TN 37130-3633

POSTED

SEP 27 2019

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----	-------------	-----	------	-------	--------

Rental Items

1	ID NO: 19818 SERIAL NO: 0H5M02099 EXCAVATOR 305 CY - 305E2				1,003.42
	HRS OUT: 1073.0 CURRENT SMU: 1094.0 Total: 21.0				
	***** 12" BUCKET *****				
1	ID NO: 29771 SERIAL NO: A4181BK31118 MHEX BUCKET, HD, 12", 2.1CFT - 305E12HDBT				15.85
1	ID NO: 37439 SERIAL NO: 37439 MHEX QUICK COUPLER, 5-7 TON - 305EMANQC				30.73
1.	ID NO: 27158 SERIAL NO: 3X803272 H65 HAMMER - H65ES				550.00

* *SMALLER ROCK
HAMMER.*

Rental Subtotal: 1,600.00

Miscellaneous Items

1	ENVIRONMENT FEE				20.00
1	U02 RENTAL FRT				85.00
1	U02 RENTAL FRT				85.00
	TN STATE SALES TAX				125.30
	TN LOCAL SALES TAX				40.28
	TN 2.75% TO \$3200				49.23
	TN 2.75% BELOW \$1600				-49.23

*CONNIE - PLEASE
MAKE A COPY
& PLACE IN MY
BOX. SJS
9-24-19*

BOYCE BALLARD CONSTRUCTION

Job# 19-014

Item # 0165 MLSEO: E

Initial: SJS Date: 9/24/19

Approved To Pay: _____ Date: _____

Notes: _____

** WILL ADD TO
LIST OF COST
FOR GREG.*



RENTAL INVOICE
INVOICE R5113801

6/12

1333 FOSTER AVENUE
NASHVILLE, TN 37210
PHONE: (615)291-5444 FAX: (615)291-5432

ACCT#: 090306
INVOICE DATE: 09/11/2019
INVOICE AMOUNT: \$1,955.58

PO #:
ORDERED BY:

JOBSITE INFO:
3924 BLAZE DR.
MURFREESBORO TN, TN
37128

CONTACT NAME:
CONTACT PHONE:

DATE OUT: 09/04/2019 WED 01:00 PM
DATE IN: 09/10/2019 TUE 02:51 PM

SALES REP: JASON BENJAMIN

BOYCE BALLARD CONST LLC
10B N PUBLIC SQ
MURFREESBORO TN 37130-3633

QTY	DESCRIPTION	DAY	WEEK	4WEEK
-----	-------------	-----	------	-------

THANK YOU FOR CHOOSING THE CAT RENTAL STORE
THOMPSON MACHINERY APPRECIATES YOUR BUSINESS!!

Please Remit Payment To:
P.O. BOX 535496
ATLANTA, GA 30353-5496

Invoice Total 1,955.58

TERMS ARE: Due upon receipt. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges and charges equal to the cost of collection (as permitted by laws governing these transactions). Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

CUSTOMER SIGNATURE

DATE

PRINTED NAME

8/12



Volunteer Utility Sales, Inc.
 P.O. Box 398
 Mt. Juliet, TN 37121
 615-758-0495 Fax 615-758-0498
 1-800-342-1006

Fax / E-mail Cover Page **08/12/2019 Mon / 11:28**

From: HERMAN **Pages:** 2
Name: TODD BURRIELLO **Send to:**
Company: TRI-STATE SPRINKLER CORP. **Subject:** MFRD STAION #11
MIIDEEESRORO

Comments: _____

9/12



Volunteer Utility Sales, Inc.
 P.O. Box 398
 Mt. Juliet, TN 37121
 615-758-0495 Fax 615-758-0498
 1-800-342-1006

PRICE QUOTE

Page 1

Printed 08/12/19 HHA

Quoted
TRI-STATE SPRINKLER CORP.
 661 PATTERSON AVENUE
 MURFREESBORO TN 37129
 Tel: 615-893-3511 Fax: 615-893-3402

Ship To
MFRD STATION #11 MURFREESBORO

Quote # 012652	Quote Date 08/12/2019	Exp Date 09/11/2019	Customer # 0008535	Customer P/O #	Ship Via	Writer HHA
Job ID MFRD STATION #11 MURFREESBORO			Customer Terms NET 30 DAYS		Salesman CHARLIE TIDWELL	
Product	Description	UM	Quant	Unit Price	Disc	Extension
CASING16XSTD	Casing Pipe, 16"x.375 Steel 20' LENGTH, BARE & SMOOTH	FT	40	65.9100	NET	2636.40
CS16.375X905	Casing Spacer, 16" Casing x 8" DIP Cascade	EA	9	138.9900	NET	1250.91
CSES16X905	End Seals, 16" Casing x 8" DIP Cascade	EA	2	104.3100	NET	208.62
X: (Accepted by)				Sub Total		\$4,095.93
				Tax Amount		\$399.35
				Total		\$4,495.28

MESSAGE
 Quotation valid for 30 days.
 PVC pipe Terms: Unless otherwise stated, PVC pipe
 is subject to price in effect at time of shipment
 and subject to prior sale.

TERMS
 Terms: Net 30 days / SUBJECT TO CREDIT APPROVAL.
 QUOTATION IS FOR ESTIMATING ONLY. QUANTITIES AND
 SPECS ARE TO OUR LATEST AVAILABLE INFORMATION AND
 SHOULD BE CHECKED BY CUSTOMER PRIOR TO ORDERING.

10/12



Volunteer Utility Sales, Inc.
 P.O. Box 398
 Mt. Juliet, TN 37121
 615-758-0495 Fax 615-758-0498
 1-800-342-1006

Fax / E-mail Cover Page **09/27/2019 Fri / 5:18**

From: HERMAN **Pages:** 2
Name: TODD BURRIELLO **Send to:**
Company: TRI-STATE SPRINKLER CORP. **Subject:** MFRD STAION #11

Comments: _____



Volunteer Utility Sales, Inc.
 P.O. Box 398
 Mt. Juliet, TN 37121
 615-758-0495 Fax 615-758-0498
 1-800-342-1006

PRICE QUOTE

4/12

Page 1

Printed 09/27/19 HHA

Quoted
TRI-STATE SPRINKLER CORP.
 661 PATTERSON AVENUE
 MURFREESBORO TN 37129
 Tel: 615-893-3511 Fax: 615-893-3402

Ship To
MFRD STATION #11 MURFREESBORO

Quote # 012659	Quote Date 09/27/2019	Exp Date 10/26/2019	Customer # 0008535	Customer P/O #	Ship Via	Writer HHA
Job ID MFRD STATION #11 MURFREESBORO			Customer Terms NET 30 DAYS		Salesman CHARLIE TIDWELL	
Product	Description	UM	Quant	Unit Price	Disc%	Extension
NJL4506M	6" MJ DI CL-350 45 DEG ELL w/restr jt acc	EA	4	184.4600	NET	737.84
MEGA1100-06	Gland, 6" Mech Jt. Restraint For DIP Only	EA	8	37.1800	NET	297.44
34CTDRODNW	3/4" COATED ROD, NUTS, WASHERS	EA	8	77.3500	NET	618.80
<p>Note: TOTAL 1654.08 DIVIDE BY 4 ASSEMBLY = \$413.52</p>						
<p>X: _____ (Accepted by)</p>				<p>Sub Total \$1,654.08 Tax Amount \$161.27 Total \$1,815.35</p>		

MESSAGE
 Quotation valid for 30 days.
 PVC pipe Terms: Unless otherwise stated, PVC pipe is subject to price in effect at time of shipment and subject to prior sale.

TERMS
 Terms: Net 30 days / SUBJECT TO CREDIT APPROVAL
 QUOTATION IS FOR ESTIMATING ONLY. QUANTITIES AND SPECS ARE TO OUR LATEST AVAILABLE INFORMATION AND SHOULD BE CHECKED BY CUSTOMER PRIOR TO ORDERING.

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Community Development 2021-2022 Annual Action Plan

Department: Community Development

Presented by: Sam Huddleston, Acting Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

The Annual Action Plan displays the annual allocation of funding by the City and is submitted to the U.S. Department of Housing & Urban Development as a prerequisite to receiving funds for the Community Development Block Grant Program.

Staff Recommendation

The Mayor and City Council is requested to approve the 2021-2022 Annual Action Plan.

Background Information

The City will submit its 2021-2022 Annual Action Plan with list of projects funded with 2021 CDBG program to the Department of Housing and Urban Development (HUD) on or before May 21, 2021. The City is required to develop an Annual Action Plan to serve as the formal document to pursue established goals and objectives for all of its community planning and development projects and activities, including housing and economic programs, to utilize the CDBG funding for a period from July 1, 2021 to June 30, 2022. Staff has prepared the draft Annual Action Plan, with the assistance of our consultant, BluLynx Solutions, LLC. The draft plan is available on the Community Development website.

Council Priorities Served

Maintain public safety

Approval of the Annual Action Plan will provide services to low- and moderate-income households, homeless individuals, or individuals in danger of becoming homeless.

Responsible budgeting

The projects listed in the Annual Action are fully grant funded and no general fund impacts are expected.

Fiscal Impacts

Future funding authorizations will be presented to Council based on the Second Year Action Plan. All funding is from federal block grant allocations from HUD and no

general fund impact is expected.

Attachment

1. 2021-2022 Draft Annual Action Plan PowerPoint Presentation

FISCAL YEAR 2021 ANNUAL ACTION PLAN CITY COUNCIL



**CITY OF MURFREESBORO
COMMUNITY DEVELOPMENT DEPARTMENT**

MAY 20, 2021

FY2021 ANNUAL ACTION PLAN

2

- The City of Murfreesboro has been a direct recipient of a Community Development Block Grant since 1984 under HUD.
- We are required to prepare **Annual Action Plans** to describe programs and funding allocation. The AAP is a form plan that includes specific information in a prescribed format.

FY2021 ANNUAL ACTION PLAN

3

CERTIFICATIONS

CDBG grantees are required to certify annually that they have:

1. A Citizens Participation Plan
 2. An Anti-Displacement and Relocation Plan
 3. A current Analysis of Impediments to Fair Housing Choice
- The 2021 Action Plan draft has been available to the public on the City website and at:
 - www.murfreesborotn.gov
 - Community Development Dept. at 211 Bridge Ave. during normal business hours - Monday through Friday 8:00 am to 4:30 pm

FY2021 ANNUAL ACTION PLAN

4

FAIR HOUSING

- The longstanding policy of the City of Murfreesboro is to **affirmatively further fair housing**.

FY2021 ANNUAL ACTION PLAN

5

All CDBG funded projects must meet one of three national objectives.

1. Benefiting low- and moderate-income persons
2. Preventing or eliminating slums or blight
3. Meeting urgent needs

FY2021 ANNUAL ACTION PLAN

6

In Murfreesboro, CDBG funds are used to assist low- and moderate-income residents of the city.

- Low-or moderate geographic areas or individuals
 - Moderate-income is an annual household income between 50% and 80% of the HUD area median income.
 - Low- income is 50% or less of the HUD area median income.

Low-and Moderate-Income (LMI)

7

2020 ADJUSTED INCOME LIMITS

Nashville-Davidson-Murfreesboro-Franklin, TN HMFA Effective July 1, 2020

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
EXTREMELY LOW INCOME	17,300	19,800	22,250	26,200	30,680	35,160	39,640	44,120
VERY LOW (50%) INCOME	28,850	32,950	37,050	41,150	44,450	47,750	51,050	54,350
LOW (80%)INCOME	46,100	52,700	59,300	65,850	71,150	76,400	81,700	86,950

FY2021 ANNUAL ACTION PLAN

8

HUD provided to the City our annual CDBG allocation for the 2021-22 program year.

\$950,146.00 (Revised May 13, 2021)

This is an increase of **\$63,778.00** from the prior year.

FY2021 ANNUAL ACTION PLAN

9

ESTIMATED Funding

FY2021-22 CDBG allocation (<u>new \$</u>)	*\$950,146.00
FY2021 -22 Program income	<u>\$100,000.00</u>
Estimated CDBG Total Available	\$1,050,146.00
ESG allocation from THDA	\$161,250.00

** Note: As of Thursday, May 13, 2021, HUD has revised the City's CDBG allocations.*

FY2021 ANNUAL ACTION PLAN

10

A Draft Annual Action Plan was available to the public on April 7, 2021 and the public comment period closes May 21, 2021.

Following the close of the public comment period, the Annual Action Plan information will be reported to HUD for entry into the City's account for use during the next FY.

FY2021 ANNUAL ACTION PLAN

11

Housing Rehabilitation Program for- Emergency Repairs

Proposed Budget - **\$125,000.00**

Affordable Housing Program

First-time homebuyer assistance

Proposed Budget - **\$125,000.00**

FY2021 ANNUAL ACTION PLAN

12

Public Service Grants

Proposed budget - Up to **\$142,521.90**

Acquisition – Real Property

Proposed Budget - **\$49,931.00**

FY2021 ANNUAL ACTION PLAN

13

Public Facilities

Proposed budget - **\$237,663.90**

Administration

Proposed budget - **\$190,029.20***

** \$2,000.00 is included in administration budget for fair housing activity.*

FY2021 ANNUAL ACTION PLAN

14

Economic Development

Proposed budget - **\$180,000.00**

ESTIMATED Funding

FY2021-22 CDBG allocation (<u>new \$</u>)	*\$950,146.00
FY2021 -22 Program income	<u>\$100,000.00</u>
Estimated CDBG Total Available	\$1,050,146.00

* May 13, 2021, Revised Allocation

2021-2022 CDBG Proposed Budget	2021 EN - New Funding	Est. PI - 2021 PY	Total Funds Available
Estimated Funding	\$ 950,146.00	\$ 100,000.00	\$ 1,050,146.00
Admin	\$ 188,029.20		\$ 188,029.20
Admin - Fair Housing	\$ 2,000.00		\$ 2,000.00
Public Service	\$ 142,521.90		\$ 142,521.90
Public Facilities/Infrastructure	\$ 187,663.90	\$ 50,000.00	\$ 237,663.90
Rehab	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00
Economic Development	\$ 180,000.00		\$ 180,000.00
AHA	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00
Acquisition	\$ 49,931.00		\$ 49,931.00
TOTAL	\$ 950,146.00	\$ 100,000.00	\$ 1,050,146.00

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: City Paving Contract Renewal

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Renewal of the Annual City Paving Contract.

Staff Recommendation

Approval the renewal of the Annual City Paving contract with Blue Water Industries.

Background Information

The Annual City Paving Contract was bid and awarded to Blue Water Industries on June 7, 2018. This contract is typically used for resurfacing of existing city streets.

The contract is renewable for up to four years after the original award if agreed upon by both parties. This is the third renewal year.

Council Priorities Served

Maintain public safety

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The primary funding source for the Annual City Paving Contract is from State Street Aid which is the local share of the State's gasoline tax. The budget for paving is determined annually based on the City's anticipated State Street Aid revenues and paving needs.

Attachments

Letter requesting contract renewal from Blue Water Industries.



April 23, 2021

Mr. Chris Griffith
City of Murfreesboro
111 West Vine Street
P. O. Box 1139
Murfreesboro, TN 37133-1139

Re: 2018-2019 City Paving Contract
Contract Renewal – July 1, 2021 thru June 30, 2022

Dear Sir:

In accordance with the Special Conditions, Page 5, Item No. 15 Contract Extension, BWI MTN II Inc. dba Blue Water Industries respectfully requests that the above referenced contract be extended for an additional twelve (12) month period, effective July 1, 2021. We understand that all terms and conditions of the current contract will remain the same.

Respectfully submitted,

BLUE WATER INDUSTRIES

A handwritten signature in blue ink, appearing to read 'Jeremy D. Goad', is written over the company name.

Jeremy D. Goad
Vice President & General Manager

/pe

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: City Concrete and Storm Drainage Annual Contract Renewal

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Renewal of the Annual City Concrete and Storm Drainage Contract.

Staff Recommendation

Approve the renewal of the Annual City Concrete and Storm Drainage contract with Rollins Excavating, LLC.

Background Information

The Annual City Concrete and Storm Drainage contract was bid and awarded to Rollins Excavating, LLC. on June 13, 2019. This contract is typically used for the installation and/or maintenance of the storm drainage facilities and sidewalks. Most of the work is completed in response to a request from a resident or inspection by our public works staff.

The contract is renewable for up to four years after the original award if agreed upon by both parties. This is the second renewal year.

Council Priorities Served

Maintain public safety

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

Fiscal Impact

The primary funding source for the Annual City Concrete and Storm Drainage contract is from State Street Aid which is the local share of the State's gasoline tax. Additional funding is also obtained through the Storm Water User Fee.

Attachments

Letter requesting contract renewal from Rollins Excavating, LLC.

ROLLINS EXCAVATING CO., LLC.

1468 Middle Tennessee Blvd., Murfreesboro, TN 37130

April 23, 2021

Mr. Chris Griffith
City of Murfreesboro
111 E Vine St.
Murfreesboro, TN 37130

RE: Annual Concrete & Storm Drainage Contract

Dear Mr. Griffith,

Please be advised that Rollins Excavating Co., LLC hereby requests renewal of the City of Murfreesboro annual Concrete and Storm Drainage Contract for the July 1, 2021 thru June 30, 2022 term. In the event that any additional information is required concerning this matter, please do not hesitate to contact me.

It has been a pleasure conducting business with you & the City of Murfreesboro during the duration of our contract and we hope to continue to be of service to the City for the next term.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Beebe", with a large, stylized flourish at the end.

Jay Beebe, General Supt.
Rollins Excavating Co., LLC

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: City Specialty Paving Contract Renewal – Hawkins Asphalt Paving, LLC.

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Renewal of the Annual City Specialty Paving Contract.

Staff Recommendation

Staff recommends approval of the renewal of the Annual City Specialty Paving contract with Hawkins Asphalt Paving, LLC.

Background Information

The Annual City Specialty Paving Contract was bid and awarded to Hawkins Asphalt Paving on June 7, 2018. This contract is typically used for the resurfacing of existing city streets. The Specialty Paving contract includes items such as crack sealant, stamped asphalt cross walks and fog sealing that are not included in the traditional paving contract.

The contract is renewable up to four years after the original award if agreed upon by both parties. This is the third renewal year.

Council Priorities Served

Safe and Livable Neighborhoods

Improvement of City streets enhances the safety and livability of neighborhoods and the City’s roadway system.

Fiscal Impact

The primary funding source for the City Specialty Paving Contract is from State Street Aid which is the local share of the State’s gasoline tax. The budget for paving is determined annually based on the City’s anticipated State Street Aid revenues and paving needs.

Attachments

Letter from Hawkins Asphalt Paving, LLC. requesting contract renewal.

April 26, 2021

Mr. Chris Griffith
City of Murfreesboro
111 E. Vine St.
Murfreesboro, TN 37130

RE: Annual Paving Contract

Dear Mr. Griffith

This letter is to serve as notice that Hawkins Asphalt Paving, LLC would like to hereby request the renewal of the City of Murfreesboro annual Paving Contract for the upcoming year. Please feel free to contact me if you need any additional information from Hawkins Asphalt Paving, LLC.

I would further like to express that it has been a great pleasure working with you and the City of Murfreesboro throughout the duration of our contract and we hope to continue to be of service to the City for the upcoming term.

Sincerely,



Steven Flippo
Hawkins Asphalt Paving, LLC
Office Manager

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfers.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfers have been approved for the Street Department:

Dual Axle Trucks

Transfer \$5,822 from ¾ Ton Trucks and \$3,668 from 1 Ton Dump Truck to Dual Axle Trucks.

Mini Skid Steer

Transfer \$2,542 from 1 Ton Dump Truck and \$8,294 from Paving Machine to Mini Skid Steer.

Vacuum Leaf Truck

Transfer \$14,294 from Paving Machine to Vacuum Leaf Truck.

Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

CIP Funds Transfer Request – 2021 Bond

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Security Solution for City Network Infrastructure

Department: Information Technology - Operations

Presented by: Matt Jarratt

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 security solution for network infrastructure.

Staff Recommendation

Approve of the purchase of the proposed security solution.

Background Information

The Department is requesting a replacement for an existing, aging security solution.

IT Leadership has identified a suitable replacement for an existing security solution.

This replacement is capable of addressing current security concerns, and it will update the City's infrastructure in compliance with current best-practice standards. *(For security purposes, the solution product names are being protected.)*

Council Priorities Served

Excellent Services with a Focus on Customer Service

Fiscal Impacts

The pricing is based off the Wilson County Board of Education Contract (51AHO). Funding of \$80,238.07 will be split between the IT - Operations Information Systems budget and Water Resources.

Attachments

1. Waypoint Quote
2. Authorization to Issue Purchase Order



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ10452

Date Apr 23, 2021

Bill To

City of Murfreesboro

Matt Byrnes
111 W Vine St
Murfreesboro, TN 37130

Phone 615.893.5210

Email mbyrnes@murfreesborotn.gov

Ship To

City of Murfreesboro

Matt Byrnes
111 W Vine St
Murfreesboro, TN 37130

Phone 615.893.5210

Email mbyrnes@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Wilson County Board of Education
51AHO

Notes:

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	1	Confidential	\$17,696.25	\$17,696.25
2	1		\$12,386.25	\$12,386.25
3	1		\$44,640.00	\$44,640.00
4	2		\$678.75	\$1,357.50
5	2		\$243.75	\$487.50
6	1		\$3,670.57	\$3,670.57

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$80,238.07
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$80,238.07

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

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COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Professional Services Agreement with Tennis Instructor Jason Ontog

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Professional Services Agreement (PSA) with Tennis Instructor Jason Ontog.

Staff Recommendation

Approve PSA with Jason Ontog.

Background Information

Most tennis lessons at the Adams Tennis Complex (ATC) are taught by independent tennis instructors who are paid a percentage of the fees charged for the lessons. Fees are charged to patrons by the complex and split with the instructors. Instructors receive 70% of the fees, and the remaining fees are retained by the Complex.

Jason Ontog is a very popular instructor whose individual lesson percentage is expected to surpass \$25,000 per annum.

Council Priorities Served

Establish strong City brand

Professional tennis instruction at Adams Tennis Complex is paramount for the engaging of all skill levels of the tennis community in Murfreesboro. Additionally, maintaining a robust instruction offering advances the brand of Adams Tennis Complex that, in turn, makes Murfreesboro a destination for skill development and competitive tournaments.

Fiscal Impact

Tennis instructor expenses are covered in the Parks and Recreation FY21/FY22 budgets.

Attachment

Tennis Instructor PSA

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JASON ONTOG**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and Jason Ontog, hereinafter referred to as "Tennis Pro", this 12th day of May, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between May 12, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. The Tennis Pro shall receive seventy percent (70%) of one-day tennis social events (e.g. mixers, round robins, or social play days) that the Tennis Pro runs. Social events must be approved by the Head Tennis Professional and will be contingent on availability of courts. Should the Tennis Pro desire to run a Tournament, or other sanctioned, or multi day event, they must adhere to current tournament policies and procedures. All payments shall be made on a monthly basis for funds received during the preceding month.
 - e. Tennis Pro shall receive 70% of the Tennis Pro's hourly private lesson rate for each hour Tennis Pro elects to teach in a Group Tennis class or Tennis Camp program organized by the Head Tennis Professional of the City of Murfreesboro. All payments shall be made on a monthly basis for funds received during the preceding month.
 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. 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 Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- g. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. Tennis Pro must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- h. Tennis Pro shall provide the City a completed Volunteer Background Check form for himself/herself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- j. Tennis Pro has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- k. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- l. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- m. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- n. Tennis Pro may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify Tennis Pro through personal email and other media outlets. (e.g MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to said event.
- o. Tennis Pro cannot coach an Adams Tennis Complex member who the Tennis Pro coaches (or has coached at any time) at the Adams Tennis Complex at another location during the Tennis Pro's contract with the City.
- p. Tennis Pro must notify John Kreis Head Tennis Professional or the Adams Tennis Complex Facility Supervisor at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Head Tennis Professional. Waivers will be given on an individual basis.

- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Head Tennis Professional. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Head Tennis Professional.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in their contract.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro may request an exception to any of these requirements by submitting the request in writing to the ATC Head Tennis Pro. Approval or disapproval of any such requests shall be issued by the ATC Head Tennis Pro in writing.

3. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct lessons, camps or clinics at the Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro two (2) weeks' notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.
- f. City shall waive non-member fees for personal court time.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with Tennis Pro prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to Tennis Pro.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

- 5. Allocation of fees.** Of all paid registrations, the Tennis Pro shall receive seventy percent (70%) of the gross revenues and the City shall retain the remaining thirty percent (30%). All

payments shall be made on a monthly basis payable to Tennis Pro for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. Tennis Pro warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant in connection with work contemplated or performed relative to this Agreement.
- b. Tennis Pro shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Tennis Pro shall be entitled to receive just and equitable compensation from those who have engaged the services of Tennis Pro for themselves for any services or work completed as of the termination date.
- d. If Tennis Pro fails to fulfill in timely and proper manner its obligations under this Agreement, or if Tennis Pro shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
- e. Notwithstanding the above, Tennis Pro shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by Tennis Pro.
- f. Tennis Pro shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
- g. Tennis Pro acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. Tennis Pro further acknowledges that this agreement is subject to the approval of the Head Tennis Professional.

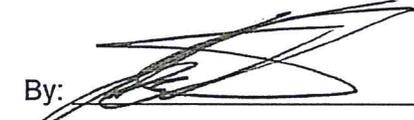
- 8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
- 9. **Amendment.** This Agreement constitutes the entire Agreement between the City and Tennis Pro. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and User have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

JASON ONTOG, TENNIS PRO

By: _____
Shane McFarland, Mayor

By: 
Title: TENNIS PROFESSIONAL

Date: _____

Date: 5.12.21

Address: 585 COUNTRY CLUB LN

City, State Zip Code: NASHVILLE, TN 37205

Phone: 662.816.6965

Email: JASONONTOG@gmail.com

APPROVED AS TO FORM:

DocuSigned by:


Adam Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Mandatory Referral for Property Donation and Easement Dedication along Cason Trail

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to dedicate utility easements and accept property donation along Cason Trail.

Staff Recommendation

Approve the mandatory referral request.

It is anticipated that the Planning Commission will vote to recommend approval at its May 19, 2021 regular meeting. If the Planning Commission does not vote to recommend approval of this request, then this item will be withdrawn from the Council agenda.

Background Information

In this mandatory referral [2021-704], Council is being asked to consider approving the acceptance of a donation of 10.79 acres adjacent to the Cason Trail greenway trailhead. It is currently part of the tract being developed with the Parkside at Hidden River Subdivision but is surplus land that the developer has agreed to donate to the City. This acreage is intended to be used by the City for future trailhead amenities.

In addition to the land donation, the Planning Commission is being asked to authorize the recording of utility easements on the existing trailhead parcel, which is already owned by the City, as well as the parcel that is proposed to be donated to the City. These easements will accommodate both existing and proposed utilities. In total there are four Middle Tennessee Electric easements and two Murfreesboro Water Resources sanitary sewer easements. Exhibits depicting the easements and land donation are attached for reference.

Approval of this mandatory referral will enable the Mayor to sign the appropriate legal instruments to implement the land donation and the easement dedication.

Council Priorities Served

Responsible Budgeting

The developer of the adjacent subdivision has offered to donate this land at no cost to

the City.

Establish strong City brand

The additional land will allow for future amenities at an already popular greenway trailhead, further solidifying the City's position as a leader in providing top-notch recreational facilities.

Expand Infrastructure

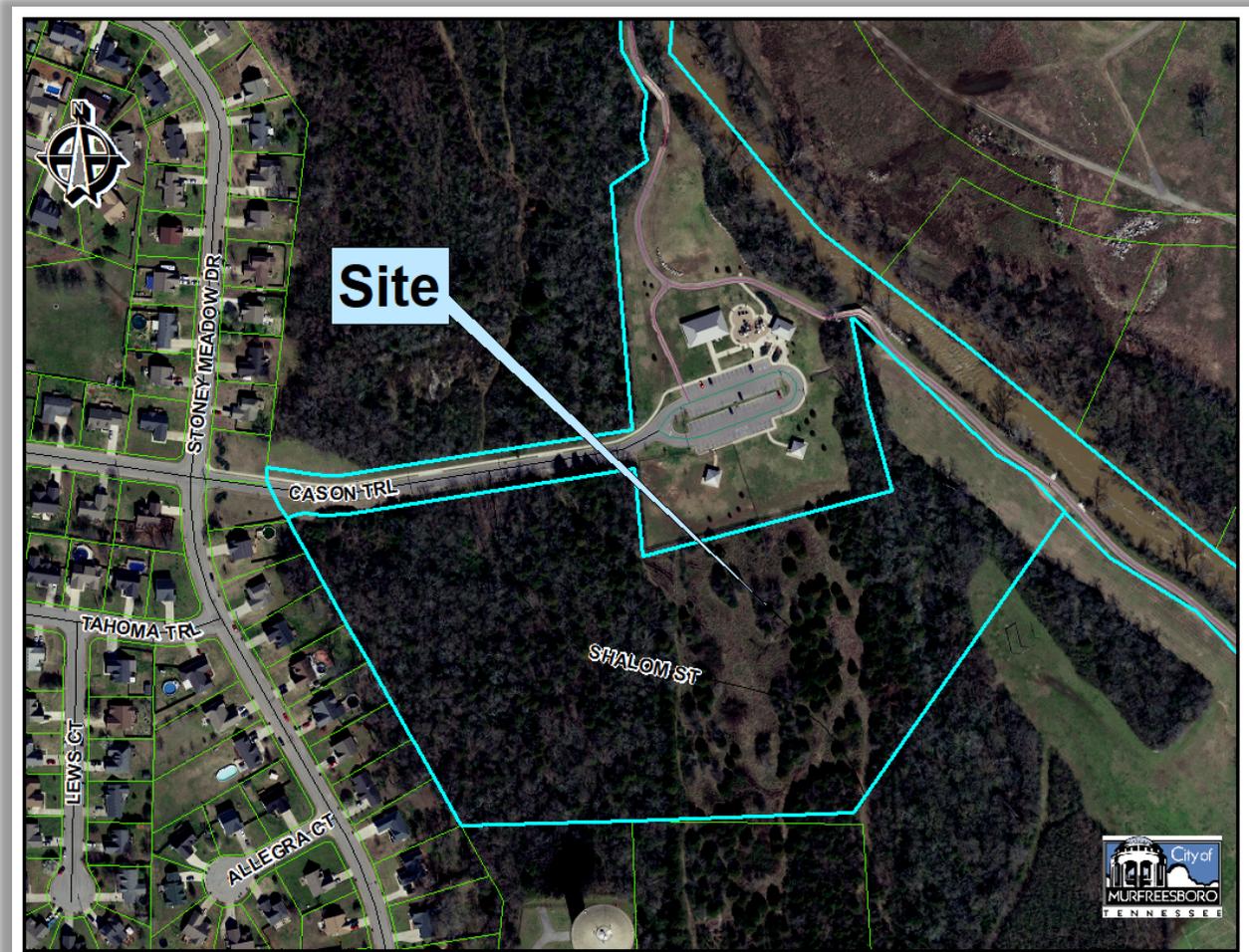
The easement dedication will allow the existing and proposed utilities to be properly situated within easements.

Attachments:

1. Staff comments from 05/19/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 19, 2021
PROJECT PLANNER: MATTHEW BLOMELEY**

- 8.a. **Mandatory Referral [2021-707] to consider the transfer of property to the City and the dedication of utility easements along Cason Trail in conjunction with the Parkside at Hidden River development, Huddleston-Steele Engineering, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider approving the acceptance of a donation of 10.79 acres adjacent to the Cason Trail greenway trailhead. It is currently part of the tract being developed with the Parkside at Hidden River Subdivision but is surplus land that the developer has agreed to donate to the City. This acreage is intended to be used by the City for future trailhead amenities.

In addition to the land donation, the Planning Commission is being asked to authorize the recording of utility easements on the existing trailhead parcel, which is already owned by the City, as well as the parcel that is proposed to be donated to the City. These easements will accommodate both existing and proposed utilities. In total there are four Middle Tennessee Electric easements and one Murfreesboro Water Resources sanitary sewer easement.

Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions in order to allow the Mayor to sign the appropriate legal instruments.



City of Murfreesboro
Mandatory Referral Application

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

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

Property Information:

Tax Map/Group/Parcel: 102/-/56.01 | Address (if applicable): Cason Trail
 Tax Map/Group/Parcel: 102/-/56.04 |
 Street Name (if abandonment of ROW): N/A
 Type of Mandatory Referral: Four proposed MTE Easements, Two Proposed Sanitary Sewer Easements, and one parcel of land to be donated

Applicant Information:

Name of Applicant: Brian Burns
 Company Name (if applicable): Hidden River Development Company, LLC
 Street Address or PO Box: 6 N. Public Square
 City: Murfreesboro
 State: TN | Zip Code: 37129
 Email Address: brian@bsky.email
 Phone Number: 615-405-5647

Required Attachments:

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


 Applicant Signature

5-11-21
 Date



May 13, 2021

Mr. Greg McKnight, Planning Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: Four Proposed MTE Easements
Two Proposed Sanitary Sewer Easements
One Parcel to be donated to City of Murfreesboro
Murfreesboro, TN

Dear Mr. McKnight:

At the request of our client, Brian Burns, we hereby make a request to propose four MTE Easements, one Sanitary Sewer Easement, and one Parcel to be donated to City of Murfreesboro with a mandatory referral by Planning Commission and City Council. Property descriptions and an exhibits are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

Property Description

City of Murfreesboro

(Lot 443, Cason Grove, Section 12 (Plat Book 23, Page 99))

Tax Map 101L, Group F, Part of Parcel 14

Record Book 198, Page 996

MTE Easement (#1)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the west by Stoney Meadow Drive; on the north by the remaining property of City of Murfreesboro (Record Book 198, Page 996); on the east by City of Murfreesboro, Cason Trail (Record Book 650, Page 1090); and on the south by the remaining property of City of Murfreesboro (Record Book 198, Page 996).

Commencing at an iron pin at the northeast corner of Lot 444, Cason Grove, Section 12 (Plat Book 23, Page 99), also being the southeast corner of Lot 443, Cason Grove, Section 12; thence with the east line of Lot 443, Cason Grove, Section 12, N29°51'20"W, 0.45 feet to the Point of Beginning, being the southeast corner of this easement;

Thence through the remaining property of Lot 443, Cason Grove, Section 12, N86°21'35"W, 16.65 feet to an iron pin;

Thence N82°02'46"W, 141.10 feet to an iron pin in the east right-of-way of Stoney Meadow Drive, being the southwest corner of this easement;

Thence with the east right-of-way of Stoney Meadow Drive, with a curve to the right having a radius of 475.00 feet, an arc length of 57.17 feet, and a chord bearing and distance of N01°17'53"E, 57.14 feet to an iron pin, being the northwest corner of this easement;

Thence through the remaining property of Lot 443, Cason Grove, Section 12, S80°37'44"E, 123.67 feet to an iron pin, being the northeast corner of this easement;

Thence with the east line of Lot 443, Cason Grove, Section 12, S29°51'20"E, 66.38 feet to the Point of Beginning, being 7,780 square feet, more or less.

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

Prepared by:

Huddleston-Steele Engineering, Inc.

2115 NW Broad Street

Murfreesboro, TN 37129

John D. Huddleston
5/13/21

Property Description

City of Murfreesboro, Cason Trail, Stones River Greenway

Tax Map 102, Part of Parcel 56.04

Record Book 650, Page 1090

MTE Easement (#2)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the west by City of Murfreesboro (Record Book 198, Page 996) (Lot 443, Cason Grove, Section 12 (Plat Book 23, Page 99)); on the north and east by the remaining property of City of Murfreesboro, Cason Trail, Stones River Greenway (Record Book 650, Page 1090); and on the south by Hidden River Development Company, LLC (Record Book 1909, Page 3728).

Commencing at an iron pin at the southeast corner of City of Murfreesboro, Stones River Greenway; thence with the south line of City of Murfreesboro, Stones River Greenway, S75°10'20"W, 64.32 feet to the Point of Beginning, being the southeast corner of this easement;

Thence with the south line of City of Murfreesboro, Stones River Greenway, S75°11'54"W, 40.14 feet to an iron pin, being a southwest corner of this easement;

Thence through the property of City of Murfreesboro, Stones River Greenway, N19°31'05"W, 151.95 feet to an iron pin;

Thence S75°06'51"W, 351.86 feet to an iron pin in the west line of City of Murfreesboro, Stones River Greenway;

Thence with said east line, N04°59'21"W, 15.78 feet to an iron pin found;

Thence with the south line of City of Murfreesboro, Cason Trail, S80°58'03"W, 534.73 feet to an iron pin;

Thence with a curve to the right having a radius of 337.01 feet, and arc length of 102.20 feet, and a chord bearing and distance of S88°40'58"W, 101.81 feet to an iron pin;

Thence N79°22'58"W, 46.29 feet to an iron pin, being a southwest corner of this easement;

Thence with the east line of Lot 443, Cason Grove, Section 12, N29°51'20"W, 42.65 feet to an iron pin, being the westernmost corner of this easement;

Thence through the property of City of Murfreesboro, Cason Trail, the following calls:

S80°37'44"E, 88.73 feet to an iron pin;

S84°36'22"E, 38.88 feet to an iron pin;

N82°02'21"E, 313.93 feet to an iron pin;

N75°39'35"E, 50.68 feet to an iron pin;

N80°24'02"E, 130.86 feet to an iron pin;

S83°57'35"E, 41.38 feet to an iron pin;

Thence through the property of City of Murfreesboro, Stones River Greenway, the following calls:

N75°06'51"E, 399.25 feet to an iron pin;

N17°31'05"W, 14.86 feet to an iron pin;

N72°28'55"E, 5.00 feet to an iron pin, being the northernmost corner of this easement;

S17°31'05"E, 15.09 feet to an iron pin;

N75°06'51"E, 16.86 feet to an iron pin,, being the northeast corner of this easement;

S19°31'05"E, 16.86 feet to an iron pin;

N73°06'51"E, 15.09 feet to an iron pin;

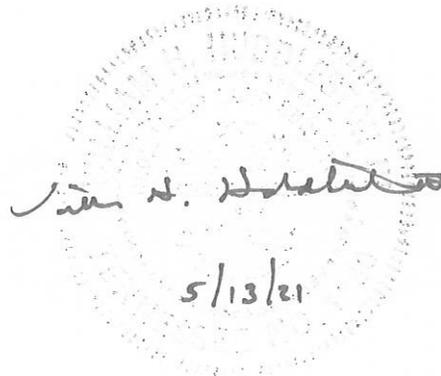
S16°53'09"E, 5.00 feet to an iron pin;

S73°06'51"W, 14.86 feet to an iron pin;

Thence S19°31'05"E, 170.27 feet to the Point of Beginning, being 0.96 acre or 41,889 square feet, more or less.

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

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 NW Broad Street
Murfreesboro, TN 37129



A circular professional seal for a Tennessee Professional Engineer. The seal contains the text "Tennessee Professional Engineer" around the perimeter. In the center, there is a handwritten signature "W. S. Huddleston" and the date "5/13/21".

Property Description
Hidden River Development Company, LLC
Tax Map 102, Part of Parcel 56.01
Record Book 1909, Page 3728

MTE Easement (#3)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the south and west by the remaining property of Hidden River Development Company, LLC (Record Book 1909, Page 3728); on the north by City of Murfreesboro, Cason Trail (Record Book 650, Page 1090); and on the east by City of Murfreesboro, Stones River Greenway (Record Book 650, Page 1090).

Beginning at an iron pin found in the east line of City of Murfreesboro, Stones River Greenway, also being the southeast corner of City of Murfreesboro, Cason Trail;

Thence with said east line, S04°59'21"E, 15.78 feet to an iron pin, being the southeast corner of this easement;

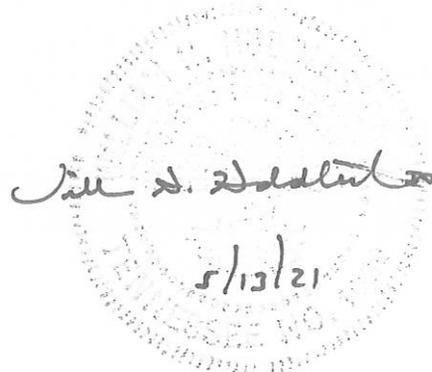
Thence leaving said east line and through the property of Hidden River Development Company, LLC, S75°06'51"W, 40.60 feet to an iron pin, being the southwest corner of this easement;

Thence N04°59'21"W, 19.93 feet to an iron pin in the south line of City of Murfreesboro, Cason Trail, being the northwest corner of this easement;

Thence with said south line, N80°58'03"E, 40.10 feet to the iron pin found at the Point of Beginning, being 714 square feet, more or less.

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

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 NW Broad Street
Murfreesboro, TN 37129



Property Description

City of Murfreesboro, Stones River Greenway
Tax Map 102, Part of Parcel 56.04
Record Book 650, Page 1090

Sanitary Sewer Easement (#4)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the west, north and east by the remaining property of City of Murfreesboro, Stones River Greenway (Record Book 650, Page 1090); and on the south by Hidden River Development Company, LLC (Record Book 1909, Page 3728).

Commencing at an iron pin found in the west line of City of Murfreesboro, Stones River Greenway, being the southeast corner of City of Murfreesboro, Cason Trail; thence with said west line, S04°59'21"E, 169.12 feet to an iron pin in the north line of Hidden River Development Company, LLC, being the southwest corner of City of Murfreesboro, Stones River Greenway; thence N75°10'20"E, 85.45 feet to the Point of Beginning, being the southwest corner of this easement;

Thence leaving the north line of Hidden River Development Company, LLC, and through the property of City of Murfreesboro, Stones River Greenway, the following calls:

N14°55'50"E, 16.88 feet to an iron pin, being the northwest corner of this easement;

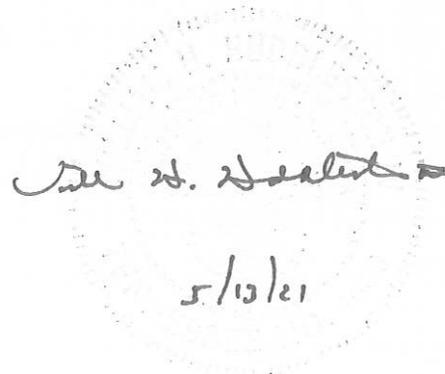
N72°50'53"E, 199.11 feet to an iron pin, being the northeast corner of this easement;

S06°29'50"W, 24.40 feet to an iron pin in the north line of Hidden River Development Company, LLC, being the southeast corner of this easement;

Thence with said north line, S75°10'20"W, 198.45 feet to the Point of Beginning, being 3,678 square feet, more or less.

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

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 NW Broad Street
Murfreesboro, TN 37129



Dee W. Huddleston
5/13/21

A circular stamp is visible in the background of the signature area, but its text is illegible.

Property Description

Hidden River Development Company, LLC

Tax Map 102, Part of Parcel 56.01

Record Book 1909, Page 3728

40' MTE Easement (#5)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the west by the remaining property of Hidden River Development Company, LLC (Record Book 1909, Page 3728); on the north by City of Murfreesboro, Stones River Greenway (Record Book 650, Page 1090); on the east by the remaining property of Hidden River Development Company, LLC (Record Book 1909, Page 3728); and on the south by planned Shalom Farms Subdivision.

Commencing at an iron pin at the southeast corner of City of Murfreesboro, Stones River Greenway; thence with the south line of City of Murfreesboro, Stones River Greenway, S75°10'20"W, 64.32 feet to the Point of Beginning, being the northeast corner of this easement;

Thence leaving the south line of City of Murfreesboro, Stones River Greenway, and into the property of Hidden River Development Company, LLC, the following calls:

S19°31'05"E, 247.64 feet to an iron pin;

N79°21'42"E, 15.43 feet to an iron pin;

S10°38'18"E, 5.00 feet to an iron pin;

S79°21'42"W, 15.42 feet to an iron pin;

S06°21'35"E, 162.13 feet to an iron pin;

S06°24'10"E, 146.65 feet to an iron pin, being the southeast corner of this

easement;

Thence with the north line of planned Shalom Farms Subdivision, S88°17'36"W, 40.13 feet to an iron pin, being the southwest corner of this easement;

Thence leaving the north line of planned Shalom Farms Subdivision, and into the property of Hidden River Development Company, LLC, the following calls:

N06°24'10"W, 143.38 feet to an iron pin;

N06°21'35"W, 160.84 feet to an iron pin;

N19°31'05"W, 248.04 feet to an iron pin in the south line of City of

Murfreesboro, Stones River Greenway, being the northwest corner of this easement;

Thence with the south line of City of Murfreesboro, Stones River Greenway, S75°11'54"W, 40.14 feet to the Point of Beginning, being 0.51 acre or 22,351 square feet, more or less.

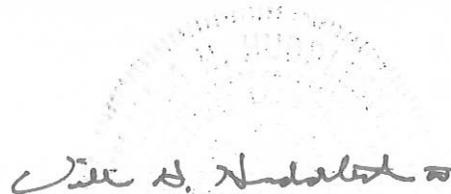
This easement is subject to all other easements and/or restrictions, either recorded or by prescription, that a complete title search may reveal.

Prepared by:

Huddleston-Steele Engineering, Inc.

2115 NW Broad Street

Murfreesboro, TN 37129



5/13/21

Property Description

Hidden River Development Company, LLC

Tax Map 102, Part of Parcel 56.01

Record Book 1909, Page 3728

Tract to be Donated to City of Murfreesboro (#6)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the northwest by City of Murfreesboro, Cason Trail and Stones River Greenway (Record Book 650, Page 1090); on the northeast by City of Murfreesboro, West Fork Stones River; on the south by planned Shalom Farms Subdivision; and on the west by planned Shalom Street and planned Parkside at Hidden River Subdivision.

Beginning at an iron pin at the southeast corner of City of Murfreesboro, Stones River Greenway, said pin being an interior corner of this tract;

Thence with the east line of City of Murfreesboro, Stones River Greenway, N15°42'09"W, 172.21 feet to an iron pin;

Thence N10°51'26"W, 166.44 feet to an iron pin, being the northernmost corner of this tract;

Thence S86°09'26"E, 4.10 feet to an iron pin;

Thence with the southwest line of City of Murfreesboro, West Fork Stones River, the following calls:

S46°23'35"E, 40.00 feet to an iron pin;

S46°23'35"E, 340.23 feet to an iron pin;

S59°30'20"E, 66.57 feet to an iron pin;

S44°01'19"E, 196.22 feet to an iron pin;

S58°35'09"E, 184.74 feet to an iron pin;

S51°01'09"E, 526.08 feet to an iron pin, being the northeast corner of planned Shalom Farms Subdivision, and the southeast corner of this tract;

Thence with the north line of planned Shalom Farms Subdivision, S88°20'11"W, 982.29 feet to an iron pin in the east right-of-way of planned Shalom Street, being the southwest corner of this tract;

Thence with the planned right-of-way of Shalom Street, with a curve to the right having a radius of 100.00 feet, an arc length of 15.66 feet, and a chord bearing and distance of N10°09'46"W, 15.65 feet to an iron pin;

Thence continuing with the planned right-of-way of Shalom Street, with a curve to the left having a radius of 100.00 feet, an arc length of 31.98 feet, and a chord bearing and distance of N14°50'19"W, 31.85 feet to an iron pin;

Thence continuing with the planned right-of-way of Shalom Street, with a curve to the left having a radius of 292.00 feet, an arc length of 42.76 feet, and a chord bearing and distance of N28°11'48"W, 42.72 feet to an iron pin;

Thence with the east line of planned Parkside at Hidden River Subdivision the following calls:

N57°36'29"E, 59.60 feet to an iron pin;

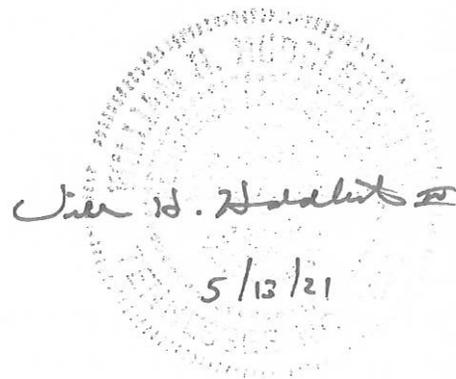
N08°22'38"W, 17.99 feet to an iron pin;

N07°18'44"W, 102.01 feet to an iron pin;

N08°39'20"W, 47.84 feet to an iron pin;
N61°58'49"W, 230.97 feet to an iron pin;
N77°22'13"W, 150.41 feet to an iron pin;
S75°10'20"W, 137.13 feet to an iron pin;
N14°49'40"W, 43.44 feet to an iron pin;
N04°59'21"W, 169.74 feet to an iron pin in the south line of City of Murfreesboro, Cason Trail, being the northeast corner of planned Parkside at Hidden River Subdivision and the westernmost corner of this tract;
Thence with the south line of City of Murfreesboro, Cason Trail, N80°58'03"E, 40.10 feet to an iron pin found;
Thence with the west line of City of Murfreesboro, Stones River Greenway, S04°59'21"E, 169.12 feet to an iron pin;
Thence with the south line of City of Murfreesboro, Stones River Greenway, N75°10'20"E, 494.95 feet to the iron pin at the beginning, being 10.79 acres, more or less.

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

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 NW Broad Street
Murfreesboro, TN 37129



Property Description

Hidden River Development Company, LLC

Tax Map 102, Part of Parcel 56.01

Record Book 1909, Page 3728

Sanitary Sewer Easement (#7)

Located in the 13th Civil District, Rutherford County, Tennessee. Bounded on the east and south by the remaining property of Hidden River Development Company, LLC (Record Book 1909, Page 3728); on the south by planned Parkside at Hidden River Subdivision; on the west by the remaining property of Hidden River Development Company, LLC (Record Book 1909, Page 3728); and on the north by City of Murfreesboro, Stones River Greenway (Record Book 650, Page 1090).

Commencing at an iron pin found in the west line of City of Murfreesboro, Stones River Greenway, being the southeast corner of City of Murfreesboro, Cason Trail; thence with said west line, S04°59'21"E, 169.12 feet to an iron pin in the north line of Hidden River Development Company, LLC, being the southwest corner of City of Murfreesboro, Stones River Greenway; thence N75°10'20"E, 85.45 feet to the Point of Beginning, being the northwest corner of this easement;

Thence with the south line of City of Murfreesboro, Stones River Greenway, N75°10'20"E, 198.45 feet to an iron pin, being the northeast corner of this easement;

Thence leaving said south line and through the property of Hidden River Development Company, LLC, S06°29'50"W, 8.35 feet to an iron pin;

Thence S72°50'53"W, 169.37 feet to an iron pin;

Thence S14°56'32"W, 29.20 feet to an iron pin in the north line of planned Parkside at Hidden River Subdivision;

Thence with said north line, S75°10'20"W, 34.55 feet to an iron pin, being the southwest corner of this easement;

Thence N14°55'50"E, 46.08 feet to the iron pin at the Point of Beginning, being 3,231 square feet, more or less.

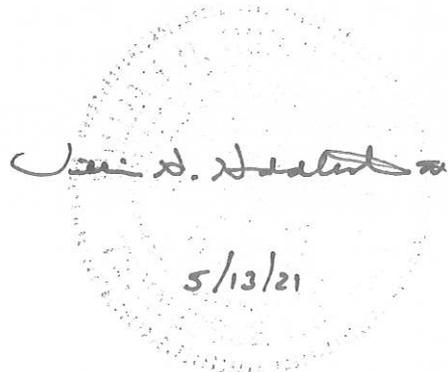
This easement is subject to all other easements and/or restrictions, either recorded or by prescription, that a complete title search may reveal.

Prepared by:

Huddleston-Steele Engineering, Inc.

2115 NW Broad Street

Murfreesboro, TN 37129



Handwritten signature: *Jan. D. Huddleston*
Date: 5/13/21

(#1) PROPOSED
M.T.E. ELECTRIC
EASEMENT
(7,780 S.F.±)

(#2) PROPOSED
M.T.E. ELECTRIC EASEMENT
(0.96 AC.±, 41,889 S.F.±)

(#4) PROPOSED
SANITARY SEWER
EASEMENT
(3,678 S.F.±)

CITY OF MURFREESBORO
(STONES RIVER GREENWAY,
CASON TRAILHEAD)
REC.BK.650/1090
TAX MAP 102/56.04

PROPOSED
M.T.E. ELECTRIC
EASEMENT (#2)
(0.91 AC.±,
41,889 S.F.±)

PROPOSED (#5)
M.T.E. ELECTRIC
EASEMENT
(0.51 AC.±,
22,351 S.F.±)

(#3) PROPOSED
M.T.E. ELECTRIC
EASEMENT
(714 S.F.±)

(#7) PROPOSED
SANITARY SEWER
EASEMENT
(3,231 S.F.±)

LOT 443
CASON GROVE,
SECTION 12
P.B.23/99
TAX MAP 101L, "F",
PARCEL 14

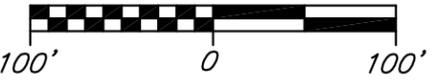
LINE	BEARING	LENGTH
L1	N9°22'16"E	56.53'
L2	S84°36'22"E	38.88'
L3	N75°39'35"E	50.68'
L4	N17°31'05"W	14.86'
L5	N72°28'55"E	5.00'
L6	N17°31'05"W	15.09'
L7	N75°06'51"E	16.86'
L8	N19°31'05"W	16.86'
L9	N73°06'51"E	15.09'
L10	N16°53'09"W	5.00'
L11	N73°06'51"E	14.86'
L12	N79°21'42"E	15.43'
L13	S10°38'18"E	5.00'
L14	N79°21'42"E	15.42'
L15	S88°17'36"W	40.13'
L16	N4°59'21"W	19.93'
L17	S83°57'35"E	43.56'
L18	N79°22'58"W	46.29'
L19	N86°21'35"W	16.65'
L21	N82°02'46"W	141.10'

LINE	BEARING	LENGTH
L22	S83°57'35"E	41.38'
L23	S75°11'54"W	40.14'
L24	S29°51'20"E	66.38'
L25	S80°37'44"E	88.73'
L26	S80°58'03"W	110.00'
L27	N14°55'50"E	16.88'
L28	S6°29'50"W	24.40'
L29	N75°10'20"E	85.45'
L30	N75°06'51"E	40.60'
L31	N80°58'03"E	40.10'
L32	S4°59'21"E	15.78'

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C23	17°22'31"	337.01'	102.20'	101.81'	S88°40'58"W
C25	6°53'47"	475.00'	57.17'	57.14'	S11°7'53"W

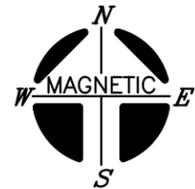


MANDATORY REFERRAL EXHIBIT
PARKSIDE AT
HIDDEN RIVER
SUBDIVISION
13th Civil District - Rutherford County, TN.
OWNER: HIDDEN RIVER DEVELOPMENT COMPANY, LLC
ADDRESS: 6 N. PUBLIC SQUARE
MURFREESBORO, TN 37129



CALVARY BANKING TRUST DEPT.
R.B. 503/PG. 3658

CITY OF MURFREESBORO
(STONES RIVER GREENWAY,
CASON TRAILHEAD)
REC.BK.650/1090
TAX MAP 102/56.04

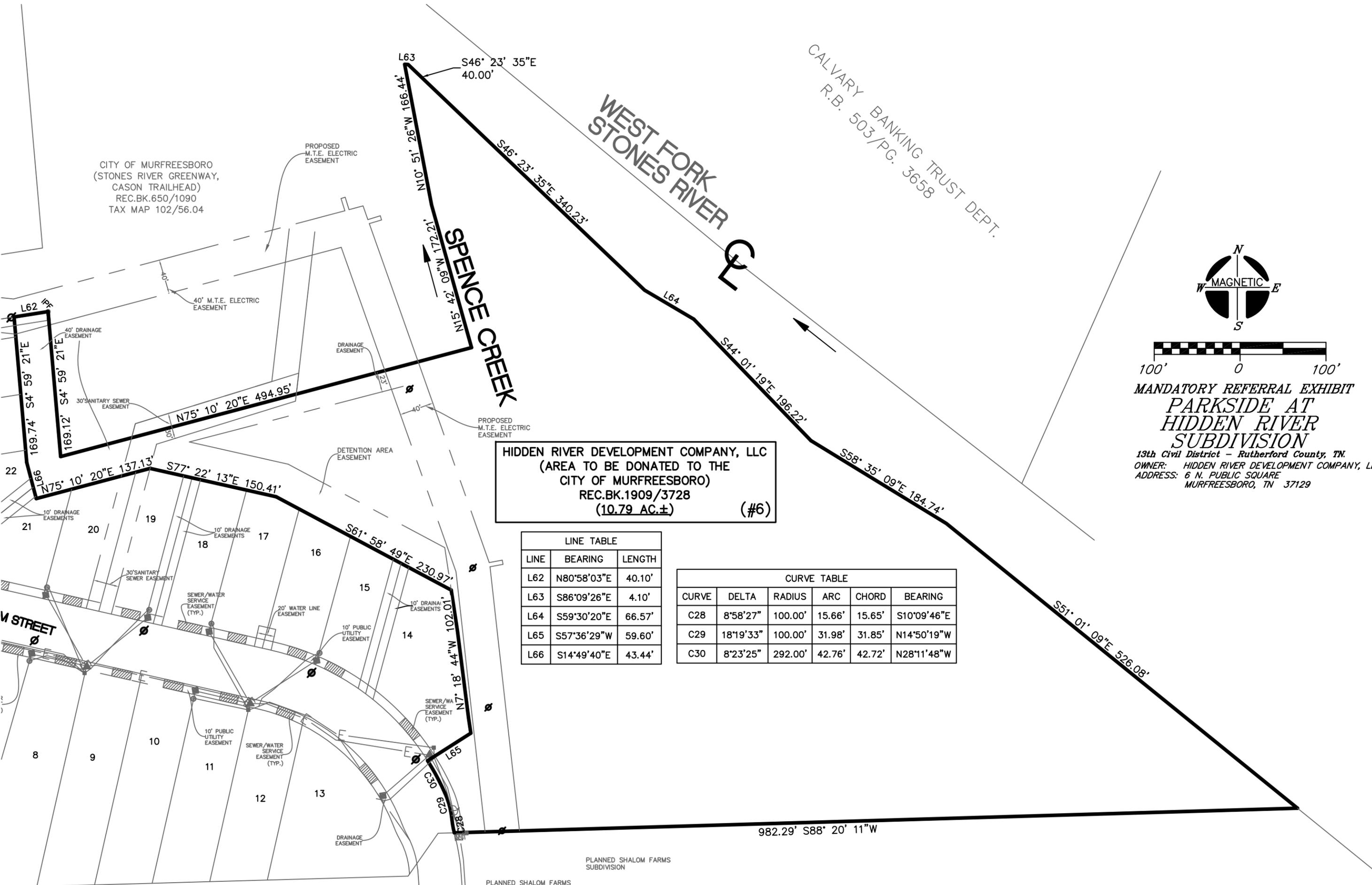


MANDATORY REFERRAL EXHIBIT
PARKSIDE AT
HIDDEN RIVER
SUBDIVISION
13th Civil District - Rutherford County, TN.
OWNER: HIDDEN RIVER DEVELOPMENT COMPANY, LLC
ADDRESS: 6 N. PUBLIC SQUARE
MURFREESBORO, TN 37129

HIDDEN RIVER DEVELOPMENT COMPANY, LLC
(AREA TO BE DONATED TO THE
CITY OF MURFREESBORO)
REC.BK.1909/3728
(10.79 AC.±) (#6)

LINE TABLE		
LINE	BEARING	LENGTH
L62	N80°58'03"E	40.10'
L63	S86°09'26"E	4.10'
L64	S59°30'20"E	66.57'
L65	S57°36'29"W	59.60'
L66	S14°49'40"E	43.44'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C28	8°58'27"	100.00'	15.66'	15.65'	S10°09'46"E
C29	18°19'33"	100.00'	31.98'	31.85'	N14°50'19"W
C30	8°23'25"	292.00'	42.76'	42.72'	N28°11'48"W



COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Mandatory Referral for Drainage Easement Abandonment on Goose Creek Lane

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to abandon drainage easement along Goose Creek Lane.

Staff Recommendation

Approve the mandatory referral request.

It is anticipated that the Planning Commission will vote to recommend approval at its May 19, 2021 regular meeting. If the Planning Commission does not vote to recommend approval of this request, then this item will be withdrawn from the Council agenda.

Background Information

In this mandatory referral [2021-710], Council is being asked to consider abandoning a portion of an existing drainage easement along Goose Creek Lane in the Three Rivers Subdivision. The easement was recorded with Section 8 of Three Rivers but then the drainage system was modified with the construction of Section 10. The remaining easement is surplus and serves no purpose. Construction of a house on Lot 380 is being held up until this issue is resolved. The Planning Department's Project Engineer has reviewed this request and concurs that the portion of the easement requested to be abandoned is no longer needed. Staff recommends that Council approve this request subject to the following conditions:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will also be responsible for recording those documents.

Council Priorities Served

Establish Strong City Brand

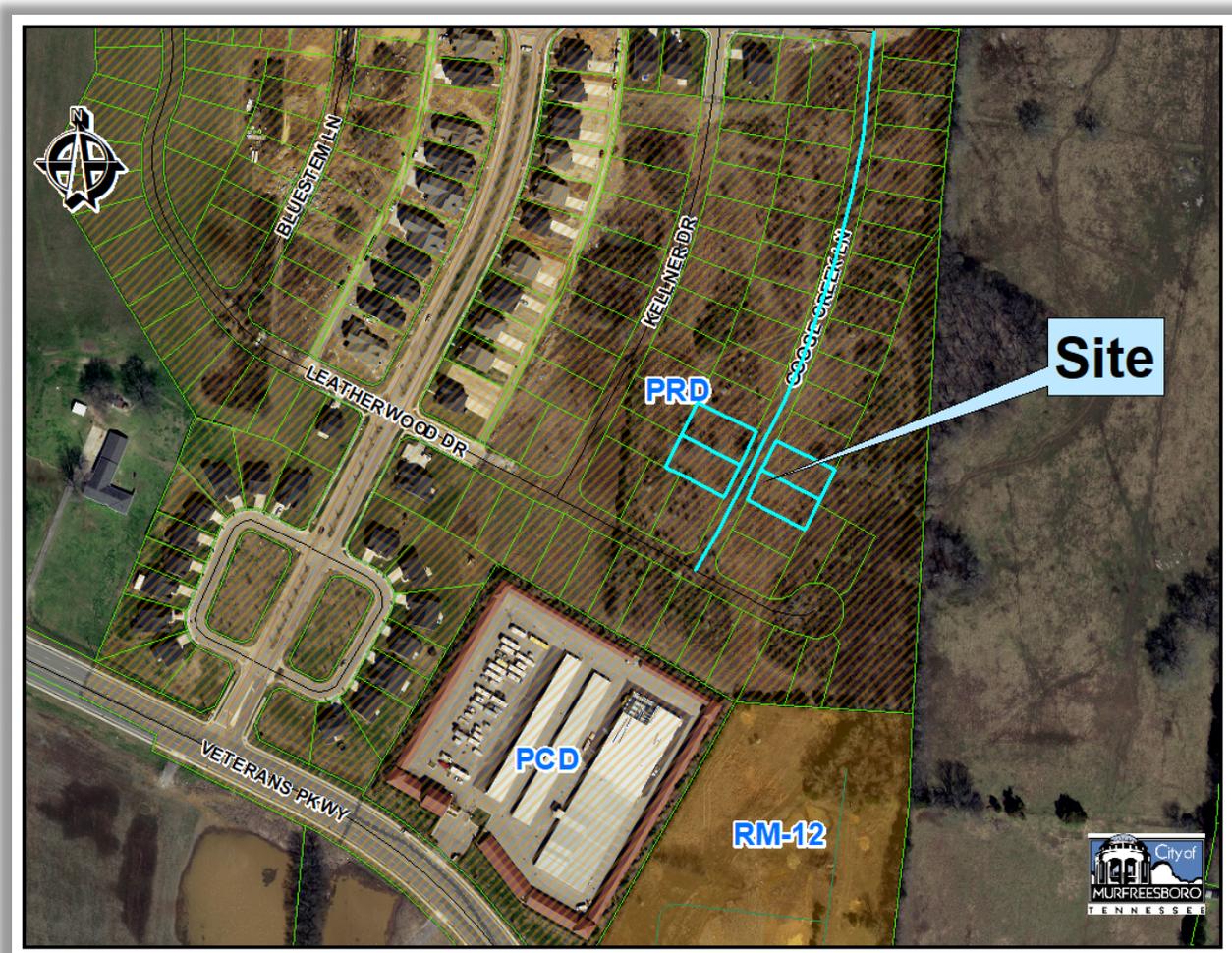
The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement so that property owners can more fully enjoy and utilize their property.

Attachments:

1. Staff comments from 05/19/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 19, 2021
PROJECT PLANNER: MATTHEW BLOMELEY**

- 8.d. **Mandatory Referral [2021-710] to consider the abandonment of a portion of a drainage easement along Goose Creek Lane, SEC, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning a portion of an existing drainage easement along Goose Creek Lane in the Three Rivers Subdivision. The easement was recorded with Section 8 of Three Rivers but then the drainage system was modified with the construction of Section 10. The remaining easement is surplus and serves no purpose. Construction of a house on Lot 380 is being held up until this issue is resolved. The Planning Department's Project Engineer has reviewed this request and

concur that the portion of the easement requested to be abandoned is no longer needed.

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

- 1) If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will also be responsible for recording those documents.



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: Map 114, Parcel 5.04 | Address (if applicable): Now known as Three Rivers S.10 (PBK. 44, Pg. 268)
 Street Name (if abandonment of ROW): _____
 Type of Mandatory Referral: drainage easement

Applicant Information:

Name of Applicant: David Parker
 Company Name (if applicable): SEC, Inc.
 Street Address or PO Box: 850 Middle Tennessee Blvd.
 City: Murfreesboro
 State: TN | Zip Code: 37129
 Email Address: dparker@sec-civil.com
 Phone Number: (615) 890-7901

Required Attachments:

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

David Parker
Applicant Signature

5-13-21
Date

SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129

May 13, 2021

Three Rivers Section 8
Three Rivers Section 10
Mandatory Referral – drainage easement

This letter detail the reason for a mandatory referral on this drainage easement. The easement was originally recorded with Three Rivers Section 8 in in Plat Book 43, Page 82. When Three Rivers Section 10 was recorded in Plat Book 44, Page 268 this drainage easement was shown in a different location but the location that was recorded with Three Rivers Section 8 was never abandoned.

If you have any questions or require additional information, please feel free to call me at (615) 890-7901.

Respectfully;

A handwritten signature in blue ink that reads "David A. Parker". The signature is written in a cursive, flowing style.

David A. Parker, RLS
SEC, Inc.

SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

SECTION 10, THREE RIVERS SUBDIVISION

20' DRAINAGE EASEMENT TO BE DISSOLVED

R.BK. 1798, PG. 1201 (R.O.R.C., TN)

P.BK. 44, PG. 268 (R.O.R.C., TN)

3,392 ± SQ.FT., 0.078 ± AC.

A 20' DRAINAGE EASEMENT THAT IS TO BE DISSOLVED IN THE CITY OF MURFREESBORO, 12th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUNDED ON THE EAST BY A COMMON AREA OF SECTION 8, THREE RIVERS SUBDIVISION (P.BK. 43, PG. 82), ON THE SOUTH, WEST, AND NORTH BY SECTION 10, THREE RIVERS SUBDIVISION (P.BK. 44, PG. 268). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN WITH CAP STAMPED (SEC) AT THE NORTHWEST CORNER OF LOT 384, SECTION 8 THREE RIVERS SUBDIVISION;

THENCE, LEAVING LOT 384 N 27°09'26" E FOR A DISTANCE OF 9.50' TO THE **POINT OF BEGINNING**;

THENCE, N 62°50'34" W FOR A DISTANCE OF 120.00' TO A POINT;

THENCE, N 89°59'08" W FOR A DISTANCE OF 44.95' TO A POINT;

THENCE, N 62°50'34" W FOR A DISTANCE OF 104.39' TO A POINT;

THENCE, S 76°41'40" E FOR A DISTANCE OF 4.17' TO A POINT;

THENCE, S 62°48'14" E FOR A DISTANCE OF 100.33' TO A POINT;

THENCE, N 27°09'26" E FOR A DISTANCE OF 21.54' TO A POINT;

THENCE, S 89°59'08" E FOR A DISTANCE OF 39.52' TO A POINT;

THENCE, S 62°50'34" E FOR A DISTANCE OF 124.83' TO A POINT;

THENCE, S 27°09'26" W FOR A DISTANCE OF 20.00' TO THE **POINT OF BEGINNING**.

HAVING AN AREA OF 3,392 SQUARE FEET, 0.078 ACRES.

BEING THE SAME 20' DRAINAGE EASEMENT APPEARING ON A FINAL PLAT ENTITLED SECTION 8, THREE RIVERS SUBDIVISION OF RECORD IN PLAT BOOK 43, PAGE 82. FURTHERMORE, THIS EASEMENT IS A PORTION OF SECTION 10, THREE RIVERS SUBDIVISION OF RECORD IN PLAT BOOK 44, PAGE 268 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

From: [Katie Noel](#)
To: [Matthew Blomeley](#)
Subject: RE: [EXTERNAL]- 07107-3 Rivers
Date: Friday, May 14, 2021 10:52:15 AM
Attachments: [image002.png](#)

Mathew,

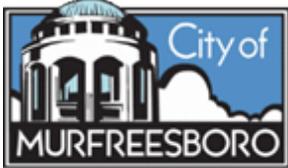
Here is the statement that you asked for:

This easement was originally recorded as a part of Three Rivers Section 8 following the drainage master plan for the entire Three Rivers Development. During the design process for Three Rivers Section 10, a better path for stormwater was utilized changing the design for this project. The existing easements that are no longer needed were replaced with drainage easements during the recording of the plat for Three Rivers Section 10. City engineering staff support the abandonment of the easements as shown.

Please let me know if you need anything else.

Thank you,

Katie Noel, PE
Project Engineer
Planning Department
(615) 893-6441 Ext. 1633



From: Matthew Blomeley <mblomeley@murfreesborotn.gov>
Sent: Friday, May 14, 2021 7:38 AM
To: Katie Noel <knoel@murfreesborotn.gov>
Subject: Fwd: [EXTERNAL]- 07107-3 Rivers

Katie,

Here's the revised exhibit.

Matthew

Sent from my iPhone

Begin forwarded message:

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Contract Extension with Heritage Cleaners

Department: Police/Fire

Presented by: Chief Michael Bowen/Chief Mark Foulks

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

Council approval is needed for the extension of the laundry and dry-cleaning services contract with Heritage Cleaners.

Staff Recommendation

Approve the Third Amendment to the Contract with Heritage Cleaners.

Background Information

The initial contract between the City and Heritage Cleaners was approved by Council on July 12, 2018 in response to ITB-26-2018. This contract provides laundry and dry-cleaning services for both the Police and Fire Departments. The current extension expires on June 30, 2021.

Council Priorities Served

Responsible Budgeting

By utilizing the current contract pricing, the departments benefit from the competitive pricing from the invitation to bid.

Fiscal Impact

The cost of services will be funded form the Police and Fire Department FY22 budgets.

Attachments

1. Third Amendment to the Contract Between the City of Murfreesboro and Heritage Cleaners.
2. Agreement for Laundry and Dry-Cleaning Services.

**THIRD AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
HERITAGE CLEANERS
LAUNDRY & DRY-CLEANING SERVICES**

This Third Amendment ("Second Amendment") to the Contract entered July 1, 2018 ("Contract") is effective as of this July 1 2021, by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Heritage Cleaners LLC, a Limited-Liability Corporation of State of Tennessee, ("Contractor").

RECITALS

WHEREAS, on July 1, 2018, the City entered into a contract with Heritage Cleaners LLC., for Laundry & Dry-Cleaning Services for the Police and Fire Rescue Department; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2018 to June 30, 2021; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 2 of the current Contract for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2021 until June 30, 2022.

CITY OF MURFREESBORO

HERITAGE CLEANERS:

By: _____
Shane McFarland, Mayor

By:  _____
Chad McCaslin, President

Approved as to form:

DocuSigned by:



Adam F. Tucker, City Attorney

Agreement for Laundry & Dry-Cleaning Services

This Agreement is entered into and effective as of the 1st day of July 2018, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Heritage Cleaners LLC, a Limited Liability Corporation ("Contractor") of State of the Tennessee.

This Agreement consists of the following documents:

- This document
- "ITB-26-2018 – Laundry & Dry-Cleaning Services" issued 04/17/2018 (the "Solicitation");
- Contractor's Proposal, dated 05/08/2018 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 05/08/2018 (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.

Provide the following services based on "ITB-26-2018 – Laundry & Dry-Cleaning Services" listed under "Bid Specifications" of the ITB.

2. Term. The term of this Agreement commences on the Effective Date, July 1, 2018, and expires on June 30, 2019, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

3. Compensation; Method of Payment. Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.

4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- 7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:
 - If to the City of Murfreesboro:
 - City Manager
 - City of Murfreesboro
 - 111 West Vine Street
 - Murfreesboro, TN 37130
 - If to Contractor:
 - Attn: Chad McCaslin
 - Heritage Cleaners
 - 960 NW Broad St
 - Murfreesboro, TN 37129
- 8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory

law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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:

- 13.1 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.
 - 13.2 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.
 - 13.3 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."
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
 15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
 16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
 17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of July 1, 2018 (the "Effective Date").

Heritage Cleaners LLC



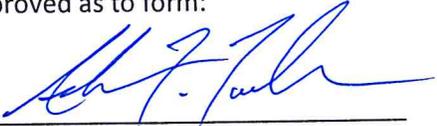
By: Chad McCaslin
Its: President

City of Murfreesboro, Tennessee

By: 

Shane McFarland, Mayor

Approved as to form:



Adam F. Tucker, Interim City Attorney

**THE CITY OF MURFREESBORO
POLICE AND FIRE & RESCUE DEPARTMENTS
LAUNDRY AND DRY CLEANING SERVICES
INVITATION TO BID**

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: April 17, 2018

BID TITLE: Laundry and Dry Cleaning Services

CITY CONTACT PERSON: Paul Boyer

TELEPHONE NUMBER: 615-893-5210

E-MAIL ADDRESS: pboyer@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: **May 8, 2018**

BID OPENING TIME: 3:00 p.m., Murfreesboro Tennessee local time

1. INSTRUCTIONS AND CONDITIONS

1.1 **Submission to Murfreesboro Police Department.**

The City is seeking bids for the provision of services set forth in the Invitation to Bid. Sealed bids must be received by the City at the **Office of the City Manager**, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130, until 3:00 p.m. local time on May 8, 2018. Late bids will not be considered and will be returned unopened.

1.2 **Deadline and Late Responses.**

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received in the City Manager's office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3 **Organization of Bid and Completeness.**

Please submit the bid response to the City Manager's Office at the address set forth in 1.1 above. All bids must be sealed and the envelope clearly marked with the bidder's name and the words, "Laundry and Dry-Cleaning Services", Bid Opening Date, May 8, 2018. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

Each bid shall be organized in the same order as Section 3 of this Invitation to Bid. Any negative responses to these questions or failure to respond to these questions will permit the City to refuse to consider the bid.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, whiteouts, typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4 **Signature.**

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.5 **Response to Terms and Conditions.**

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6 **Additional Requirements.**

If necessary, the City may request one or more bidders to make an oral presentation to the City.

1.7 **Completeness of Invitation to Bid ("ITB").**

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely

examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.8 Bid Interpretation. Communication with the Murfreesboro Police Department.

Paul Boyer will be responsible for coordinating communications between the department and vendors submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (and e-mails) will be accepted until seven (7) days prior to the bid opening date. All questions regarding the ITB should be addressed to:

Name: Paul Boyer
Department: Purchasing – City of Murfreesboro
Street: 111 W. Vine Street, 1st Floor
City, State: Murfreesboro, TN 37133
Telephone: 615-893-5210
E-mail: pboyer@murfreesborotn.gov

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.9 Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the Murfreesboro Police Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.10 Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.11 Further Negotiation.

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

1.12 Economy of Preparation.

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.13 Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.14 Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.15 Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.16 Pricing Effective for Five (5) Periods.

The successful bidder shall provide in the bid price the cost for services rendered, including all parts, labor, accessories and any other standard equipment and/or services, necessary to make these services function as intended. Pricing for each component shall be effective from July 1st, 2018 until June 30, 2019. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years: 2019-2020, 2020-2021, 2021-2022 and 2022-2023. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB. **Awarded bidder will honor prices for other City of Murfreesboro departments and other local governments.**

1.17 Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.18 Consideration of Bid.

All services purchased as a part of the successful bid agreement shall be protected by the bidder's warranty against defects in materials and workmanship for the duration of the contract periods. This warranty shall include at a minimum, the laundering / dry cleaning of garments without additional charge when the initial cleaning process is deemed to be unsatisfactory or ineffective.

Prompt quality laundry / dry cleaning services is an essential part of these contract requirements. Bidders must meet the following conditions:

- (1) Have a store located within the City Limits of Murfreesboro; and
- (2) Have enough staff working to provide check-in and check-out of garments utilizing the Laundry / Dry Cleaning Garment List (Attachment 7.7) to help ensure the exact number and type of garments dropped off for cleaning and quality assurance of work performed on these garments; and
- (3) Disclose any lost, destroyed, or damaged garments before owner leaves premises; and
- (4) Provide a dedicated Account Manager as a point of contact.

Garments which are lost, destroyed, or damaged by the successful bidder beyond repair to the owner's satisfaction shall be replaced or reimbursed at the owner's discretion.

NO EXCEPTIONS.

Garments which are lost, destroyed, or damaged by the successful bidder beyond repair **MUST** be revealed to the owner when they return to pick up the garment(s). Failure to reveal the lost, destroyed, or damaged garment(s) to the owner at that time **SHALL** result in the successful bidder reimbursing the owner monetarily for the garment(s) at the full current market value as determined by the respective Department's contact person(s).

NO EXCEPTIONS.

Samples of clothing items to be laundered / dry cleaned will be made available for inspection upon request by contacting:

Police Department

Sergeant Greg Walker at (615) 895-3874

Fire & Rescue Department

Assistant Chief Allen Swader at (615) 893-1422

Each bidder should show unit price on each item and extended price on estimated quantities. The City of Murfreesboro shall not be obligated to purchase said amounts of estimated quantities. Quantities could be more or less than estimation.

Bids submitted for consideration shall remain open for not less than ninety (90) days to allow for necessary review of product, pricing, and vendor information.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price and quality, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
- i. Bidder's past performance with the City.

Bidders must complete the Bidder Information document (Attachment 7.6). The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the products and services required by the bid package and contract documents.

The Bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) days of the City's written request.

The City reserves the right to reject any bid if, in the sole discretion of the City, the investigation or information requested fails to satisfy the City that such Bidder is properly qualified and capable of carrying out the obligations of the contract and bid documents and provide the product and service contemplated therein.

Once approved and accepted, a successful bid shall constitute an exclusive service agreement between the buyer and seller, but only in regards to the Murfreesboro Police and Fire & Rescue Departments.

Presently, authorized personnel randomly drop off laundry at the cleaner location(s). One (1) hour service is occasionally required. Most personnel will prefer same day or next day service. If speedy service is necessary, bidder can require laundry to be dropped off by a specific time in order to accommodate a desired pickup time. Under normal circumstances, no laundry or dry cleaning should take longer than twenty-four (24) hours (excluding holidays and weekends).

Successful bidder and location of drop off and pickup **must** be located within the city limits of Murfreesboro, Tennessee. **For the convenience of all users, multiple locations for drop off and pickup are preferred.**

Successful bidder must be open for business Monday-Friday, 7:00 a.m. – 6:00 p.m. Local Time (Minimum). Saturday hours of 7:00 a.m. – 6:00 p.m. are preferred, but may be adjusted depending on normal bidder hours.

Bidder must submit with the bid response proof of property insurance protecting the City and its employees in the event of loss due to theft or fire, and liability insurance covering completed operations.

Clothing to be laundered / dry cleaned which has been contaminated with blood or body fluids will be placed in a red biohazard bag for ready identification by laundry personnel.

Bidders must complete the Certificate of Contractor Compliance (Attachment 7.2) indicating that an infectious disease control plan is in effect which complies with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule. The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the products and services required by the bid package and contract documents.

1.19 Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

The intent is to award this contract to one (1) vendor based on the lowest estimated bid, including calculations for more than minimum locations and extended hours of operation. **If the bidder has two (2) or more locations for drop off and pickup within the City, the total amount of the estimated bid will**

be reduced by 1.5% for purposes of determining the lowest and best bid. If the bidder has extended hours of operation (opening at either 6:00 or 6:30 a.m. CST), the total amount of the estimated bid will be reduced by .5% for purposes of determining the lowest and best bid.

1.20 Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.21 Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.22 Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Section 5). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.23 Contract Termination.

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded to the successful bidder may be terminated for just cause by the City of Murfreesboro upon any of but not limited to the following occurrences:

1. Bankruptcy or insolvency of the vendor or one or more of the vendor's principal owners.
2. Failure of the vendor to provide satisfactory laundry services or failure to return laundry per specifications.
3. Unauthorized substitution of services or pricing other than those identified in the specifications and submitted in the bid documents or specifically approved by the City as a substitute prior to the award of the contract.
4. Unsatisfactory performance of services rendered by the vendor.
5. Fraud.
6. Any other breach of the terms of the bid specifications or contract.

- 1.24 Contract Modification.**
The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.25 Replacement or Repair.**
No waiver of any provision of the 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.
- The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.
- 1.26 Expense of Legal Action.**
Awarded bidder 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 the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.
- 1.27 Governing Laws.**
The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.28 Severability.**
Should any provision of the 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 the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.29 Indemnification and Hold Harmless.**
Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, 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.
- 1.30 Liquidated Damages.**
Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.
- 1.31 Statutory Disqualification.**
By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contender to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.
- 1.32 Contractor's Employment Practices.**

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.33 City's Employment Practices.

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.

1.34 Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.35 Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.36 Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.37 Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the services that each payment represents.

1.38 Progress Reports.

Periodic progress reports may be required to be submitted to the City.

1.39 Contract Term.

The term of this contract shall be from July 1, 2018 to June 30, 2019. All bid prices shall be effective until June 30, 2019. The second, third, fourth and fifth periods of the contract shall be subject to the following conditions:

- (1) The second, third, fourth and fifth contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.
- (2) Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise

in materials and labor shall be subject to comparison to an increase in inflation as measured by the Consumer Price Index. Failure to reach agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.

- (3) Successful bidder shall submit prices for the next contract period on the Contract Pricing Renewal Form (provided to the successful bidder by the City) prior to May 1 of each year (2019, 2020, 2021 and 2022) for approval and acceptance by the City unless the City exercises its right to terminate the contract.

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

1.40 Codes and Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

1.41 Billing.

Awarded bidder shall provide a monthly statement itemizing each visit of each of the authorized personnel to include their name, respective PIN or employee number, total number of garments dropped off, total cost for that particular transaction and giving a grand total for that statement period. It is desirable to maintain the current **monthly** billing cycle.

1.42 Alterations.

All successful uniform suppliers for the City of Murfreesboro must provide alterations at no charge for the life of the garment. Due to the location of some uniform suppliers, it is often more cost effective and timely for alterations to be done at the contract laundry. **All alterations and repairs must be authorized prior to any work being done.**

Authorizations for alterations and repairs for each department may be issued by the following personnel in the order listed:

Police Department

- (1) Sergeant Greg Walker, (615) 895-3874
- (2) Lieutenant Steve Teeters, (615) 895-3874

Fire & Rescue Department

- (1) Assistant Chief Allen Swader, (615) 893-1422
- (2) Assistant Chief Kaye Jernigan, (615) 893-1422

The successful bidder **must** be able to offer alterations which may be billed in either of two (2) methods as follows:

- (1) Alterations which are the responsibility of the City of Murfreesboro due to accidents, etc., which are authorized are **to be included on the regular laundry bills** for the Police or Fire & Rescue Departments;
- (2) Alterations which are the responsibility of the uniform supplier due to defects in materials and/or workmanship which are authorized are **to be billed on a separate account and paid directly by the uniform supplier.**

2. SCOPE OF PROJECT

2.1 Purpose.

The purpose of this Invitation to Bid (ITB) is to solicit and select the most qualified bidder(s) to provide Laundry and Dry Cleaning Services for the Murfreesboro Police and Fire & Rescue Departments.

2.2 Background Information.

The total number of personnel authorized for laundry/dry cleaning services in the Murfreesboro Police Department at present is approximately two hundred thirty-one (**231**). In the Murfreesboro Police Department, all uniformed personnel are presently authorized to have **five (5)** uniforms laundered/dry cleaned each week. Plainclothes personnel are presently authorized to have **five (5)** sets of clothes (shirts/blouses, pants/slacks, blazers/jackets or suits) laundered/dry cleaned each week. Special service personnel [Administrative services, Special Operations Unit (S.O.U.), D.A.R.E., K-9, Bicycle Patrol, Firearms Instructors, and Fatal Accident Crash Team (F.A.C.T.) members] are authorized to have **five (5)** sets of clothes laundered each week, and may include a number of different styles and types depending upon assignment.

The total number of personnel authorized for laundry/dry cleaning services in the Murfreesboro Fire & Rescue Department at present is approximately two hundred (**200**). In the Murfreesboro Fire & Rescue Department, all Administrative Staff Personnel are presently authorized to have **five (5)** uniforms laundered/dry cleaned each week. All other employees will have a maximum of **three (3)** uniforms laundered/dry cleaned each week.

All uniforms presently supplied to Police and Fire can either be laundered (machine wash/dry and press) or dry cleaned at the discretion of the wearer. Uniforms are normally not starched with the exception of the white dress shirts worn by Fire & Rescue Department officers. Dress shirts and cotton utility uniforms and Basic Duty Uniforms (BDUs) may be starched at the discretion of the wearer.

2.3 Project Roles and Responsibilities.

2.3.1 Murfreesboro Police and Fire & Rescue Departments' Role and Responsibility

- Coordinate overall project management
- Periodically monitor the compliance of the successful bidder's performance pursuant to the final contract

2.3.2 Bidder's Role and Responsibility

- Name a Project Manager to meet with City as requested
- Meet with City representatives as necessary
- Perform other specific roles as required in this ITB

Bidders will provide a detailed quote on the costs attached to the bid form for the services. A separate cost for each component is requested unless two or more components must be combined due to their functional interdependence.

3. BID AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below and contain all specified information. All documents and forms shall be included in the bid response envelope.

3.1 Bidder Information.

Complete the Bidder Information document (Attachment 7.6) in its entirety. Failure to comply with this requirement may be cause for rejection of bid.

3.2 Certificate of Compliance.

Bidders must complete the Certificate of Compliance (Attachment 7.1) indicating compliance with all federal and state laws. Failure to comply with this requirement may be cause for rejection of bid.

3.3 Certificate of Contractor Compliance.

Bidders must complete the Certificate of Contractor Compliance (Attachment 7.2) indicating that an infectious disease control plan is in effect which complies with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule. Failure to comply with this requirement may be cause for rejection of bid.

3.4 Bid Form.

The bid response shall include on the Bid Form a price for each individual item and an extended price according to the estimated quantities for the services included in this ITB. Failure to comply with this requirement may be cause for rejection of bid.

3.5 Contact Information.

Complete the Contact Information located at the end of the Bid Form in its entirety. Failure to comply with this requirement may be cause for rejection of bid.

4. EVALUATION AND CONTRACTOR SELECTION

4.1 Evaluation Process

4.1.1 The evaluation process is designed to award the procurement not necessarily to the Bidder of least cost, but rather to the Bidder with the best combination of attributes based upon the evaluation criteria. The specifications described in this ITB are designed to establish a minimum level of quality of service and are not meant to exclude any laundry / dry cleaning service from bidding. Specifications furnished in the request for bid are intended to establish a desired quality or performance level or other minimum requirements that will provide the City with the best service available.

4.1.2 It is estimated that the City evaluation will result in a recommendation of an award of contract to the City Council within thirty (30) calendar days.

4.1.3 Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response, which conforms in all material respects to the ITB. A “responsible bidder” means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

4.1.4 The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

4.1.5

In addition to the price, the following aspects will also be considered and evaluated in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and/or service for the subject of the contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications and the ITB and completeness of the bid;
- h. Utilization of the bid form set forth in Section 5 for submittal of a bid;
- i. Bidder's past performance with the City;
- j. Whether the proposed costs and terms are, in the City's judgment, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected;
- k. Response of bidder's references; and
- l. Any other information that the City deems relevant and material in evaluating the bidders.

4.1.6 The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.

4.1.7 The ITB Coordinator shall manage the bid evaluation process and maintain bid evaluation records. A Bid Evaluation Team made up of three (3) or more City employees shall be responsible for evaluating bids to determine the lowest responsive and responsible bidder.

4.1.8 All bids shall be reviewed by the ITB Coordinator to determine compliance with basic bid requirements as specified in this ITB. If the ITB Coordinator determines that a bid may be missing one or more such requirements, the Bid Evaluation Team shall review the bid to determine:

- 1 if it meets requirements for further evaluation; or
- 2 if the City shall request clarification(s) or correction(s); or

3 if the City shall determine the bid nonresponsive and reject it.

4.1.9 The Bid Evaluation Team shall evaluate responsive bids.

4.1.10 The City reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the bid. Discussions shall be limited to specific sections of the bid identified by the City and, if held, shall be after initial evaluation of Bids. If clarifications are made as a result of such discussion, the Bidder shall put such clarifications or revisions in writing and submit them within three (3) business days. The City reserves the right to request an inspection of the respective facilities.

4.2 Contract Award Process

4.2.1 The ITB Coordinator shall forward results from the bid evaluation process to the Chiefs of the Police and Fire & Rescue Departments for consideration.

4.2.2 The City reserves the right to make an award without further discussion of any bid submitted. There shall be no best and final offer procedure. Therefore, each bid should be initially submitted on the most favorable terms the Vendor can offer.

4.2.3 After the evaluation of bids and final consideration of all pertinent information available, the ITB Coordinator shall issue a written Evaluation Notice to all Bidders. The notice shall identify the apparent lowest responsive and responsible Bidder. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Bidder or any Vendor. (See Attachment 7.5 for a sample notice).

4.2.4 The ITB files shall be made available for public inspection.

4.2.5 The City reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Bidder subsequent to the Evaluation Notice.

4.2.6 The apparent lowest responsive and responsible Bidder shall be prepared to enter into a contract with the City which shall be substantially the same as the proposed *pro forma* contract included in Section 5 of this ITB. Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final contract negotiations. Any such terms and conditions shall be within the scope of the ITB and shall not affect the basis of bid evaluations.

4.2.7 If a Bidder fails to sign **and** return the contract drawn pursuant to this ITB and final contract negotiations within fourteen (14) days of its delivery to the Bidder, the City may determine, at its sole discretion, that the Bidder is nonresponsive to the terms of this ITB, reject the bid, and open final contract negotiations with the next best evaluated Bidder.

4.2.8 Contract award shall be subject to the contract approval of all appropriate City officials in accordance with applicable City laws and regulations.

5. BID FORM

Bid Name: LAUNDRY AND DRY CLEANING SERVICE

All prices **must** include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary to provide this service, freight, delivery, installation, and training instructions. Pricing for each component shall be effective from July 1st, 2018 until June 30, 2018. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years: City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified. **Awarded bidder will honor prices for other City of Murfreesboro departments and other local governments.**

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	15,000 (Laundry)	Uniform Shirt / Blouse (Long / short sleeve)	\$	\$
1A	15,000 (Dry Clean)	Uniform Shirt / Blouse (Long / short sleeve)	\$	\$
2	15,000 (Laundry)	Uniform Pants / Slacks / Shorts	\$	\$
2A	15,000 (Dry Clean)	Uniform Pants / Slacks / Shorts	\$	\$
3	2,500 (Laundry)	Dress Pants / Slacks	\$	\$
3A	2,500 (Dry Clean)	Dress Pants / Slacks	\$	\$
4	2,500 (Laundry)	Dress Shirt / Blouse (Long / short sleeve)	\$	\$
4A	2,500 (Dry Clean)	Dress Shirt / Blouse (Long / short sleeve)	\$	\$
5	200 (Dry Clean)	Dress Jacket (Blazer)	\$	\$
6	100 (Dry Clean)	Dress Uniform (Jacket and pants / slacks)	\$	\$
7	200 (Dry Clean)	Dress Suit (Jacket and pants / slacks / skirts)	\$	\$
8	50 (Dry Clean)	Dress	\$	\$

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
9	100 (Laundry)	Utility and BDU Uniforms (Blue / Camouflage / Black)	\$	\$
10	25 (Laundry)	Coveralls (Long / short sleeve – plain / insulated type)	\$	\$
11	300 (Laundry)	Body Armor Covers	\$	\$
12	100 (Dry Clean)	Ties / Dickies / Scarves	\$	\$
13	200 (Dry Clean)	Convertible Jacket (With / without liner)	\$	\$
14	200 (Dry Clean)	Lightweight Jacket	\$	\$
15	25 (Laundry)	Raincoat (Long / short – plain / reversible)	\$	\$
16	200	Garment Pressing Only	\$	\$
17	100	Turn Out Gear - Pants	\$	\$
18	100	Turn Out Gear – Coats	\$	\$
19	8	Leather Jackets (Motorcycle Officers)	\$	\$
Alterations				
20	50	Hemming Pants / Slacks	\$	\$
21	20	Hemming Skirts	\$	\$
22	20	Tailoring Shirts	\$	\$
23	20	Waist Alteration (Pants / Slacks)	\$	\$
24	100	Seam Repairs (Pants / Slacks / Shirts / Blouses)	\$	\$
25	200	Patch / Emblem / Chevron Attachment / Repair	\$	\$
26	100	Braid / Pants Stripe Repair	\$	\$

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
27	20	Zipper Repair (Shirt)	\$	\$
28	20	Zipper Repair (Pants)	\$	\$
29	20	Zipper Replacement (Shirts)	\$	\$
30	20	Zipper Replacement (Pants)	\$	\$
Subtotal Bid Amount				\$
(Before reduction(s) for multiple locations and extended hours)				
Bid reduction for multiple locations is claimed: (Subtotal Bid Amount x 1.5%) -				\$
Bid reduction for extended hours is claimed: (Subtotal Bid Amount x .5%) -				\$
Total bid amount after any reductions:				\$
Does the Owner(s) or any employee(s) have a possible conflict of interest?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Years of experience in the laundry and dry cleaning business?			<input type="text"/>	
Number of years this business has been in existence?			<input type="text"/>	
Will subcontractor(s) be used to perform this service?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, whom?		<input type="text"/>		
Location	Address		Phone	Hours of Operation
1				
2				
3				
4				
5				
6				

**CERTIFICATE OF COMPLIANCE
LAUNDRY AND DRY CLEANING SERVICE**

Bidder Name

By indication of the authorized signature below, the Bidder does hereby make certification and assurance of the Bidder's compliance with:

1. The laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. The condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and,
6. The condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro, whose duty it is to vote for, let out, overlook or in any manner to supervise any work in connection with the procurement under this ITB, as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this ITB.

Bidder Signature and Date

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED QUOTE ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**City of Murfreesboro
Attn: City Managers' Office
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130**

Solicitation No: ITB-26-2018

Solicitation Title: Laundry & Dry Cleaning Services

Solicitation Due Date & Time (CST): May 8, 2018 by 3:00 p.m.

**CERTIFICATE OF CONTRACTOR COMPLIANCE
29 CFR PART 1910.1030 BLOODBORNE PATHOGENS RULE**

Bidder: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone: (_____) _____ - _____ **Fax:** (_____) _____ - _____

E-Mail: _____

The City of Murfreesboro is committed to providing a safe work environment for all employees and contractor employees, and complying with Federal occupational safety and health laws. In providing laundry and dry cleaning service to the Murfreesboro Police and Fire & Rescue Departments, contract employees can come into contact with life threatening infectious diseases which can be transmitted through job related activities. It is important that both citizens and employees are protected from the transmission of diseases, just as it is equally important that neither is discriminated against because of the basic misconceptions about various disease analysis.

The City of Murfreesboro has developed a policy to establish a comprehensive set of rules and regulations covering the prevention of discrimination and potential occupational exposure to Hepatitis-B Virus (HBV), the Human Immunodeficiency Virus (HIV), and Tuberculosis (TB). An Exposure Control Plan has been developed by the City for employees. The control plan identifies employees classified in laundry or dry cleaning services as having the possibility of occupational exposure. As a part of this plan, contract labor that may be involved in activities entailing exposure to bloodborne pathogens in connection to services rendered for the Police or Fire & Rescue Departments must comply with the Bloodborne Pathogens Rule. Contract labor must be provided the same education, training and availability of hepatitis-B vaccine provisions as City employees.

If the bidder has implemented an infectious disease control program in compliance with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule for all employees working as contract employees to the City of Murfreesboro, please certify by placing a signature on the line provided below and return for records purposes.

If the bidder has not implemented such a plan, please provide as soon as possible a schedule for compliance.

Signature

Company

Title

_____/_____/_____
Date

Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to T.C.A. §12-12-106.

Signature: _____ Date: _____

Title: _____

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Name of Bidder

Printed Name and Title of Principal Officer

Signature by Principal Officer

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: _____

ADDRESS:

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print / type name as signed above): _____

DATE: _____

Sample Agreement for _____

This Agreement is entered into and effective as of the ____ day of _____ 2018, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and _____, a _____ ("Contractor").

This Agreement consists of the following documents:

- This document
- _____ [Solicitation] _____ issued _____ (the "Solicitation");
- Contractor's Proposal, dated _____ ("Contractor's Proposal");
- Contractor's Price Proposal, dated _____ (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.

Provide the following services based on "ITB-26-2018 – Laundry & Dry Cleaning Services" listed under "Bid Specifications" of the ITB.

2. Term.

The term of this Agreement commences on the Effective Date [_____] and expires on [_____], unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

3. Compensation; Method of Payment. Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.

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

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

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

- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

- 8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory

law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

[Signatures appear on the following page]

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

Contractor

By: _____

Its: _____

City of Murfreesboro, Tennessee

By: _____

Shane McFarland, Mayor

Approved as to form:

Craig Tindall, City Attorney

5-8-18

Received
5/8/18

SEALED QUOTE ENCLOSED

Company Name:

Heritage Cleaners LLC

Company Address:

960 New Brown St

Murfreesboro, TN 37129

Company Telephone Number:

615-364-7727

City of Murfreesboro
Attn: City Managers' Office
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130

Solicitation No: ITB-26-2018

Solicitation Title: Laundry & Dry Cleaning Services

Solicitation Due Date & Time (CST): May 8, 2018 by 3:00 p.m.

Laundry & Dry Cleaning Bid

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: Heritage Cleaners LLC

ADDRESS: 960 NW Broad St
Murfreesboro, TN 37129

TELEPHONE: 615 845 0660 FAX: _____

EMAIL: chadheritage@aol.com

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. updated Date Issued: 5-4-18 @

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: Chad McCaslin

TITLE: President

(Print / type name as signed above): Chad McCaslin

DATE: 5-7-18

Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to T.C.A. §12-12-106.

Signature: *CLD PMA* Date: *5-7-18*

Title: *President*

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Heritage Cleaners LLC
Name of Bidder

Chad McCash President
Printed Name and Title of Principal Officer


Signature by Principal Officer

**CERTIFICATE OF CONTRACTOR COMPLIANCE
29 CFR PART 1910.1030 BLOODBORNE PATHOGENS RULE**

Bidder: Heritage Cleaners LLC
Address: 960 NW Broad ST
City: Murfreesboro State: TN Zip Code: 37129
Telephone: (615) 895-0660 Fax: () -
E-Mail: Chadheritage@aol.com

The City of Murfreesboro is committed to providing a safe work environment for all employees and contractor employees, and complying with Federal occupational safety and health laws. In providing laundry and dry cleaning service to the Murfreesboro Police and Fire & Rescue Departments, contract employees can come into contact with life threatening infectious diseases which can be transmitted through job related activities. It is important that both citizens and employees are protected from the transmission of diseases, just as it is equally important that neither is discriminated against because of the basic misconceptions about various disease analysis.

The City of Murfreesboro has developed a policy to establish a comprehensive set of rules and regulations covering the prevention of discrimination and potential occupational exposure to Hepatitis-B Virus (HBV), the Human Immunodeficiency Virus (HIV), and Tuberculosis (TB). An Exposure Control Plan has been developed by the City for employees. The control plan identifies employees classified in laundry or dry cleaning services as having the possibility of occupational exposure. As a part of this plan, contract labor that may be involved in activities entailing exposure to bloodborne pathogens in connection to services rendered for the Police or Fire & Rescue Departments must comply with the Bloodborne Pathogens Rule. Contract labor must be provided the same education, training and availability of hepatitis-B vaccine provisions as City employees.

If the bidder has implemented an infectious disease control program in compliance with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule for all employees working as contract employees to the City of Murfreesboro, please certify by placing a signature on the line provided below and return for records purposes.

If the bidder has not implemented such a plan, please provide as soon as possible a schedule for compliance.

Chad Palmer
Signature
President
Title

Heritage Cleaners LLC
Company
5 / 7 / 2018
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)

County of Rutherford)

Chad McCaslin, being first duly sworn, deposes and says that;

- (1) The undersigned is the (owner, partner, officer, representative, or agent) of Heritage Cleaners LLC, the bidder submitting the attached bid.
- (2) Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.
- (6)

(Signed) Chad McCaslin

(Title) President

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 3 years.

1 CUSTOMER NAME: Rutherford County Sheriff Dept
ADDRESS: 940 New Salem Rd.
TELEPHONE: (615) 289-8775 EMAIL:
CONTACT NAME: Timmy Cassidy
DATE OF COMPLETION OF PROJECT: 2015
CONTRACT AMOUNT: \$ 150,000.00

2 CUSTOMER NAME: MTSU police Dept.
ADDRESS: 1412 E. main ST
Murfreesboro, TN 37132
TELEPHONE: (615) 785-0039 EMAIL:
CONTACT NAME: Buddy Peaster
DATE OF COMPLETION OF PROJECT: 2015
CONTRAT AMOUNT: \$ 30,000.00

3 CUSTOMER NAME: Embassy Hotel
ADDRESS: 1200 conference Blvd
Murfreesboro TN 37129
TELEPHONE: (615) 429-2872 EMAIL:
CONTACT NAME: John Johnson
DATE OF COMPLETION OF PROJECT: still going
CONTRACT AMOUNT: \$ 50,000.00

My company has been in this type of business for 64 years

State License Number: D-75-105

Expires: 12-31-18

- 4.2.5 The City reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Bidder subsequent to the Evaluation Notice.
- 4.2.6 The apparent lowest responsive and responsible Bidder shall be prepared to enter into a contract with the City which shall be substantially the same as the proposed *pro forma* contract included in Section 5 of this ITB. Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final contract negotiations. Any such terms and conditions shall be within the scope of the ITB and shall not affect the basis of bid evaluations.
- 4.2.7 If a Bidder fails to sign **and** return the contract drawn pursuant to this ITB and final contract negotiations within fourteen (14) days of its delivery to the Bidder, the City may determine, at its sole discretion, that the Bidder is nonresponsive to the terms of this ITB, reject the bid, and open final contract negotiations with the next best evaluated Bidder.
- 4.2.8 Contract award shall be subject to the contract approval of all appropriate City officials in accordance with applicable City laws and regulations.

6. BID FORM

Bid Name: LAUNDRY AND DRY CLEANING SERVICE

All prices **must** include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary to provide this service, freight, delivery, installation, and training instructions. Pricing for each component shall be effective from July 1st, 2018 until June 30, 2018. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years: City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified. **Awarded bidder will honor prices for other City of Murfreesboro departments and other local governments.**

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	15,000 (Laundry)	Uniform Shirt / Blouse (Long / short sleeve)	\$ 1.50	\$ 22,500.00
1A	15,000 (Dry Clean)	Uniform Shirt / Blouse (Long / short sleeve)	\$ 2.00	\$ 30,000.00
2	15,000 (Laundry)	Uniform Pants / Slacks / Shorts	\$ 1.50	\$ 22,500.00

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
2A	15,000 (Dry Clean)	Uniform Pants / Slacks / Shorts	\$ 2.00	\$ 30,000.00
3	2,500 (Laundry)	Dress Pants / Slacks	\$ 1.50	\$ 3,750.00 5,000.00
3A	2,500 (Dry Clean)	Dress Pants / Slacks	\$ 2.00	\$ 5,000.00
4	2,500 (Laundry)	Dress Shirt / Blouse (Long / short sleeve)	\$ 1.50	\$ 3,750.00
4A	2,500 (Dry Clean)	Dress Shirt / Blouse (Long / short sleeve)	\$ 2.00	\$ 5,000.00
5	200 (Dry Clean)	Dress Jacket (Blazer)	\$ 2.00	\$ 400.00
6	100 (Dry Clean)	Dress Uniform (Jacket and pants / slacks)	\$ 2.00	\$ 200.00
7	200 (Dry Clean)	Dress Suit (Jacket and pants / slacks / skirts)	\$ 2.00	\$ 400.00
8	50 (Dry Clean)	Dress	\$ 4.00	\$ 200.00
9	100 (Laundry)	Utility and BDU Uniforms (Blue / Camouflage / Black)	\$ 2.00	\$ 200.00
10	25 (Laundry)	Coveralls (Long / short sleeve – plain / insulated type)	\$ 2.00	\$ 50.00 600.00
11	300 (Laundry)	Body Armor Covers	\$ 2.00	\$
12	100 (Dry Clean)	Ties / Dickies / Scarves	\$ 2.00	\$ 200.00
13	200 (Dry Clean)	Convertible Jacket (With / without liner)	\$ 2.00	\$ 400.00
14	200 (Dry Clean)	Lightweight Jacket	\$ 2.00	\$ 400.00
15	25 (Laundry)	Raincoat (Long / short – plain / reversible)	\$ 2.00	\$ 50.00
16	200	Garment Pressing Only	\$ 1.00	\$ 200.00
17	100	Turn Out Gear - Pants	\$ 2.00	\$ 200.00
18	100	Turn Out Gear – Coats	\$ 2.00	\$ 200.00

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
19	8	Leather Jackets (Motorcycle Officers)	\$ 35.00	\$ 280.00
Alterations				
20	50	Hemming Pants / Slacks	\$ 5.50	\$ 275.00
21	20	Hemming Skirts	\$ 5.50	\$ 110.00
22	20	Tailoring Shirts	\$ 17.50	\$ 350.00
23	20	Waist Alteration (Pants / Slacks)	\$ 10.00	\$ 200.00
24	100	Seam Repairs (Pants / Slacks / Shirts / Blouses)	\$ 4.00	\$ 400.00
25	200	Patch / Emblem / Chevron Attachment / Repair	\$ 2.00	\$ 400.00
26	100	Braid / Pants Stripe Repair	\$ 2.00	\$ 200.00
27	20	Zipper Repair (Shirt)	\$ 5.00	\$ 100.00
28	20	Zipper Repair (Pants)	\$ 5.00	\$ 100.00
29	20	Zipper Replacement (Shirts)	\$ 10.00	\$ 200.00
30	20	Zipper Replacement (Pants)	\$ 10.00	\$ 200.00
Subtotal Bid Amount				\$ 129015
(Before reduction(s) for multiple locations and extended hours)				
Bid reduction for multiple locations is claimed: (Subtotal Bid Amount x 1.5%) -				\$ —
Bid reduction for extended hours is claimed: (Subtotal Bid Amount x .5%) -				\$ 645.08
Total bid amount after any reductions:				\$ 128,369.92
Does the Owner(s) or any employee(s) have a possible conflict of interest?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Years of experience in the laundry and dry cleaning business?			30 yr	
Number of years this business has been in existence?			64 yr	

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
Will subcontractor(s) be used to perform this service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, whom?				
Location	Address		Phone	Hours of Operation
1				
2				
3				
4				
5				
6				

**CERTIFICATE OF COMPLIANCE
LAUNDRY AND DRY CLEANING SERVICE**

Heritage Cleaners LLC

Bidder Name

By indication of the authorized signature below, the Bidder does hereby make certification and assurance of the Bidder's compliance with:

1. The laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. The condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and,

6. The condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro, whose duty it is to vote for, let out, overlook or in any manner to supervise any work in connection with the procurement under this ITB, as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this ITB.

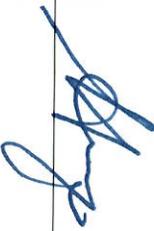
CHYMA

5-7-18

Bidder Signature and Date

CITY OF MURFREESBORO
ITB-26-2018 – Laundry & Dry Cleaning
Bid Opening Meeting
May 8, 2016 at 3:00pm

PROVIDE ALL REQUESTED INFORMATION AND PRINT LEGIBLY

COMPANY NAME and REPRESENTATIVE	EMAIL/TELEPHONE #	PRINT NAME	SIGNATURE
City Of Murfreesboro Shaun Poore	spoore@murfreesborotn.gov	Shaun Poore	
Heritage Cleaners Chad McCaslin	chadheritage@aol.com	Chad McCaslin	
M'bore Fire Rescue		Allen Swader	
MERID		Teri Herron Ardie Arroy	
MPS			



The 23rd Annual

Ruthies™

2017 Awards

The Daily News Journal

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The Official Peoples Choice Awards
of Rutherford and Cannon Counties

Heritage Cleaners Favorite Dry Cleaner



Sean Lupton

Sean Lupton, General Manager

HERITAGE



HOME OF FINE DRY CLEANING

960 N. W. Broad Street • Murfreesboro, Tennessee 37129
(615) 895-0660

5-7-18

To whom it may concern,

I have had the pleasure of performing the Drycleaning/Laundry needs for the City of Murfreesboro for the last 10 years. During which time I have not increased prices once, I feel obligated to perform these services at the least possible amount as a service to our first responders. The amount of volume the city has required purchasing additional equipment and hiring additional employees which I am confident no other Drycleaners in town has the ability to handle this volume while keeping with the quality standards you have become accustomed to.

HERITAGE



HOME OF FINE DRY CLEANING

960 N. W. Broad Street • Murfreesboro, Tennessee 37129

(615) 895-0660

I know Lt Watson previously put Holiday Cleaners & A-1 Cleaners on a no bid list because of previous substandard work for the city or other Departments. I also know we have many Sheriff deputies who bring their uniforms to me and pay out of pocket rather than use the current provider for the Sheriff's Dept (A-1 Cleaners). I know we are the best fit to serve the city needs and are leaving our pricing structure the same it has been to facilitate a smooth transition into the new bid period. Any questions contact me, 615 364-7727.

Thanks,


Chad McCaslin

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of asphalt and concrete purchases.

Staff Recommendation

The asphalt and concrete purchase report, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Purchases are within the FY21 Budget. Asphalt purchases are budgeted at \$55,000 and concrete purchases are budgeted at \$25,000 for FY21.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/17/2020	Hawkins	307A 64/22	\$ 55.38	1.16	\$ 64.24	\$ 64.24
7/21/2020	Hawkins	Fine Binder Mix	\$ 61.57	2.15	\$ 132.38	\$ 196.62
7/22/2020	Hawkins	411E Mix	\$ 64.45	0.98	\$ 63.16	\$ 259.78
7/23/2020	Hawkins	411E Mix	\$ 64.45	1.39	\$ 89.59	\$ 349.37
9/4/2020	Hawkins	411E 64/22	\$ 64.19	0.91	\$ 58.41	\$ 407.78
10/20/2020	Hawkins	411E 64/22	\$ 64.04	13.00	\$ 832.52	\$ 1,240.30
10/27/2020	Hawkins	Fine Binder Mix	\$ 61.20	8.95	\$ 547.74	\$ 1,788.04
11/2/2020	Hawkins	411E 64/22	\$ 63.85	17.96	\$ 1,146.75	\$ 2,934.79
11/12/2020	Hawkins	307BM 64/22	\$ 59.48	1.00	\$ 59.48	\$ 2,994.27
12/21/2020	Hawkins	411E 64/22	\$ 63.56	2.13	\$ 135.38	\$ 3,129.65
1/6/2021	Hawkins	Binder Mix 64-22	\$ 59.42	10.07	\$ 598.36	\$ 3,728.01
2/4/2021	Hawkins	411E 64/22	\$ 62.00	14.10	\$ 874.20	\$ 4,602.21
2/23/2021	Hawkins	44D 70/22	\$ 67.00	21.30	\$ 1,427.10	\$ 6,029.31
2/24/2021	Hawkins	411E 64/22	\$ 62.00	21.12	\$ 1,309.44	\$ 7,338.75
3/3/2021	Hawkins	411E 64/22	\$ 62.50	20.95	\$ 1,309.38	\$ 8,648.13
3/4/2021	Hawkins	411E 64/22	\$ 62.50	3.02	\$ 188.75	\$ 8,836.88

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/31/2020	Blue Water	E Mix 64-22	\$ 78.00	2.03	\$ 158.34	\$ 158.34
8/14/2020	Blue Water	E Mix 64-22RP	\$ 75.00	7.27	\$ 545.25	\$ 703.59
8/18/2020	Blue Water	E Mix 64-22RP	\$ 75.00	2.22	\$ 166.50	\$ 870.09
8/21/2020	Blue Water	E Mix 64-22	\$ 78.00	18.21	\$ 1,420.38	\$ 2,290.47
8/25/2020	Blue Water	D 64-22RP	\$ 83.00	5.16	\$ 428.28	\$ 2,718.75
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	8.28	\$ 645.84	\$ 3,364.59
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	5.19	\$ 404.82	\$ 3,769.41
9/3/2020	Blue Water	E Mix 64-22	\$ 78.00	7.74	\$ 603.72	\$ 4,373.13
10/16/2020	Blue Water	E Mix 64-22	\$ 78.00	7.19	\$ 560.82	\$ 4,933.95
11/18/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	5.09	\$ 330.85	\$ 5,264.80
11/23/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	3.63	\$ 235.95	\$ 5,500.75
11/24/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.26	\$ 169.50	\$ 5,670.25
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.58	\$ 193.50	\$ 5,863.75
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	13.43	\$ 1,007.25	\$ 6,871.00
12/14/2020	Blue Water	E Mix 64-22	\$ 78.00	7.03	\$ 548.34	\$ 7,419.34
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 8,956.48
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 10,210.72
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 11,378.65
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 12,915.79
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 14,170.03
3/31/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 15,337.96

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2020	Vulcan	411E PG 64-22	\$ 65.30	2.00	\$ 130.60	\$ 130.60
7/13/2020	Vulcan	411E PG 64-22	\$ 65.30	1.23	\$ 80.32	\$ 210.92
7/14/2020	Vulcan	411E PG 64-22	\$ 65.30	1.54	\$ 100.56	\$ 311.48
7/15/2020	Vulcan	411E PG 64-22	\$ 65.30	1.08	\$ 70.52	\$ 382.00
7/16/2020	Vulcan	411E PG 64-22	\$ 65.30	1.10	\$ 71.83	\$ 453.83
7/20/2020	Vulcan	411E PG 64-22	\$ 65.30	1.16	\$ 75.75	\$ 529.58
7/29/2020	Vulcan	411E PG 64-22	\$ 65.30	12.37	\$ 807.77	\$ 1,337.35
7/30/2020	Vulcan	411E PG 64-22	\$ 65.30	4.83	\$ 315.40	\$ 1,652.75
8/5/2020	Vulcan	307BM PG 64-22	\$ 56.80	12.48	\$ 708.86	\$ 2,361.61
8/6/2020	Vulcan	411E PG 64-22	\$ 65.23	13.42	\$ 875.39	\$ 3,237.00
8/7/2020	Vulcan	411E PG 64-22	\$ 65.23	9.13	\$ 595.55	\$ 3,832.55
8/24/2020	Vulcan	411E PG 64-22	\$ 65.23	6.70	\$ 437.04	\$ 4,269.59
8/26/2020	Vulcan	411E PG 64-22	\$ 65.23	9.05	\$ 590.34	\$ 4,859.93
9/23/2020	Vulcan	411E PG 64-22	\$ 65.05	2.23	\$ 145.07	\$ 5,005.00
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	17.94	\$ 1,014.69	\$ 6,019.69
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.06	\$ 1,021.47	\$ 7,041.16
10/14/2020	Vulcan	411E PG 64-22	\$ 64.91	2.03	\$ 131.77	\$ 7,172.93
10/19/2020	Vulcan	307BM PG 64-22	\$ 56.56	8.00	\$ 452.48	\$ 7,625.41
10/20/2020	Vulcan	411E PG 64-22	\$ 64.91	18.03	\$ 1,170.33	\$ 8,795.74
10/26/2020	Vulcan	411E PG 64-22	\$ 64.91	7.01	\$ 455.02	\$ 9,250.76
10/30/2020	Vulcan	411E PG 64-22	\$ 64.91	7.06	\$ 458.26	\$ 9,709.02
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	13.44	\$ 760.17	\$ 10,469.19
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	2.07	\$ 117.08	\$ 10,586.27
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.13	\$ 1,025.43	\$ 11,611.70
11/10/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,680.30
11/13/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,748.90
11/17/2020	Vulcan	411E PG 64-22	\$ 64.72	3.09	\$ 199.99	\$ 11,948.89
11/20/2020	Vulcan	411E PG 64-22	\$ 64.72	3.10	\$ 200.63	\$ 12,149.52
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	5.00	\$ 322.20	\$ 12,471.72
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	3.95	\$ 254.54	\$ 12,726.26
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.18	\$ 140.48	\$ 12,866.74
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.31	\$ 148.86	\$ 13,015.59
12/11/2020	Vulcan	411E PG 64-22	\$ 64.44	10.21	\$ 657.93	\$ 13,673.53
12/18/2020	Vulcan	411E PG 64-22	\$ 64.44	1.45	\$ 93.44	\$ 13,766.96
2/23/2021	Vulcan	EZ Street	\$ 110.00	20.57	\$ 2,262.70	\$ 16,029.66
3/2/2021	Vulcan	411E PG 64-22	\$ 82.99	21.24	\$ 1,762.71	\$ 17,792.37
4/1/2021	Vulcan	307BM PG 64-22	\$ 68.61	5.05	\$ 346.49	\$ 18,138.86
4/1/2021	Vulcan	411E PG 64-22	\$ 79.15	2.31	\$ 182.84	\$ 18,321.70
4/1/2021	Vulcan	411E PG 64-22	\$ 79.15	3.42	\$ 270.69	\$ 18,592.39
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	5.21	\$ 412.37	\$ 19,004.76
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	2.01	\$ 159.09	\$ 19,163.85
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	2.01	\$ 159.09	\$ 19,322.95
4/12/2021	Vulcan	411E PG 64-22	\$ 79.15	1.62	\$ 128.22	\$ 19,451.17

STREET DEPARTMENT CONCRETE PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Nashville Ready Mix	3000 PSI	\$ 150.00	2		\$ 300.00	\$ 300.00
7/14/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 456.00
7/15/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 612.00
7/16/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 820.00
7/20/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	3		\$ 315.00	\$ 1,135.00
7/21/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	2		\$ 210.00	\$ 1,345.00
7/22/2020	Nashville Ready Mix	3500 PSI	\$ 106.00	2		\$ 212.00	\$ 1,557.00
7/23/2020	Nashville Ready Mix	3500 PSI	\$ 104.00	2.5		\$ 260.00	\$ 1,817.00
7/24/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 2,025.00
7/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25		\$ 454.75	\$ 2,479.75
7/28/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 2,640.25
8/3/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 2,745.25
8/10/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 2,959.25
8/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4		\$ 428.00	\$ 3,387.25
8/14/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 3,708.25
8/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 3,815.25
8/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 4,136.25
8/19/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,350.25
8/31/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1.5		\$ 157.50	\$ 4,507.75
9/2/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,721.75
9/3/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 4,989.25
9/16/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 5,203.25
9/17/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 5,363.75
9/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 5,631.25
9/23/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 5,738.25
10/2/2020	Nashville Ready Mix	3500 PSI	\$ 102.00	3		\$ 306.00	\$ 6,044.25
10/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,365.25
10/6/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,686.25

10/7/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.5	\$ 481.50	\$ 7,167.75
10/8/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4	\$ 428.00	\$ 7,595.75
10/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25	\$ 454.75	\$ 8,050.50
11/4/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1	\$ 107.00	\$ 8,157.50
11/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3	\$ 321.00	\$ 8,478.50
11/23/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2	\$ 236.00	\$ 8,714.50
12/7/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	3	\$ 354.00	\$ 9,068.50
12/8/2020	Nashville Ready Mix	35000 PSI w/ accel	\$ 118.00	1	\$ 118.00	\$ 9,186.50
12/17/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1.5	\$ 166.50	\$ 9,353.00
12/21/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1	\$ 111.00	\$ 9,464.00
12/22/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2	\$ 236.00	\$ 9,700.00
12/29/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	4	\$ 444.00	\$ 10,144.00
12/30/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 110.00	1	\$ 110.00	\$ 10,254.00
1/5/2021	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	2.5	\$ 277.50	\$ 10,531.50
4/5/2021	Nashville Ready Mix	3500 CS5	\$ 108.00	2.5	\$ 270.00	\$ 10,801.50
4/6/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1.5	\$ 160.50	\$ 10,962.00
4/7/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1	\$ 107.00	\$ 11,069.00
4/16/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1	\$ 107.00	\$ 11,176.00
4/26/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	1.5	\$ 160.50	\$ 11,336.50
4/27/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2.5	\$ 267.50	\$ 11,604.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/16/2020	Orgain Ready Mix	Flowable fill	\$ 102.00	8		\$ 816.00	\$ 816.00
11/19/2020	Orgain Ready Mix	3500 PSI w/ accel	\$ 113.00	2		\$ 226.00	\$ 1,042.00
1/21/2021	Orgain Ready Mix	4000 PSI 1/2"	\$ 116.00	3		\$ 348.00	\$ 1,390.00
1/26/2021	Orgain Ready Mix	3000 PSI	\$ 101.00	3		\$ 303.00	\$ 1,693.00
2/4/2021	Orgain Ready Mix	3000 PSI	\$ 114.00	3.5		\$ 399.00	\$ 2,092.00
2/8/2021	Orgain Ready Mix	3500 PSI w/ accel	\$ 114.00	1.5		\$ 171.00	\$ 2,263.00
3/10/2021	Orgain Ready Mix	3500 PSI w/ accel	\$ 104.00	2		\$ 208.00	\$ 2,471.00
3/24/2021	Orgain Ready Mix	3500 PSI 1/2" AGG	\$ 104.00	1		\$ 104.00	\$ 2,575.00
3/26/2021	Orgain Ready Mix	3500 PSI 1/2" AGG / Fibermesh	\$ 109.00	2		\$ 218.00	\$ 2,793.00
4/9/2021	Orgain Ready Mix	3500 PSI 1/2" AGG	\$ 107.00	6		\$ 642.00	\$ 3,435.00

4/14/2021	Orgain Ready Mix	3500 PSI 1/2" AGG/fibermesh	\$ 112.00	1.5		\$ 168.00	\$ 3,603.00
4/15/2021	Orgain Ready Mix	3500 PSI 1/2" AGG/fibermesh	\$ 112.00	1		\$ 112.00	\$ 3,715.00
4/30/2021	Orgain Ready Mix	3500 PSI 1/2" AGG straight	\$ 112.00	1		\$ 112.00	\$ 3,827.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	8	\$ 20.00	\$ 772.00	\$ 772.00
7/31/2020	Smyrna Ready Mix	3500 PSI	\$ 107.00	2	\$ 105.00	\$ 319.00	\$ 1,091.00
8/4/2020	Smyrna Ready Mix	3500 PSI	\$ 111.00	2		\$ 222.00	\$ 1,313.00
9/10/2020	Smyrna Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 1,418.00
10/29/2020	Smyrna Ready Mix	3500 PSI	\$ 108.00	1		\$ 108.00	\$ 1,526.00
11/5/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	2.5		\$ 235.00	\$ 1,761.00

COUNCIL COMMUNICATION

Meeting Date: 5/20/2021

Item Title: Contract Amendment with TripSpark
Department: Transportation – Transit
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

Contract amendment for software used in transit operations for Fiscal Year 2022.

Staff Recommendation

Approve Contract Amendment with TripSpark.

Background Information

Software provided by Trapeze Software Group, Inc. (d/b/a TripSpark) has been used for Rover scheduling, tracking, and reporting since 2014. Amendment 2 extends the agreement for Fiscal Year 2022.

Council Priorities Served

Responsible budgeting

This software prevents hours of manual labor documenting the Transit Operations. The costs associated with this agreement are accounted for in the FY2022 budget.

Fiscal Impact

Funding for this software is fully reimbursed by federal funds.

Attachments

1. Amendment No. 2
2. Contract with TripSpark

**AMENDMENT #2
OF
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TRAPEZE SOFTWARE GROUP, INC.
d.b.a. TRIPSPARK FOR
SYSTEM SUPPLY AND SUPPORT AGREEMENT**

WHEREAS, the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, entered into a System Supply and Support Agreement on July 1, 2017; and

WHEREAS, the term of the contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark is from July 1, 2017, until such time that the City provides 90 days written notice of termination of the contract; and

WHEREAS, pursuant to Clause 8, Payment of Maintenance Fees and Hosting Fees, Exhibit E only set forth such fees effective through June 5, 2020; and

WHEREAS, the City desires to continue using the software and services provided by Contractor through June 30, 2022;

NOW THEREFORE, Exhibit E is amended as follows:

1. The parties agree to extend the pricing through June 30, 2022, as set forth in the following:
 - a. 07/01/2021 – 06/30/2022 in the amount of \$32,681.28 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - b. 07/01/2021 – 06/30/2022 in the amount of \$5,349.72.00 for Hosting Services
2. In all other respects the prior contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, is affirmed and renewed with no changes or modifications.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

TRAPEZE SOFTWARE GROUP, INC. D.B.A. TRIPSPARK

By: Naomi Schellenberg
April 14, 2021

Printed: Naomi Schellenberg

Title: Director, Client Services - Transit

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

**Contract between City and Trapeze Software Group, Inc.
d.b.a. TripSpark for
System Supply and Support Agreement
FY 2018-2020**

SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made this 5th day of JULY 2017, between:

Name and Address of Licensor:

Trapeze Software Group, Inc. d.b.a. TripSpark
Technologies ("TripSpark"), with a place of business at:
5265 Rockwell Drive NE
Cedar Rapids, Iowa 52402

Name and Address of Customer:

City of Murfreesboro
("Customer") with a place of business at:
111 West Vine Street
Murfreesboro, Tennessee 37133

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G), attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement, including but not limited to the Trapeze Software Group, Inc. Ranger/Streets ITS Terms and Conditions of Sale dated August 22, 2013 and amendments thereto under which certain TripSpark Software and Equipment was implemented, accepted and for which warranties have expired (the "Purchase Contract"). No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

The parties acknowledge and agree that the Purchase Contract has no further force or effective as of the effective date of this Agreement.

TRAPEZE SOFTWARE GROUP, INC.

CITY OF MURFREESBORO

Signature: _____

Name:

Title:

[Handwritten Signature]
Steve Dewis
Director, Client Services

Signature: _____

Name:

Title:

[Handwritten Signature]

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- “Agreement” this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
- “Documentation” the user documentation pertaining to the System as supplied by TripSpark;
- “Equipment” means collectively, the TripSpark Equipment and the Third Party Equipment;
- “Hosting Services” the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit G;
- “New Product” any update, new feature or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
- “Statement of Work” the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
- “Summary of Pricing” the summary of pricing information related to the System, attached hereto as Exhibit C;
- “System” means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
- “Third Party Equipment” the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
- “Trade Secrets” any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
- “TripSpark Equipment” the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
- “TripSpark Software” the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. Services TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”), attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3. TripSpark Software License

a) TripSpark grants to Customer a personal, non-transferable and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

c) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein, all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

d) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer's proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including software licensed by:

- a. Microsoft® Corporation.
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory;
- c. Telogis, Inc. (Geobase™ mapping technology software);
- d. Blacklight Solutions ("Blacklight Solutions");
- e. Nuance/Loquendo S.p.A., (Text to Speech software).

The terms and restrictions of TripSpark's software license grants will apply to the use of the third party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. Warranty

Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the CITY OF MURFREESBORO

Customer. No warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

6. Payment TripSpark will invoice Customer for the TripSpark Software license fees, Services fees, Hosting Services Fees, and Equipment fees as set out in and according to the Summary of Pricing. TripSpark will invoice Customer in accordance with the payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Subject to receipt of an accurate invoice, Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

7. Maintenance Services and Extended Warranty

For the purposes of this Section 7 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment which requires no repair, replacement or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 7 (B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

"Service Notification": A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;

- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer's computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

Subject to purchase of extended warranty by Customer for additional Equipment only, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services

- (i) TripSpark shall provide phone support to Customer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer's designated receiving facility, or other locations as designated by Customer's applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer's facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;

- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 7 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;
- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

F) Disclaimer

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

8. Payment of Maintenance Fees and Hosting Fees Customer shall pay the annual maintenance fees and Hosting Services fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services and Hosting Services fees in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services or Hosting Services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety day period the applicable maintenance fees and Hosting Services fees will remain payable. TripSpark may suspend provision of any maintenance services and Hosting Services fees during any period of time during which the applicable maintenance fees remain unpaid by Customer.

9. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

10. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

11. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing, or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

12. Exclusion of Liability

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the Software license or Equipment hardware fees paid for the individual product that is the subject of the dispute.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and to the extent permitted by Tennessee state law, the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

13. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement by providing ninety (90) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full, and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

14. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

15. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

16. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

17. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

18. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

19. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

20. Audits TripSpark may perform audit(s) on the use of the System. Customer agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Federal Certifications and Assurances. TripSpark shall comply with all of the required federal certifications and assurances set forth in Attachment H.

EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	TripSpark Mobile (Fixed Route)	Mobile Application for Fixed Route Bus Operators	Mobile Based	Effective date of this Agreement
2.	TripSpark XGate (Fixed Route)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	TripSpark XMobile Manager (XMM) Fixed Route)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	TripSpark Streets CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner))	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
5.	TripSpark Streets Route Monitor	Headway Monitoring	Server Based	Effective date of this Agreement
6.	TripSpark Streets-CAD/AVL Client License	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
7.	TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
8.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement
9.	TripSpark MyRide Passenger Information	Real Time Passenger Information Module	Mobile Based	Effective date of this Agreement
10.	Transit Database		Included	Included

Note:

1. Licenses are provided for operations up to fourteen (14) fixed route vehicles.
3. Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
4. Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
5. Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.

6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of TripSpark Equipment:

As identified for future additional Equipment purchases made pursuant to this Agreement.

EXHIBIT C: SUMMARY OF PRICING

As identified for future purchases made pursuant to this Agreement.

EXHIBIT D: STATEMENT OF WORK

As applicable for all future purchases made pursuant to this Agreement.

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Long Term Support Fees

Item	TripSpark Software	Maintenance and Hosting Services Period Covered	Maintenance Fee and Hosting Services
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2017 to June 5, 2018	\$31,285.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2018 to June 5, 2019	\$32,849.25
3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2019 to June 5, 2020	\$34,491.71

Note: The Software maintenance fees and Hosting Services fees stated above apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, maintenance fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes up to five (5) user id's.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Customer contact. For vehicle installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).

EXHIBIT G: HOSTING SERVICES

Hosting Services

1. OVERVIEW

This Exhibit G describes the hosting services for the Software licensed under Exhibit A of this Agreement (“Hosting Services”) to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software
- Customer Local Area Networks (“LAN”)
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer’s benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

Hardware

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer’s site to the Data Center.

Database Instances

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

Internet Bandwidth

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

Backups

Full database backups and incremental database backups are take on a regular basis. Backup data is retained for 14 days.

Hours of System Operations

The Software will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

Travel Expense

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit G-1. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Customer is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Software.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination. If the Customer desires that TripSpark provide a copy of all of the Customer's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Customer's approval.

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: FY21 City Schools Budget Amendment

Department: City Schools

Presented by: Kim Williams, Finance 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

Amendment to the FY21 City School's General Purpose budget.

Staff Recommendation

Approve Resolution 21-R-21 amending the FY21 City Schools Budget (7th Amendment).

Background Information

On May 11, 2021, the MCS Board approved a budget amendment to recognize new State grant revenue and related expenditures for the Summer Learning Camps and Science Technology Reading Engineering Art and Math (STREAM) Mini-Camps.

The total award of \$1,584,657 is budgeted in salaries, matching benefits and instructional materials to address learning loss for approximately 2,000 students.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

These funds will be budgeted in the City Schools General Purpose fund with no change to fund balance.

Attachments

1. Resolution 21-R-21
2. MCS Budget Amendments

RESOLUTION 21-R-21 amending the 2020-2021 Murfreesboro City Schools Budget (7th Amendment).

WHEREAS, the City Council adopted the 2020-2021 Murfreesboro City Schools Budget by motion; and,

WHEREAS, the City Council adopted Resolution 20-R-15 on June 4, 2020 to implement the 2020-2021 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2020-2021 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2020-2021 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amend

Fiscal Year 2020-2021

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Purpose School Fund				
<u>Revenues</u>				
141 R 46590	Summer Learning Camp Grant	\$ -	\$ 1,232,511.00	\$ 1,232,511.00
141 R 46590	STREAM Mini Camps Grant	-	352,146.00	352,146.00
				<u>\$ 1,584,657.00</u>
<u>Expenditures</u>				
141 E 71100 116	Regular Instruction Program - Teachers	\$ 32,538,850.00	\$ 33,536,187.00	\$ 997,337.00
141 E 71100 163	Regular Instruction Program - Educational Assistants	2,984,700.00	3,041,020.00	56,320.00
141 E 71100 201	Regular Instruction Program - Social Security	2,223,416.00	2,288,741.00	65,325.00
141 E 71100 204	Regular Instruction Program - Retirement	3,498,748.00	3,608,325.00	109,577.00
141 E 71100 212	Regular Instruction Program - Medicare	519,992.00	535,270.00	15,278.00
141 E 71100 429	Regular Instruction Program - Instructional Supplies & Materials	637,400.00	978,220.00	340,820.00
				<u>\$ 1,584,657.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 3,052,544.00	\$ 3,052,544.00	-

Tim Williams
Reviewed by Finance Director/Finance Manager

5-6-2021
Date

Approved <input checked="" type="checkbox"/>	<u>Raymond Duke III</u> Director of Schools	<u>5-6-2021</u> Date
Declined <input type="checkbox"/>		

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
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CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 3,052,544.00	\$ 3,052,544.00	-

Tim Williams
 Reviewed by Finance Director/Finance Manager

5-6-2021
 Date

Approved <input checked="" type="checkbox"/>	<u>Babylon Duke III</u> Director of Schools	<u>5-6-2021</u> Date
Declined <input type="checkbox"/>		

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Rezoning property along Lee Street
[Public Hearing Required]

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 0.66 acres located along the west side of Lee Street north of Jackson Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

Lee Street Partnership presented a zoning application [2021-402] for approximately 0.66 acres located along the west side of Lee Street to be rezoned from CM-R (Medical Office Residential District) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on April 7, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will contribute to the continued growth of downtown both as a place to live and to do business.

Attachments:

1. Ordinance 21-OZ-08
2. Maps of the area
3. Planning Commission staff comments from 04/07/2021 meeting
4. Planning Commission minutes from 04/07/2021 meeting
5. Lee Street Towns PRD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 7, 2021
PROJECT PLANNER: AMELIA KERR**

4.a. Zoning application [2021-402] for approximately 0.66 acres located along Lee Street to be rezoned from CM-R and CCO to PRD (Lee Street Towns PRD) and CCO, Lee Street Partnership applicant.

The subject property is located along the west side of Lee Street, north of Jackson Street and south of Forrest Street. The property consists of 1 parcel totaling 0.66 acres and is identified as Tax Map 91L, Group D, Parcel 17.00 (also identified as 617 Lee Street). The parcel is currently developed with a single-family dwelling and is zoned CM-R (Commercial Medical-Residential). The applicant wishes to rezone the properties to PRD (Planned Residential District). The proposed PRD would consist of a 7-unit townhouse development (Lee Street Towns PRD). The proposed gross density would be 10.6 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning.

Adjacent Zoning and Land Uses

Adjacent zoning to the north, east and south is CM-R (Commercial Medical-Residential) District. The property to the west is zoned RS-8 (Single-Family Residential-8) District. The surrounding land uses are primarily single-family dwellings. The proposed development would include a Type A landscape buffer with 6' white vinyl privacy fence along the north, south and west property lines next to adjacent single-family residential uses.

Proposed PRD

The development would have direct access to Lee Street. The proposed development would include 2 buildings with two-story townhouse units. Each of the 3 units facing Lee Street will be 3-bedroom units having rear-entry, one-car garages and a small front yard with decorative fencing. The 4 units in the rear of the development will each have 3-bedrooms, a rear patio, and front-entry one-car garages. All seven units will have at least one surface parking space. Garage parking for the development is required to meet minimum parking requirements. The development includes four surface parking spaces for guests. Primary exterior materials would be brick and cementitious siding. Minimum building setbacks for the development would be 9' feet on the front along Lee Street and 10' side setbacks and an 18' rear setback abutting the RS-8 (Residential Single-Family-8) District to the west. The pattern book states that the development will include approximately 41% of the total lot as open space. The site is required to contain

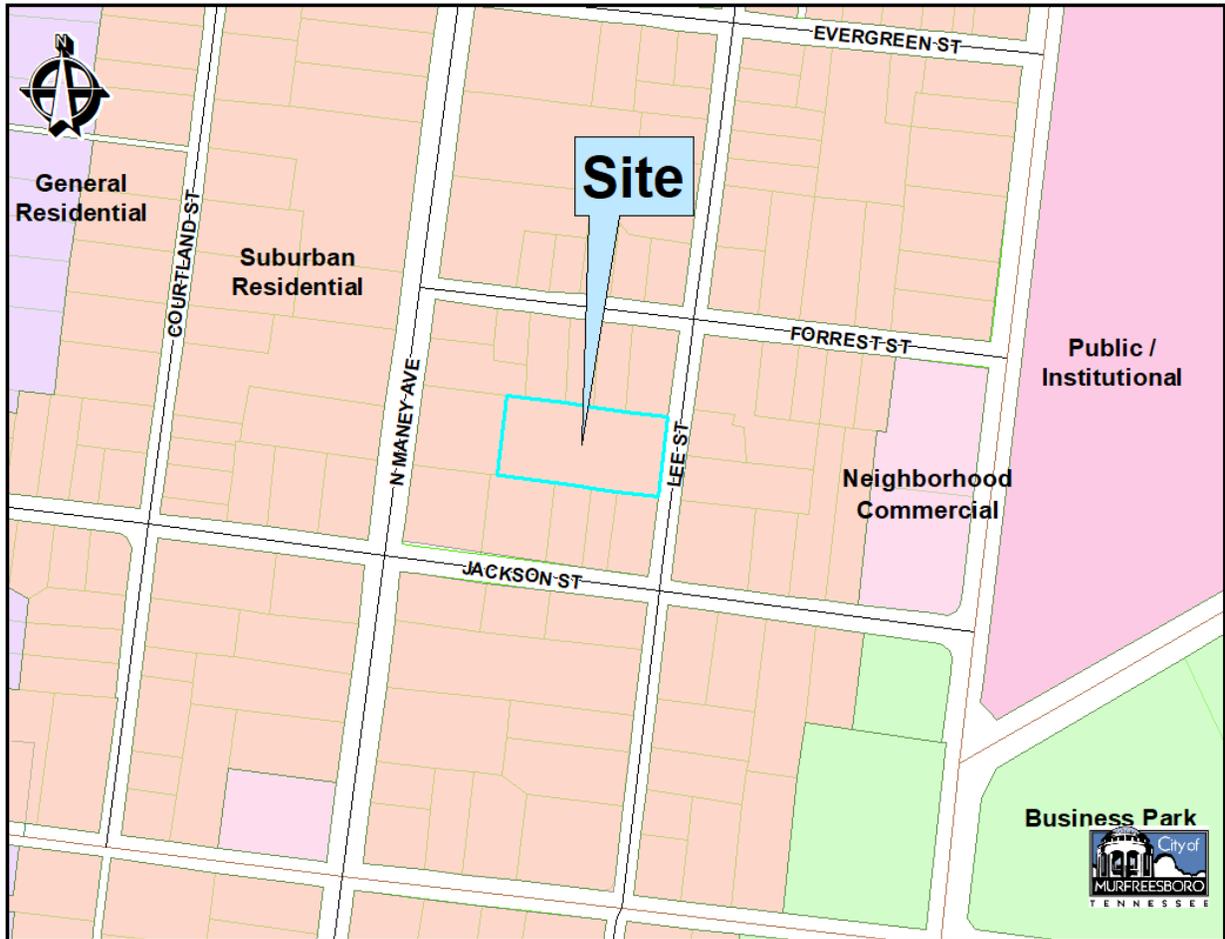
5% formal open space the applicant is proposing 5.8% formal open space. Two formal open space areas are proposed internal to the site. Also included are a courtyard seating area with a paver patio and a fire pit enhanced by landscaped areas within the open space grass island and benches along the entrance sidewalk. The following exceptions to the standard RS-A, Type 3 zoning regulations with CCO overlay are proposed:

1. front setback to be 9' along Lee Street as opposed to the 18' setback required by the CCO regulations (based on the average of the front setbacks on the same block face);
2. rear setbacks to be 18' instead of the required 20'; *per Chart 2 of the Zoning Ordinance*
3. a reduction in the required 18" "step-up" at the front elevations to a 6" "step-up" (RS-A Type 3 townhomes are required to have a minimum finished floor elevation of 18" above grade when the front setback is less than 30'); *per Chart 2 Endnote #34 (a)*.
4. an exception to allow a Type A buffer with a privacy fence in lieu of a Type D buffer on property lines adjacent to single-family residential zoning; *per Table 2 Buffer requirements in the Zoning Ordinance*.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop with a *Suburban Residential* land use character (see excerpt from the future land use map below). This classification intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. 2.0-3.54 dwelling units per acre is the recommended density.

While single-family attached residential uses are consistent with the *Suburban Residential* land use character in certain circumstances, the more intense single-family residential attached use that is proposed -- at 10.6 dwelling units per acre -- is not consistent with the vision for the *Suburban Residential* land use character. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.



North Highland Study

The North Highland Avenue Planning Study was adopted by the Murfreesboro Planning Commission on March 22, 2017. The primary goal of the study is to “Present possible land use patterns and development scenarios and implementation strategies that will create a plan for future growth, create a positive sense of place, connect to the surrounding community and its positive historic elements, and increase economic vitality”. This development area in the North Highland Study area is recommended to develop consistent with the “Mixed Residential Neighborhood” land use character. This classification recommends up to 4 unit attached residential buildings, sidewalks with street trees, may have shallow street setbacks consistent with the predominant character of the area, building designs detailing street facing facades, emphasis on low fencing along the street, parking located in the rear of the dwelling units and maximum height of 2.5 stories. This zoning request is generally consistent with the study, as it emulates the purpose of the North Highland Study area thru design and character to help preserve the quality of life in the area.

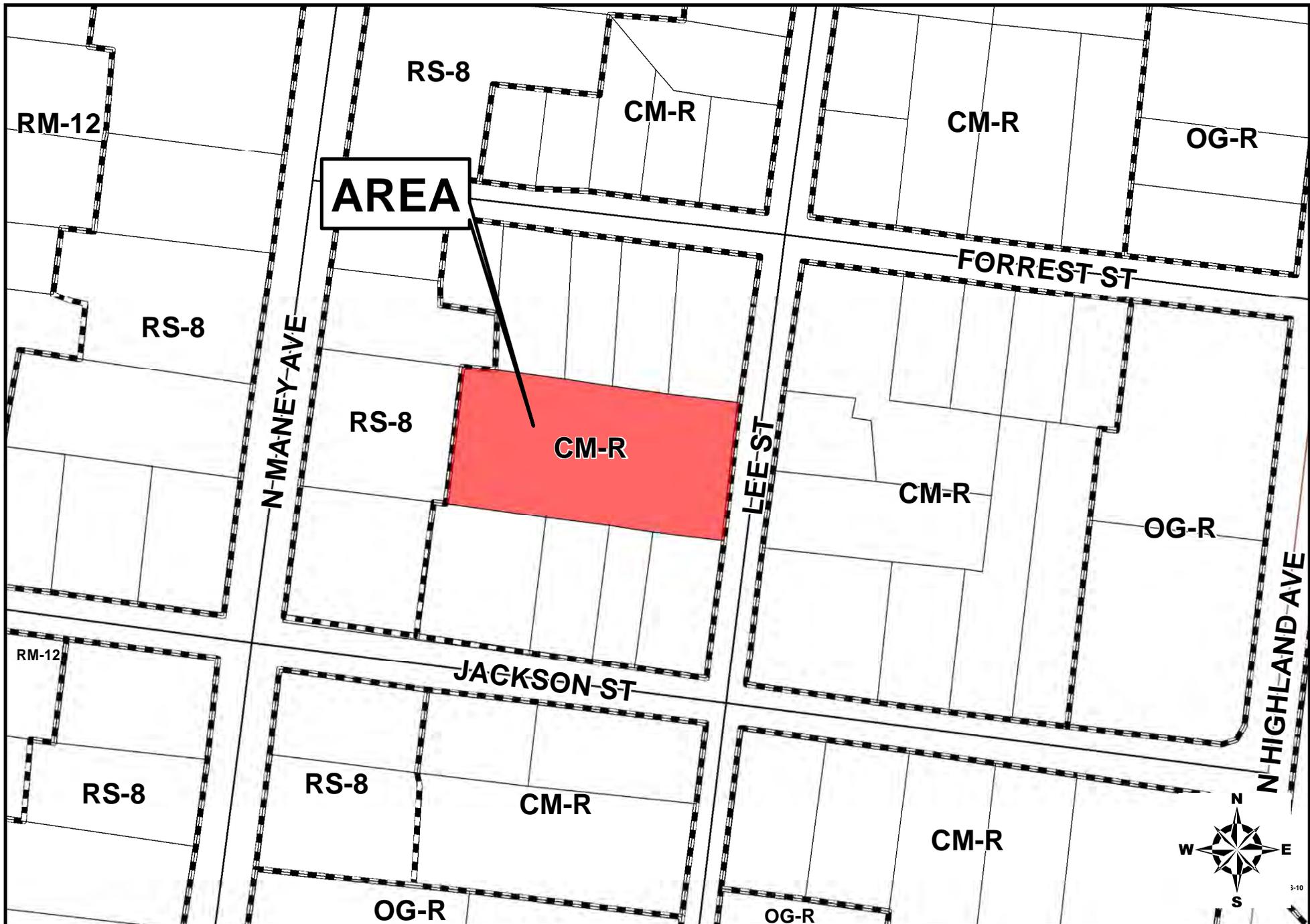
Department Recommendation

Staff is supportive of this rezoning request, including the deviation from the future land use map, for the following reasons:

- 1) the proposed residential land use will be compatible with the surrounding residential land uses;
- 2) compact, dense development is desirable in and around downtown and promotes walkability;
- 3) the proposed development will contribute to the vitality and quality of life of the area, continuing a positive trend toward reinvestment in the area;
- 4) the zoning request is generally consistent with the recommendations of the North Highland Avenue Planning Study.

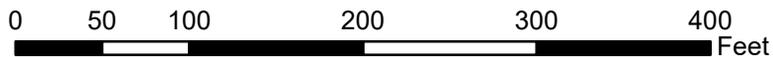
Action Needed

The applicant and his representative will be available at the Planning Commission meeting to answer questions regarding the proposed rezoning. The Planning Commission needs to conduct a public hearing and then formulate a recommendation to City Council.



T E N N E S S E E

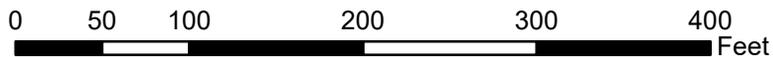
Zoning Request for Property Along Lee Street
 CM-R to PRD (Lee Street Towns PRD)



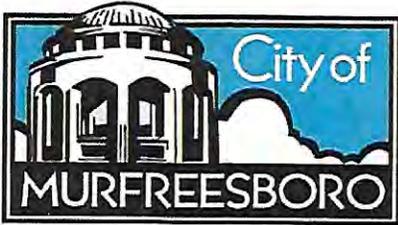
Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for Property Along Lee Street
 CM-R to PRD (Lee Street Towns PRD)



Planning Department
 City of Murfreesboro
 111 W. Vine St.
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T E N N E S S E E

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

Table with 2 columns: Application Type and Fee. Includes 'Zoning & Rezoning Applications - other than rezoning to planned unit development' for \$700.00 and 'Zoning & Rezoning Applications - Planned Unit Development, initial or amended' for \$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: HUDNISTON-STEEL INC.

Address: 2115 N.W. BROAD STREET City/State/Zip:

Phone: 615 893 4084 E-mail address: rountree.associates@yahoo.com

PROPERTY OWNER: JOHN JONES

Street Address or property description: 617 LEE STREET

and/or Tax map #: 0911 Group: D Parcel (s): 01700

Existing zoning classification: CM-R

Proposed zoning classification: PRD Acreage:

Contact name & phone number for publication and notifications to the public (if different from the applicant):

E-mail:

APPLICANT'S SIGNATURE (required): Clyde Rountree

DATE: 2-10-2021

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

Lee Street Towns

SHEET INDEX

1. DEVELOPMENT TEAM & PROJECT SUMMARY
2. ZONING MAP
3. UTILITY MAP
4. HYDROLOGY & TOPOGRAPHY MAP
5. AERIAL MAP
6. EXISTING CONDITIONS A
7. EXISTING CONDITION A - PHOTOS
8. EXISTING CONDITIONS B
9. EXISTING CONDITIONS B - PHOTOS
10. SITE PLAN
11. ARCHITECTURAL ELEVATIONS (FRONT HOMES)
12. ARCHITECTURAL ELEVATIONS (REAR HOMES)
13. ARCHITECTURAL FLOOR PLANS
14. CONCEPTUAL LANDSCAPE PLAN
15. OPEN SPACE / AMENITIES
16. DEVELOPMENT STANDARDS

Plans Prepared By:

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

Submitted May 10, 2021 for the May 20, 2021 City Council Public Hearing

Development Team & Project Summary

The Lee Street Towns is a new townhouse development located in the North Highland Avenue area a few minutes walk from the new police station located on North Highland Avenue. The subject property is currently zoned CM-R in the CCO, and consists of .66 acres. The proposed Lee Street Towns will be a 7- home development consisting of three bedroom homes with a minimum size of 1400 square feet. The homes will be two stories with craftsman style facades. All the homes will have one car garages.

The homes will have cementitious siding and brick. The townhome building on Lee Street will have a reduced front setback creating an urban feel for the development. The front homes facing Lee Street will have small front yards and a rear entry one car garage. The rear homes will have front entry one car garages and larger backyards. A formal open space area is being proposed between the two home clusters and along the south of the front building. The formal open spaces will consist of a fire pit area, open lawn area, and a sidewalk with benches. The open lawn area will serve as a place for residents to relax and walk their dogs.

The overall development will have a 6' privacy fence on three sides in addition to a Type 'A' buffer.

HOME TYPE	SIZE	STORY	QUANTITY	BEDROOMS	PARKING	SPACES REQ/ PROV	ACREAGE	OVERALL DENSITY
Single-Family Attached	1400 S.F. (Min)	2 Story	7 Dwelling Units	3 Bedroom	Garage/Driveway	2 req./ 3 Pro.	.66 ac.	7/.66 = 10.6 Unit/Per Acre

Owner/ Developer
Lee Street Partnership
239 John R. Rice Blvd.
Murfreesboro, TN.
37129
615.867.3020

Architecture
J Taylor Designs
Jamie Taylor
310 Uptown Square
Murfreesboro, TN. 37129
615.542.4675
jamie@jtaylor designs.net

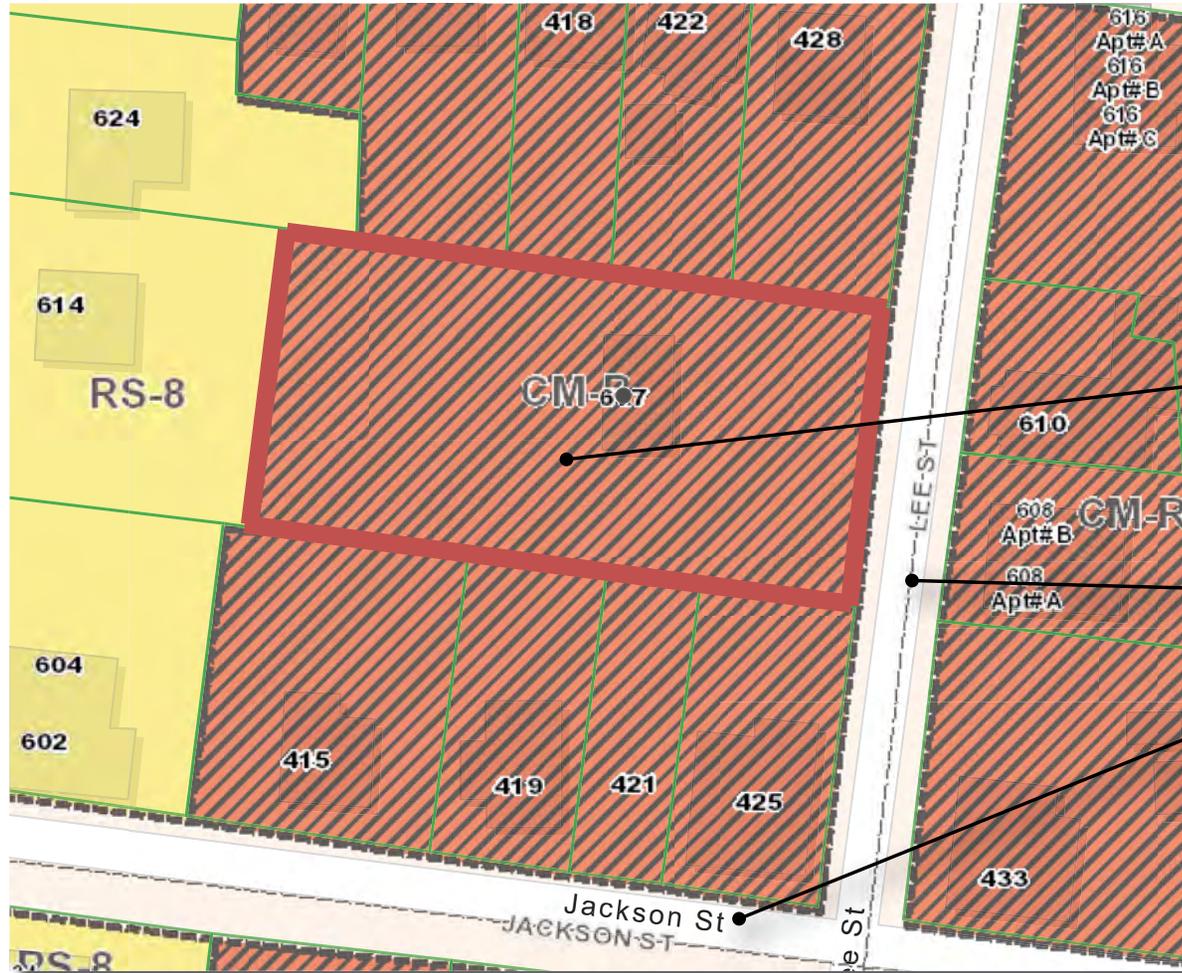
Brian Oliver
Oliver Architecture,
P.C
615. 491.3365
brian@oliverarchitec-
ture.com

Planning and Engineering
Huddleston-Steele Engineering, Inc.
Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, TN. 37129

Zoning Map

Lee Street Towns

PLANNED RESIDENTIAL DEVELOPMENT



The subject property is zoned CM-R. The property to the west is zoned RS-8. The properties to the north, east and south are zoned CM-R. The subject property is requested to be rezoned to PRD.

SITE

Lee Street

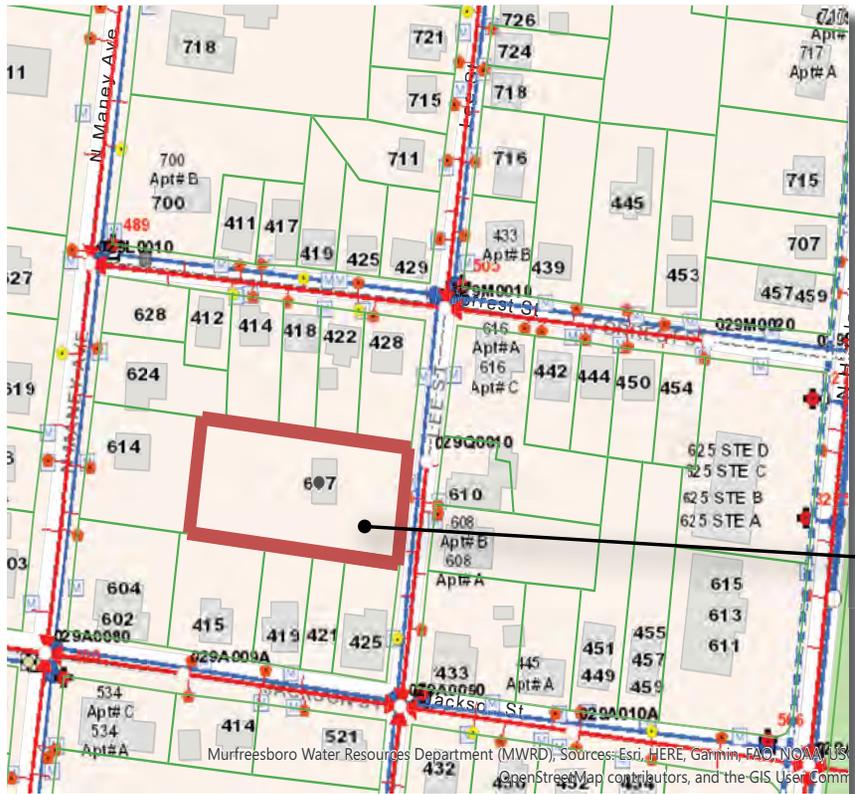
Jackson Street



Utility Map

Lee Street Towns

PLANNED RESIDENTIAL DEVELOPMENT



The subject property utility providers:
Water is provided by Murfreesboro Water Resources.
Electric is provided by MTEMC.
Sewer is provided by Murfreesboro Water Resources.

LEGEND

- Water ————
- Sewer ————

SITE

Utility Location Map

Lee Street Towns

PLANNED RESIDENTIAL DEVELOPMENT

Aerial Map



This aerial photograph shows the subject site embedded in an existing neighborhood. The home on the subject property is in a dilapidated condition and will be removed.

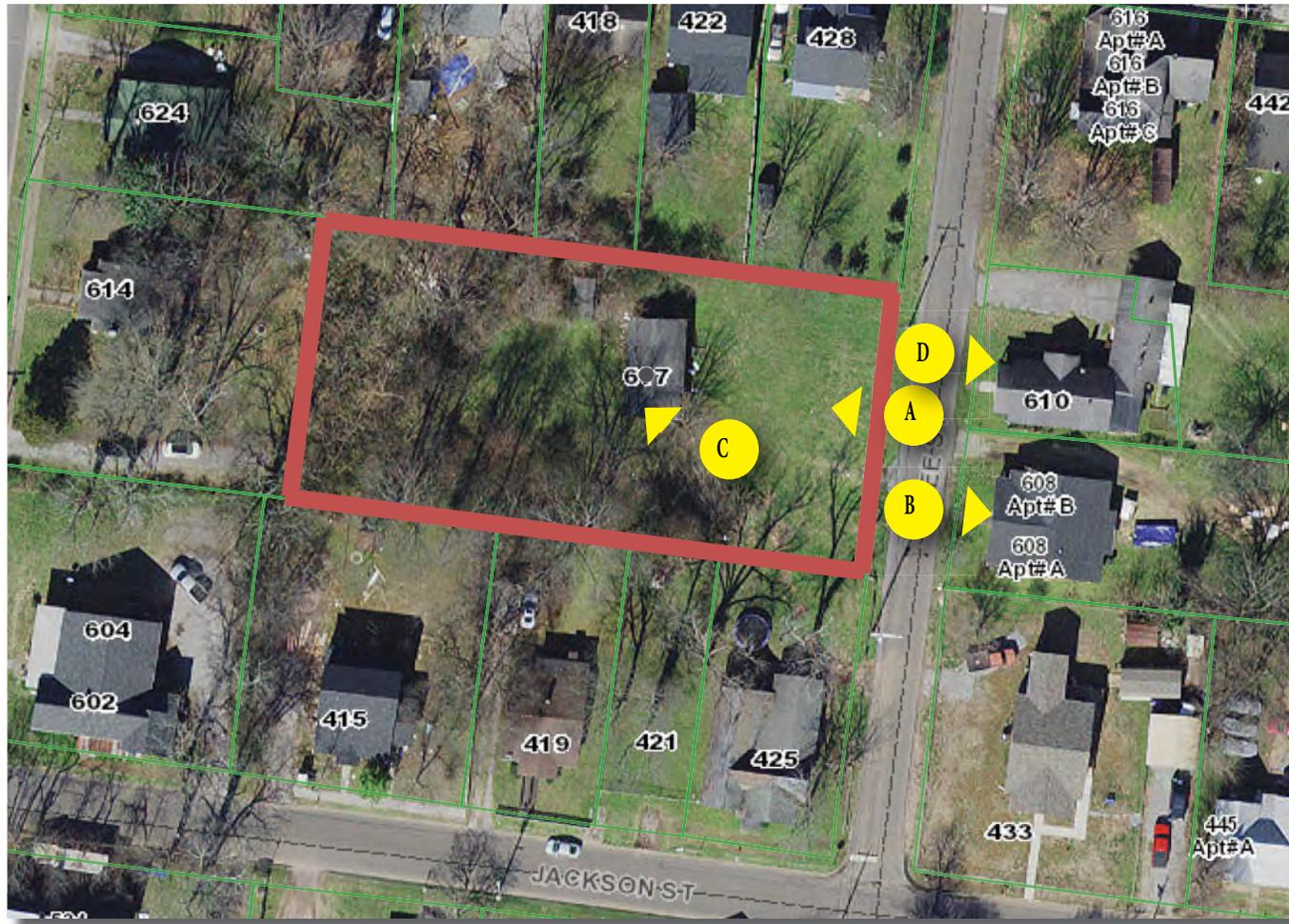
Lee Street

Site

Existing home to be removed

Aerial Location Map

Existing Conditions A



Existing Conditions A Photos



Existing Conditions B



Existing Conditions B Photos



Lee Street Towns

PLANNED RESIDENTIAL DEVELOPMENT

Site Plan

Site Data:
 Acreage: .66 Acres
 Proposed units: 7
 Density: 7/.66 = 10.6 units per acre

7 (3 Bedrooms) Units @ *2 spaces per unit =
 14 Spaces Required, 21 Spaces Provided
 Note: Garages must be used for parking to
 meet parking requirements

Single Family Attached Home : 1400 min.
 sq. of living area

Horizontal Property Regime Ownership
 Private Hauler Solid Waste Pick-up

Maximum building height to

*CCO Parking Standard

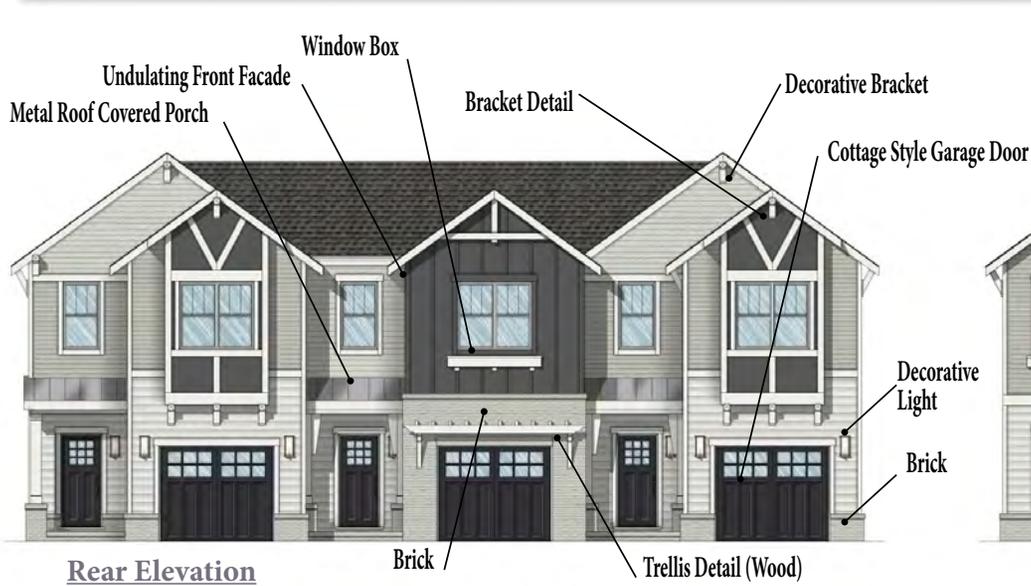


NORTH

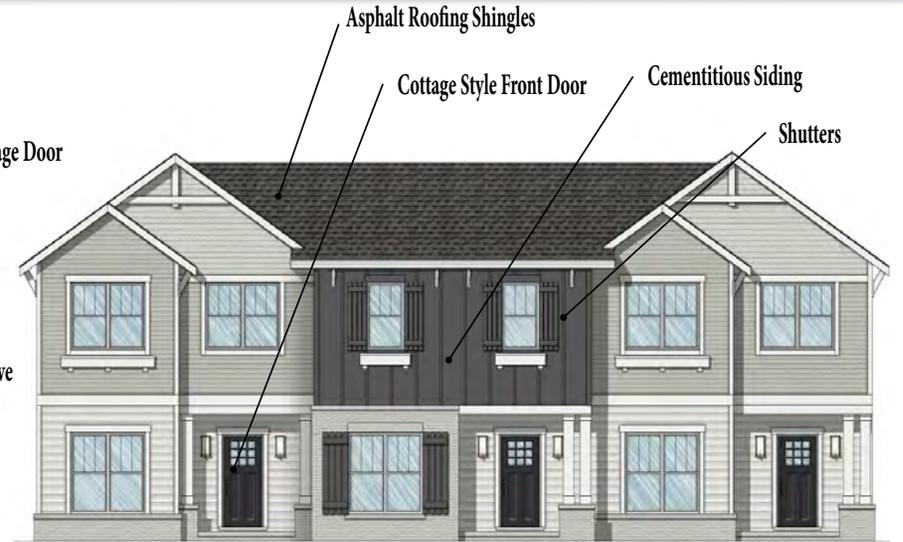
CPTED principles will be applied to the extent that developer is able. Natural surveillance will be assisted by the visual open quality of the project. The access points are well defined and easy to see. Territorial reinforcement will be established through the utilization of consistency in the landscaping and building materials. The site will be well maintained to prevent the "Broken Window Theory."

Architectural Elevations (Front Homes)

Lee Street Towns
 PLANNED RESIDENTIAL DEVELOPMENT



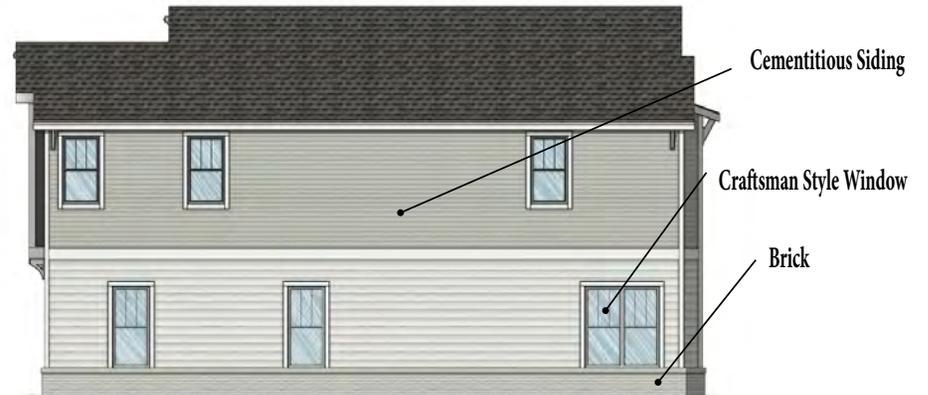
Rear Elevation



Elevation Facing Lee Street



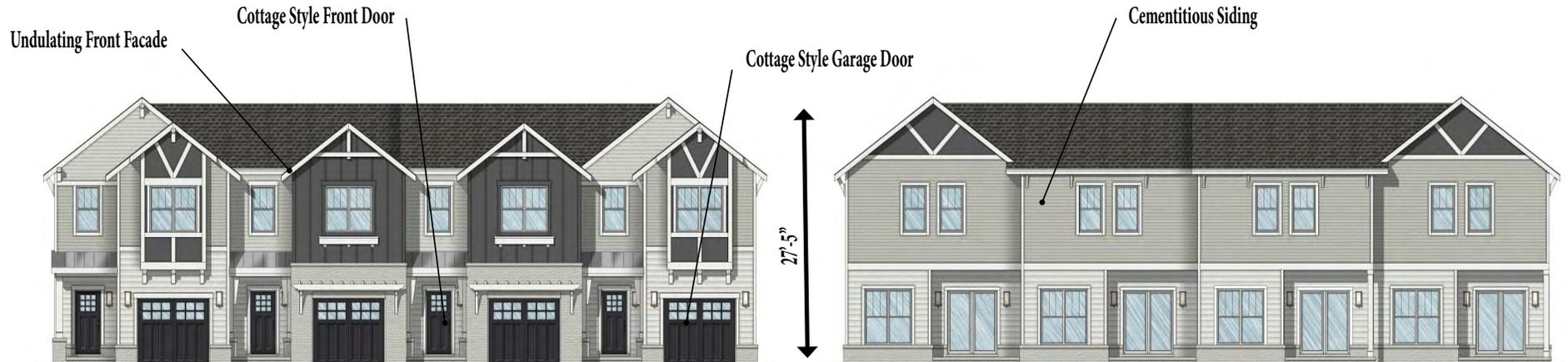
Side Elevation



Side Elevation

Architectural Elevations (Rear Homes)

Lee Street Towns
PLANNED RESIDENTIAL DEVELOPMENT



Front Elevation on rear units

Rear Elevation



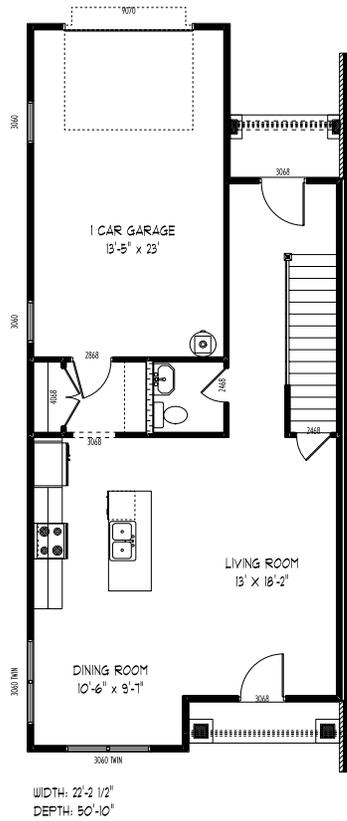
Side Elevation



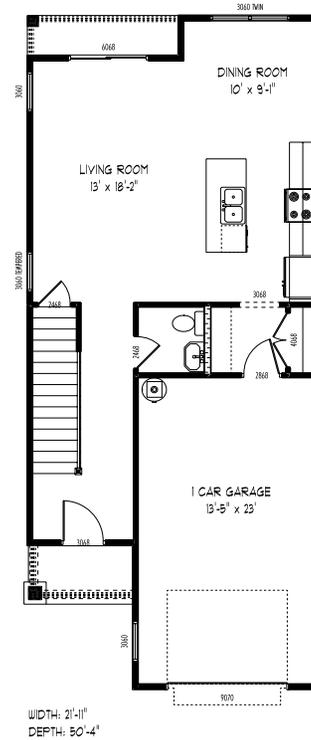
Side Elevation



Architectural Floor Plans



Floor Plan (First Floor) Along Lee Street



Floor Plan (First Floor) Rear Units

Open Space / Amenities



Fire Pit will include benches and pavers



Privacy Fence



Decorative Fence



Mail Kiosk



Formal Open Space

Polly Cart Screen



Decorative Bench

Formal open space provides a more structured environment and is quantified by 5% of the site which is approximately 1,437 square feet. The formal open space consists of a fire pit seating area, bench seating area with enhanced landscaping totaling 1,628 square feet.

Development Standards

Development Standards:

- Development will include (7) 3-Bedroom townhomes
- The maximum building height of 28'-0"
- The units will have 14 surface parking spaces and 7 garage spaces
- Solid waste will be through use of a private hauler
- Sidewalks will be provided on Lee Street
- All site utilities will be underground
- The development will be managed by an H.O.A.
- Mail delivery will be accommodated via a mail kiosk
- Common open space will be maintained by an H.O.A.
- All townhomes owners will be required to be a member of the H.O.A.
- The garages are to meet minimum parking requirements and the H.O.A. documents must include language that states the garages are to be used for parking of vehicles at all times and may not be used primarily for household storage
- All parking will be screened from the public right-of-way
- Parking will comply with the Murfreesboro City Core Overlay Regulations of two parking spaces per dwelling unit with two or more bedrooms
- Telecommunication and television equipment shall be located in the rear of the proposed buildings
- AC units are to be mounted on the ground on all units.
- Trash carts are to be kept in the garage except on garbage pickup day

Building Elevation Materials:

- Hardie Board
- Brick

Allowable Uses:

There will be no other allowable uses permitted with the PRD

SETBACKS TABLE				
SETBACKS	RS-A Type 3	PRD	DIFFERENCE	CCO***
FRONT SETBACK	20'	9'	(-) 11'	<20'
SIDE SETBACK	5'	10'	(+) 5'	5'
REAR SETBACK	20'	18'	(-) 2'	5'
DENSITY		12	10.6	(-)1.4

The following standards shall apply to developments in the CCO.

CCO height for principle building. A principal building in the CCO district shall have a height no greater than fifty (50) percent over the highest adjacent building. However, a principal building shall be permitted to have a height of two (2) stories, regardless of the height of adjacent buildings.
 ***CCO setback note - structure shall be built to the average front setback of all structures on the same block face, provided that no structure shall be built more than (30) feet behind the property line.

Planned Development Criteria & 2035 Plan

General Applicability Per Section 13 - Planned Development Regulations

1. **Ownership and division of land:** *The site is owned by the developer identified on Sheet 1, The lot is currently zoned CM-R in the City of Murfreesboro.*
2. **Waiver of BZA action:** *No BZA actions will be required.*
3. **Common open space:** *9,988 s.f. area will be common open space with 1,628s.f. of formal open space encompassing two areas as shown on the site plan on Sheet 10.*
4. **Accessibility to site:** *The property is accessible from Lee Street.*
5. **Off street parking.** *See Sheet 10 for parking calculations*
6. **Pedestrian circulation:** *Sidewalks will be constructed on the subject property on Lee Street.*
7. **Privacy and screening:** *A privacy fence will be installed on the rear and side property lines.*
8. **Zoning and subdivision modifications proposed:** *A PRD is being requested for the subject property.*
9. **Phasing:** *The project shall be completed in one phase.*
10. **Annexation:** *No annexation is required for this site.*
11. **Landscaping:** *The townhome development will be designed to meet all minimum landscaping requirements outlined in Section 27 of the Zoning Ordinance. The quantities will be consistent with Section 27.*
12. **Major Thoroughfare Plan:** *The PRD is not impacted by the Major Transportation Plan.*
13. **Applicant contact information:** *Contact information is located on Sheet 1.*
14. **Proposed Signage:** *Any signage will be introduced in the future and will be consistent with the masonry architectural elements of the townhomes.*



The future land use map contained in the Murfreesboro 2035 Comprehensive Plan recommends that the subject property develop with a Suburban Residential land use character. This designation allows for a density of 2.0 - 3.54 dwelling units per acre. Our project is requesting a density of 10.6 units per acre and is more consistent with the Auto Urban Family Character referenced in the 2035 plan.

Section 13 – Project Development Criteria Requirements

1. **Identification of existing utilities:** *Shown on Sheet 3.*
- 2/3. **Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site:** *Shown on Sheet 4 - 9.*
- 4/5. **Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation:** *Shown on Sheet 10-15.*
6. **Development schedule:** *Construction is projected to begin once all zoning and site planning is approved by the City.*
7. **Relationship of the planned development to current city polices and plans:** *The development is consistent with the growth in the area. The seven units being proposed are consistent with the development patterns of the City Core Overlay.*
8. **Proposed deviation from zoning and subdivision ordinance:**
 - #1 front setback to be 9' along Lee Street as opposed to the 20' setback (based on the average of the front setbacks on the same block face ;
 - #2 rear setback to be a minimum of 18' along the east lot line as opposed to the 20' required;
 - #3 a reduction in the required 18" "step-up" at the front elevation to a 6" "step-up" (RS-A, Type 3 townhomes are required to have a minimum finished floor elevation of 18" above grade when the front setback is less than 30');
 - #4 an exception to allow a Type 'A' buffer with a privacy fence in lieu of a Type D buffer along property lines adjacent to single-family residential zoning;

SITE DATA		
Total Land Area	28,750 SF	
Total Open Space	Required: 5,749 SF	Provided: 11,661 SF
*Formal Open Space	Required: 862 SF	Provided: 1,628 SF
Total Impervious	18,712 SF	
Total Pervious	10,038 SF	
Total Building Coverage	7,700 SF	
Total Floor Area	13,440 SF	
Total Parking Lot Coverage	10,392 SF	

9. **Site tabulation data for land area, FAR, LSR, and OSR:** (Not required per RS-A Type 3)
10. **The nature and extent of any overlay zones as described in Section 24 and 34:** The proposed development is in the City Core Overlay. The "Setback Table" on Sheet 16 shows the exceptions to the CCO standards we are requesting.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

6:00 P.M.

COUNCIL CHAMBERS

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Warren Russell
Chase Salas
Shawn Wright
Rick LaLance

STAFF PRESENT

Greg McKnight, Planning Director
Margaret Ann Green, Principal Planner
Amelia Kerr, Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev't Services Executive Dir.

Chair Kathy Jones called the meeting to order after determining there was a quorum.

Chair Jones requested for a motion to approve the minutes of the March 3, 2021 Planning Commission meeting.

Vice-Chairman Ken Halliburton made a motion to approve the March 3, 2021 minutes, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Public Hearings

Zoning application [2021-402] for approximately 0.66 acres located along Lee Street to be rezoned from CM-R and CCO to PRD (Lee Street Towns PRD) and CCO, Lee Street

Partnership applicant. Ms. Amelia Kerr made known the applicant is requesting to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of a 17-unit townhouse development (Lee Street Towns PRD). The proposed gross density would be 10.6 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning. Ms. Kerr summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet.

Ms. Kerr explained the following exceptions to the standard RS-A, Type 3 zoning regulations with CCO are proposed:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

1. front setback to be 9' along Lee Street as opposed to the 18' setback required by the CCO regulations (based on the average of the front setbacks on the same block face);
2. rear setbacks to be 18' instead of the required 20' per Chart 2 of the Zoning Ordinance;
3. a reduction in the required 18" "step-up" at the front elevations to a 6" "step-up" (RS-A, Type 3 townhomes are required to have a minimum finished floor elevation of 18" above grade when the front setback is less than 30') per Chart 2 Endnote #34 (a); and
4. an exception to allow a Type A buffer with a privacy fence in lieu of a Type D buffer on property lines adjacent to single-family residential zoning, per Table 2 Buffer requirements in the Zoning Ordinance.

Continuing, Ms. Kerr stated that Staff is supportive of this rezoning request, including the deviation from the future land use map, for the following reasons:

- 1) the proposed residential land use will be compatible with the surrounding residential land uses;
- 2) compact, dense development is desirable in and around downtown and promotes walkability;
- 3) the proposed development will contribute to the vitality and quality of life of the area, continuing a positive trend toward reinvestment in the area; and
- 4) the zoning request is generally consistent with the recommendations of the North Highland Avenue Planning Study.

Mr. Clyde Rountree and Mr. Brian Burns were in attendance representing the application. Mr. Rountree said that Mr. Burns would be working with Mr. John Jones on this proposal. This development would be a continuation in bringing vitality to the downtown area. It would be consistent with other developments in the area. Mr. Rountree began a PowerPoint presentation to explain the proposal from the applicant's pattern book.

Chair Kathy Jones wanted to know if the area delegated for the placement of the solid waste cart was large enough. Mr. Rountree stated he would verify to make certain it was large enough.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

Chair Kathy Jones opened the public hearing. There being no one to speak for or against the request, Chair Jones closed the public hearing.

Vice-Chairman 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 with one abstention (Mr. Rick LaLance).

Zoning application [2021-404] to amend the One East College PUD zoning for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street, 705 4th Avenue South Holding Company, LLC applicant.

Ms. Amelia Kerr began by stating the applicant, 705 4th Avenue South Holding Company, is requesting to amend the One East College PUD, located in the 100 block of East College Street and North Spring Street, to allow modifications of the site and building design and uses. The property is approximately 2.42 acres and is developed with the former First United Methodist Church/Franklin Synergy Bank. The One East College PUD was originally approved on May 21, 2020. The applicant is requesting an amendment to the PUD to modify building uses, exterior materials and design of the buildings, parking, amenities, and siting of the structures. The building setbacks will remain the same. Continuing, Ms. Kerr summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet. Also, the applicant has proposed in the amendment a 2,640 square-foot space for a roof-top restaurant/bar located at the 8th floor of the parking garage. In order to include the restaurant component into the project a lease must be completed by May 30, 2021. The total building area is 427,732 square-feet.

The following exceptions to the standard zoning regulations being proposed:

1. 35% of the required 490 garage parking spaces to be 7'6" wide compact spaces and the remainder to be 8'6" wide as opposed to the 9' wide spaces required by the Zoning Ordinance;

ORDINANCE 21-OZ-08 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.66 acres located along Lee Street from Medical District - Residential (CM-R) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (Lee Street Towns PRD); Lee Street Partnership, applicant [2021-402].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Ordinance 21-0Z-08

RS-8

CM-R

CM-R

RS-8

FORREST ST

Area rezoned from
CM-R and CCO to PRD
(Lee Street Towns PRD)
and CCO

N-MANEY-AVE

RS-8

CM-R

LEE ST

CM-R

JACKSON ST

OG-R

RS-8

RS-8

CM-R

CM-R

OG-R

OG-R



COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Amending the One East College PUD zoning along East College St.
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the One East College PUD zoning on approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance amending the zoning, as requested. The Planning Commission recommended approval of the zoning amendment.

Background Information

705 4th Avenue South Holding Company presented a zoning application [2021-404] to amend the One East College PUD (Planned Unit District) zoning on approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street. During its regular meeting on April 7, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. The pattern book included in the agenda packet is largely the same as what was presented to the Planning Commission; however, it has been revised to increase the area of the proposed restaurant by approximately 1,000 square-feet.

Council Priorities Served

Improve Economic Development

This zoning amendment will enable the One East College development to move forward, spurring reinvestment and redevelopment in the City's downtown, which will contribute to the continued growth of downtown both as a place to live and to do business.

Establish Strong City Brand

The development that this rezoning will enable will continue to strengthen the identity of the City's downtown as a destination for living, working, and playing, consistent with the vision adopted by the City in the North Highland Avenue and Historic Bottoms planning studies.

Expand Infrastructure

The proposed development includes the construction of a parking garage as well as on-

street parking in order to provide the downtown with additional parking infrastructure to continue to accommodate the demand for parking as the downtown grows and develops.

Maintain Public Safety

The proposed development sets aside space inside of the retail/office building for a police precinct, which will continue to enable a police presence in and around the downtown.

Attachments:

1. Ordinance 21-OZ-09
2. Maps of the area
3. Planning Commission staff comments from 04/07/2021 meeting
4. Planning Commission minutes from 04/07/2021 meeting
5. One East College PUD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 7, 2021
PROJECT PLANNER: AMELIA KERR**

4.b. Zoning application [2021-404] to amend the One East College PUD for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street, 705 4th Avenue South Holding Company applicant.

The applicant, 705 4th Avenue South Holding Company, is requesting to amend the One East College PUD, located in the 100 block of East College Street and North Spring Street, to allow modifications of the site and building design and uses. The property is approximately 2.42 acres and is identified as Tax Map 091K, Group G, Parcels 8.00, 8.01 and 9.00 and is developed with the former location of First United Methodist Church/Franklin Synergy Bank. The One East College PUD was originally approved on May 21, 2020. The applicant is requesting an amendment to the PUD to modify building uses, exterior materials and design of the buildings, parking, amenities, and siting of the structures. The building setbacks will remain the same.

The approved PUD (One East College PUD) consists of a mix of uses, including hotel, residential living, office, retail, restaurants, a parking garage, police precinct and refurbishing the existing church sanctuary and bell tower. The overall residential square feet is 185,634 and density per acre is 64.46 with 156 residential dwelling units.

The amendment to the PUD would propose that the South Church and East Lytle building with 47,006 square-foot floor area to be a 4-story mixed use building with 10,153 square-feet of retail/office on the first floor, and the upper three floors with 36,853 square-foot floor area consisting of 32 residential dwelling units. The overall height of the North Church Street and East Lytle Street building is 55'6". The amendment also includes the conversion of the hotel with 62,466 square feet of floor area into a 4-story, mixed-use building along East College Street with 31,874 square-foot office and retail on the first and second floors, including a satellite police precinct on the street level, and 31,874 square-feet of floor area on the third and fourth floors with 36 residential dwelling units. The overall height of the East College Street building is 68'. The four-story apartment building fronting North Spring Street and East Lytle Street will consist of 100,344 square feet of floor area with 95 residential dwelling units. The overall height of the North Spring Street and East Lytle Street building is 55'6".

The proposed parking garage is 8 stories above grade and consists of 490 required

parking spaces (including a 25% reduction for shared parking) and includes 200 non-dedicated parking spaces. Proposed above the parking garage would be two or possibly three stories of additional 35,448 square feet of floor area to be 28 residential condo units. The overall height of the parking garage/condo building is 11 stories and 148’.

Combined residential dwelling units within the development would contain 191 studio, 1-bedroom and 2-bedroom dwelling units with total square footage of 204,559 and a density of 78.93 dwelling units per acre.

The proposed residential amenities for the development will include a fitness center and a private courtyard pool with sun deck. Amenities also include a gated promenade area with green space and a grilling and seating area for residents adjacent to a gated dog park. The proposed plan would also include a roof-top plaza as an exclusive amenity for the condo units.

The development will provide 2 pedestrian entrances from North Church Street and West College Street and a single motor vehicle access into the parking garage from East Lytle Street.

The proposed amendment has designed a 2,640 square foot space for a roof-top restaurant/bar located at the 8th floor of the parking garage. In order to include the restaurant component into the project a lease must be completed by May 30, 2021. The total building area is 427,732 square feet.

<u>Difference Between Previously Approved Site Plan and Proposed Amended Site Pan</u>			
	Original PUD	Proposed PUD	Difference
Residential Units (#)	156	191	+35
Residential Floor Area (s.f.)	185,634	204,559	+18,925
Hotel Rooms (#)	110	0	-110
Hotel (s.f.)	54,273	0	-54,273
Potential Conversion of Residential to Hotel (#)	0	36	+36
On-Street Parking Spaces (#)	45	56	+11
Parking Garage (# of Spaces)	582	490	-92
Parking Garage (s.f.)	185,307	174,488	-10,819
Retail/Office Space (s.f.)	56,215	40,703	-15,512
Existing Church Building (s.f.)	5,300	5,300	0
Police Precinct (s.f.)	400	400	0
Potential Rooftop Restaurant (s.f.)	0	2,640+/-	+2,640+/-
Total Building Area (s.f.)	486,792	427,732	-59,060
Maximum Allowed Height (Stories)	12.5	11	-1.5
Maximum Allowed Height (feet)	145	148	+3
Amenities	Roof top Terrace, Clubhouse, Fitness Center, Dog Park, bicycle Stalls, Promenade	Rooftop plaza for condos located on top of parking structure, pool, sun-deck, grilling area, fitness room, dog park, bicycle parking spaces	

The following exceptions to the standard zoning regulations are proposed:

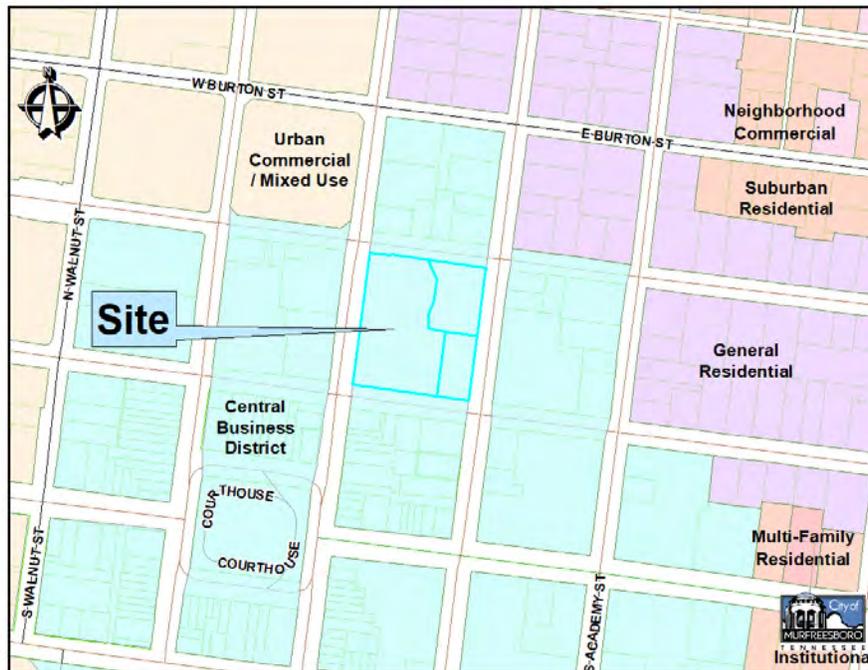
1. 35% of the required 490 garage parking spaces to be 7'6" wide, compact spaces and the remainder to be 8'6" wide as opposed to the 9' wide spaces required by the Zoning Ordinance;
2. Maximum building height to be 148' instead of the maximum overall height in the CBD of 75'.

Adjacent Zoning and Land Uses

The subject property is surrounded to the south and west with the CBD (Central Business District) with multiple businesses, offices, restaurants, and the Center for the Arts. Properties to the north and east are zoned OG-R -- to the north consists of a mixture of residential uses and small businesses and to the east are small businesses and the location of the First Presbyterian Church. The Rutherford County Judicial Building lies to the northwest and is zoned PND (Planned Institutional District) and the southeast corner adjacent to the subject property is zoned CH (Commercial Highway District).

Future Land Use Map

The future land use map of the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that *Downtown Mixed-Use Central Business District* is the most appropriate land use character for the subject property, as shown on the map below.



Compatible existing zoning districts are CBD (Central Business District), MU (Mixed-Use District), and PUD (Planned Unit District). Examples of development types in the *Downtown Mixed-Use Central Business District* land use character include “an active mix and concentration of uses and public gathering/event spaces in a main street setting.” Recommended allowable uses included “multi-family residential uses, entertainment, restaurants, department stores, and other retail, general and professional offices, and hotels.” This land use character is also characterized by “streets and other public spaces framed by buildings with zero/minimal front setbacks, creating architectural enclosure.” It is Staff’s opinion that the proposed zoning request is consistent with the recommendation of the future land use map of the *Murfreesboro 2035 Comprehensive Plan*.

North Highland Study

The North Highland Avenue Planning Study was adopted by the Murfreesboro Planning Commission on March 22, 2017. The primary goal of the study is to “Present possible land use patterns and development scenarios and implementation strategies that will create a plan for future growth, create a positive sense of place, connect to the surrounding community and its positive historic elements, and increase economic vitality”. The proposed PUD emulates the purpose of the North Highland Study area thru economic growth, preservation of community character thru design, infrastructure, parking and streetscape design to help increase future growth in the area. The study future land use map recommends that the subject property develop consistent with the “Downtown/Central Business District” land use character. The proposed development is generally consistent with the study’s recommendations regarding this land use character.

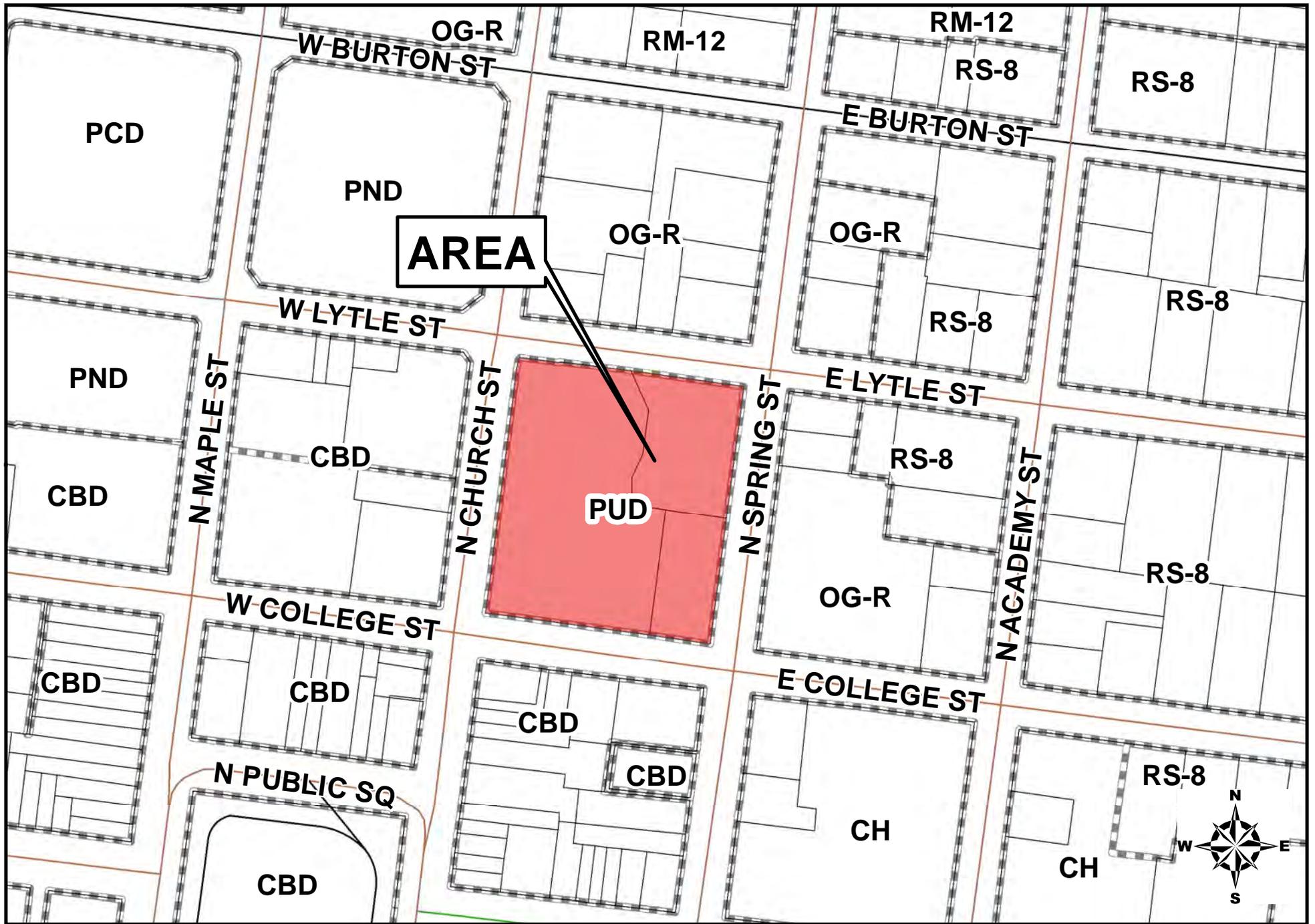
Department Recommendation

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

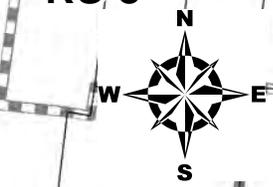
- 1) the proposed land uses will be compatible with the surrounding land uses;
- 2) compact, dense development is desirable in and around downtown and promotes walkability;
- 3) the proposed development will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area; and
- 4) the zoning plan is generally consistent with the recommendations of the Murfreesboro 2035 Comprehensive Plan and the North Highland Avenue Planning Study.

Action Needed

The applicant and his representative will be available at the Planning Commission meeting to answer questions regarding the proposed rezoning. The Planning Commission needs to conduct a public hearing and then formulate a recommendation to City Council.



Zoning Request for Property Along East College Street,
 North Church Street, North Spring Street & East Lytle Street
 PUD Amendment (One East College PUD)



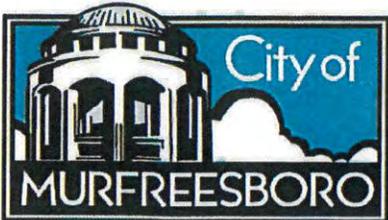
Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for Property Along East College Street,
 North Church Street, North Spring Street & East Lytle Street
 PUD Amendment (One East College PUD)



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



T E N N E S S E E

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

Table with 2 columns: Application Type and Fee. Includes 'Zoning & Rezoning Applications - other than rezoning to planned unit development' for \$700.00 and 'Zoning & Rezoning Applications - Planned Unit Development, initial or amended' for \$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: 705 4th Avenue South Holding Company c/o Brian Davis

Address: 217 ward Circle City/State/Zip: Brentwood, TN 37027

Phone: 615-376-1110 x 1580 E-mail address: bndavis@trccsi.com

PROPERTY OWNER: 705 4th Avenue South Holding Company LLC and ONICX Investments OEC LLC

Street Address or property description: The block between E. Lytle, N. Church, E College, and N. Spring St

and/or Tax map #: 91K Group: G Parcel (s): 8.00, 8.01, 9.00

Existing zoning classification: PUD

Proposed zoning classification: PUD Acreage: 2.42 Acres

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): [Handwritten Signature]

DATE: 2/11/2021

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

ONE EAST COLLEGE

A REQUEST FOR AN AMENDMENT TO THE PLANNED UNIT DISTRICT (PUD)

Murfreesboro, Tennessee



Initial Submittal February 11, 2021
 Resubmitted March 8, 2021 for the March 17, 2021 Planning Commission Workshop
 Resubmitted April 1, 2021 for the April 7, 2021 Planning Commission Public Hearing
 Resubmitted May 10, 2021 for the May 20, 2021 City Council Public Hearing

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SEC Project #18060

Company Name: SEC, Inc.
 Profession: Planning, Engineering, Landscape Architecture
 Attn: Matt Taylor & Rob Molchan
 Phone: (615) 890-7901
 Email: mtaylor@sec-civil.com / rmolchan@sec-civil.com
 Web: www.sec-civil.com

Company Name: Kline Swinney Associates
 Profession: Architect
 Attn: Bart Kline
 Phone: 615-255-1854
 Email: bkline@ksarchitects.com
 Web: http://www.ksarchitects.com
 22 Middleton Street
 Nashville, TN 37210

Company Name: TRC CSI, INC.
 Profession: Development Partner, Design & Construction
 Attn: Brian N. Davis
 Phone: 615-376-1110
 Email: bndavis@TRCCSI.com
 Web: www.TRCCSI.com
 217 Ward Circle
 Brentwood, TN 37027

Company Name: ONICX Development
 Profession: Development Partner
 Attn: Dhvanit Patel
 Phone: 813-712-1710
 Email: dvanitpatel@Onicx.com
 Web: onicxdevelopment.com
 5600 Mariner Street
 Tampa, FL 33069

Company Name: One East College, LLC.
 Profession: Owner/Developer
 Attn: Surendra Ramanna/
 Brian N. Davis
 Phone: 615-661-7979
 Email: sramanna@TRCCSI.com/
 bndavis@TRCCSI.com

850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129



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INTRODUCTION

SYNOPSIS/REQUEST

One East College, LLC. respectfully requests an amendment to the approved One East College PUD Property located on the 100 Block of East College Street and North Spring Street. The site is identified as Parcels 8.00, 8.01, and 9.00 of Tax Map 91K Group G, and is approximately 2.42 acres.

One East College consists of a mix of uses from residential living, office space, retail, restaurants, and a parking garage. This development is proposing a total of 191 residential apartment and condos ranging from one and two bedroom units and studio units. In addition to residential, the development is proposing +/- 41,000 gross sf. of retail, restaurant, and office space. The buildings will range in heights and will have a maximum of 11-stories at 148'-0" tall. Heights of the surrounding structures have been considered to avoid overshadowing existing adjacent properties.

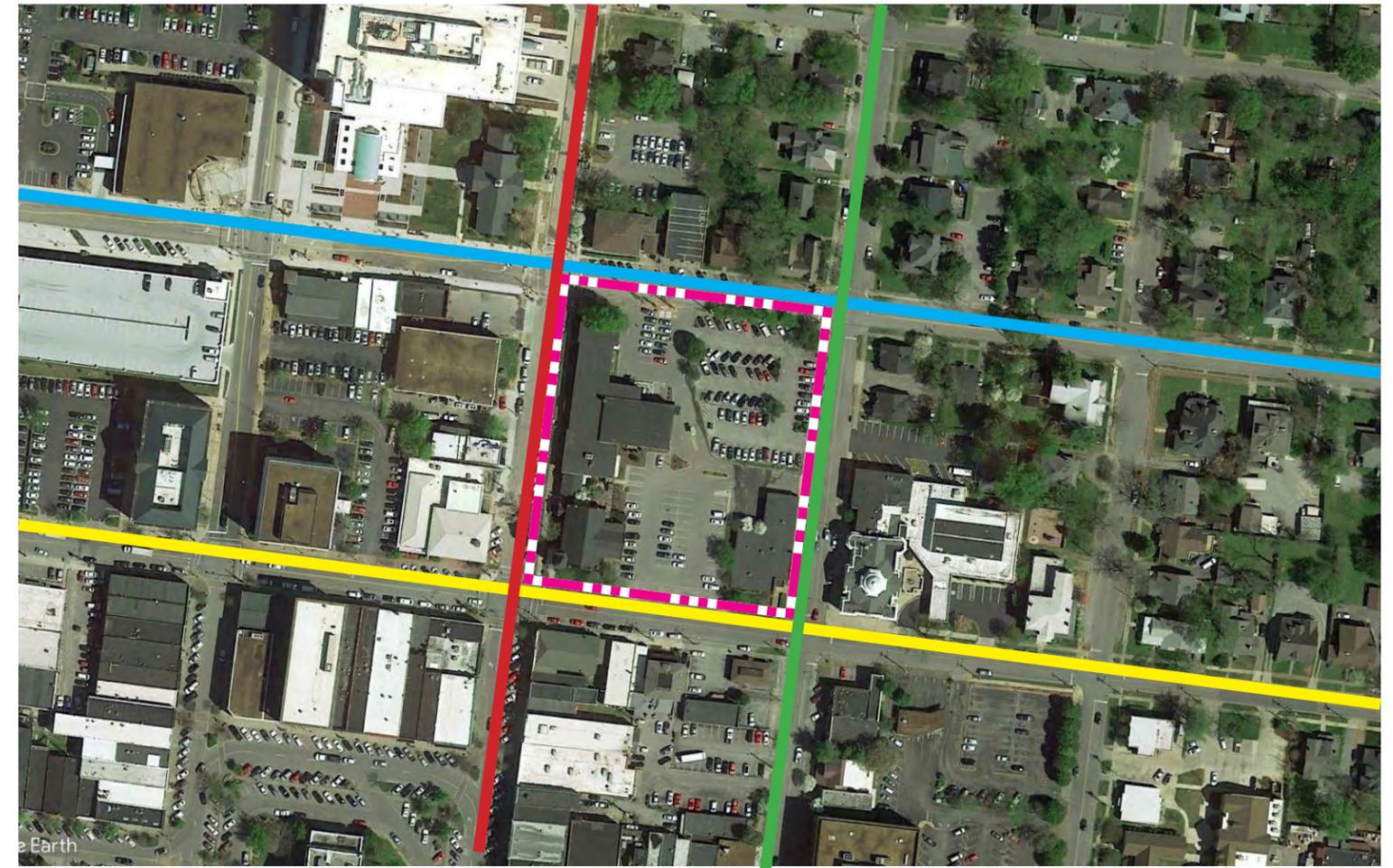
The North Church Street and East Lytle Street building will have a maximum height of 4-floors, that will have retail/office space on the ground floor with 3-floors of residential units above. The North Spring Street and East Lytle Street Building will have a maximum height of 4-stories, all of which will be residential units.

The Garage/Condo building located in the center of the development, will have a maximum height of 11-floors with parking on the bottom 8-floors, and residential on the upper 3-floors. The development is proposing to provide 28 residential units with a maximum height of the 3 floors of residential, which will bring the total maximum building height of the project to 11-stories. The developer anticipates during pre-sales of the residential units, that they will receive feedback from the local community, which may revise the unit mix (number of one bedroom versus two bedrooms). In preparation and to allow maximum flexibility, the project has outlined the maximum building height (148'-0") and number of stories (11-stories). There is a roof top plaza / amenity space for the residential units, and is placed on top of the proposed roof top restaurant space. If the restaurant space is not built, the roof top amenity for the residential units will still be included with the development.

The East College Street building will be a maximum of 4-stories and will have retail/office space on the first and second floor, with residential units on the third and fourth floors above. This building will have accommodated space at the ground level for a satellite police precinct. This building has been designed to accommodate a future conversion from retail/office and residential, to a Hotel and retail/office use, if the option arises. Due to the existing market conditions, many Hotel Operators and Developers have stopped development in areas similar to the One East College Development.

The existing church building on the corner of North Church Street and East College Street will remain and be repaired and re-purposed.

Surrounding the development will be public sidewalks accented with lighting and street trees that will create a sense of place that reflects the core of downtown Murfreesboro. The articulating facade of the buildings will add variety and character to the area. One East College will provide a mix of uses and services adding a cohesive but unique aspect to downtown Murfreesboro.



AERIAL PHOTOGRAPH

Not To Scale

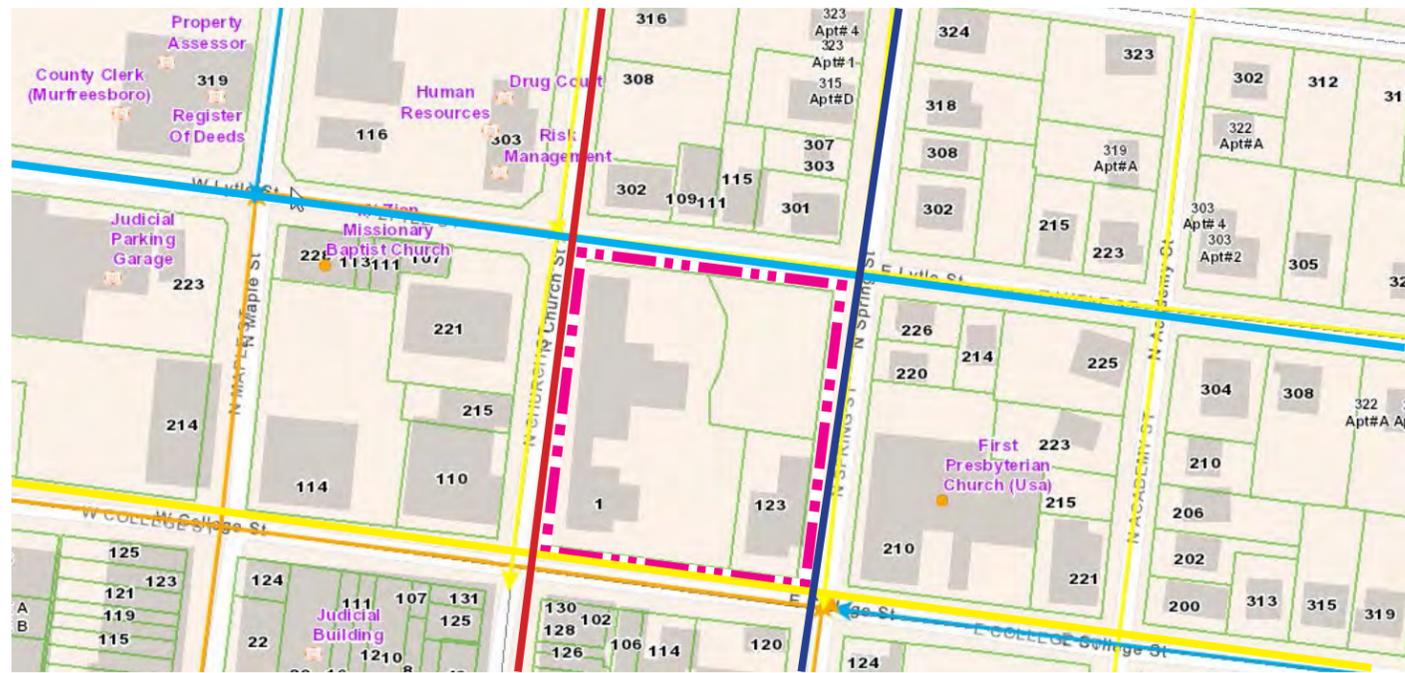
- East Lytle Street
- East College Street
- North Church Street

- North Spring Street



Future Roof Top Restaurant:

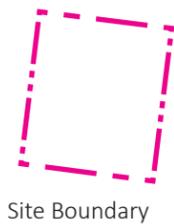
Per the request of the City, we have designed in a future location for a roof top Restaurant / Bar. The Restaurant / Bar will be located at the 8th floor of the parking garage, and it will have view toward North Spring Street and East College Street. The size of the restaurant is approximately +/- 3,644 Sf. In order to include the Restaurant component into the project, we must have a signed lease in hand before completion of contract documents the cutoff date for having a signed lease will be May 30, 2021. If an executed lease is not provided by that date, we will not include this component in the project. The parking required for the restaurant will not be provided if we do not receive a lease for the space by May 30, 2021. Refer to the parking tables on Page 8 for the required parking for this element.



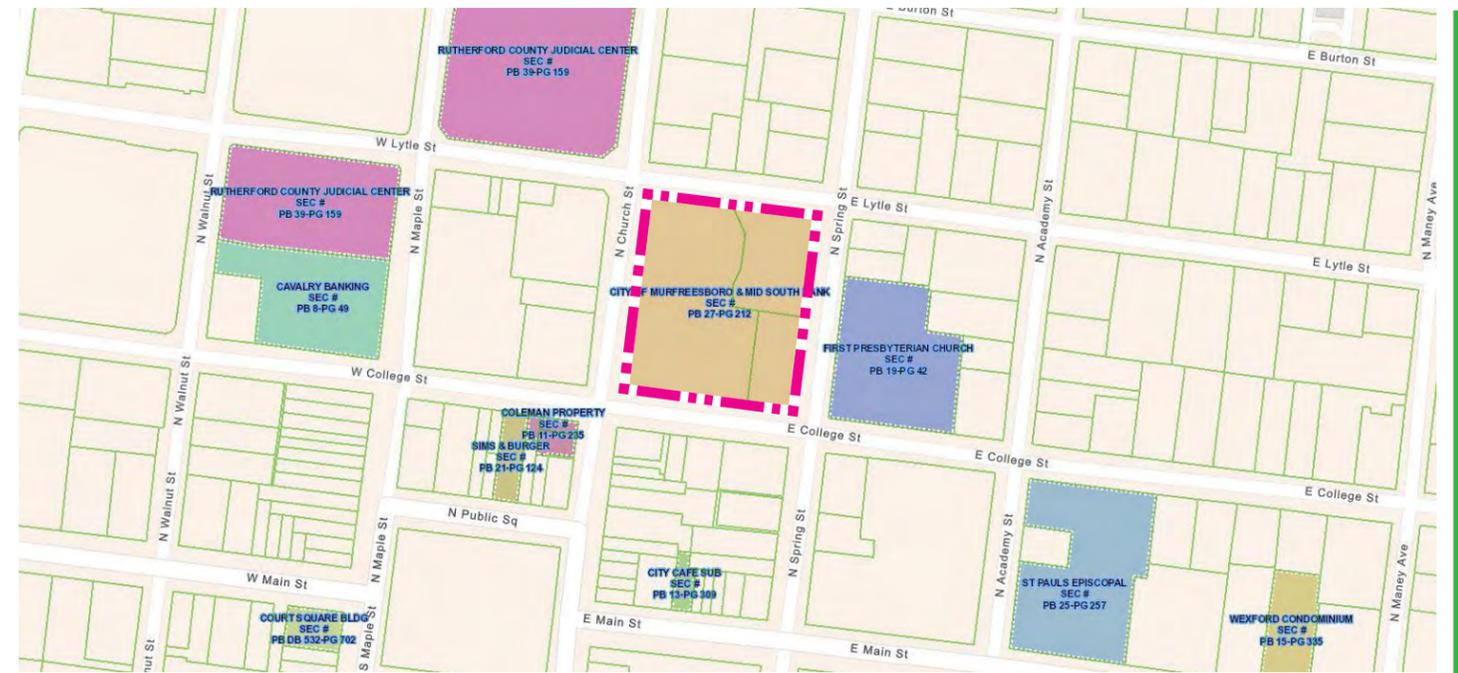
2040 MAJOR THOROUGHFARE PLAN

Not To Scale

- East Lytle Street
- East College Street
- North Church Street
- North Spring Street



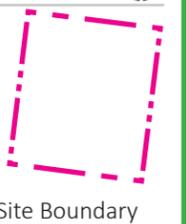
The property has/will have access to the existing public rights-of-way of North Spring Street, East Lytle Street, East College Street, and North Church Street. Patrons and residents will be able to access the site directly by vehicle via the parking structure and on-street parking. The current conceptual design has access proposed directly via the parking structure entrances/exits found on East Lytle Street. No roadways within the area are slated for improvements as per the Murfreesboro 2040 Major Thoroughfare Plan. However, the city plans to continue the Lytle Street improvements towards the East in the future and improve the remainder of this block.



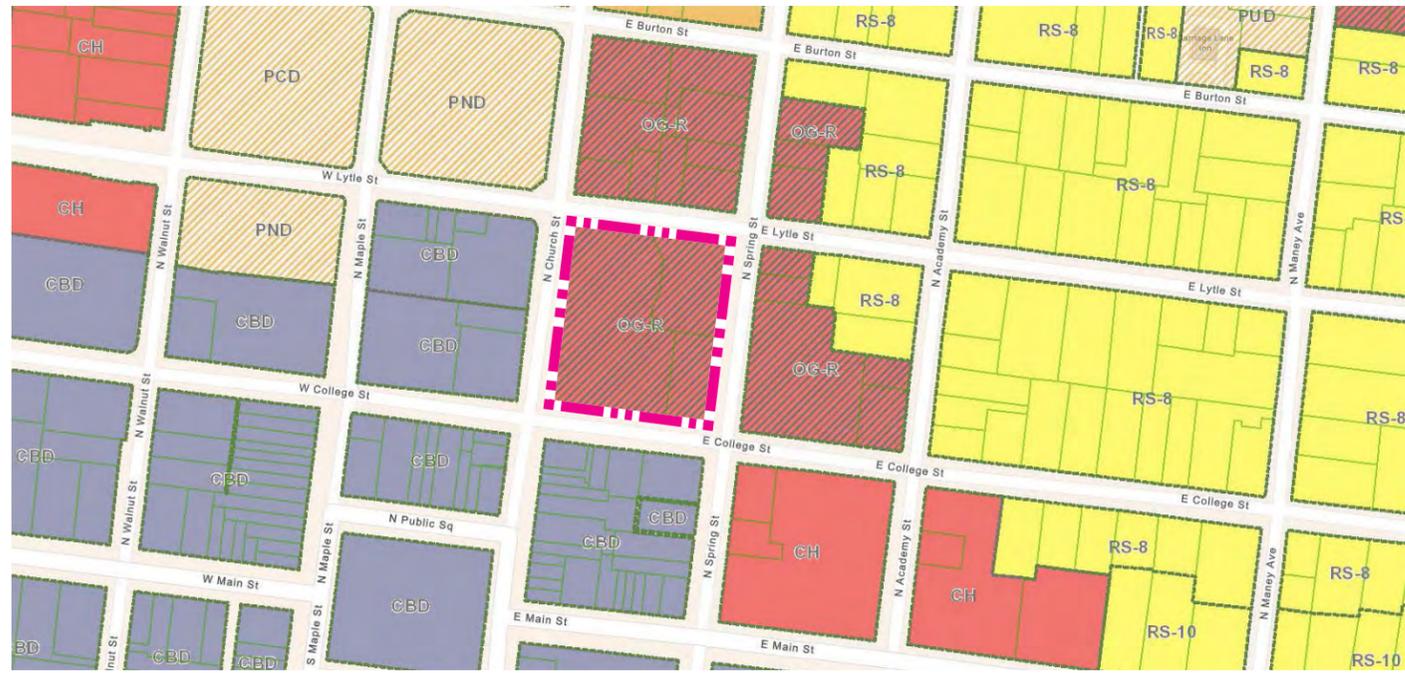
SUBDIVISION MAP

Not To Scale

- City of Murfreesboro and Mid South Bank
- Cavalry Banking
- Rutherford County Judicial Center
- First Presbyterian Church
- St. Paul's Episcopal Church
- Sims & Burger
- Coleman Property
- Wexford Condominium
- City Safe Sub
- Court Square BLDG



One East College is surrounded by a mixture of retail, restaurants, offices, and municipal properties. Directly east is the First Presbyterian Church, Jean Anne Roger OD office, and a boutique shop. Directly north on the other side of East Lytle Street is a mix of shops and services such as a salon and tattoo shop. West side of the property faces the rear of a retail cluster, a restaurant/bakery, and the Center of the Arts theater.



ZONING MAP

Not To Scale

- Residential Single-Family (RS-10)
- Residential Single-Family (RS-12)
- Central Business District (CBD)
- Commercial Highway (CH)
- General Office District- Residential (OG-R)
- Planned Institutional District (PND)
- Planned Unit District (PUD)
- Planned Commercaill District (PCD)



Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the east and north is zoned General Office District-Residential (OG-R). Areas directly south and west of the site are zoned Central Business District (CBD). The entire city block to the southeast is zoned commercial highway (CH), while the block to the northwest is zoned Planned Institutional District (PND). This site is also within the City Core Overlay District (CCO). The proposed PUD's mix of uses will be a seamless addition to the area and will unify and elevate the area into a more cohesive downtown element.



UTILITY MAP

Not To Scale

- WATER
- SEWER
- STORMWATER

ELECTRIC



Site Boundary



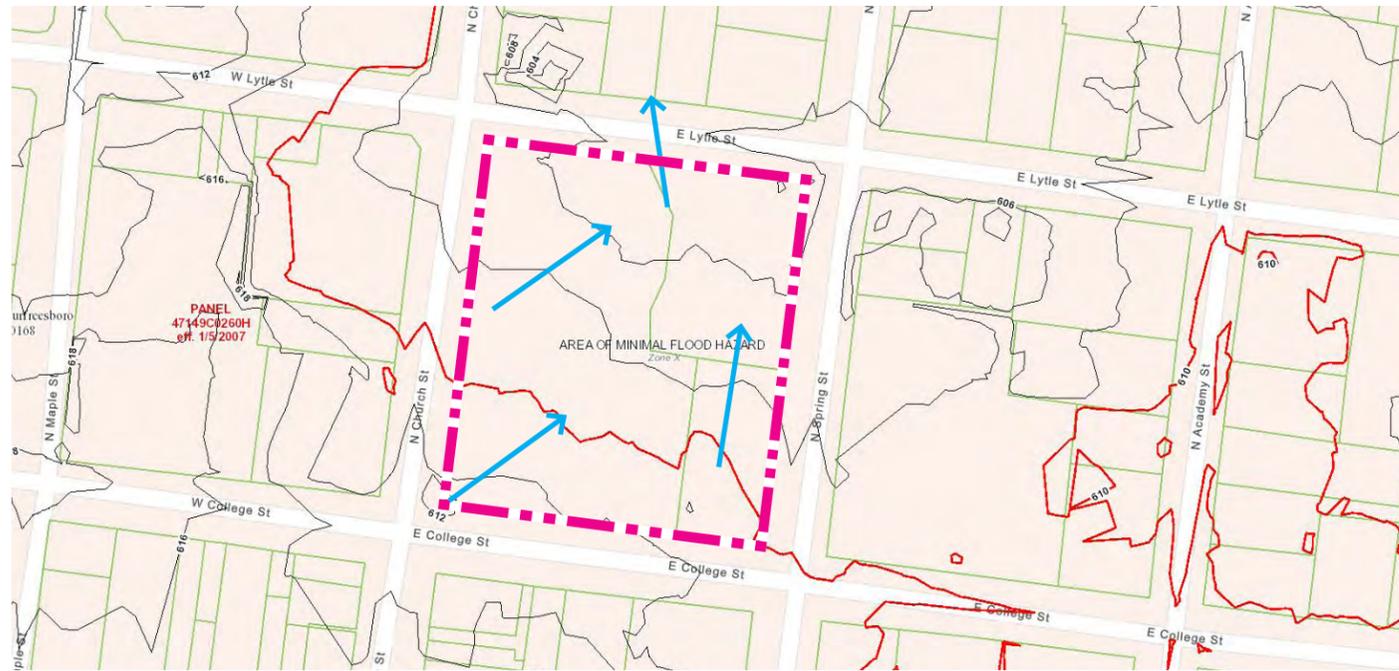
Water service will be provided by Murfreesboro Water Resource Department. There is existing 8-inch ductile iron and cast iron water lines along all sides of the development. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resource Department. Sanitary sewer service can connect to an existing 8-inch gravity sewer line along all sides of the development. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Electric service will be provided by Middle Tennessee Electric. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY MAP

Not To Scale

-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



Site Boundary

The topographic map above shows the site's topographic high point generally at the south western corner of the property. From this high point, the property drains towards the north and east. Stormwater that drains to the north, flows towards East Lytle Street. Stormwater drains currently capture water and the remaining flows to the surrounding street and into the curb and gutter system.

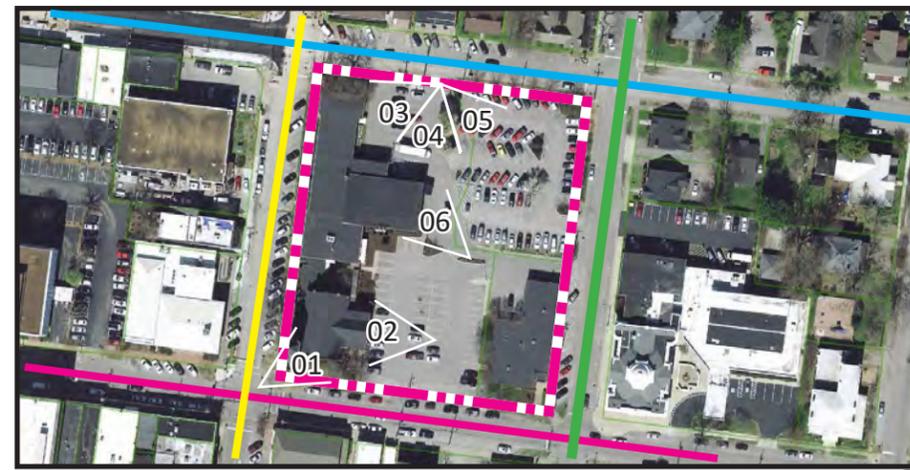


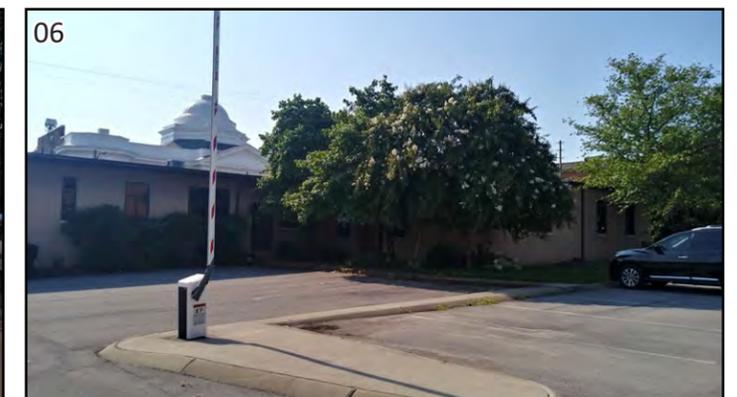
PHOTO DIRECTION MAP

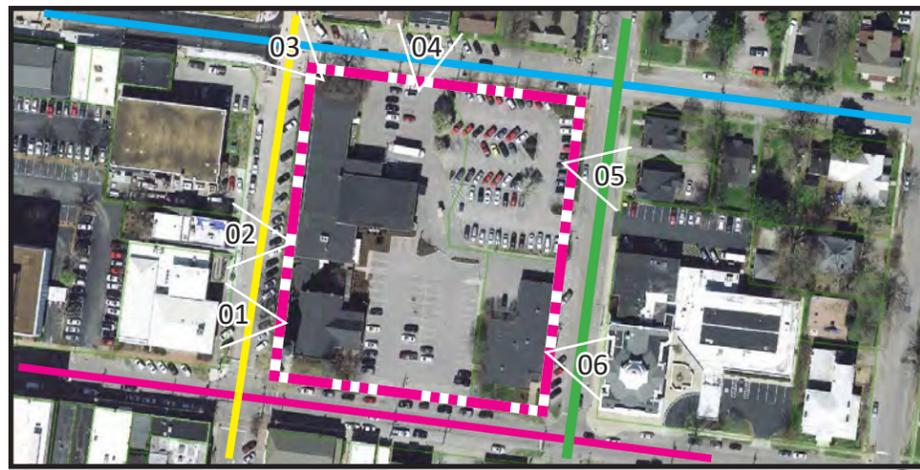
Not To Scale

-  East Lytle Street
-  East College Street
-  North Church Street
-  North Spring Street



Site



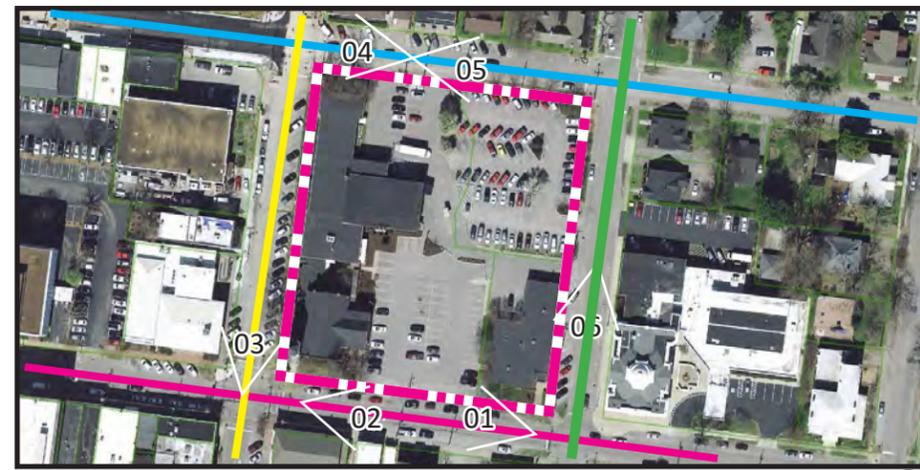


- █ East Lytle Street
- █ East College Street
- █ North Church Street
- █ North Spring Street



PHOTO DIRECTION MAP

Not To Scale

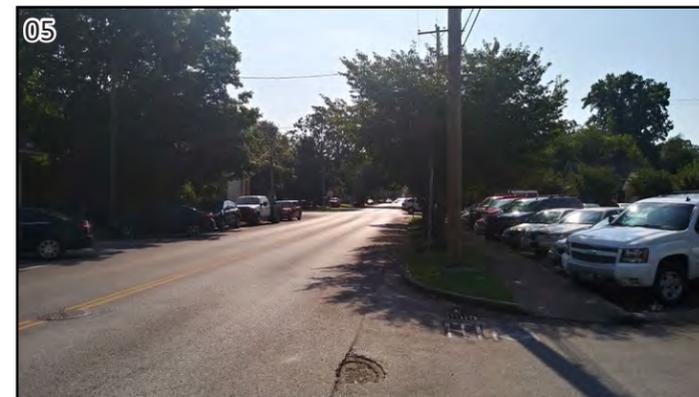
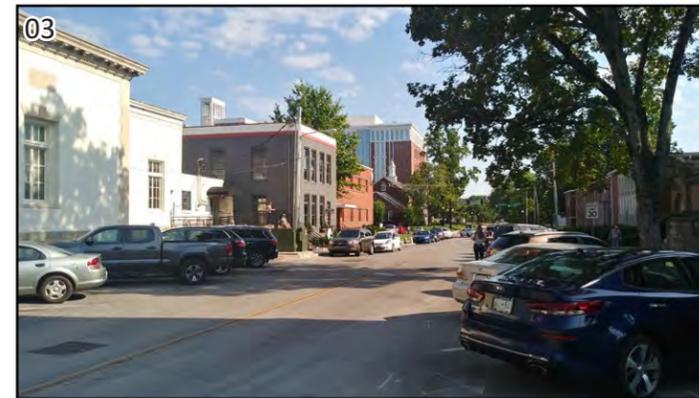


- █ East Lytle Street
- █ East College Street
- █ North Church Street
- █ North Spring Street



PHOTO DIRECTION MAP

Not To Scale





PROJECT DATA:

TOTAL LAND AREA:	2.42 ACRES
TOTAL RESIDENTIAL UNITS:	191 UNITS
DENSITY:	
191 RESIDENTIAL UNITS/2.42 AC =	78.93 UNITS/AC

NORTH CHURCH ST. & EAST LYTLE ST. BUILDING

1-FLOOR RETAIL/OFFICE	10,153 SF.*
3-FLOORS RESIDENTIAL	36,853 SF.*
TOTAL BUILDING AREA	47,006 SF.*

NORTH SPRING ST. & EAST LYTLE ST. BUILDING

4-FLOORS RESIDENTIAL	100,344 SF.*
TOTAL BUILDING AREA	100,344 SF.*

EAST COLLEGE STREET BUILDING

2-FLOOR OFFICE/RETAIL	30,592 SF.*
2-FLOORS RESIDENTIAL	31,874 SF.*
TOTAL BUILDING AREA	62,466 SF.*

PARKING GARAGE/CONDO BUILDING

8-FLOORS PARKING	174,488 SF.*
3-FLOORS RESIDENTIAL (ABOVE PARKING)	35,488 SF.*
POTENTIAL ROOF TOP RESTAURANT	+/-3,644 SF.*
TOTAL BUILDING AREA	213,620 SF.*
* (S.F. EXCLUDES VERTICAL CIRCULATION)	

BUILDING AREAS:

RESIDENTIAL BUILDING AREA	204,559 SF.
PARKING GARAGE AREA	174,488 SF.
OFFICE/RETAIL BUILDING AREA	40,745 SF.
POTENTIAL ROOF TOP RESTAURANT	+/-3,644 SF.*
EXISTING CHURCH/EVENT SPACE	5,300 SF.
TOTAL BUILDING AREA:	428,736 SF.

BUILDING HEIGHTS:

NORTH CHURCH ST. & EAST LYTLE ST. BUILDING
4 STORIES: UP TO 55'-6"

NORTH SPRING ST. & EAST LYTLE ST. BUILDING
4 STORIES: UP TO 55'-6"

EAST COLLEGE STREET BUILDING
4 STORIES: UP TO 68'-0"

PARKING GARAGE/CONDO BUILDING
11 STORIES UP TO 148'-0"(*)

(*) RESIDENTIAL BUILDING HEIGHT TAKEN FROM FINISHED FLOOR OF THE FIRST FLOOR OF THE STRUCTURE TO TOP OF STRUCTURE ON EAST LYTLE STREET.

PARKING REQUIREMENTS:

RESIDENTIAL UNITS	
20 STUDIO UNITS (1.0 / UNIT)	20 SPACES
79 1-BEDROOM UNITS (1.0 / UNIT)	79 SPACES
64 2-BEDROOM UNITS (2.0 / UNIT)	128 SPACES
163 DWELLING UNITS TOTAL	
RESIDENTIAL PARKING REQUIRED	227 SPACES

GARAGE/CONDO BUILDING	
28 1&2-BEDROOM UNITS (1.5 / UNIT)	42 SPACES

OFFICE/RETAIL BUILDING (NET) & EXISTING CHURCH BUILDING	
3-FLOORS = 36,423 SF (1 SPACE / 250 SF.)*	146 SPACES
CONDO ROOF TOP RESTAURANT =	
+/-3,644 SF (1 SPACE / 250 SF.)*	15 SPACES
EVENT/RESTAURANT SPACES =	
5,300 SF. (1 SPACE / 250 SF.)*	22 SPACES

SUB-TOTAL OFFICE/RETAIL & CHURCH	183 SPACES
25% SHARED PARKING REDUCTION =	- 46 SPACES**
PARKING REQUIRED	137 SPACES

ADDITIONAL SPACES FOR TIF AGREEMENT 150 SPACES****

PARKING REQUIRED:	
TOTAL PARKING REQUIRED =	602 SPACES
25% SHARED PARKING REDUCTION =	- 46 SPACES**
TOTAL PARKING REQUIRED FOR SITE:	556 SPACES

PARKING PROVIDED:	
ON-STREET SPACES =	56 SPACES
GARAGES SPACES (35% COMPACT) =	+490 SPACES*****

TOTAL PROVIDED = 546 SPACES***

* THE PARKING REQUIRED FOR THE RETAIL/OFFICE SPACE, CONDO BUILDING ROOF TOP RESTAURANT, AND EXISTING CHURCH BUILDING IS BASED ON THE FORMULA FOR A "NEIGHBORHOOD SHOPPING CENTER".

** THE 25% SHARED PARKING REDUCTION APPLIES ONLY TO THE "NEIGHBORHOOD SHOPPING CENTER" USES.

*** THERE WILL BE A MINIMUM 200 UNRESERVED PARKING SPACES THAT WILL BE OPEN TO THE PUBLIC AND NOT RESERVED FOR ANY PARTICULAR USE.

**** TIF PARKING WAS REQUIRED FOR PUBLIC PARKING IN GARAGE AS A PART OF THE PROJECT'S TIF AGREEMENT.

***** 35% OF THE PARKING SPACES WITHIN THE PARKING STRUCTURE ARE COMPACT SPACES 7'-6" WIDE. THE COMPACT SPACES WILL BE SPREAD OUT AMONG ALL FLOORS OF THE PARKING GARAGE. THE REMAINING PARKING SPACES ARE 8'-6" WIDE. BOTH THE 7'-6" COMPACT SPACES AND THE STANDARD 8'-6" PARKING SPACES ARE TYPICAL PARKING SPACE SIZES WITHIN PARKING GARAGES IN MANY MUNICIPALITIES.

GENERAL NOTES:

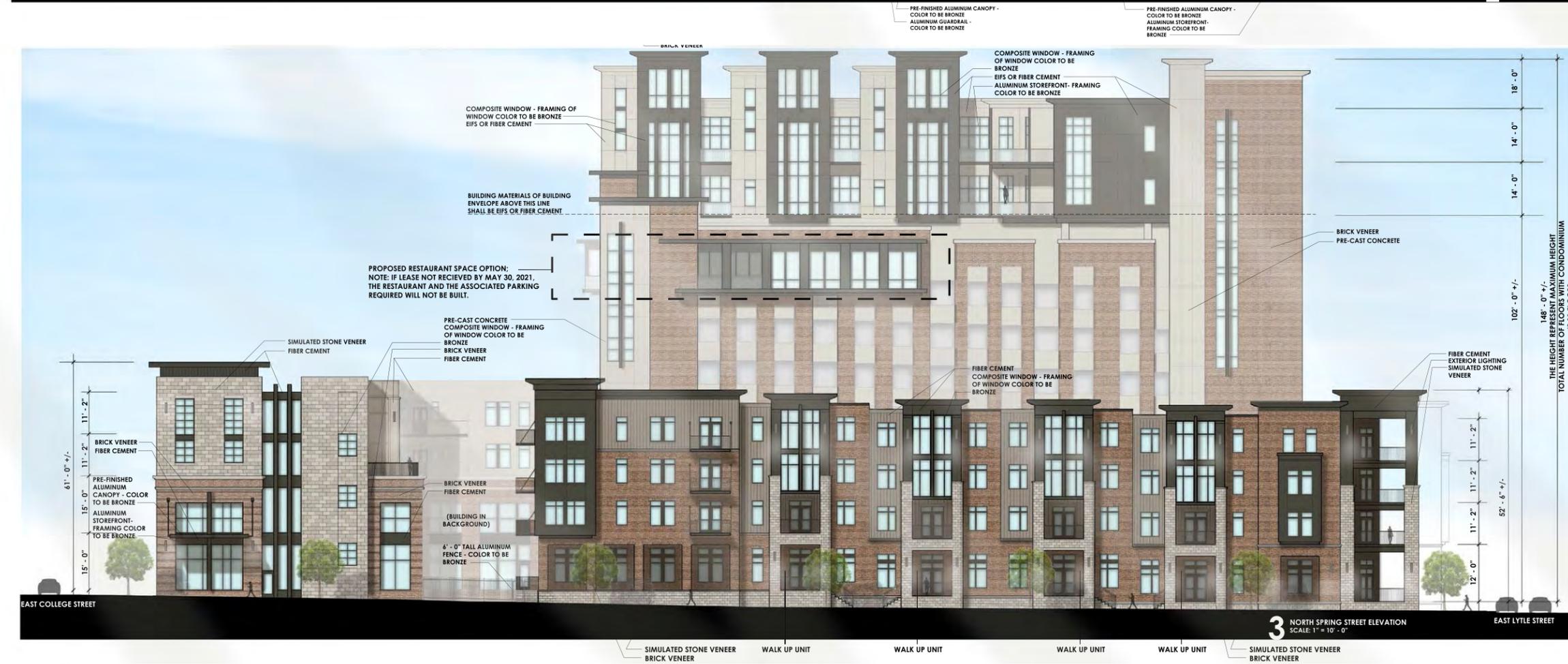
- 1) IF THE PROPOSED ROOF TOP RESTAURANT IS NOT BUILT, THE ASSOCIATED 8 PARKING SPACES FOR THE RESTAURANT SPACE WILL NOT BE BUILT.
- 2) ALL HANDICAP SPACES ARE PROVIDED WITHIN THE TOTAL PARKING PROVIDED. THEY ARE NOT AN ADDITION TO THE REQUIRED PARKING.

Proposed Streetscape Elevations:



*The elevations of the proposed buildings will vary across the development. The images above are meant to convey the general appearance and functionality of the proposed buildings.

Proposed Streetscape Elevations:



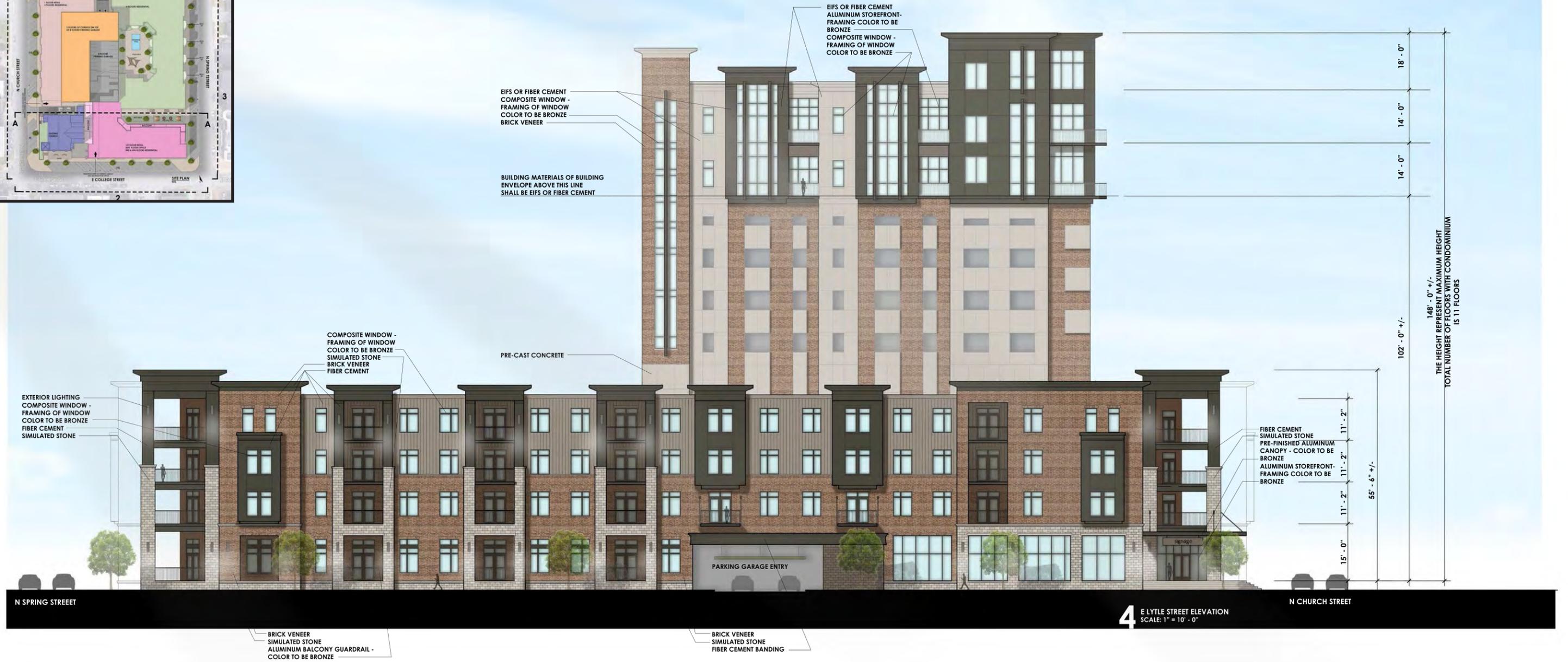
East College Street Building:

The design team has designed the building located at the corner of E College Street and N Spring Street to accommodate a future conversion from office and apartments to a Hotel and office/retail use, if the option arises. Due to the existing market conditions, many Hotel Operators and Developers have stopped development in areas similar to the One East College Development. In order to allow the mixed-use building to function as a future hotel, we have designed the building to accommodate a future hotel option. The bullets to the right, outline the items that have been designed into the buildings.

- The first floor is Retail / Office and the second floor of the building is open office. We have located a central lobby space adjacent to the parking structure on the first floor with vertical circulation to gain access to the upper levels. Adjacent to the central lobby, we have shell space that can be leased in the future to house front end hotel support space.
- The third and fourth floor apartment unit design is comprised of one bedroom and studio units only. This will allow these units to be easily converted to a hotel concept in the future.
- We have reserved parking located in front of the existing church building along E College Street to accommodate future drop off and pick up.
- We have designed the building to stand out as a separate structure from the remaining development and inserted a courtyard between the two structures to give this building an identifiable difference in architecture and fenestration.
- We have included a steel or concrete floor structure at the second floor separating the apartments from the office space that will also work for future fire separation requirements if the apartments are converted to Hotel rooms.

*The elevations of the proposed buildings will vary across the development. The images above are meant to convey the general appearance and functionality of the proposed buildings.

Proposed Streetscape Elevations:



*The elevations of the proposed buildings will vary across the development. The images above are meant to convey the general appearance and functionality of the proposed buildings.

Development Standards:

- 1 Existing Church Building
- 4 Proposed Buildings
 - North Church Street and East Lytle Street Building (4-Stories)
 - 1 Floor Retail/Office Space
 - 3 Floors of Residential
 - North Spring Street and East Lytle Street Building (4-Stories)
 - 4 Floors of Residential
 - East College Street Building (4-Stories)
 - 2 Floors Retail/Office
 - 2 Floors Residential
 - Residential Building on Top of Parking Garage (11-Stories)
 - Parking Garage (8-Stories)
 - Residential Condos (3-Stories over Parking Garage)
 - Potential Roof Top Restaurant
- Parking Garage will have an entrance along E. Lytle Street.
- Passenger drop off for optional Hotel will be along East College Street.
- Existing on-street parking to remain along three streets, with possible new on-street parking spaces.
- Continuation of Downtown streetscape program with decorative lighting and public sidewalks.
- Decorative streetlights will be coordinated with Middle Tennessee Electric (MTE).
- Sidewalks along all public streets.
- Project will be coordinated with City of Murfreesboro’s planned improvements.
- ADA accessible to main entries of the buildings.
- All utilities will be underground. Existing overhead will be taken underground by City of Murfreesboro with roadway improvements.
- All mechanical features to be screened with landscaping as permitted by utility providers.
- HVAC units to be located on top of buildings except for existing church.
- Foundation plantings will not be required along the base of all buildings to promote an urban core streetscape with sidewalks stretching from street curb to the base of buildings on this block.
- Any future paid parking to be coordinated with the City of Murfreesboro.

Residential Amenities

- Private courtyard pool and sun deck.
- Fitness Center.
- Roof Top Plaza for Condo Units.
- Gated Dog Park in the gated courtyard.
- The Owners Association will set and enforce guidelines for the hours of operation of the Dog Park.
- Outdoor grilling and seating areas in the private courtyard.
- 30 public bicycle parking stalls.

Architectural Characteristics:

- Articulation of building plains to create varied facades along exteriors of the buildings.
- Mixture of building materials to accentuate different elements along the building exteriors.
- Project and tenant signage attached to the exterior facades to provide maximum visibility to the overall development, but also for promoting individual tenants in the buildings.
- Signage will be designed to City of Murfreesboro signage guidelines.
- Residential dwellings shall be part of and managed by a third party HOA.
- The property shall consist of a Horizontal Property Regime.

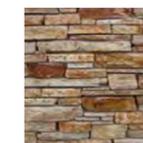
Allowable Uses
DWELLINGS
Single-Family
OTHER HOUSING
Accessory Dwelling Unit
Bed-and-Breakfast Homestay
Bed-and-Breakfast Inn
Emergency Shelter
Hotel
INSTITUTIONS
Church
Lodge, Club, Country Club
Park
Philanthropic Institution
Public Building
AGRICULTURAL USES
Farm Labor and Management Services
COMMERCIAL
Antique Shop <3,000 sq. ft.
Apothecaries (pharmaceuticals only)
Art or Photo Studio or Gallery
Bakery, Retail
Bank, Branch Office
Bank, Drive-Up Electronic Teller

Bank, Main Office
Barber or Beauty Shop
Beer, Packaged
Book or Card Shop
Business School
Business and Communication Service
Catering Establishment
Clothing Store
Coffee, Food, or Beverage Kiosk
Convenience Sales and Service, maximum 5,000 sq. ft. floor area
Delicatessen
Dry Cleaning
Dry Cleaning Pick-Up Station
Financial Service - Excluding Cash Advance Buisness
Flower or Plant Store
Garage, Parking
Garden and Lawn Supplies
Glass--Stained and Leaded
Grocery Store
Group Assembly, <250 persons
Health Club
Ice Retail
Interior Decorator
Janitorial Service

Karate, Instruction
Keys, Locksmith
Liquor Store
Offices
Optical Dispensaries
Personal Service Establishment
Pet Shops
Pharmacies
Photo Finishing
Reducing and Weight Control Service
Restaurant and Carry-Out Restaurant
Restaurant, Specialty
Restaurant, Specialty -Limited
Retail Shop, other than enumerated elsewhere
Specialty Shop
Tavern
Video Rental
Wholesaling
INDUSTRIAL
Printing and Publishing
PUBLIC SERVICES
Police Presinct
TRANSPORTATION AND PUBLIC UTILITIES
Post Office or Postal Facility
Telephone or Communication Services



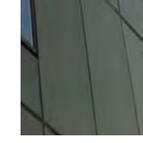
Example of Brick
(Different colors will be allowed)



Example of Stone Veneer
(Different colors, cuts, patterns will be allowed)



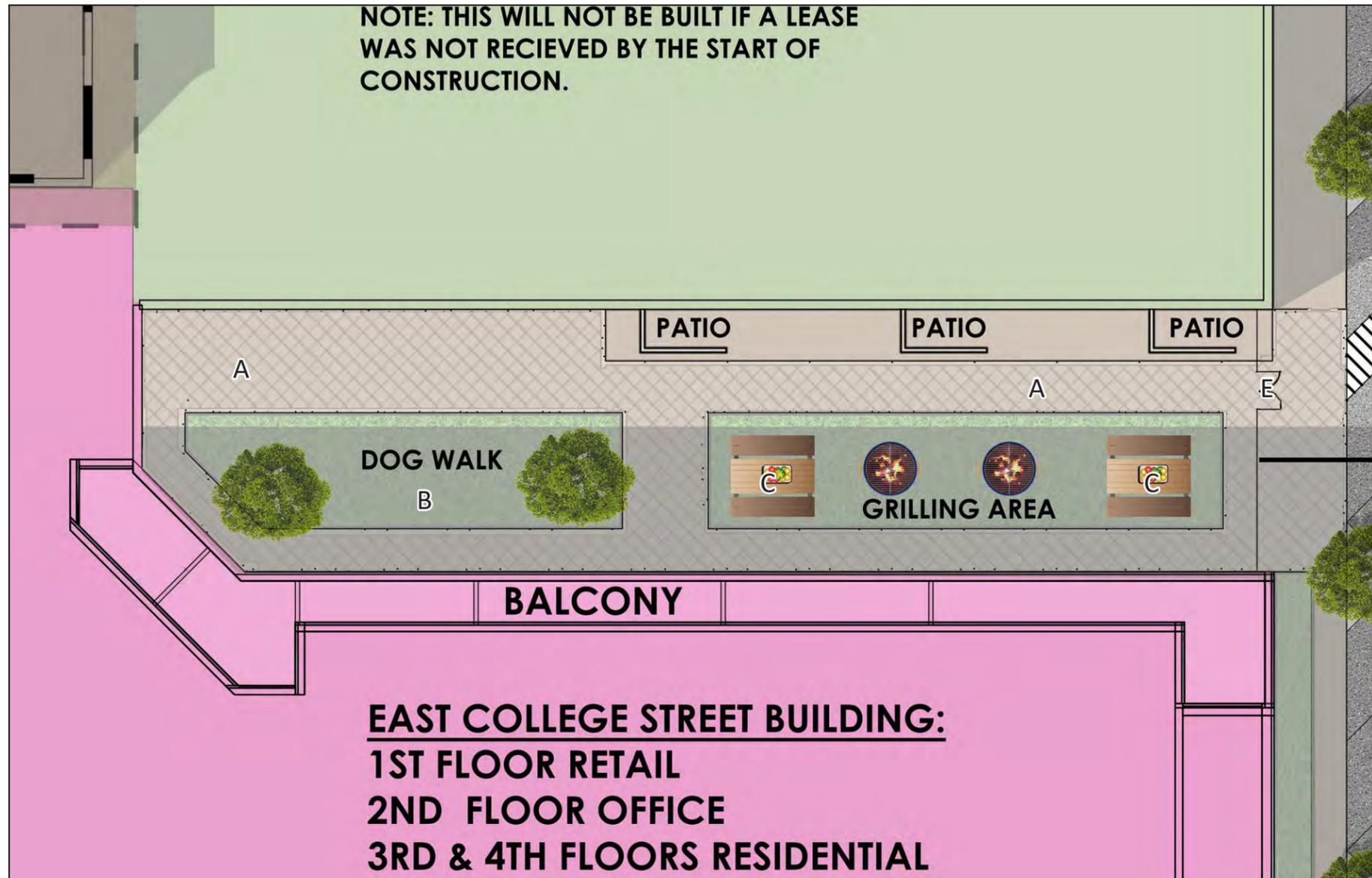
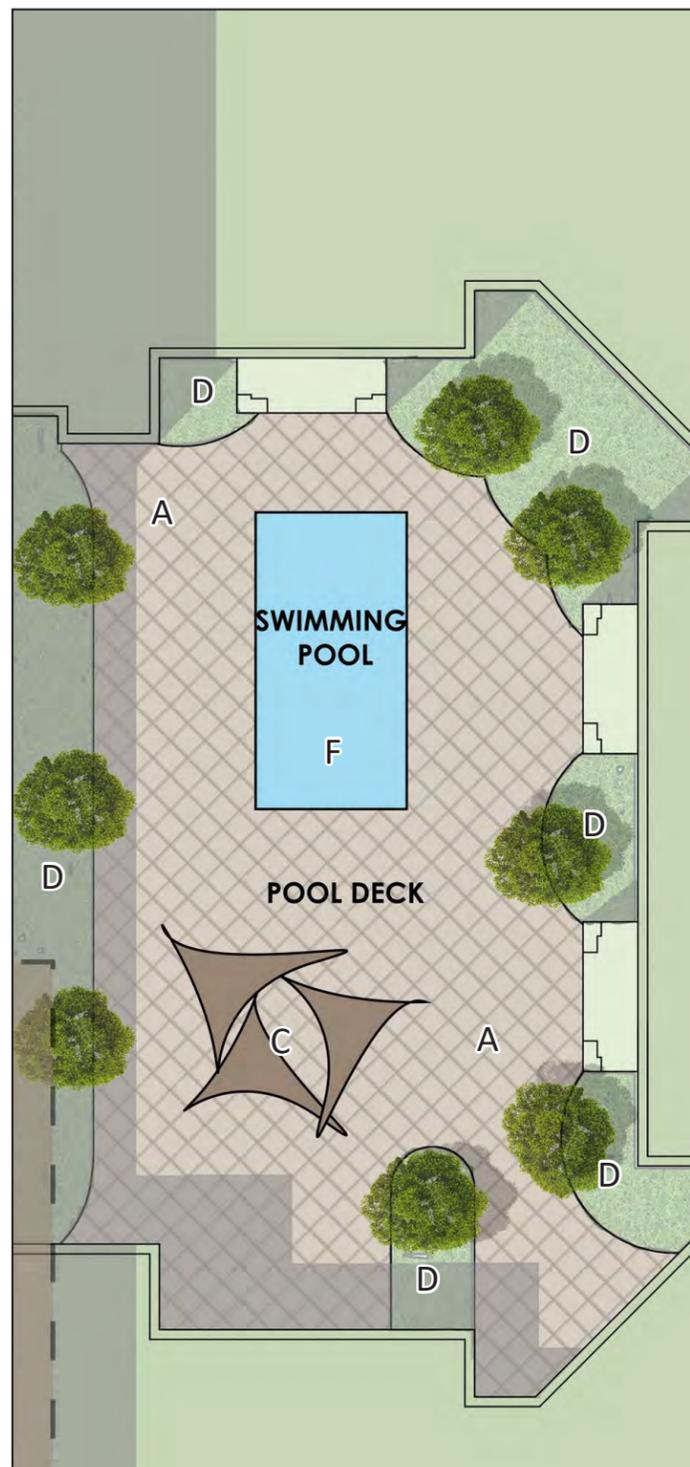
Example of Glass
(Different colors will be allowed)



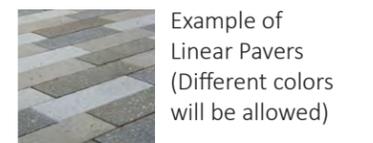
Example of Fiber Cement Panel
(Different colors will be allowed)



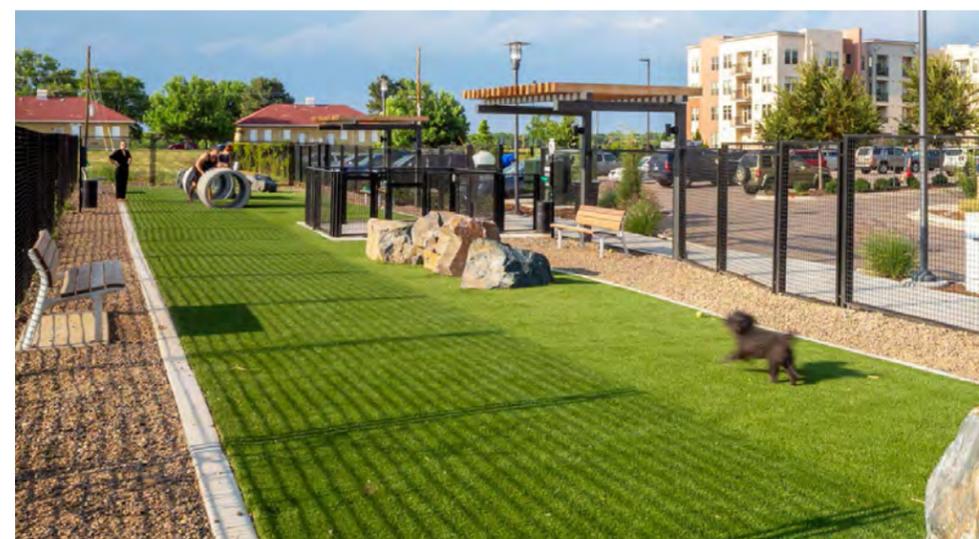
Example of EIFS
(Different colors will be allowed)



- A Accent Hardscape
- B Dog Park-Gated
- C Outdoor Seating
- D Accent Green Space
- E Gated Access
- F Private Pool and Sun Deck



With this request, One East College will be enhancing the lifestyle of its residents by providing a variety of amenities. The development will be providing a private courtyard pool with a sun deck and shade structure. Also, there will be a private gated courtyard that will provide residents with an outdoor activity area. This private courtyard will be located between the 4-story buildings along N. Spring Street. Within this private courtyard, there will be a gated pet park and outdoor grilling stations and seating areas. A roof top plaza will be available to the condo units on the upper 3-floors of the parking garage/condo building.



Example of Dog Park



Example of Pool Area

LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(B)

- (A) Ulmus parvifolia 'Emer II' / 'Emer II' Alle Elm
- (B) Zelkova serrata 'Green Vase' / Sawleaf Zelkova
- (C) Buxus x 'Green Mountain' / Boxwood
- (D) Prunus laurocerasus 'Otto Luyken' / Luykens Laurel
- (E) Lagerstroemia indica 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass
- (G) Liriope spicata 'Silver Dragon' / Creeping Lily Turf
- (H) Setcreasea pallida 'Purple Heart' / Purple Heart Setcreasea
- (I) Iberis sempervirens 'Little Gem' / Little Gem Candytuft
- (J) Liriope muscari 'Variegata' / Variegated Lily Turf
- (K) Tree form bamboo
- (L) London Plain Tree / Plantanus acerfolia
- (N) Viburnum x pragense / Prague Viburnum
- (O) Prunus laurocerasus 'Schipkaensis' / Schipka Laurel

LANDSCAPE MATERIALS SAMPLES: EVERGREEN SHRUBS



(N)



(O)

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



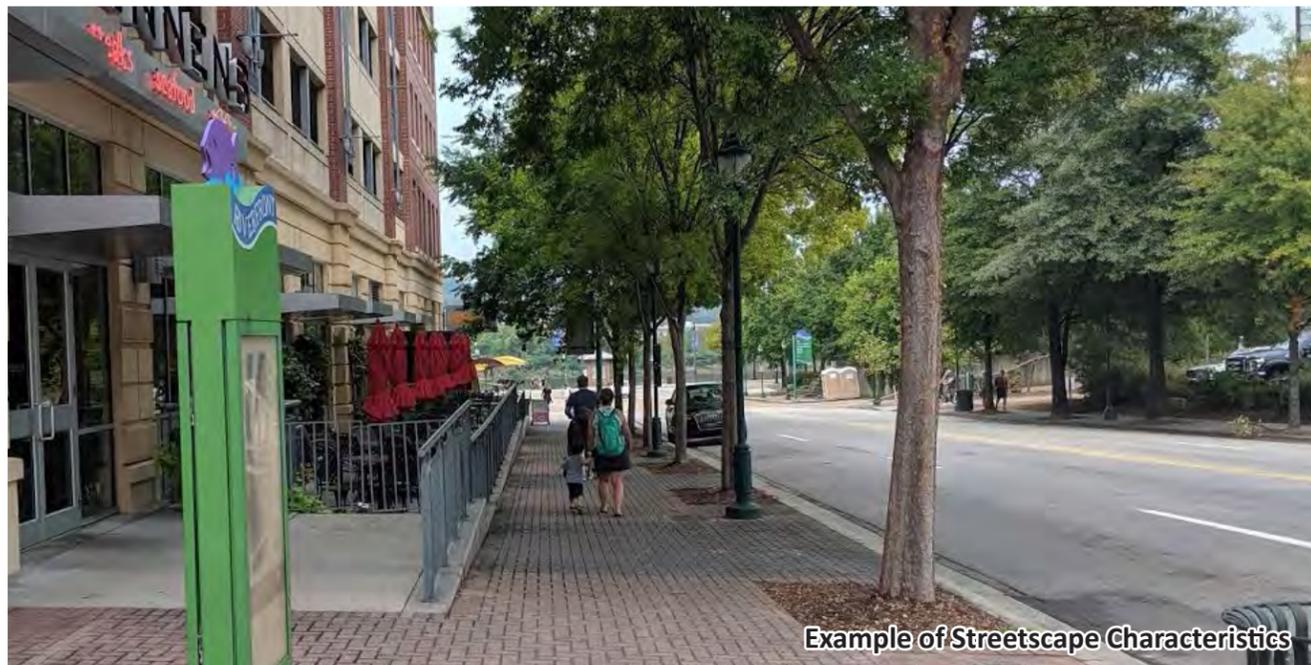
(H)



(I)



(J)



Example of Streetscape Characteristics



Example of Outdoor Grilling and Seating Area in the Private Courtyard

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, shoppers, employees, and guests, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample plant palette provided.

Landscaping Characteristics:

- The landscape concept for this area will follow an urban setting to complement the buildings and create a softer design.
- Street trees in sidewalk areas shall be constructed within tree planters.
- Because of the scope of the project certain landscape elements will not be included. Perimeter trees, landscape perimeter yards, and building foundation plantings will be restricted due to design constraints. Street trees will be planted where applicable.
- The interior court yard will have some plantings but will be limited due to the solar orientation.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit is given on Page 5 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits are shown on Page 6 that shows the existing contours and drainage patterns along with an aerial photograph of the area.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on Page 4 gives the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 5 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The Page 8 lists standards and exhibits showing the concept plan which shows each of these items.

5.) A circulation diagram indicating the proposed principal movement of vehicles, bicycles, goods, and pedestrians with the development to and from existing thoroughfares.

Response: Page 8 denotes the vehicular and pedestrian areas.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PUD.

TOTAL SITE AREA	105,415 s.f.
TOTAL MAXIMUM FLOOR AREA	254,248 s.f.
TOTAL LOT AREA	105,415 s.f.
TOTAL BUILDING COVERAGE	77,623 s.f.
TOTAL DRIVE/ PARKING AREA	176,346 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	-70,931 s.f.
TOTAL OPEN SPACE	25,934 s.f.
FLOOR AREA RATIO (F.A.R.)	2.41
LIVABILITY SPACE RATIO (L.S.R.)	-1.41
OPEN SPACE RATIO (O.S.R.)	0.26

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged, and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned PUD in the CCO. The surrounding area has a mixture of residential, commercial, and office properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding area and are envisioned to complement the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin.

Response: The project is anticipated to be developed in five phases.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 14.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions with this PUD.

- 1.) Requesting an exception to permit 7'-6" compact parking spaces within the parking garage. These compact spaces are typical in parking garages in many municipalities and are fully functional parking spaces in many public parking garages.

SETBACKS	CBD	PUD	CCO	DIFFERENCE From CCO
Front Setback	0'	0'	<20' from property-line, not in ROW	0'
Side Setback	0'	0'	10'	-10'
Rear Setback	0'	0'	20'	-20'
Maximum Building Height	75'	148'	75'	+73'

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article.

Response: This property is not in the Gateway Design Overlay District, Historic District (H-1), or Planned Signage Overlay District (PS). This site is not found within any floodway or floodplain as per FEMA panel 47149C0260H. This site is located within the City Core Overlay District (CCO)

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Page 4 discusses the Major Thoroughfare Plan. No roadways are slated for improvements near this development.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is One East College LLC, contact info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Pages 9-12 shows the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built. On-site lighting will comply with City Ordinance, but any building lighting along R.O.W. will be exempt.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Development and tenant signs will be attached to each of the proposed buildings.

Previously Approved Site Plan



Proposed Amendment to Site Plan



Difference Between Previously Approved Site Plan and Proposed Amended Site Pan

	Original PUD	Proposed PUD	Difference
Residential Units (#)	156	191	+35
Residential Floor Area (s.f.)	185,634	204,559	+18,925
Hotel Rooms (#)	110	0	-110
Hotel (s.f.)	54,273	0	-54,273
Potential Conversion of Residential to Hotel (#)	0	36	+36
On-Street Parking Spaces (#)	45	56	+11
Parking Garage (# of Spaces)	582	490	-92
Parking Garage (s.f.)	185,307	174,488	-10,819
Retail/Office Space (s.f.)	56,215	40,703	-15,512
Existing Church Building (s.f.)	5,300	5,300	0
Police Precinct (s.f.)	400	400	0
Potential Rooftop Restaurant (s.f.)	0	3,644+/-	3,644+/-
Total Building Area (s.f.)	486,792	428,736	-58,056
Maximum Allowed Height (Stories)	12.5	11	-1.5
Maximum Allowed Height (feet)	145	148	+3
Amenities	Roof top Terrace, Clubhouse, Fitness Center, Dog Park, bicycle Stalls, Promenade	Rooftop plaza for condos located on top of parking structure, pool, sun-deck, grilling area, fitness room, dog park, bicycle parking spaces	

Previously Approved Street Elevation at East College Street



Proposed Amendment of Street Elevation at East College Street



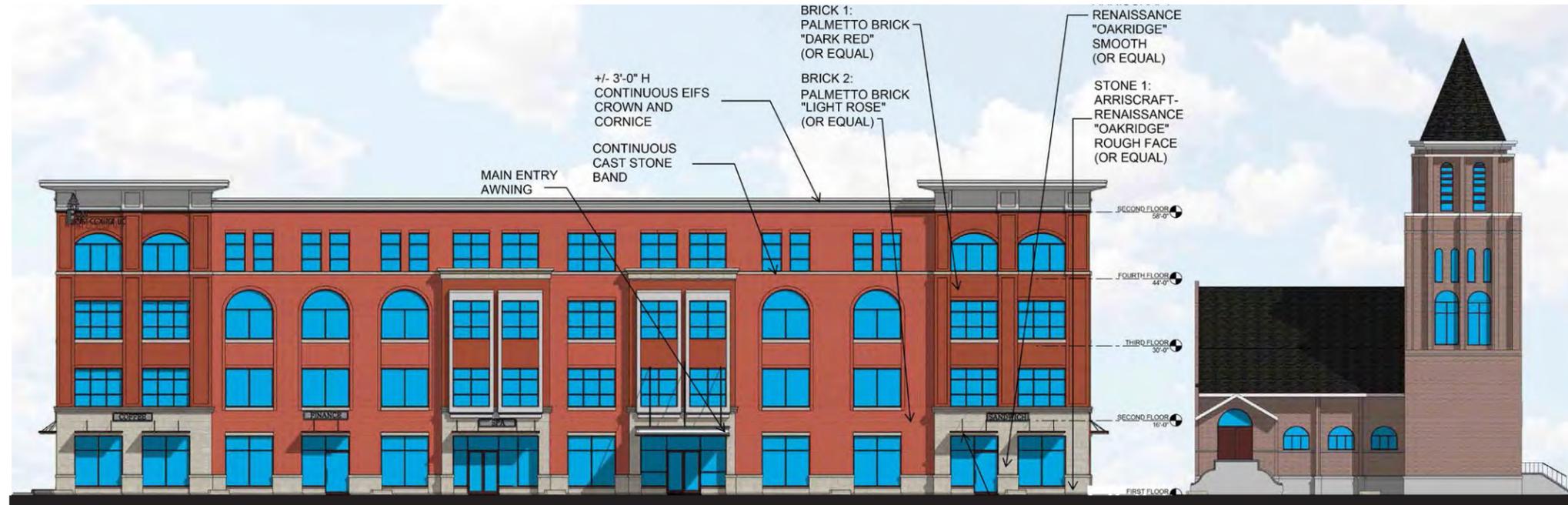
Previously Approved Street Elevation at North Spring Street



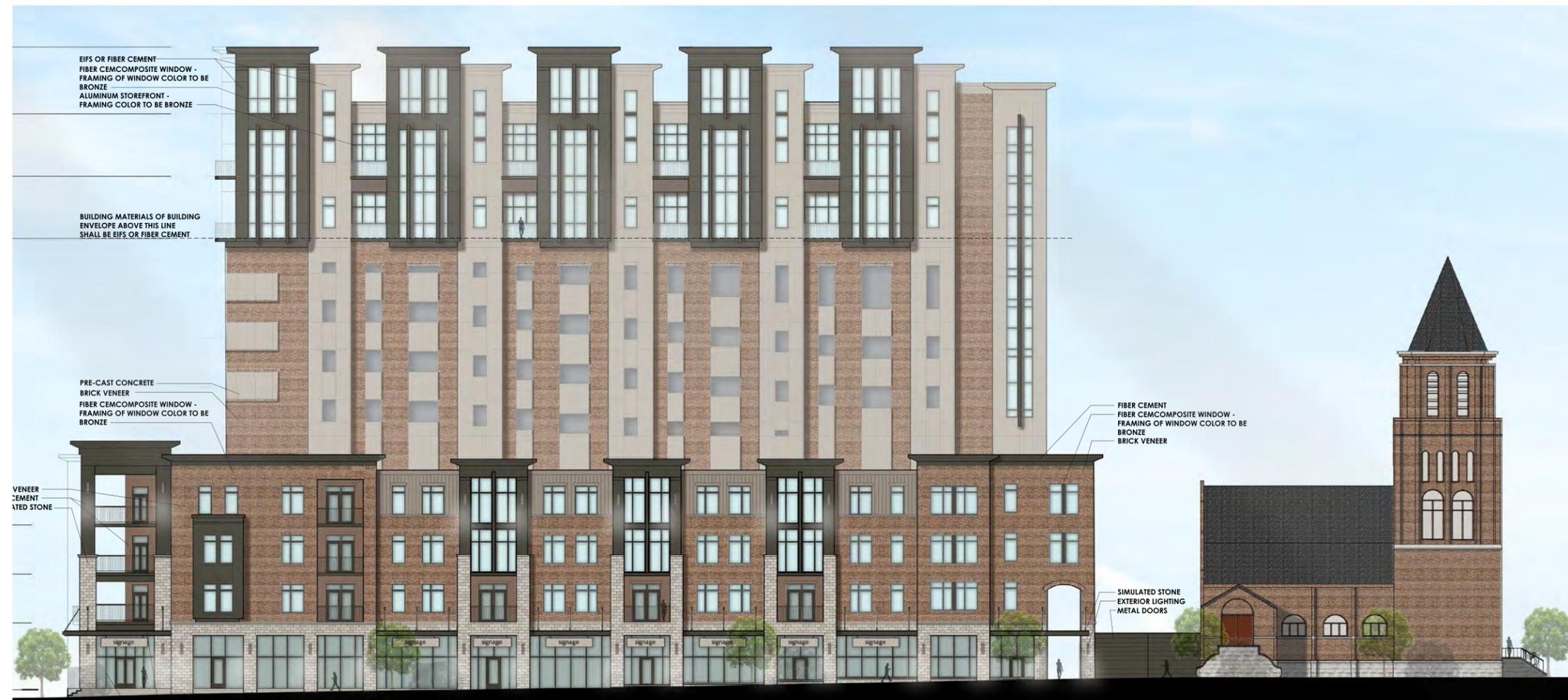
Proposed Amendment of Street Elevation at North Spring Street



Previously Approved Street Elevation at North Church Street



Proposed Amendment of Street Elevation at North Church Street



Previously Approved Street Elevation at East Lytle Street



Proposed Amendment of Street Elevation at East Lytle Street



MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

6:00 P.M.

COUNCIL CHAMBERS

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Warren Russell
Chase Salas
Shawn Wright
Rick LaLance

STAFF PRESENT

Greg McKnight, Planning Director
Margaret Ann Green, Principal Planner
Amelia Kerr, Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev't Services Executive Dir.

Chair Kathy Jones called the meeting to order after determining there was a quorum.

Chair Jones requested for a motion to approve the minutes of the March 3, 2021 Planning Commission meeting.

Vice-Chairman Ken Halliburton made a motion to approve the March 3, 2021 minutes, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Public Hearings

Zoning application [2021-402] for approximately 0.66 acres located along Lee Street to be rezoned from CM-R and CCO to PRD (Lee Street Towns PRD) and CCO, Lee Street Partnership applicant. Ms. Amelia Kerr made known the applicant is requesting to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of a 17-unit townhouse development (Lee Street Towns PRD). The proposed gross density would be 10.6 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning. Ms. Kerr summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet.

Ms. Kerr explained the following exceptions to the standard RS-A, Type 3 zoning regulations with CCO are proposed:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

Chair Kathy Jones opened the public hearing. There being no one to speak for or against the request, Chair Jones closed the public hearing.

Vice-Chairman 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 with one abstention (Mr. Rick LaLance).

Zoning application [2021-404] to amend the One East College PUD zoning for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street, 705 4th Avenue South Holding Company, LLC applicant.

Ms. Amelia Kerr began by stating the applicant, 705 4th Avenue South Holding Company, is requesting to amend the One East College PUD, located in the 100 block of East College Street and North Spring Street, to allow modifications of the site and building design and uses. The property is approximately 2.42 acres and is developed with the former First United Methodist Church/Franklin Synergy Bank. The One East College PUD was originally approved on May 21, 2020. The applicant is requesting an amendment to the PUD to modify building uses, exterior materials and design of the buildings, parking, amenities, and siting of the structures. The building setbacks will remain the same. Continuing, Ms. Kerr summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet. Also, the applicant has proposed in the amendment a 2,640 square-foot space for a roof-top restaurant/bar located at the 8th floor of the parking garage. In order to include the restaurant component into the project a lease must be completed by May 30, 2021. The total building area is 427,732 square-feet.

The following exceptions to the standard zoning regulations being proposed:

1. 35% of the required 490 garage parking spaces to be 7'6" wide compact spaces and the remainder to be 8'6" wide as opposed to the 9' wide spaces required by the Zoning Ordinance;

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

2. Maximum building height to be 148' instead of the maximum overall height in the CBD of 75'.

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

- 1) the proposed land uses will be compatible with the surrounding land uses;
- 2) compact, dense development is desirable in and around downtown and promotes walkability;
- 3) the proposed development will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area; and
- 4) the zoning plan is generally consistent with the recommendations of the Murfreesboro 2035 Comprehensive Plan and the North Highland Avenue Planning Study.

Mr. Matt Taylor of SEC (Civil Engineer), Mr. Bart Kline (Architect), Mr. John Harney (Parks Group), and Mr. Brian Davis (developer) were in attendance representing the application. Mr. Taylor came forward to begin a PowerPoint presentation from the applicant's pattern book. He made known that page 16 provides a summary of the revisions. The primary change has been taking out the hotel with this amendment. However, they have preserved and designed the internal portion of the building that fronts College Street to be converted to a hotel if that opportunity arises in the future. In addition, they have added amenities for a rooftop restaurant, additional street parking, a pool, sundeck and repurposing the existing church.

Chair Kathy Jones opened the public hearing.

1. **Mr. Keith Beckman, 120 E College Street** – requested during the construction that there be road access available for his pharmacy. He would like to be able to continue working as usual free from interruption.
2. **Ms. Andrea Loughry, 126 S. Maple Street** – requested for the exterior façade of the building that details be added to the architecture especially for the limestone arches. The improvements should blend with the motif of the existing church.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

Chair Kathy Jones closed the public hearing.

Vice-Chairman Ken Halliburton wanted to make certain construction would be addressed so it would not negatively impact local business owners. Mr. Matt Taylor explained they have made a commitment that roads be kept closed to a minimum length of time. He said that they would be coordinating with the City Street Division and Transportation Department, the neighbors, and the community while working in the downtown area. Vice-Chairman Ken Halliburton commented that no business access should be eliminated especially a drive-thru and parking. Mr. Taylor answered that utility work would be done at night.

Mr. Bart Kline came forward to address Ms. Loughry's concerns regarding the exterior façade. He explained they have been very sensitive with their design and the church. The motif and design are not completely finished with the arches which is part of the main elevation. They would be making improvements in the details.

Chair Kathy Jones commented how this proposal has improved each time it has been presented and continues becoming a better project. Vice-Chairman Ken Halliburton wanted to know if the restaurant use is not leased by May 30, 2021, what would happen to the restaurant. Mr. Taylor stated they would need to know after this proposal was reviewed/approved by City Council. They plan to begin construction in mid-June. They do have a strong candidate for the restaurant use.

Mr. Rick LaLance asked if it was realistic that improvements could be made to the exterior of the building. Mr. Kline came forward stating they know the condo unit area needs improvement.

Vice-Chairman Ken Halliburton made a motion to approve subject to improvements to the exterior arches of the building, work with downtown businesses during construction, and all other staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

ORDINANCE 21-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 amend the conditions applicable to approximately 2.42 acres in the Planned Unit Development (PUD) District (One East College PUD) located along East College Street, North Spring Street, East Lytle Street, and North Church Street as indicated on the attached map, 705 4th Avenue South Holding Company, LLC, applicant [2021-404].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of modifying the proposed uses, layout, and architecture.

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

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

Passed:

1st reading _____
2nd reading _____

Shane McFarland, Mayor

ATTEST:

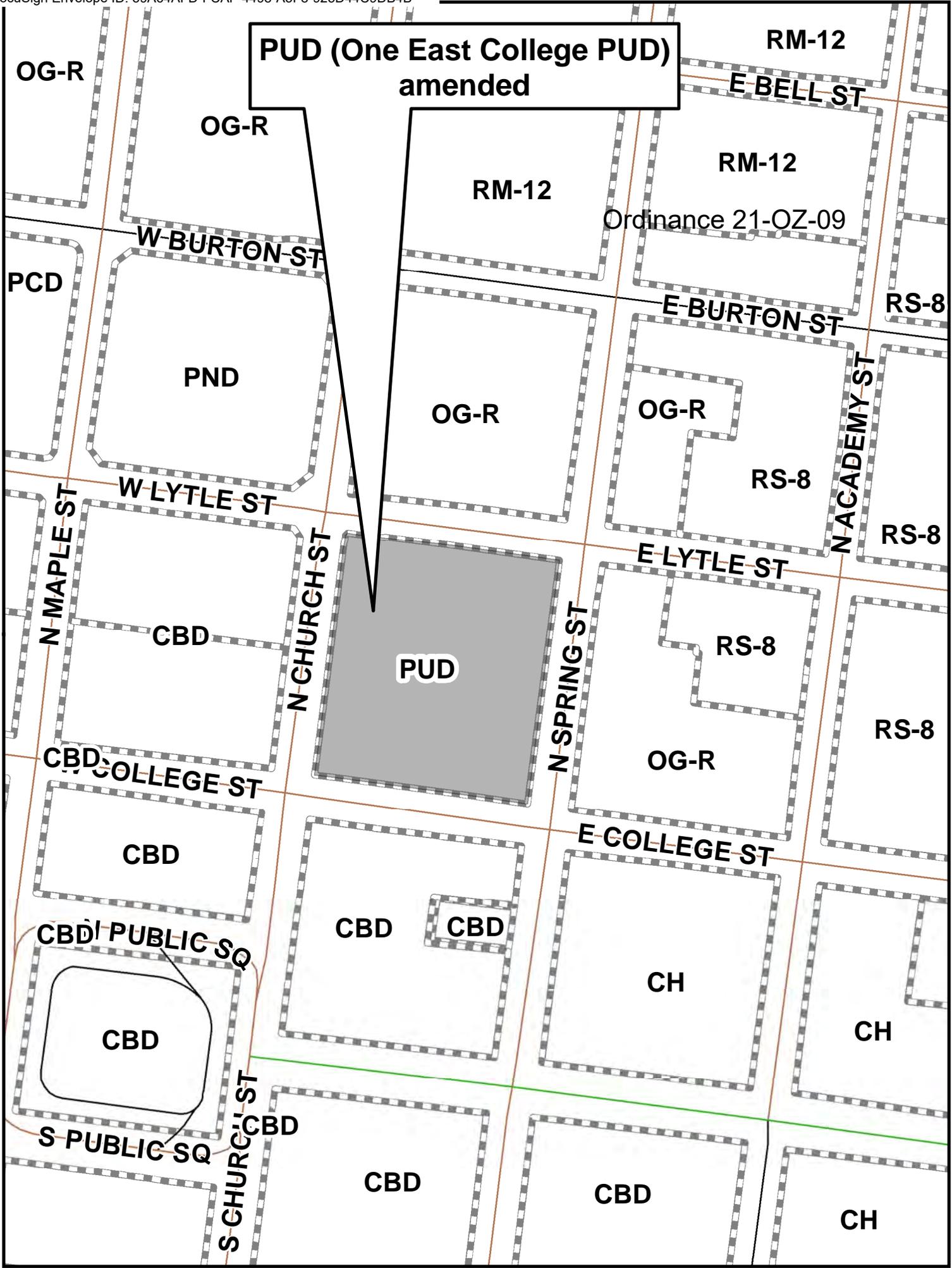
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Rezoning property along Burnt Knob Road
[Public Hearing Required]

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 116.7 acres located along Burnt Knob Road west of Blackman Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

City Administration presented a zoning application [2021-405] for approximately 116.7 acres located along the south side of Burnt Knob Road west of Blackman Road to be zoned GDO-3 (Gateway Design Overlay District 3) and approximately 101.7 acres of the same parcel to be rezoned from P (Park District) to CH (Highway Commercial District). During its regular meeting on April 7, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will allow the property to develop with commercial uses, including employment generating uses.

Establish Strong City Brand

The GDO-3 overlay will ensure a high quality of development for businesses, residents, and visitors.

Attachments:

1. Ordinance 21-OZ-10
2. Maps of the area
3. Planning Commission staff comments and minutes from 04/07/2021 meeting
4. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 7, 2021**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 4.c. Zoning application [2021-405] for approximately 116.7 acres located along Veterans Parkway, south of Burnt Knob Road, west of Blackman Road and north of Vaughn Road to be zoned to GDO-3 and for 101.7 acres to be rezoned from P to CH, City Administration Department applicant.**

The subject property is located along Veterans Parkway, south of Burnt Knob Road, west of Blackman Road and north of Vaughn Road (Tax Map 078 Group 032.00). The subject area consists of one tract of land zoned P (Park District). The City of Murfreesboro owns the property, which was annexed and zoned Park District in 2017.

Adjacent Land Use and Zoning

The subject area is mostly surrounded with developed, exurban and suburban residential lots located within the unincorporated areas of Rutherford County. The southeastern border of the study area runs along Vaughn Road and I-840; the I-840 interchange with Veterans Parkway is to the southwest. The study area encompasses on three sides a single-family residence- 2415 Blackman Road. Shelton Square PRD is a developing, single-family subdivision to the northeast. The Rogers Group rock quarry is located along Burnt Knob Road to the west.

West Park

The subject property was annexed and zoned Park District (P) in 2017 in support of our community's need to have available a park on the western side of Murfreesboro. The Murfreesboro City Council contracted Kimley-Horn to develop a master plan for a 123-acre *West Park*. On February 23, 2017, the Murfreesboro City Council and Murfreesboro Parks and Recreation Commission held a joint meeting to review conceptual designs for the West Park. Kimley-Horn presented three conceptual designs that were generated based on needs determined by extensive public input and an internal needs assessment. After the joint meeting, it was determined that staff would meet with the Murfreesboro Parks and Recreation Commission for further comments and return to the City Council with a recommendation. After the March 1, 2017, Murfreesboro Parks and Recreation Commission meeting, staff worked with Kimley-Horn to consolidate comments and develop a fourth conceptual design. This design was then brought to the Council for discussion in a workshop on March 23, 2017. During that workshop, the consensus was discussed in moving forward with the final conceptual plan that reflects the desires of both the Murfreesboro City Council and the Murfreesboro Parks and Recreation Commission. On April 13, 2017, the City Council approved the fourth conceptual design.

Since that time, the City Council and City Administration Department's vision for this area has changed in part due to its proximity to the I-840 interchange. As proposed in this application, the City is reserving 15 acres to remain zoned P (Park). According to Mr. Sam Huddleston, the city is allocating space for a community park of 15 to 20 acres near the intersection of Burnt Knob and Blackman. The plan is for park amenities similar to a greenway trail head such as a pavilion, playground, open space, and rest rooms. He also anticipates a walking trail will be incorporated in the overall development plan which can serve the community park and the users of the office park area. A specific timeframe on the park has not been identified but will likely be tied to infrastructure construction to serve the larger tract. No specific information is available for a separate park location on the west side of I-24.

Public Rights-of-way/ Transportation network

The City of Murfreesboro has street improvement plans for Burnt Knob Road, including the intersection with Blackman to Veterans, although no specific timeframe has been identified for the improvements. Staff anticipates that timing will be in relation to the level of development on the subject property. Signalized intersections are anticipated at Blackman and Burnt Knob, along Burnt Knob at City property access, at Veterans Parkway and Burnt Knob Road, and a Veterans Parkway. Timing will be determined by when other road improvements are initiated or at a later date when warrants are met if that threshold level is not met at construction.

According to Public Infrastructure Department, TDoT is working on a plan to signalize interchange ramps at Veterans Parkway..

Proposed CH Zoning

The City's representatives submitted an application to rezone the majority of this property to CH (101.7 acres). The CH district is intended to permit the development and continued maintenance of general commercial uses located in a linear fashion along highways and near transportation facilities and industrial areas. It is the hope of City Administration that having the property already zoned CH will be an additional enticement for development of this property. Staff included an excerpt of the Zoning Ordinance with a chart of permitted uses in the CH district. The proposed GDO-3 will additionally restrict the permitted uses within the CH zone, which is also included.

Proposed GDO-3 Zoning

The City's Administration Department recognizes that the Gateway Design Overlay District (GDO) district created over 17 years ago has proven to have a robust and vibrant economic base, it creates a strong sense of identity because of the emphasis placed on high quality design, it has significantly increased property values, and the GDO was able to create the class A office space which previously did not exist in Murfreesboro. The desire is to capture some of these successes and apply them to the properties located north of the interchange of Veterans Parkway and I-840.

The purposes of the GDO are to:

1. encourage high quality development as a strategy for investing in the City's future;
2. emphasize the interstate access at Medical Center Parkway/Fortress Blvd. and Interstate 24 as a major entryway into the City;
3. recognize and support the historic significance of the Stones River National Battlefield and the other related areas with historic significance and to minimize the negative impacts of development in their vicinity;
4. maintain and enhance the quality of life for Murfreesboro's citizens;
5. shape the District's appearance, aesthetic quality, and spatial form;
6. reinforce the civic pride of citizens through appropriate development;
7. increase awareness of aesthetic, social, and economic values;
8. protect and enhance property values;
9. minimize negative impacts of development on the natural environment;
10. provide property owners, developers, architects, engineers, builders, business owners, and others with a clear and equitable set of regulations for developing land;
11. enhance the City's sense of place and contribute to the sustainability and lasting value of the City; and,
12. shape and develop the District in a manner that is beneficial to the district and to the entire City.

Murfreesboro 2035 Chapter 4 Land Use and the Future Land Use Map (Map 4-2)

Chapter 4 of the *Murfreesboro 2035 Comprehensive Plan* identifies various land use categories and provides descriptions of those categories. The Future Land Use map is a companion to Chapter 4 which helps identify locations for the various types of land use classifications, but it is important to distinguish that it is not a "future zoning map". The Planning Commission adopted this plan and utilizes it as a tool in the land-use decision making process.

The Murfreesboro 2035 *Future Land Use Map* indicates that Business Park Character (BP) is most appropriate for the properties located east of Veterans Parkway. The anticipated development of the City's property will likely be consistent with the Future Land Use map. Chapter 4 of the Murfreesboro 2035 comprehensive plan describes the BP land use character as:

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

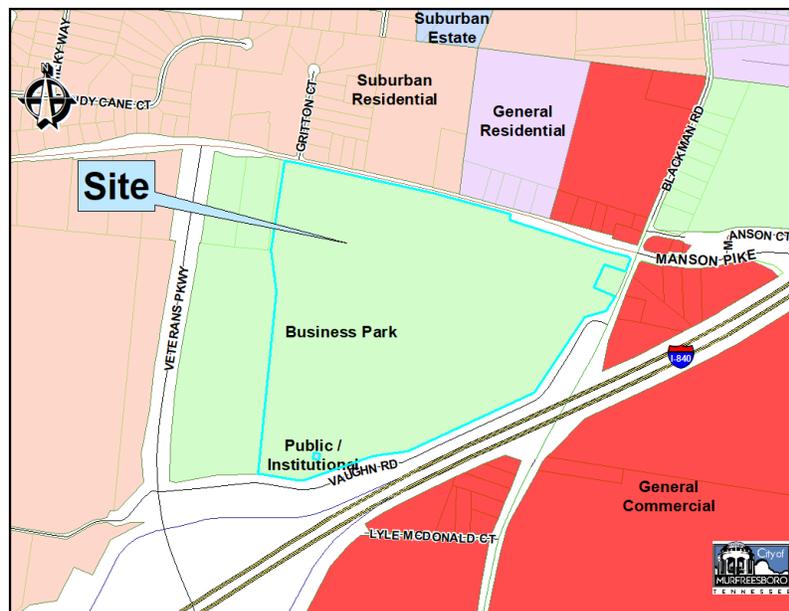
community. Business Parks are suburban in character, are typically developed in a campus-style setting that features reduced site coverage and increased open space; and may include offices and associated administrative, executive professional uses, and specified institutional and limited commercial uses.

Development Type:

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% of total area max.);
- Public/institutional; and Common green spaces.

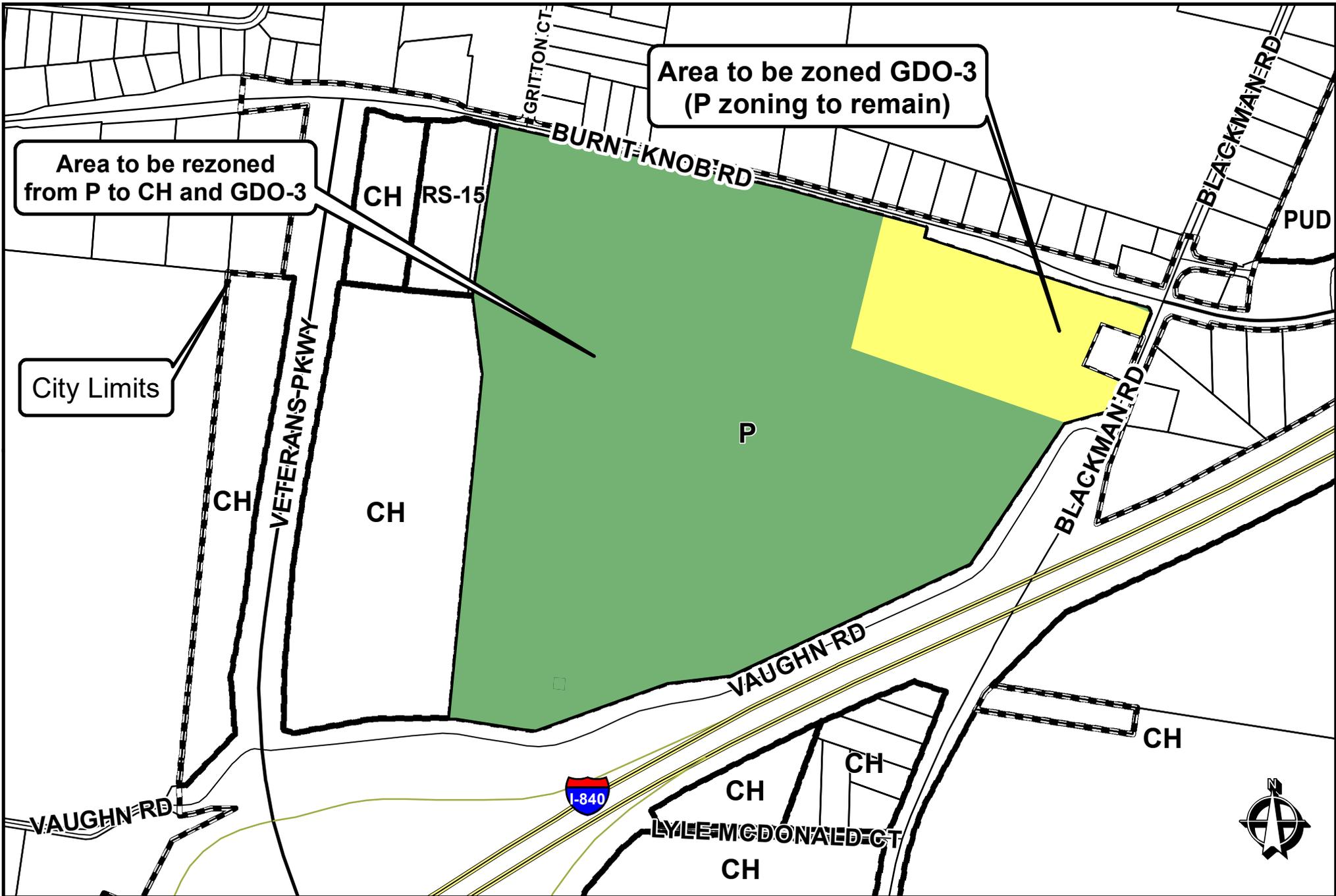
Future Land Use Map



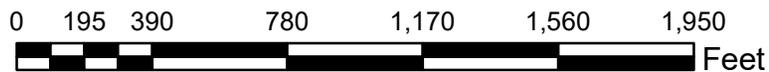
Recommendation:

It is the City Administration Department's recommendation that the Planning Commission rezone 101.7 acres to CH and zone 116.7 acres to GDO-3. The CH zoning is consistent with their vision of a tech park business park or employment center adjacent to interstate interchange and with the addition of commercial and hospitality uses. The CH district will not prohibit these type uses as the P district currently does.

The Planning Commission should conduct a public hearing on the matter of the zoning map amendment then formulate a recommendation to City Council



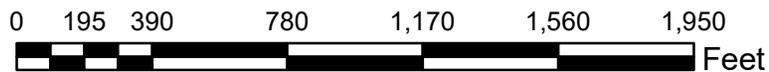
Zoning request for property along Burnt Knob Road P to CH and GDO-3



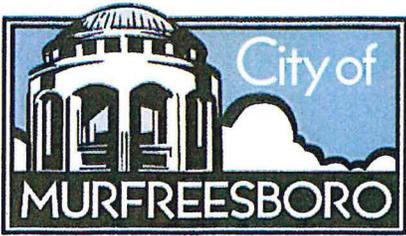
Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning request for property along Burnt Knob Road P to CH and GDO-3



Planning Department
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 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesboro.tn.gov



T E N N E S S E E

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:

Attn: Sam Huddleston,
Dev't Services
Executive Director

APPLICANT: City of Murfreesboro
Address: 111 W. Vine St. City/State/Zip: Murfreesboro, TN 37130

Phone: 615-893-6441 E-mail address: shuddleston@
murfreesborotn.gov

PROPERTY OWNER: City of Murfreesboro

Street Address or property description: 4901 Burnt Knob Rd.

and/or Tax map #: 078 Group: — Parcel (s): 032.00

Existing zoning classification: P

Proposed zoning classification: CH & GDD-3 Acreage: CH & GDD-3 = 101.7 acres
P & GDD-3 = 15 acres

Contact name & phone number for publication and notifications to the public (if different from the applicant):

E-mail:

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 3/12/2021

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

Chart 1
Page 1 of 8

CHART 1.

USES PERMITTED BY ZONING DISTRICT.

APPENDIX A - ZONING

USES PERMITTED ³	ZONING DISTRICTS																											
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P		
DWELLINGS																												
Single-Family detached	X	X	X	X	X	X	X	X	X	X		X		X									X	X		X		
Single-Family attached							X	X	X	X		X		X									X	X		X		
Two-Family							X	X	X			X		X									X	X		X		
Three-Family							X	X	X			X		X									X	X		X		
Four-Family							X	X	X			X		X									X	X		X		
Multiple-Family							X ²¹	X ²¹	X ²¹								X ²¹	X ²¹								X		
OTHER HOUSING																												
Accessory Apartment	S ⁶	S ⁶	S ⁶	S ⁶	S ⁶	S ⁶				S ⁶																		
Accessory Dwelling Unit												X ¹	X ¹	X ¹	X ¹	X ¹	X	X ¹	X ¹	X ¹	X ¹							
Assisted-Care Living Facility ¹⁵							S	X	X	X		X		X	X	X	X	X				X	X	X	X	S		
Bed-and-Breakfast Homestay	S	S	S	S	S		S	S	X	S		S		X	X	X		X				S	S	S	S	X		
Bed-and-Breakfast Inn	S	S	S	S	S		S	S	S	S		S		S	X	X		X				S	S	S	S	S		
Boarding House ¹⁵							S	S	X	X		S		X	X	X		X				S	S	S	X			
Emergency Shelter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Extended Stay Hotel/Motel																X	X											
Family Crisis Shelter												S		S	S	S				S	S	S		S				
Family Violence Shelter								S	S			S	S	S	X	X				X	X	X		X	S	S		
Fraternity/Sorority												S		S	S	S							S	S	S			
Group Shelter								S	S			S	S	S	S	S				S	S							
Class I Home for the Aged ¹⁵	S	S	S	S	S	S	S	X	X	X		X		X	X	X		X				S	S	S	S			
Class II Home for the Aged ¹⁵	S	S	S	S	S		S	S	S	S		S		X	X	X		X				S	S	S	S			
Class III Home for the Aged ¹⁵								S	S			S		S	X	X	X	X				S	S	S	S			
Hotel																X	X	X	X	X	X							
Mission ¹⁰																			S	S	S							
Mobile Homes											X																	
Motel																X	X		X	X	X							
Rooming House							S	S	S									X					S	S	X			
Student Dormitory									S																	X		
Transitional Home							S	S	S			S	S										S	S				
INSTITUTIONS																												
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X		X	X	X	S	X	X				
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	X	S	X	X	X		X	X	X	X	X	X	X				
Airport, Heliport	S	S	S	S	S	S	S	S	S	S					S				S	S	S	S	S	S	S	S	S	
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S							
Church ¹³	S	S	S	S	S	S	S	X	X	S	S	S	X	X	X	X	X	X	X	X	X	S	S	X	X			
College, University												X	X				X						X		X			

X = Use permitted by right.
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Chart 1
Page 2 of 8

USES PERMITTED ³	ZONING DISTRICTS																										
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P	
Day-Care Center							S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S			
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	X	S	S	S	S	X	
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	X	S	S	S	S	X	
Hospital												X	X				X		X	X	X	X	X	X	X		
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	S		
Mental Health Facility												X	X	X		X	X		X	X	X		X	X	X		
Morgue																X	X		X	X	X		X	X	X		
Museum							S	S	S			S	S	S	X	X	X	X	X	X	X	S	S	S	S	X	S
Nursing Home												X	X	S	S	S	X		X	X	X	X	X	X	X		
Nursery School							S	S	S		S	S	S	S	S	X			S	S	S	S	S	S	S	X	
Park	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Pet Cemetery	S	S	S											S	S			S	S	S							
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	S	X	
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X		X	X	X	S	S	S	S	X	X
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X			X	X	X	S	X	X			
School, Public or Private, Grades K - 12 ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	S	X	
Student Center								S	S			S	S	S	S	S	X						S	S			
AGRICULTURAL USES																											
Customary General Farming	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶				X ⁶	X			X	X	X					X	X
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	X			X	X	X					X	X
Farm Labor and Management Services												X	X	X	X	X		X		X	X	X					X
Fish Hatcheries and Preserves																X			X	X	X						
Grain, Fruit, Field Crop and Vegetable Cultivation and Storage	X	X	X	X	X	X	X	X	X	X	X								X	X	X						X
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	S	S	S	S	S	S	S									X	X	X						X
Timber Tracts, Forest Nursery, Gathering of Forest Products	S	S	S	S	S	S	S	S	S	S	S								X	X	X						
COMMERCIAL																											
Adult Cabaret																				X ⁹							
Adult Entertainment Center																				X ⁹							
Adult Motel																				X ⁹							
Adults-Only Bookstore																				X ⁹							
Adults-Only Motion Picture Theater																				X ⁹							
Amusements, Commercial Indoor															X	X	X	X	X	X	X						S

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USES PERMITTED ³	ZONING DISTRICTS																										
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P	
Amusements, Commercial Outdoor excluding Motorized																X	X		X	X	X					S	S
Amusements, Commercial Outdoor Motorized except Carnivals																				S	S	S					
Animal Grooming Facility															X	X	X			X	X	X					
Antique Mall															X	X	X	X	X	X	X	X					
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X	X		X			
Apothecaries (pharmaceuticals only)												X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X	X		X		X	
Automotive Repair ¹²															X	X	X	X	X	X	X	X					
Bakery, Retail														X	X	X	X	X	X	X	X	X					
Bank, Branch Office												X	X	X	X	X	X	X	X	X	X	X					
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X	X					
Bank, Main Office															X	X	X	X	X	X	X	X					
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X	X		X			
Beer, Packaged														X	X	X		X	X	X	X	X					
Boat Rental, Sales, or Repair																X			X	X	X						
Book or Card Shop												X	X	X	X	X	X	X	X	X	X	X		X			
Business School												X	X	X	X	X	X	X	X	X	X	X					
Business and Communication Service												X	X	X	X	X	X	X	X	X	X	X					
Campground, Travel-Trailer Park																X			X	X	X						
Carnivals																S			S	S	S						S
Catering Establishment												X	X	X	X	X	X	X	X	X	X	X		X			
Clothing Store														X	X	X	X	X	X	X	X	X					
Coffee, Food, or Beverage Kiosk														X	X	X	X		X	X	X						
Commercial Center														X	X	X	X		X	X	X						
Convenience Sales and Service, maximum 5,000 sq. ft. floor area														X	X	X	X	X	X	X	X						
Crematory																			S	S	S						
Delicatessen														X	X	X	X	X	X	X	X						

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USES PERMITTED ³	ZONING DISTRICTS																										
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	RMO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	H ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P	
Department or Discount Store															X	X	X	X	X	X	X						
Drive-In Theater																X	X	X	X	X	X	X					
Dry Cleaning														X	X	X	X	X	X	X	X	X					
Dry Cleaning Pick-Up Station														X	X	X	X	X	X	X	X	X					
Financial Service												X	X	X	X	X	X	X	X	X	X	X					
Fireworks Public Display																											X
Fireworks Retailer																S				S	S	S					
Fireworks Seasonal Retailer														S		S				S	S	S					
Flower or Plant Store												X	X	X	X	X	X	X	X	X	X	X		X			
Funeral Home														S		X	X			X	X	X					
Garage, Parking																X	X	X	X	X	X	X					
Garden and Lawn Supplies															S	X	X	X	X	X	X	X					
Gas--Liquified Petroleum, Bottled and Bulk																X	X	X	X	X	X	X					
Gas Station														X	X	X	X	X	X	X	X	X					
General Service and Repair Shop																X	X	X	X	X	X	X					
Glass--Auto, Plate, and Window																X	X			X	X	X					
Glass--Stained and Leaded														X	X	X	X	X	X	X	X	X					
Greenhouse or Nursery																X	X			X	X	X					
Group Assembly, <250 persons												S	S		X	X	X	X	X	X	X	X	S	S	S		
Group Assembly, >250 persons												S	S		S	S	X	S	S	S	S	S	S	S	S		
Health Club												X	X	X	X	X	X	X	X	X	X	X		X			
Ice Retail																X	X	X	X	X	X	X					
Interior Decorator												X	X	X	X	X	X	X	X	X	X	X		X			
Iron Work																X				X	X	X					
Janitorial Service															X	X	X	X	X	X	X	X					
Karate, Instruction															X	X	X	X	X	X	X	X					
Kennels																X				X	X	X					
Keys, Locksmith															X	X	X	X	X	X	X	X					
Laboratories, Medical												X	X		X	X	X			X	X	X	X	X	X		
Laboratories, Testing															X	X	X			X	X	X					
Laundries, Self-Service														X	X	X				X	X	X					
Lawn, Tree, and Garden Service																X				X	X	X					
Liquor Store															X	X	X	X	X	X	X	X					
Livestock, Auction																				X	X	X					
Lumber, Building Material																X				X	X	X					
Manufactured Home Sales																				X	X						
Massage Parlor																				X ⁹							

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USES PERMITTED ³	ZONING DISTRICTS																										
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P	
Motor Vehicle Sales (Automobiles)																Ø	Ø		X ³	X ³	X ³						
Motor Vehicle Sales (Other Than Automobiles)																Ø	Ø		X	X	X						
Motor Vehicle Service ¹²																X	X		X	X	X						
Movie Theater															X	X	X	X	X	X	X						
Music or Dancing Academy															X	X	X	X	X	X	X						
Offices												X	X	X	X	X	X	X	X	X	X	X ⁵	X ⁵	X ⁵			
Optical Dispensaries												X	X	X	X	X	X	X	X	X	X	X	X	X			
Pawn Shop																X		X	X	X	X						
Personal Service Establishment														X	X	X	X	X	X	X	X						
Pet Crematory																			S	S	S						
Pet Funeral Home														X	X				X	X	X						
Pet Shops														X	X	X	X	X	X	X	X						
Pharmacies												X	X	X	X	X	X	X	X	X	X	X	X	X			
Photo Finishing														X	X	X	X	X	X	X	X						
Photo Finishing Pick-Up Station														X	X	X	X		X	X	X						
Radio, TV, or Recording Studio																X	X	X	X	X	X						
Radio and Television Transmission Towers															S	S		S	S	S						S	
Rap Parlor																			X ^b								
Reducing and Weight Control Service												X	X	X	X	X	X	X	X	X	X	X	X	X			
Restaurant and Carry-Out Restaurant														X	X	X	X	X	X	X	X						
Restaurant, Drive-In																X			X	X	X						
Restaurant, Specialty														X	X	X	X	X	X	X	X						
Restaurant, Specialty -Limited												S	S	X	X	X	X	X	X	X	X	S	S	S			
Retail Shop, other than enumerated elsewhere														X	X	X	X	X	X	X	X						
Salvage and Surplus Merchandise																X			X	X	X						
Sauna																			X ^b								
Sheet Metal Shop																X			X	X	X						
Shopping Center, Community																X	X		X	X	X						
Shopping Center, Neighborhood														X	X	X			X	X	X						
Shopping Center, Regional																X	X		X	X	X						
Specialty Shop												X	X	X	X	X	X	X	X	X	X			X			
Tavern																X		X	X	X	X						
Taxidermy Studio																S			S	S	S						
Towing ¹²																X			X	X	X						

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Veterinary Office												X	X	X	X	X	X		X	X	X			X		
Veterinary Clinic															X	X	X		X	X	X					
Veterinary Hospital																X	X		X	X	X					
Vehicle Sales (Non-Motorized)																X	X		X	X	X					
Vehicle Wash														X		X	X		X	X	X					
Video Rental														X	X	X	X	X	X	X	X					
Wholesaling																X		X	X	X	X					
Wireless Telecommunications Towers, Antennas ¹⁷	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Wrecker Service, Wrecker Storage Yard ¹²																X			X	X	X					
INDUSTRIAL																										
Manufacture, Storage, Distribution of:																										
Abrasive Products																			X	X						
Alcoholic Beverage Manufacture																			X ²⁰	X ²⁰						
Asbestos Products																			S							
Automobile Dismantlers and Recyclers ⁷																			S ⁷							
Automobile Manufacture																			X	X						
Automobile Parts and Components Manufacture																			X	X						
Automobile Seats Manufacture																			X	X						
Bakery Goods, Candy																			X	X	X					
Boat Manufacture																			X	X						
Bottling Works																			X	X	X					
Brewery																			X	X						
Canned Goods																			X	X						
Chemicals																			X							
Composting Facility																			S							S
Contractor's Storage, Indoor																X		X	X	X	X					
Contractor's Yard or Storage, Outdoor																X		X	X	X	X					
Cosmetics																			X	X	X					
Custom Wood Products																			X	X	X	X				
Electrical or Electronic Equipment, Appliances, and Instruments																			X	X	X					
Fabricated Metal Products and Machinery																			X	X	X					
Fertilizer																			X							
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery																			X	X	X					

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Furniture and Fixtures																			X	X								
Jewelry																				X	X	X						
Leather and Leather Products except tanning and finishing																				X	X	X						
Leather and Leather Products, Tanning and Finishing																				X								
Lumber and Wood Products																				X	X							
Mobile Home Construction																				X								
Musical Instruments																				X	X	X						
Office/Art Supplies																				X	X	X						
Paints																				X	X							
Paper Mills																				S								
Paper Products excluding paper and pulp mills																				X	X							
Petroleum, Liquefied Petroleum Gas and Coal Products except refining																				S								
Petroleum and Coal Products Refining																				S								
Pharmaceuticals																				X	X	X						
Photographic Film Manufacture																				X	X							
Pottery, Figurines, and Ceramic Products																				X	X	X						
Primary Metal Distribution and Storage																				X	X							
Primary Metal Manufacturing																				X	X							
Printing and Publishing																X	X	X		X	X	X						
Rubber and Plastic Products except rubber or plastic manufacture																				X	X							
Rubber and Plastic Products, Rubber and Plastic Manufacture																				X	X							
Saw Mills																				X								
Scrap Processing Yard																				S								
Scrap Metal Processors																				S								
Scrap Metal Distribution and Storage																				S								
Secondary Material Dealers																				S								
Silverware and Cutlery																				X	X	X						
Small Moulded Metal Products																				X	X							
Sporting Goods																				X	X	X						
Stone, Clay, Glass, and Concrete Products																				X	X							
Textile, Apparel Products, Cotton--Factoring, Grading																				X	X	X						
Textile, Apparel Products, Cotton Gin																				X	X							

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	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P	
Tire Manufacture																			X	X							
Tobacco Products																				X	X						
Toiletries																				X	X	X					
Transportation Equipment																				X	X	X					
Warehousing, Transporting/Distributing ¹⁸																				X	X	X					
TRANSPORTATION AND PUBLIC UTILITIES																											
Bus Terminal or Service Facility																X				X	X	X					
Garbage or Refuse Collection Service																				X	X						
Refuse Processing, Treatment, and Storage																				S							
Gas, Electric, Water, Sewerage Production and/or Treatment Facility																				X	X	S					
Landfill ¹⁹																				S							
Post Office or Postal Facility														X	X	X	X	X	X	X	X	X					
Telephone or Communication Services														X	X	X	X	X	X	X	X	X					
Electric Transmission, Gas Piping, Water Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	X					
Taxicab Dispatch Station																X				X	X	X					
Freight Terminal, Service Facility																X				X	X	X					
OTHER																											
Advertising Sign																X				X	X	X					
Home Occupations	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	X			X					S ¹¹	S ¹¹	S ¹¹			
Junkyard																				S							
Recycling center																S				X	X	X					
Self-Service Storage Facility ¹⁶														S	S	X	S			X	X	X					
Wholesale Establishments																X		X	X	X	X	X					
Temporary Mobile Recycling Center															S	S				S	S	S				S	

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APPENDIX A - ZONING

- (J) *Enforcement.* The Zoning Administrator of the City is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed in this subsection. The duties of the Zoning Administrator shall include that of hearing and deciding all permits under section (H) (except to the extent that other provisions of this ordinance [Appendix A – Zoning] provide that such hearing or decision requires approval by the Planning Commission or the City Council), provided that the Zoning Administrator shall not have or exercise any of the powers or duties herein delegated to the Board of Zoning Appeals.
- (K) *Appeals.* Any person aggrieved, or taxpayer affected, by any decision of the Zoning Administrator made in the administration of this section may appeal to the Board of Zoning Appeals in accordance with the provisions of Section 12 of this ordinance [Appendix A – Zoning].
- (L) *Judicial review.* Any person aggrieved, or taxpayer affected, by any decision of the Board of Zoning Appeals shall be entitled to a judicial review of such decision within the time and in the manner, form and court or other forum permitted or authorized by law, and whether by original suit or proceedings, appeal, certiorari or by other authorized remedy or procedure.
- (M) *Penalties.* Each violation of this subsection or of any order or permit promulgated hereunder shall be punishable by a fine of not more than Fifty Dollars (\$50.00), and each day a violation continues shall be a separate offense.
- (N) *Conflicting regulations.* Where this subsection imposes a greater or more stringent restriction upon the use of land than is imposed or required by any other ordinance or regulation, the provisions of this subsection shall govern. In the event of a conflict between the illustrations in the Airport Layout Plan and the provisions of this subsection, the provisions of this subsection shall govern.
- (O) *Readoption.* Except to the extent modified or added to by the adoption of this subsection, the Airport zones as previously established for this Airport are readopted and reaffirmed.
- (P) *FAA Notice.* Nothing in this subdivision or in the Airport Master Plan or the Airport Layout Plan shall be deemed to in any manner waive or modify the provisions of 14 CFR § 77.13 which require notice to the FAA of any proposed construction to a height of more than 200 ft. above ground level and of certain other construction within 20,000 of any point on a runway.

Article II. Reserved

Article III. GDO, Gateway Design Overlay District

- (A) *Purpose and intent.* The purpose of the GDO, Gateway Design Overlay District regulations is to establish a framework for site planning and design to ensure development of a high quality. These regulations set standards for all development within the Gateway Design Overlay Districts including commercial, residential,

APPENDIX A - ZONING

institutional, industrial, and office uses. It is the intent of these regulations to establish standards that will be reflective and protective of the community amenities and historic sites along the Medical Center Parkway, Fortress Blvd., Thompson Lane, Robert Rose Drive, Wilkinson Pike, Manson Pike, and other streets in the Gateway Design Overlay District and to enhance the quality of life for the citizens of Murfreesboro and Rutherford County. It is the intent of the Gateway Design Overlay District regulations to protect and enhance the character of the land throughout the district.

The purposes of the GDO, Gateway Design Overlay District regulations shall include the following:

- (1) encourage high quality development as a strategy for investing in the City's future;
- (2) emphasize the interstate access at Medical Center Parkway/Fortress Blvd. and Interstate 24 as a major entryway into the City;
- (3) recognize and support the historic significance of the Stones River National Battlefield and the other related areas with historic significance and to minimize the negative impacts of development in their vicinity;
- (4) maintain and enhance the quality of life for Murfreesboro's citizens;
- (5) shape the District's appearance, aesthetic quality, and spatial form;
- (6) reinforce the civic pride of citizens through appropriate development;
- (7) increase awareness of aesthetic, social, and economic values;
- (8) protect and enhance property values;
- (9) minimize negative impacts of development on the natural environment;
- (10) provide property owners, developers, architects, engineers, builders, business owners, and others with a clear and equitable set of regulations for developing land;
- (11) enhance the City's sense of place and contribute to the sustainability and lasting value of the City; and,
- (12) shape and develop the District in a manner that is beneficial to the district and to the entire City.

(B) *Application of regulations.*

- (1) The GDO, Gateway Design Overlay District, shall overlay land located as shown on the official zoning map of the City. In order to carry out the purposes of this article the GDO, Gateway Design Overlay District is divided into sub-districts: GDO-1, GDO-2, GDO-3, and GDO-4. The general regulations applicable in the GDO and which are applicable in the various sub-districts are described in this section.
- (2) Any use and/or structure permitted by right or by special permit in the underlying zoning classifications shall also be permitted by the GDO and the various subsections in like manner unless specifically listed as excluded or otherwise limited by this subsection. Where there is a conflict between the provisions of this subsection and those of the underlying zoning district, the provisions of this subsection shall apply. Where there is a conflict between the provisions of this subsection and those of another overlay district the more restrictive regulations shall apply.

(C) *Use, setback, and height regulations.*

- (1) Temporary outdoor uses of land:

APPENDIX A - ZONING

- (a) The following temporary outdoor uses of land shall be prohibited:
- [1] carnivals
 - [2] circuses
 - [3] fireworks sales
 - [4] Christmas tree sales
- (b) Tents shall be permitted within the GDO District provided that a tent shall not be used for retail sales of merchandise. Permits issued for tents shall be valid for a period not in excess of fourteen consecutive days.
- (2) Itinerant and/or temporary outdoor sales of retail merchandise shall be prohibited, including but not limited to the following:
- (a) sale of vacuum cleaners, fans and other appliances;
 - (b) sale of rugs, carpets, toys, T-shirts, license plates, velvet paintings and artwork;
 - (c) sale of landscaping materials not grown on-site;
 - (d) sale of vegetables and produce not grown on-site;
 - (e) sale of souvenirs and mementos;
 - (f) sale of tropical plants, potted plants, and bouquets of flowers;
 - (g) sale of stone, clay, glass, or concrete figurines;
 - (h) sale of chairs, sofas, tables, or other furniture; and,
 - (i) sale of food and beverages.
- (3) Outdoor display or sale of merchandise, other than motor vehicles, is prohibited. Provided, however, an outdoor display of items regularly offered for sale indoors will be permitted on an infrequent and incidental basis. No such items may be displayed within any required landscape area.
- (4) Chain link, woven wire, or barbwire fencing shall be prohibited in any required front yard or in any area visible from the public right-of-way. Provided that woven wire fence or barbwire fence shall be permitted on land used for agricultural uses when such fencing is used for the keeping of livestock on the property and that chain link fencing necessary for safety or security during a construction project shall be allowed but it must be removed prior to issuance of a certificate of occupancy.
- (5) The following uses listed on Chart 1 and which may be otherwise permitted by right or by special permit in the underlying zones shall not be permitted as principal uses anywhere in any of the GDO Districts:

OTHER HOUSING

Fraternity/Sorority
Mobile Homes
Family Crisis Shelter
Family Violence Shelter
Mission
Student Dormitory
Transitional Home

INSTITUTIONS

Airport/Heliport
Cemetery

APPENDIX A - ZONING

Pet Cemetery

COMMERCIAL

Adult Cabaret

Adult Entertainment Center

Adult Motel

Adults-only Book Store

Adults-only Motion Picture Theater

Amusements, Commercial Outdoor Motorized

Amusements, Commercial Outdoor Motorized Except Carnivals

Beer, Packaged

Carnivals

Communications Tower

Contractor's Storage Yard

Contractor's Yard or Storage Outdoors

Crematory

Drive-in Theater

Ice Retail

Kennels

Laundries, Self Service

Livestock Auction

Lumber, Building Material

Manufactured Home Sales

Massage Parlor

Mobile Home Sales

Pawn Shop

Pet Crematory

Pet Funeral Home

Rap Parlor

Salvage and Surplus Merchandise

Sauna

Tattoo Parlor

Tavern

Taxidermy Studio

Wrecker Service

Wrecker Service Storage Yard

INDUSTRIAL

Animal or Poultry Slaughter, Stockyards, Rendering

Automobile Dismantlers and Recyclers

Mobile Home Construction

Paper Mills

Petroleum and Coal Products Refining

Primary Metals Distribution and Storage

Saw Mills

APPENDIX A - ZONING

Scrap Processing Yard
Scrap Metal Processors
Scrap Metal Distribution and Storage
Secondary Material Dealers
Stone, Clay, Glass, and Concrete Products

TRANSPORTATION AND PUBLIC UTILITIES

Garbage or Refuse Collection Service
Refuse Processing Treatment and Storage
Landfill
Railroad Switching Yard, Terminal, Piggyback Yard
Taxicab Dispatching Station
Truck or Motor Freight Terminal, Service Facility

OTHER

Metal, Sand, Stone, Gravel, Clay, Mining and Related Processing
Temporary Mobile Recycling Center

- (6) The following uses listed on Chart 1 and which may be otherwise permitted by right or by special permit in the underlying zones shall not be permitted as principal uses anywhere in the GDO-3 District:

INSTITUTIONS

Nursery School

COMMERCIAL

Amusements, Commercial Indoor
Amusements, Commercial Outdoor Excluding Motorized
Animal Grooming Facility
Automotive Repair
Barber or Beauty Shop
Beer, Packaged
Convenience Sales and Service, Maximum 5,000 Sq.Ft. Floor Area
Funeral Home
Garden and Lawn Supplies
Gas—Liquified Petroleum, Bottled and Bulk
Gas Station
General Service and Repair Shop
Glass—Auto, Plate, and Window
Glass—Stained and Leaded
Greenhouse or Nursery
Ice Retail
Janitorial Service
Karate, Instruction
Keys, Locksmith

APPENDIX A - ZONING

Laundries, Self Service
Liquor Store
Motor Vehicle Sales
Motor Vehicle Service
Music or Dance Academy
Optical Dispensaries
Veterinary Clinic
Veterinary Hospital
Vehicle Sales
Vehicle Wash
Video Rental

INDUSTRIAL

Contractors Storage, Indoor
Printing and Publishing.

(7) *Setbacks and buffer zones.*

(a) *Additional required setbacks.* In addition to the buffer zone requirements established in Section 27 of this article for every one foot that any proposed building exceeds thirty-five feet in height the required building setback on the side of the property where the buffer zone is required shall be increased an additional one foot of width.

(b) *Wilkinson Pike Buffer.*

[1] A one hundred foot wide buffer area shall be required along the south side of Wilkinson Pike extending from the intersection of Wilkinson Pike and Medical Center Parkway eastward to Van Cleave Lane.

[2] Single family residential dwellings shall be permitted within the Wilkinson Pike Buffer and shall be allowed to have driveway access to Wilkinson Pike provided the underlying zoning allows single family dwellings as a permitted use and the following requirements are met:

Minimum lot area of 43,560 square feet (1 acre)

Minimum front setback of 80 feet from the Wilkinson Pike right-of-way

Minimum lot width of 125 feet

Minimum side setback of 12.5 feet

Minimum rear setback of 30 feet

Maximum height of 35 feet

[3] The buffer zone shall not be utilized as a storage area.

[4] Parking lots, parking structures, accessory structures, dumpsters, temporary structures, storage facilities, or maintenance structures shall not be located within this buffer zone.

[5] The following building setbacks will be required along this buffer zone:

Multi-family Residential 100 feet

Office 100 feet

Commercial 100 feet

[6] If any buffer requirements are required in accordance with the requirements

APPENDIX A - ZONING

of Section 27 of this article they shall be placed in addition to the one hundred foot requirement of this buffer area.

(c) *I-24 Buffer Yard*. There shall be a fifty foot wide buffer yard extending along the eastern right-of-way line of I-24 along the entire boundary of the GDO District from Medical Center Parkway southward. In this buffer yard the following shall apply:

- [1] the buffer yard shall not be utilized as a storage area;
- [2] no automotive access, parking, storage facilities, maintenance structures, place of business, or dwelling units shall be placed within this buffer yard;
- [3] all parking areas, service areas, and rear of buildings shall be screened from this buffer yard and I-24; and,
- [4] a survey prepared by a qualified arborist shall be submitted for review by the Planning Staff. All existing trees located within this buffer with a 6" D.B.H. (diameter at breast height) and greater shall be field located and shown on proposed landscape plans including their size and species. Said trees shall not be removed and shall be preserved. Selected tree removal may be permitted with the review and written approval of the Urban Environmental and Planning Departments. Clear cutting of these trees shall not be permitted.

(8) *Floor area ratio (F.A.R.) requirements*. The maximum F.A.R. permitted in areas with the underlying zoning being Office General (OG) district shall be 0.5.

(9) *Height regulations*

(a) *GDO-1 Height regulations*. The following height regulations shall apply in the GDO-1 district.

The maximum building height permitted shall be as allowed in the underlying zoning district. Provided, however, that buildings for the following uses may be constructed to a maximum height as listed below:

Office.....	150'
Other commercial.....	75'
Hotel.....	150'
Hospital.....	150'
Multiple family residential.....	75'

(b) *GDO-2 Height regulations*. The following height regulations shall apply in the GDO-2 district.

The maximum building height permitted shall be as allowed in the underlying zoning district. Provided, however, that buildings for the following uses may be constructed to a maximum height as listed below:

Office.....	75'
Other commercial.....	45'
Hotel.....	75'
Hospital.....	75'
Multiple family residential.....	45'

APPENDIX A - ZONING

(c) *GDO-3 Height regulations.* The following height regulations shall apply in the GDO-3 district.

The maximum building height permitted shall be as allowed in the underlying zoning district. Provided, however, buildings for the following uses may be constructed to a maximum height as listed below:

Office.....	150'
Other commercial.....	75'
Hotel.....	150'
Hospital.....	150'
Multiple family residential.....	75'

(d) *GDO-4 Height regulations.* The maximum building height for all uses in the GDO-4 district shall be 35 feet.

(10) Existing single family structures exempted. Existing single family dwellings used for single family residences shall be exempt from all requirements of this ARTICLE III. GDO, GATEWAY DESIGN OVERLAY DISTRICT.

(D) *Design review process.*

(1) *Design development and review procedure.* The design review process applies to site plan development and building design and consists of four phases that are to be conducted and coordinated with the Planning Department and Planning Commission; and in GDO-3 the Administration Department. They are:

- Pre-Design Conference (to include Planning Staff and other staff as needed)
- Master Plan Review (to include Planning Staff, other staff as needed, and Planning Commission)
- Initial Design Review (to include Planning Staff, other staff as needed, and Planning Commission)
- Final Design Review (to include Planning Staff, other staff as needed, and Planning Commission)

This process is intended to provide a basis for communication and to ensure that the purposes and intents of this section are achieved throughout the entire design and development process. Not all developments, particularly for site plans on existing lots will require submittal of plans for all phases as outlined in this section and this determination shall be made by the Planning Director during the pre-design conference. An applicant may submit master plan review and initial design review materials simultaneously and request that they be reviewed concurrently. All building construction and site improvements must be reviewed in accordance with Section 7 of this article, the City's Subdivision Regulations and other development regulations of the City before any on-site construction commences. Prior to the Planning Commission taking action when such action is required, plans must be formally submitted to and reviewed by the Planning staff.

(a) *New development.* Any proposed improvement to any property within any Gateway Design Overlay District requires submission to and approval in accordance with the provisions of this article. Each phase of the process has specific materials and information to be submitted by the applicant or

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

6:00 P.M.

COUNCIL CHAMBERS

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Warren Russell
Chase Salas
Shawn Wright
Rick LaLance

STAFF PRESENT

Greg McKnight, Planning Director
Margaret Ann Green, Principal Planner
Amelia Kerr, Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev't Services Executive Dir.

Chair Kathy Jones called the meeting to order after determining there was a quorum.

Chair Jones requested for a motion to approve the minutes of the March 3, 2021 Planning Commission meeting.

Vice-Chairman Ken Halliburton made a motion to approve the March 3, 2021 minutes, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Public Hearings

Zoning application [2021-402] for approximately 0.66 acres located along Lee Street to be rezoned from CM-R and CCO to PRD (Lee Street Towns PRD) and CCO, Lee Street Partnership applicant. Ms. Amelia Kerr made known the applicant is requesting to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of a 17-unit townhouse development (Lee Street Towns PRD). The proposed gross density would be 10.6 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning. Ms. Kerr summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet.

Ms. Kerr explained the following exceptions to the standard RS-A, Type 3 zoning regulations with CCO are proposed:

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Zoning application [2021-405] for approximately 116.7 acres located along Veterans Parkway, south of Burnt Knob Road, west of Blackman Road and north of Vaughn Road to be zoned to GDO-3 and for 101.7 acres to be rezoned from P to CH, City Administration Department applicant.

Ms. Margaret Ann Green summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet.

Ms. Green made known it is the City Administration Department's recommendation that the Planning Commission rezone 101.7 acres to CH and zone 116.7 acres to GDO-3. The CH zoning is consistent with their vision of a tech park, business park, or employment center adjacent to the interstate interchange and with the addition of commercial and hospitality uses. The CH district would not prohibit these type uses as the P district currently does. As proposed in this application, the City is reserving 15 acres to remain zoned P (Park). The city is allocating space for a community park of 15 to 20 acres near the intersection of Burnt Knob and Blackman. The plan is for park amenities similar to a greenway trail head such as a pavilion, playground, open space, and restrooms. A walking trail will be incorporated in the overall development plan which can serve the community park and the users of the office park area. A specific timeframe on the park has not been identified but will likely be tied to infrastructure construction to serve the larger tract. No specific information is available for a separate park location on the west side of I-24.

The City of Murfreesboro has street improvement plans for Burnt Knob Road, including the intersection with Blackman to Veterans, although no specific timeframe has been identified for the improvements. Staff anticipates that timing will be in relation to the level of development on the subject property. Signalized intersections are anticipated at Blackman and Burnt Knob, along Burnt Knob at City property access, and at Veterans Parkway and Burnt Knob Road. Timing would be determined by when other road improvements are initiated or at a later date when warrants are met if that threshold level is not met at construction. According to Public Infrastructure Department, TDoT is working on a plan to signalize interchange ramps at Veterans Parkway.

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The City's representatives submitted an application to rezone the majority of this property to CH (101.7 acres). The CH district is intended to permit the development and continued maintenance of general commercial uses located in a linear fashion along highways and near transportation facilities and industrial areas. It is the hope of City Administration that having the property already zoned CH will be an additional enticement for development of this property. Staff included an excerpt of the Zoning Ordinance with a chart of permitted uses in the CH district. The proposed GDO-3 will additionally restrict the permitted uses within the CH zone. The City's Administration Department recognizes that the Gateway Design Overlay District (GDO) district created over 17 years ago has proven to have a robust and vibrant economic base, it creates a strong sense of identity because of the emphasis placed on high quality design, it has significantly increased property values, and the GDO was able to create the class A office space which previously did not exist in Murfreesboro. The desire is to capture some of these successes and apply them to the properties located north of the interchange of Veterans Parkway and I-840.

The Murfreesboro 2035 Future Land Use Map indicates that Business Park Character (BP) is most appropriate for the properties located east of Veterans Parkway. The anticipated development of the City's property will likely be consistent with the Future Land Use map. Chapter 4 of the Murfreesboro 2035 comprehensive plan describes the BP land use character as:

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.

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Development types include any businesses located in an office setting providing 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 such as the following:

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

Mr. Sam Huddleston came forward to provide insight how the City has been thinking about this area. He explained the history of this area that began with the interstate interchanges. With new interchanges it gives communities unique opportunities; however, they are limited. In the 1990s, the City contracted with the Tennessee Department of Transportation to construct future interchanges for the City which included this area. Continuing, Mr. Huddleston made known the following:

1. Planning in this area began in the early 2000s with details for the construction of the Veterans Parkway interchange;
2. City Staff has seen this interchange as a west entry into our community with the vision of land uses and development from I-840 and Highway 96 West;
3. The City has received numerous inquiries for this area, including economic development opportunities. However, the City lacks zoning and utilities being provided to this area.;
4. Representatives from the Rutherford County Chamber of Commerce and Economic Development Consultants have made known this property has high potential for development opportunities for employment; but lacks zoning and utilities.;
5. Tonight, the zoning request for this property is for the City to be in a better position to see employment opportunities with a professional office park that would attract white collar jobs and attract users.;
6. The request reduces the Park zone to 15 acres.;
7. Park elements can go in CH zoning. However, CH uses cannot go into Park zoning.;

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8. The fifteen acres would be reserved for a future park.; and
9. The park would not be for athletic fields or structured athletics but for a community park that would be available to the area residents and the users/occupants of the business park.

Lastly, Mr. Huddleston stated that he is not representing or announcing a commitment to a future park. This would be determined by our City Mayor and City Council. However, this property being discussed is about new opportunities along the west side of I-840. Our City Administration continues to pursue opportunities for a park and would be announcing those opportunities in the near future. Mr. Huddleston requested for the Planning Commission to approve this zoning application.

Mr. Rick LaLance commented on how the City Council had purchased two different pieces of properties a few years back. One is this property and the other is off of Highway 96 West, to explore a west park for the west side of Murfreesboro. The City Council will continue to explore options for both pieces of properties. Mr. LaLance stated that he is committed as a Councilman and a Planning Commissioner to continue pursuing much needed park space for the City.

Chair Kathy Jones opened the public hearing.

1. **Ms. Alice Hilton, 122 Gritton Court** – opposes this zoning request without a site plan. She is concerned the property could become a WalMart, Thornton's, a Pilot truck stop, Cracker Barrell, etc. The City had promised a Park within this area. The roads in this area need to be improved due to the increase of new occupied homes that have increased the traffic. Also, there is a historical burial ground in the area for the founder of the Blackman community.
2. **Mr. John L. Batey, 504 Baker Road** – requested for this property to have more green space from 15 acres to 40 acres for the community. He suggested for the Park to be located in front of the City's property. Also, he would like the Park to include walking trails and a library.

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3. **Mr. Brandon Hilton, 122 Gritton Court** – opposes this zoning application. He would like to know what the rush for this application is. There should be a plan provided first, then come back with a zoning application. He does not have any confidence with the City committing to a white-collar business park. He is concerned the property could become an area for a truck stop, McDonalds, etc.
4. **Mr. John Marshall, (representing) 4810 Veterans Parkway** – opposes this zoning application. He requested for the City to keep the green space and increase the 15 acres of the park space.
5. **Mr. John Harney, 6748 West Gum Road** – came forward stating he was in favor of this zoning application. However, he understands the comments that have been made. He explained how this area has great opportunity for a very nice office park development that would be spread out. He does not disagree about the proposed 15 acres of green space; maybe, it needs to be more acreage. A corporate office park could be intertwined with green space; therefore, everyone wins. He does not want to see commercial properties such as a Pilot, Thorntons, Cracker Barrell, etc. at this interchange. Therefore, the zoning and utilities must be in place first before this property would be considered for an office park. A nice development would provide good jobs with a strong tax base brought to our City.
6. **Mr. Steve Sandlin, 3407 Valley Bend Road** – opposes the zoning application. He requested for the Planning Commission to understand that the community had been told they would have a park. Now, they are seeing something totally different. Fifteen acres is not enough; however, with property planning for a library, green space, etc. would be helpful for the community. The community is being let down by a small amount of acreage for a park.

Chair Kathy Jones closed the public hearing.

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Mr. Rick LaLance made known this property would not be used for a WalMart, truck stop, etc. The Mayor and City Council is trying to find the best fit for this property. The City owns this property and has control what could be allowed on the City property. There is a level of protection and he is committed to that. Also, he would agree there should be more than 15 acres of green space. The City Council would continue to work this property and the other potential park property on Franklin Road.

Mr. Shawn Wright agreed that parks could be intertwined with a business park. He has seen in other cities that have incorporated walking trails, bike trails, basketball courts, etc. The City owns the property and would have control over what could be permitted there. Chair Kathy Jones stated there will be restrictions being in place with the GDO-3 overlay.

Mr. Sam Huddleston explained the 15 acres for the P zoning is for a zoning boundary and it is not for a park boundary. The park boundary would be based on the development plan and amenities.

Mr. Rick LaLance made a motion to approve, seconded by Mr. Shawn Wright. The motion carried by a vote of 5-1 (with Mr. Chase Salas voting “nay”).

Zoning application [2021-406] for approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road to be zoned GDO-1, City Administration Department applicant. Ms.

Margaret Ann Green began by summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet. Ms. Green made known the subject area consists of five parcels and is zoned CH (Highway Commercial District) and RS-15 (Single-family, Residential District). These properties were annexed in 2017. The five parcels are privately owned, have a strong (re)development potential, and are included in the rezoning application by the City’s Administration Department. It is the City Administration Department’s recommendation that the Planning Commission zone these parcels GDO-1.

Vice-Chairman Ken Halliburton wanted to know how the GDO-1 zoning would apply with the current RS-15 properties. Ms. Green explained the GDO-1 zoning would not make any changes

ORDINANCE 21-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 zone approximately 116.7 acres located along Burnt Knob Road, Blackman Road, and Vaughn Road to Gateway Design Overlay Three (GDO-3) District and to rezone approximately 101.7 acres in the same area from Park (P) District to Highway Commercial (CH) District; City Administration Department, applicant [2021-405].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone and 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 or rezoned and approved as Gateway Design Overlay Three (GDO-3) District and 101.7 acres rezoned from Park (P) District to Highway Commercial (CH) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



FOOTHILLS DR

Area rezoned from P to CH and GDO-3

PRD

CANDY CANE CT

CITY BOUNDARY

Area zoned GDO-3 (P zoning to remain)

GRITTON CT

PUD

CH

BURNT-KNOB RD

BLACKMAN RD

RS-15

P

Ordinance 21-OZ-10

VAUGHN RD

CH

CH

CH

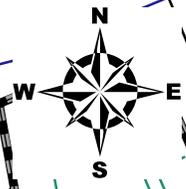
CH

CH



CH

CF



PRD

RS-10

CF

PRD

RS-10

RS-10

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Rezoning property along Veterans Parkway
[Public Hearing Required]

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

Zone approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.
The Planning Commission recommended approval of the rezoning.

Background Information

City Administration presented a zoning application [2021-406] for approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road to be zoned GDO-1 (Gateway Design Overlay District 1). During its regular meeting on April 7, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

The GDO-1 overlay will ensure a high quality of development for businesses, residents, and visitors.

Attachments:

1. Ordinance 21-OZ-11
2. Maps of the area
3. Planning Commission staff comments from 04/07/2021 meeting
4. Planning Commission minutes from 04/07/2021 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 7, 2021**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 4.d. Zoning application [2021-406] for approximately 52.9 acres located along Veterans Parkway, south of Burnt Knob Road, west of Blackman Road and north of Vaughn Road to be zoned GDO-1, City Administration Department applicant.**

The subject properties are located along both sides of Veterans Parkway, south of Burnt Knob Road, west of Blackman Road and north of Vaughn Road (Tax Map 078 Group 032.00, 038.00, 038.09, 038.05, 038.04, and 038.08). The subject area consists of five parcels and is zoned CH (Highway Commercial District) and RS-15 (Single-family, Residential District). These properties were annexed in 2017.

Tax Map ID*	Owner*	Existing Zoning	Acres*
078 038.00	TOGRYE ANTHONY	CH	30.9
078 038.04	CARDER RICHARD L ETUX CAROLYN	RS-15	4.8
078 038.05	JAYEN PROPERTIES PARTNERSHIP	CH	4.8
078 038.08	CARDER RICHARD L	RS-15	0.6
078 038.09	SWANSON DEVELOPMENT LP	CH	11.5

***THE INFORMATION LISTED ABOVE ARE TAKEN FROM THE RUTHERFORD COUNTY PROPERTY ASSESSOR'S PROPERTY SEARCH WEBSITE**

The five parcels are privately owned, have a strong (re)development potential and are included in the rezoning application by the volition of the City's Administration Department. Mr. Sam Huddleston has offered to reach out to the various property owners to discuss this application.

Adjacent Land Use and Zoning

The subject area is mostly surrounded with developed, exurban and suburban residential lots located within the unincorporated areas of Rutherford County. The southeastern border of the study area runs along Vaughn Road and I-840 interchange. The Rogers Group rock quarry is located along Burnt Knob Road to the west. Shelton Square PRD is an developing, City single-family subdivision to the northeast. Westlawn PUD is to the south and is a mixed use development with medical offices, grocery store, commercial outparcels, multi-family residential and single-family residential.

Public Rights-of-way/ Transportation network

The City of Murfreesboro has street improvement plans for Burnt Knob Road, including the intersection with Blackman to Veterans, although no specific timeframe has been identified for the improvements. Staff anticipates that timing will be in relation to the level of development on the adjacent City owned property. Signalized intersections are anticipated at Blackman Road and Burnt Knob Road, along Burnt Knob Road at City property access, at Veterans Parkway and Burnt Knob Road, and a Veterans Parkway. Timing will be determined by when other road improvements are initiated or at a later date when warrants are met if that threshold level is not met at construction.

According to Public Infrastructure Department, TDoT is working on a plan to signalize interchange ramps at Veterans Parkway..

Proposed GDO-1 Zoning

The City's Administration Department recognizes that the Gateway Design Overlay District (GDO) district created over 17 years ago has proven to have a robust and vibrant economic base, it creates a strong sense of identity because of the emphasis placed on high quality design, it has significantly increased property values, and the GDO was able to create the class A office space which previously did not exist in Murfreesboro. The desire is to capture some of these successes and apply them to the properties located north of the interchange of Veterans Parkway and I-840. The proposed GDO-1 will additionally restrict the permitted uses within the base zones.

The purposes of the GDO are to:

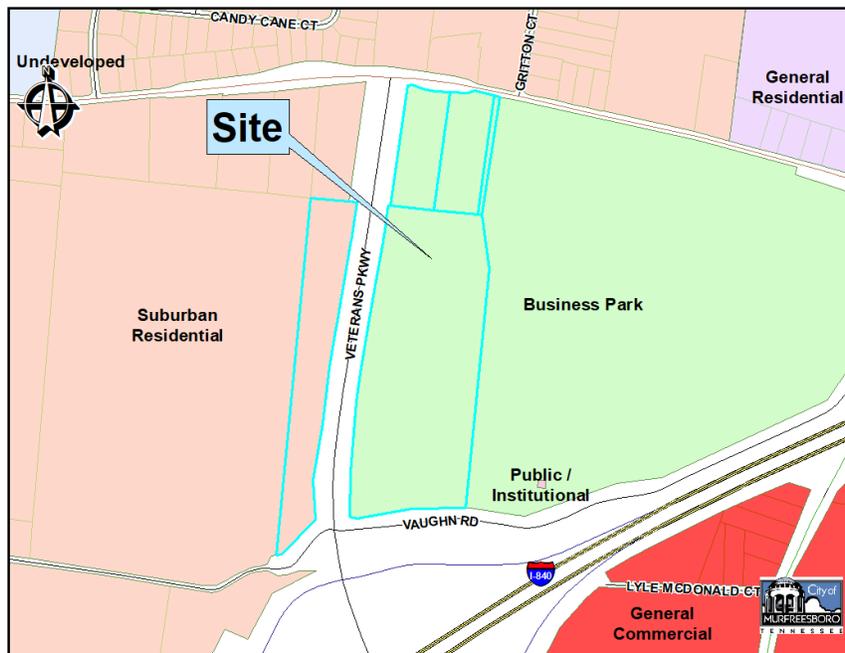
1. encourage high quality development as a strategy for investing in the City's future;
2. emphasize the interstate access at Medical Center Parkway/Fortress Blvd. and Interstate 24 as a major entryway into the City;
3. recognize and support the historic significance of the Stones River National Battlefield and the other related areas with historic significance and to minimize the negative impacts of development in their vicinity;
4. maintain and enhance the quality of life for Murfreesboro's citizens;
5. shape the District's appearance, aesthetic quality, and spatial form;
6. reinforce the civic pride of citizens through appropriate development;
7. increase awareness of aesthetic, social, and economic values;
8. protect and enhance property values;
9. minimize negative impacts of development on the natural environment;
10. provide property owners, developers, architects, engineers, builders, business owners, and others with a clear and equitable set of regulations for developing land;

11. enhance the City’s sense of place and contribute to the sustainability and lasting value of the City; and,
12. shape and develop the District in a manner that is beneficial to the district and to the entire City.

Murfreesboro 2035 Chapter 4 Land Use and the Future Land Use Map (Map 4-2)

Chapter 4 of the *Murfreesboro 2035 Comprehensive Plan* identifies various land use categories and provides descriptions of those categories. The Future Land Use map is a companion to Chapter 4 which helps identify locations for the various types of land use classifications, but it important to distinguish that it is not a “future zoning map”. The Planning Commission adopted this plan and utilizes it as tool in the land-use decision making process.

Future Land Use Map



Area East of Veterans Parkway

The Murfreesboro 2035 *Future Land Use Map* indicates that Business Park Character (BP) is most appropriate for the properties located east of Veterans Parkway. The addition of the GDO-1 overlay is not inconsistent with the BP land-use category.

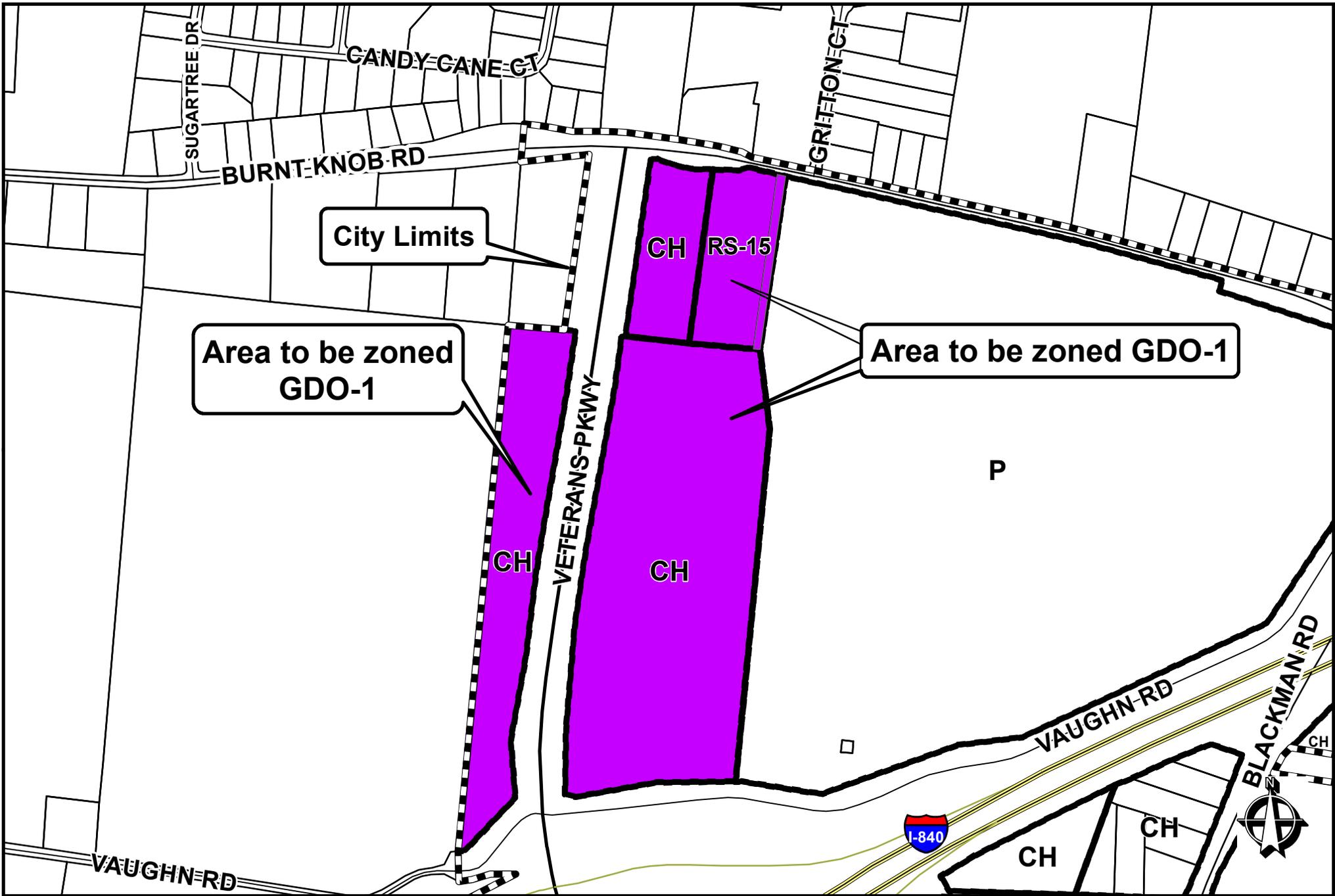
Area West of Veterans Parkway

The Murfreesboro 2035 *Future Land Use Map* indicates that Suburban Residential Character (SR) is most appropriate for the properties located west of Veterans Parkway. The addition of the GDO-1 overlay is not inconsistent with the SR land-use category.

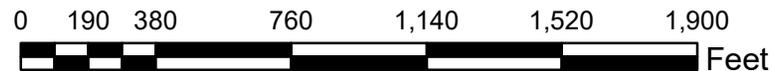
Recommendation:

It is the City Administration Department's recommendation that the Planning Commission zone 52.9 acres to GDO-1. The GDO-1 overlay zoning is consistent with their vision of commercial and hospitality uses.

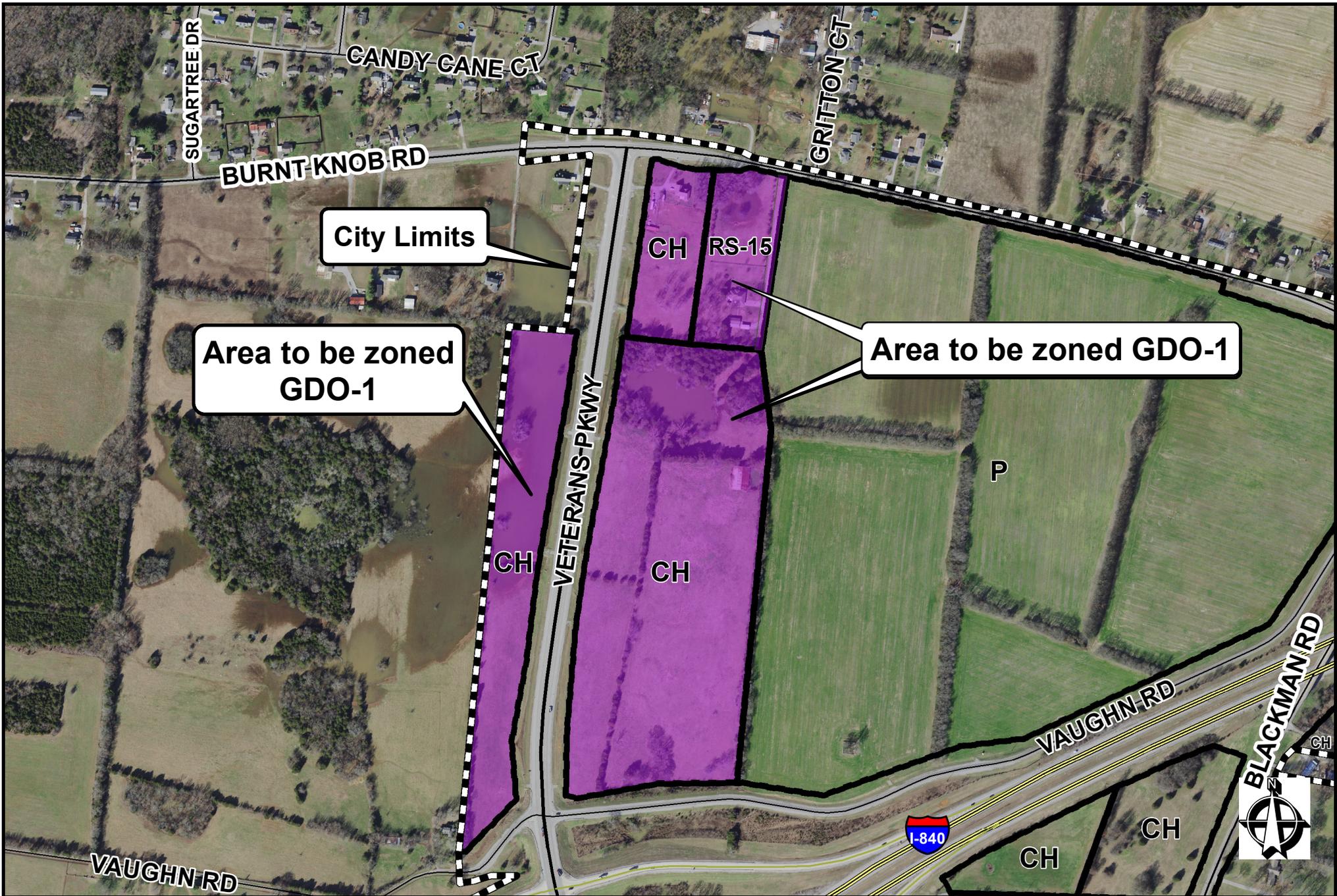
The Planning Commission should conduct a public hearing on the matter of the zoning map amendment then formulate a recommendation to City Council



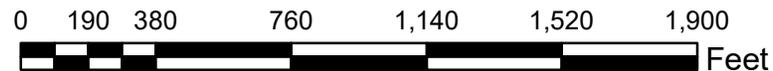
Zoning request for property along Burnt Knob Road and Vererans Parkway to be zoned GDO-1



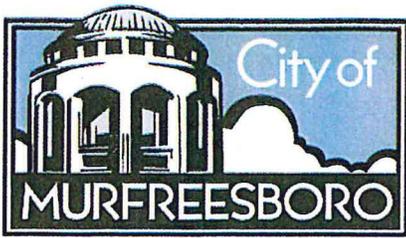
Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning request for property along Burnt Knob Road and Vererans Parkway to be zoned GDO-1



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



T E N N E S S E E

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:

Attn: Sam Huddleston,

APPLICANT: City of Murfreesboro Dev't Services Exec. Dir.

Address: 111 W. Vine St. City/State/Zip: Murfreesboro, TN 37130

Phone: 615-893-6441 E-mail address: shuddleston@

PROPERTY OWNER: Anthony Tagrye, Swanson Dev., Richard Carder, & Jayen Properties Part.
murfreesborotn.gov

Street Address or property description: 5001 Burnt Knob Rd, 5015 Burnt Knob Rd, & along Vets Pkwy

and/or Tax map #: 078 Group: — Parcel (s): 038.00, 038.09

Existing zoning classification: CH & RS-15 038.05, 038.04,

Proposed zoning classification: CH, RS-15, & GDD-1 Acreage: 52.69 & 038.08

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): Sam Huddleston

DATE: 3/12/2021

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

Date received: _____ MPC YR.: _____ MPC #: _____

Amount paid: _____ Receipt #: _____

APPENDIX A - ZONING

- (J) *Enforcement.* The Zoning Administrator of the City is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed in this subsection. The duties of the Zoning Administrator shall include that of hearing and deciding all permits under section (H) (except to the extent that other provisions of this ordinance [Appendix A – Zoning] provide that such hearing or decision requires approval by the Planning Commission or the City Council), provided that the Zoning Administrator shall not have or exercise any of the powers or duties herein delegated to the Board of Zoning Appeals.
- (K) *Appeals.* Any person aggrieved, or taxpayer affected, by any decision of the Zoning Administrator made in the administration of this section may appeal to the Board of Zoning Appeals in accordance with the provisions of Section 12 of this ordinance [Appendix A – Zoning].
- (L) *Judicial review.* Any person aggrieved, or taxpayer affected, by any decision of the Board of Zoning Appeals shall be entitled to a judicial review of such decision within the time and in the manner, form and court or other forum permitted or authorized by law, and whether by original suit or proceedings, appeal, certiorari or by other authorized remedy or procedure.
- (M) *Penalties.* Each violation of this subsection or of any order or permit promulgated hereunder shall be punishable by a fine of not more than Fifty Dollars (\$50.00), and each day a violation continues shall be a separate offense.
- (N) *Conflicting regulations.* Where this subsection imposes a greater or more stringent restriction upon the use of land than is imposed or required by any other ordinance or regulation, the provisions of this subsection shall govern. In the event of a conflict between the illustrations in the Airport Layout Plan and the provisions of this subsection, the provisions of this subsection shall govern.
- (O) *Readoption.* Except to the extent modified or added to by the adoption of this subsection, the Airport zones as previously established for this Airport are readopted and reaffirmed.
- (P) *FAA Notice.* Nothing in this subdivision or in the Airport Master Plan or the Airport Layout Plan shall be deemed to in any manner waive or modify the provisions of 14 CFR § 77.13 which require notice to the FAA of any proposed construction to a height of more than 200 ft. above ground level and of certain other construction within 20,000 of any point on a runway.

Article II. Reserved

Article III. GDO, Gateway Design Overlay District

- (A) *Purpose and intent.* The purpose of the GDO, Gateway Design Overlay District regulations is to establish a framework for site planning and design to ensure development of a high quality. These regulations set standards for all development within the Gateway Design Overlay Districts including commercial, residential,

APPENDIX A - ZONING

institutional, industrial, and office uses. It is the intent of these regulations to establish standards that will be reflective and protective of the community amenities and historic sites along the Medical Center Parkway, Fortress Blvd., Thompson Lane, Robert Rose Drive, Wilkinson Pike, Manson Pike, and other streets in the Gateway Design Overlay District and to enhance the quality of life for the citizens of Murfreesboro and Rutherford County. It is the intent of the Gateway Design Overlay District regulations to protect and enhance the character of the land throughout the district.

The purposes of the GDO, Gateway Design Overlay District regulations shall include the following:

- (1) encourage high quality development as a strategy for investing in the City's future;
- (2) emphasize the interstate access at Medical Center Parkway/Fortress Blvd. and Interstate 24 as a major entryway into the City;
- (3) recognize and support the historic significance of the Stones River National Battlefield and the other related areas with historic significance and to minimize the negative impacts of development in their vicinity;
- (4) maintain and enhance the quality of life for Murfreesboro's citizens;
- (5) shape the District's appearance, aesthetic quality, and spatial form;
- (6) reinforce the civic pride of citizens through appropriate development;
- (7) increase awareness of aesthetic, social, and economic values;
- (8) protect and enhance property values;
- (9) minimize negative impacts of development on the natural environment;
- (10) provide property owners, developers, architects, engineers, builders, business owners, and others with a clear and equitable set of regulations for developing land;
- (11) enhance the City's sense of place and contribute to the sustainability and lasting value of the City; and,
- (12) shape and develop the District in a manner that is beneficial to the district and to the entire City.

(B) *Application of regulations.*

- (1) The GDO, Gateway Design Overlay District, shall overlay land located as shown on the official zoning map of the City. In order to carry out the purposes of this article the GDO, Gateway Design Overlay District is divided into sub-districts: GDO-1, GDO-2, GDO-3, and GDO-4. The general regulations applicable in the GDO and which are applicable in the various sub-districts are described in this section.
- (2) Any use and/or structure permitted by right or by special permit in the underlying zoning classifications shall also be permitted by the GDO and the various subsections in like manner unless specifically listed as excluded or otherwise limited by this subsection. Where there is a conflict between the provisions of this subsection and those of the underlying zoning district, the provisions of this subsection shall apply. Where there is a conflict between the provisions of this subsection and those of another overlay district the more restrictive regulations shall apply.

(C) *Use, setback, and height regulations.*

- (1) Temporary outdoor uses of land:

APPENDIX A - ZONING

- (a) The following temporary outdoor uses of land shall be prohibited:
- [1] carnivals
 - [2] circuses
 - [3] fireworks sales
 - [4] Christmas tree sales
- (b) Tents shall be permitted within the GDO District provided that a tent shall not be used for retail sales of merchandise. Permits issued for tents shall be valid for a period not in excess of fourteen consecutive days.
- (2) Itinerant and/or temporary outdoor sales of retail merchandise shall be prohibited, including but not limited to the following:
- (a) sale of vacuum cleaners, fans and other appliances;
 - (b) sale of rugs, carpets, toys, T-shirts, license plates, velvet paintings and artwork;
 - (c) sale of landscaping materials not grown on-site;
 - (d) sale of vegetables and produce not grown on-site;
 - (e) sale of souvenirs and mementos;
 - (f) sale of tropical plants, potted plants, and bouquets of flowers;
 - (g) sale of stone, clay, glass, or concrete figurines;
 - (h) sale of chairs, sofas, tables, or other furniture; and,
 - (i) sale of food and beverages.
- (3) Outdoor display or sale of merchandise, other than motor vehicles, is prohibited. Provided, however, an outdoor display of items regularly offered for sale indoors will be permitted on an infrequent and incidental basis. No such items may be displayed within any required landscape area.
- (4) Chain link, woven wire, or barbwire fencing shall be prohibited in any required front yard or in any area visible from the public right-of-way. Provided that woven wire fence or barbwire fence shall be permitted on land used for agricultural uses when such fencing is used for the keeping of livestock on the property and that chain link fencing necessary for safety or security during a construction project shall be allowed but it must be removed prior to issuance of a certificate of occupancy.
- (5) The following uses listed on Chart 1 and which may be otherwise permitted by right or by special permit in the underlying zones shall not be permitted as principal uses anywhere in any of the GDO Districts:

OTHER HOUSING

Fraternity/Sorority
Mobile Homes
Family Crisis Shelter
Family Violence Shelter
Mission
Student Dormitory
Transitional Home

INSTITUTIONS

Airport/Heliport
Cemetery

APPENDIX A - ZONING

Pet Cemetery

COMMERCIAL

Adult Cabaret

Adult Entertainment Center

Adult Motel

Adults-only Book Store

Adults-only Motion Picture Theater

Amusements, Commercial Outdoor Motorized

Amusements, Commercial Outdoor Motorized Except Carnivals

Beer, Packaged

Carnivals

Communications Tower

Contractor's Storage Yard

Contractor's Yard or Storage Outdoors

Crematory

Drive-in Theater

Ice Retail

Kennels

Laundries, Self Service

Livestock Auction

Lumber, Building Material

Manufactured Home Sales

Massage Parlor

Mobile Home Sales

Pawn Shop

Pet Crematory

Pet Funeral Home

Rap Parlor

Salvage and Surplus Merchandise

Sauna

Tattoo Parlor

Tavern

Taxidermy Studio

Wrecker Service

Wrecker Service Storage Yard

INDUSTRIAL

Animal or Poultry Slaughter, Stockyards, Rendering

Automobile Dismantlers and Recyclers

Mobile Home Construction

Paper Mills

Petroleum and Coal Products Refining

Primary Metals Distribution and Storage

Saw Mills

APPENDIX A - ZONING

Scrap Processing Yard
Scrap Metal Processors
Scrap Metal Distribution and Storage
Secondary Material Dealers
Stone, Clay, Glass, and Concrete Products

TRANSPORTATION AND PUBLIC UTILITIES

Garbage or Refuse Collection Service
Refuse Processing Treatment and Storage
Landfill
Railroad Switching Yard, Terminal, Piggyback Yard
Taxicab Dispatching Station
Truck or Motor Freight Terminal, Service Facility

OTHER

Metal, Sand, Stone, Gravel, Clay, Mining and Related Processing
Temporary Mobile Recycling Center

- (6) The following uses listed on Chart 1 and which may be otherwise permitted by right or by special permit in the underlying zones shall not be permitted as principal uses anywhere in the GDO-3 District:

INSTITUTIONS

Nursery School

COMMERCIAL

Amusements, Commercial Indoor
Amusements, Commercial Outdoor Excluding Motorized
Animal Grooming Facility
Automotive Repair
Barber or Beauty Shop
Beer, Packaged
Convenience Sales and Service, Maximum 5,000 Sq.Ft. Floor Area
Funeral Home
Garden and Lawn Supplies
Gas—Liquified Petroleum, Bottled and Bulk
Gas Station
General Service and Repair Shop
Glass—Auto, Plate, and Window
Glass—Stained and Leaded
Greenhouse or Nursery
Ice Retail
Janitorial Service
Karate, Instruction
Keys, Locksmith

APPENDIX A - ZONING

Laundries, Self Service
Liquor Store
Motor Vehicle Sales
Motor Vehicle Service
Music or Dance Academy
Optical Dispensaries
Veterinary Clinic
Veterinary Hospital
Vehicle Sales
Vehicle Wash
Video Rental

INDUSTRIAL

Contractors Storage, Indoor
Printing and Publishing.

(7) *Setbacks and buffer zones.*

(a) *Additional required setbacks.* In addition to the buffer zone requirements established in Section 27 of this article for every one foot that any proposed building exceeds thirty-five feet in height the required building setback on the side of the property where the buffer zone is required shall be increased an additional one foot of width.

(b) *Wilkinson Pike Buffer.*

[1] A one hundred foot wide buffer area shall be required along the south side of Wilkinson Pike extending from the intersection of Wilkinson Pike and Medical Center Parkway eastward to Van Cleave Lane.

[2] Single family residential dwellings shall be permitted within the Wilkinson Pike Buffer and shall be allowed to have driveway access to Wilkinson Pike provided the underlying zoning allows single family dwellings as a permitted use and the following requirements are met:

Minimum lot area of 43,560 square feet (1 acre)

Minimum front setback of 80 feet from the Wilkinson Pike right-of-way

Minimum lot width of 125 feet

Minimum side setback of 12.5 feet

Minimum rear setback of 30 feet

Maximum height of 35 feet

[3] The buffer zone shall not be utilized as a storage area.

[4] Parking lots, parking structures, accessory structures, dumpsters, temporary structures, storage facilities, or maintenance structures shall not be located within this buffer zone.

[5] The following building setbacks will be required along this buffer zone:

Multi-family Residential 100 feet

Office 100 feet

Commercial 100 feet

[6] If any buffer requirements are required in accordance with the requirements

APPENDIX A - ZONING

of Section 27 of this article they shall be placed in addition to the one hundred foot requirement of this buffer area.

(c) *I-24 Buffer Yard.* There shall be a fifty foot wide buffer yard extending along the eastern right-of-way line of I-24 along the entire boundary of the GDO District from Medical Center Parkway southward. In this buffer yard the following shall apply:

- [1] the buffer yard shall not be utilized as a storage area;
- [2] no automotive access, parking, storage facilities, maintenance structures, place of business, or dwelling units shall be placed within this buffer yard;
- [3] all parking areas, service areas, and rear of buildings shall be screened from this buffer yard and I-24; and,
- [4] a survey prepared by a qualified arborist shall be submitted for review by the Planning Staff. All existing trees located within this buffer with a 6" D.B.H. (diameter at breast height) and greater shall be field located and shown on proposed landscape plans including their size and species. Said trees shall not be removed and shall be preserved. Selected tree removal may be permitted with the review and written approval of the Urban Environmental and Planning Departments. Clear cutting of these trees shall not be permitted.

(8) *Floor area ratio (F.A.R.) requirements.* The maximum F.A.R. permitted in areas with the underlying zoning being Office General (OG) district shall be 0.5.

(9) Height regulations

(a) *GDO-1 Height regulations.* The following height regulations shall apply in the GDO-1 district.

The maximum building height permitted shall be as allowed in the underlying zoning district. Provided, however, that buildings for the following uses may be constructed to a maximum height as listed below:

Office.....	150'
Other commercial.....	75'
Hotel.....	150'
Hospital.....	150'
Multiple family residential.....	75'

(b) *GDO-2 Height regulations.* The following height regulations shall apply in the GDO-2 district.

The maximum building height permitted shall be as allowed in the underlying zoning district. Provided, however, that buildings for the following uses may be constructed to a maximum height as listed below:

Office.....	75'
Other commercial.....	45'
Hotel.....	75'
Hospital.....	75'
Multiple family residential.....	45'

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

6:00 P.M.

COUNCIL CHAMBERS

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Warren Russell
Chase Salas
Shawn Wright
Rick LaLance

STAFF PRESENT

Greg McKnight, Planning Director
Margaret Ann Green, Principal Planner
Amelia Kerr, Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev't Services Executive Dir.

Chair Kathy Jones called the meeting to order after determining there was a quorum.

Chair Jones requested for a motion to approve the minutes of the March 3, 2021 Planning Commission meeting.

Vice-Chairman Ken Halliburton made a motion to approve the March 3, 2021 minutes, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Public Hearings

Zoning application [2021-402] for approximately 0.66 acres located along Lee Street to be rezoned from CM-R and CCO to PRD (Lee Street Towns PRD) and CCO, Lee Street Partnership applicant. Ms. Amelia Kerr made known the applicant is requesting to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of a 17-unit townhouse development (Lee Street Towns PRD). The proposed gross density would be 10.6 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning. Ms. Kerr summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet.

Ms. Kerr explained the following exceptions to the standard RS-A, Type 3 zoning regulations with CCO are proposed:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

Mr. Rick LaLance made known this property would not be used for a WalMart, truck stop, etc. The Mayor and City Council is trying to find the best fit for this property. The City owns this property and has control what could be allowed on the City property. There is a level of protection and he is committed to that. Also, he would agree there should be more than 15 acres of green space. The City Council would continue to work this property and the other potential park property on Franklin Road.

Mr. Shawn Wright agreed that parks could be intertwined with a business park. He has seen in other cities that have incorporated walking trails, bike trails, basketball courts, etc. The City owns the property and would have control over what could be permitted there. Chair Kathy Jones stated there will be restrictions being in place with the GDO-3 overlay.

Mr. Sam Huddleston explained the 15 acres for the P zoning is for a zoning boundary and it is not for a park boundary. The park boundary would be based on the development plan and amenities.

Mr. Rick LaLance made a motion to approve, seconded by Mr. Shawn Wright. The motion carried by a vote of 5-1 (with Mr. Chase Salas voting “nay”).

Zoning application [2021-406] for approximately 52.9 acres located along Veterans Parkway and Burnt Knob Road to be zoned GDO-1, City Administration Department applicant.

Ms. Margaret Ann Green began by summarized the zoning application from the staff report which had been provided to the Planning Commission in the agenda packet. Ms. Green made known the subject area consists of five parcels and is zoned CH (Highway Commercial District) and RS-15 (Single-family, Residential District). These properties were annexed in 2017. The five parcels are privately owned, have a strong (re)development potential, and are included in the rezoning application by the City’s Administration Department. It is the City Administration Department’s recommendation that the Planning Commission zone these parcels GDO-1.

Vice-Chairman Ken Halliburton wanted to know how the GDO-1 zoning would apply with the current RS-15 properties. Ms. Green explained the GDO-1 zoning would not make any changes

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 7, 2021

to the current RS-15 zone; however, the GDO-1 would apply for any redevelopment of these properties in the future.

Chair Kathy Jones opened the public hearing.

1. **Mr. Joe Swanson, Jr., 1188 Park Avenue** - stated that he owns CH zone property west of Veterans Parkway. He understands the reason for the zone application and it is commendable. However, with the current Design Guidelines in place there are plenty of restrictions in place. Due to the ongoing cost of building materials, he requested that his 99 acres located at this interchange not be included in the GDO-1 zone. He wanted this to be known for when he is ready to have the rest of his property annexed into the City.
2. **Mr. John Harney, 6748 W. Gum Rd., representing the owner of 30 acres on the east side of Veterans Parkway Mr. Anthony Togrye** – stated that Mr. Anthony Togrye is in agreement to have the GDO-1 overlay being placed on his property. Mr. Togrye feels this would be good for his property and will complement the City’s vision for the area.

Chair Kathy Jones closed the public hearing.

Mr. Rick LaLance commented to Mr. Swanson that he would take into account his request if he was still around whenever Mr. Swanson was ready to annex his 99 acres. Mr. LaLance stated that this area has a large blank canvas of property. He feel this area would become a future gateway into our City.

Mr. Rick LaLance made a motion to approve the zoning request as submitted, seconded by Vice-Chairman Ken Halliburton. The motion carried by unanimous vote in favor.

Mr. Rick LaLance requested for City Staff to consider voluntarily placing restrictive covenants on the uses for the CH zone on the Park property, removing some uses that would normally be permitted by right. This list created by Staff would be for City Council to review for discussion.

ORDINANCE 21-OZ-11 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to zone approximately 52.9 acres located along Veterans Parkway, Brunt Knob Road, and Vaughn Road by adding Gateway Design Overlay One (GDO-1) District to the current zoning; City Administration Department, applicant(s) [2021-406].

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 zone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved by adding Gateway Design Overlay One (GDO-1) District to the current zoning, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

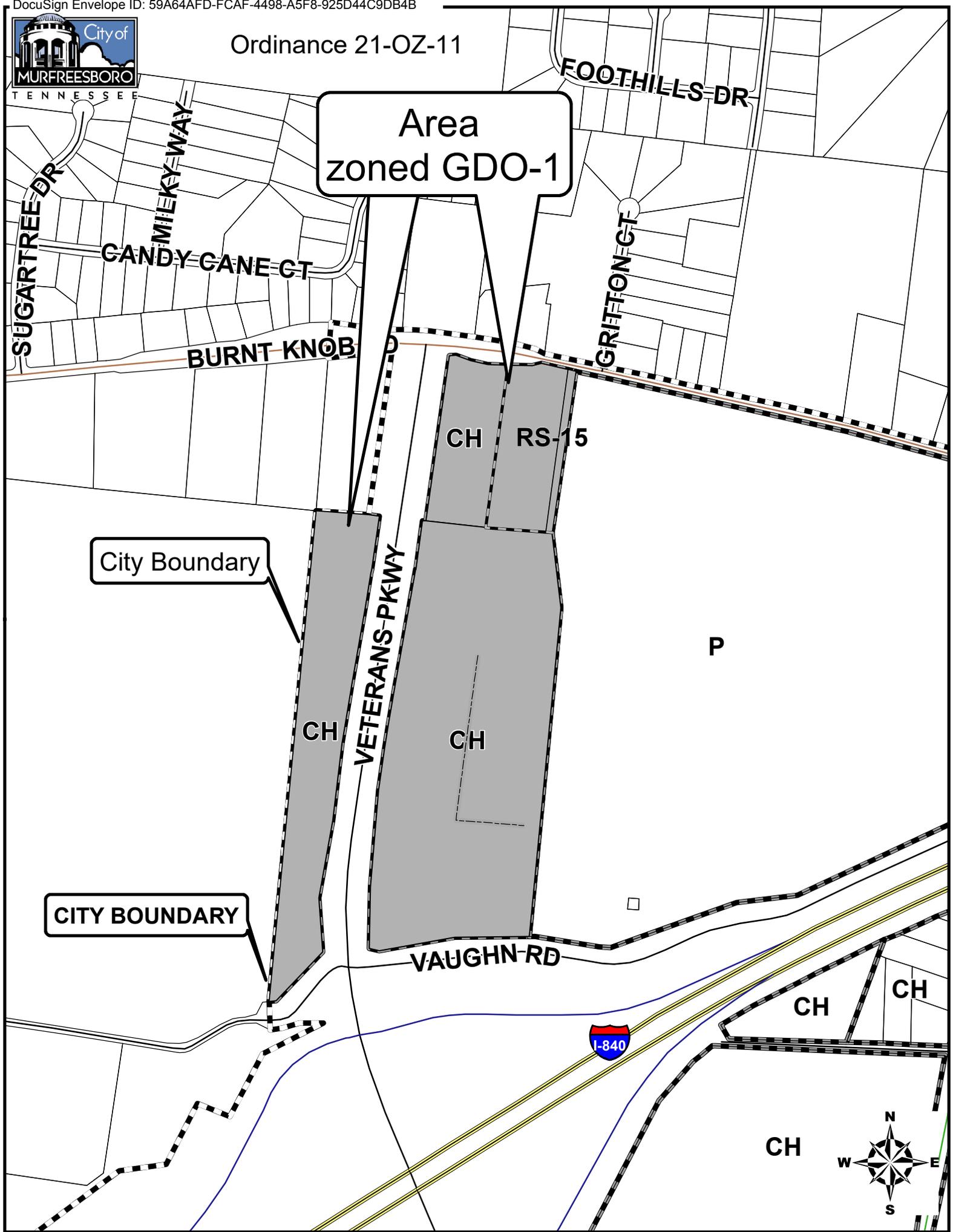
Adam F. Tucker
City Attorney

SEAL



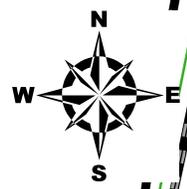
Ordinance 21-OZ-11

Area zoned GDO-1



City Boundary

CITY BOUNDARY



COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

Staff Recommendation

Schedule public hearings for the items below on June 24, 2021 or July 1, 2021.

Background Information

During its regular meeting on May 5, 2021, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a.** Zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF to RS-6, O'Brien Loyd, LLC applicant.
- b.** Zoning application [2021-403] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail to be rezoned from MU, GDO-1 and GDO-2 to PUD (Clari Park PUD), CH, GDO-1 and GDO-2, Hines Acquisitions, LLC applicant.
- c.** Proposed amendments to the Zoning Ordinance [2020-807] regarding townhouses, the RS-A zone, and other miscellaneous topics and pertaining to the following sections:
 - Section 2: Interpretation and Definitions;
 - Section 19: Residential Districts;
 - Section 26: Off-Street Parking, Queuing, and Loading;
 - Chart 1: Uses Permitted by Zoning District (including Chart 1 Endnotes);
 - Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 Endnotes); and
 - Chart 4: Required Off-Street Parking and Queuing Spaces by Use.

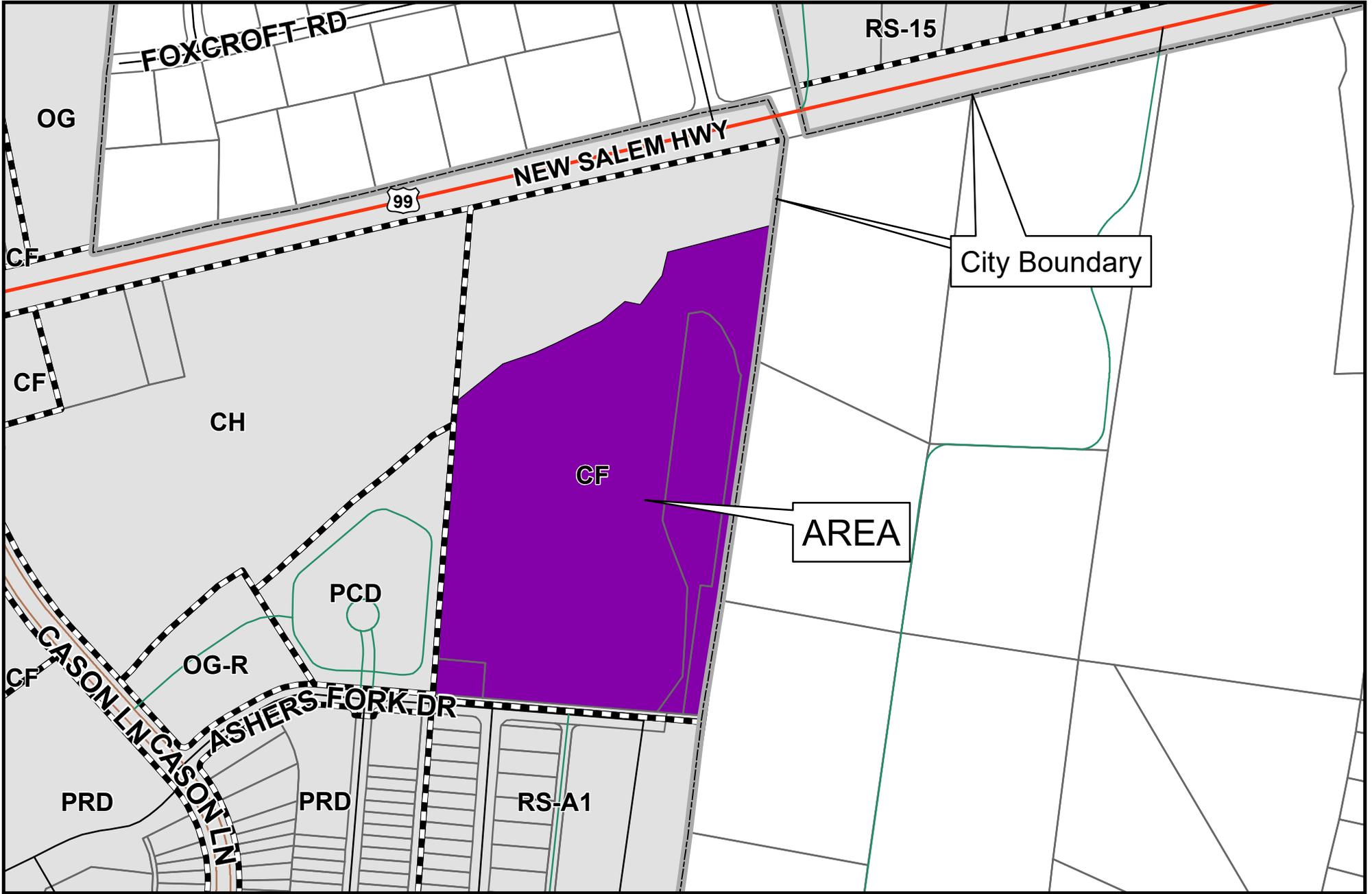
City of Murfreesboro Planning Department applicant.

Fiscal Impact

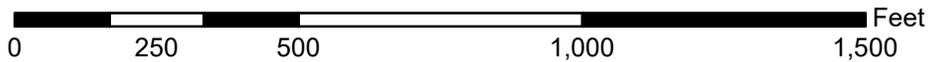
The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

Attachments:

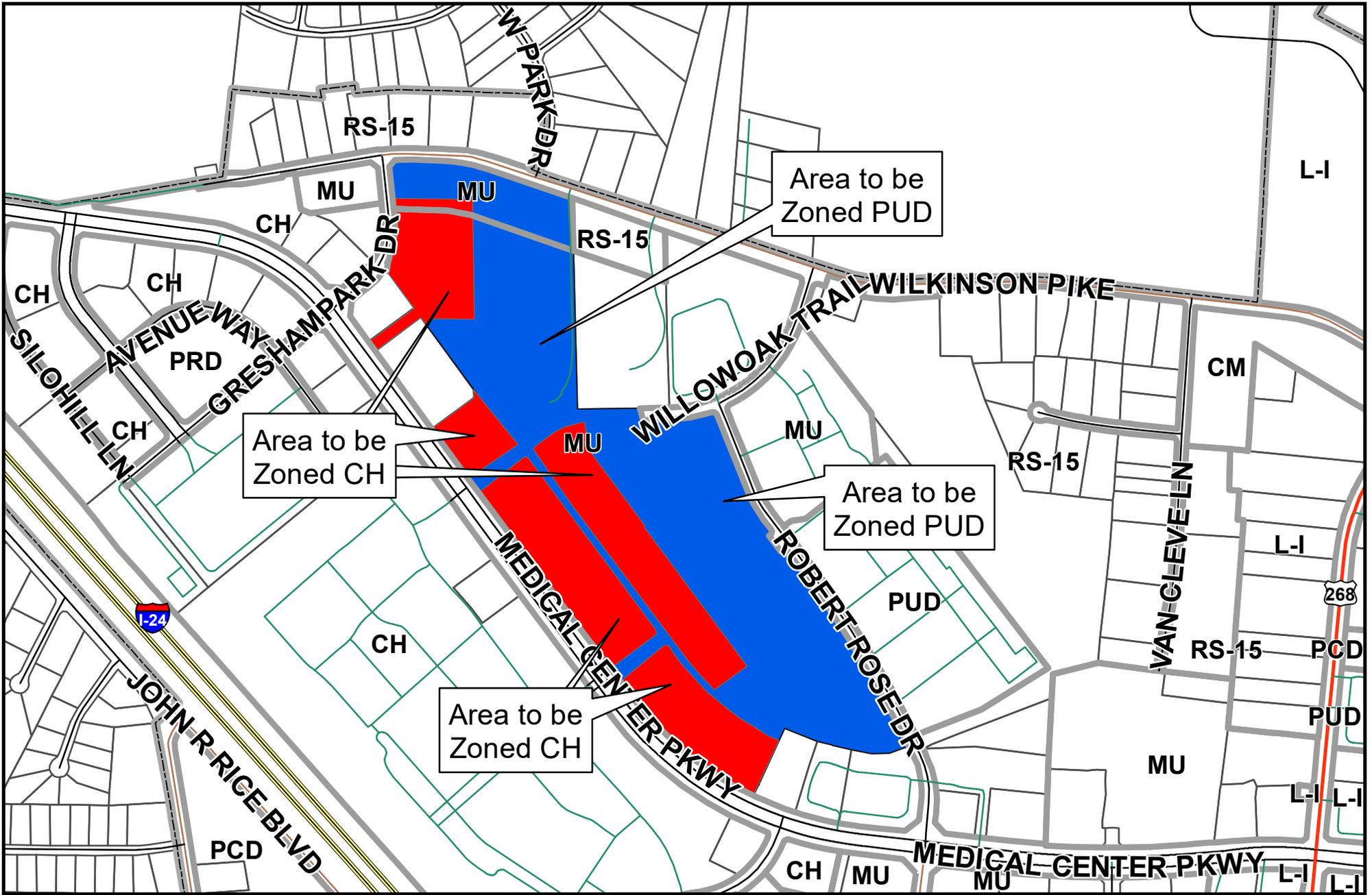
1. Map for zoning application for approximately 17.25 acres located along Ashers Fork Drive
2. Map for zoning application for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail



Rezoning Request for Property Along Ashers Fork Drive
CF to RS-6



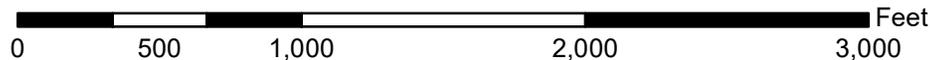
Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning Request for Property Along Medical Center Parkway,
 Robert Rose Drive and Wilkinson Pike
 MU to CH and MU to PUD (Clari Park PUD)
 (The existing GDO-1 and GDO-2 boundaries are not affected by this zoning request)



Planning Department
 City of Murfreesboro
 11 W Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: FY22 Public Hearing and Related Ordinances

Department: Budget

Presented by: Erin Tucker

Requested Council Action:

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

Summary

Public comment regarding the proposed FY22 Budget information and consideration of ordinances adopting the FY22 Budget.

Staff Recommendation

Conduct public hearing regarding the FY22 Budget.

Approve and adopt the Appropriations Ordinance 21-O-13 and Tax Rate Ordinance 21-O-14.

Background Information

The FY22 Budget was submitted to Council on May 14, 2021. Council held a special budget review session on May 20, 2021 regarding the significant assumptions and economic factors surrounding the FY22 Budget and expectations.

Council Priorities Served

Responsible budgeting

The FY22 Budget addresses the economic conditions and necessary expenditures of the City. Staff will continue to keep City Council informed of the economic conditions of the City and any expected deviations from the budget expectations.

Operational Issues

FY22 Budget approval is required before June 30, 2021 in order to continue operations beginning July 1, 2021.

Fiscal Impact

The FY22 Budget projects no use Unassigned Fund Balance and use of \$5.3 million of Assigned Fund Balance.

Attachments

1. FY22 Appropriations Ordinance 21-O-13
2. FY22 Tax Rate Ordinance 21-O-14

ORDINANCE 21-O-13 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2021-2022, and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on Thursday, May 20, 2021 and is prepared to adopt its financial plan for Fiscal Year 2021-2022.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2021 and ending June 30, 2022, including the payment of principal of and interest on bonds and other obligations of the City maturing in 2021-2022, for the City's General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

(The FY 2019-2020 and 2020-2021 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the Fiscal Year 2021-2022, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the Fiscal Year 2021-2022, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the Fiscal Year 2021-2022 that may have already transpired at the taking effect date of this Ordinance as well as for the entire Fiscal Year 2021-2022.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the Fiscal Year 2021-2022 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2021-2022 at the earliest practicable time, 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 21-O-13
Exhibit ACity of Murfreesboro
2021-2022

	Actual 2019-2020	Estimated 2020-2021	Proposed 2021-2022
GENERAL FUND:			
REVENUES			
Local Taxes	\$123,973,807	\$129,325,565	\$133,619,423
State of Tennessee	20,210,462	23,184,176	24,710,037
Federal Government	4,062,219	8,508,767	13,540,950
Other Sources	24,172,569	21,884,491	21,112,736
Reimbursements from Other Funds	2,571,559	2,589,498	2,654,500
Transfers In	3,335,459	0	0
Total Revenue & Transfers In	<u>\$178,326,074</u>	<u>\$185,492,497</u>	<u>\$195,637,646</u>
EXPENDITURES			
Personnel Costs	80,701,217	82,783,034	91,799,633
Other Costs:			
Legislative	122,001	147,850	158,100
City Manager	1,013,384	3,206,723	1,281,824
Finance	248,939	353,595	356,150
Purchasing	12,351	5,088	38,250
Legal	109,326	263,553	312,275
Human Resources	186,013	153,638	258,150
Planning	124,251	212,701	191,450
Engineering	127,654	184,536	248,039
Facilities Maintenance	581,480	365,320	584,309
State Street Aid	4,169,754	4,175,075	4,376,100
Infrastructure	3,331,575	1,010,000	6,900,000
Transportation	1,477,659	2,360,649	7,137,050
Information Technology	1,245,252	1,324,894	2,250,494
Communications	170,946	175,812	185,710
Building and Codes	131,472	187,391	200,465
City Court	114,628	108,477	341,900
Police	4,583,809	7,586,746	8,029,773
Fire	2,351,093	3,281,914	3,202,225
Street	2,968,235	3,365,178	3,662,939
Civic Plaza	52,325	50,800	72,647
Parking Garage	85,216	48,500	62,600
Fleet Services	(642,375)	(563,427)	(849,806)
Park & Recreation	3,611,797	3,509,609	5,669,832
Golf	700,522	892,631	896,268
Solid Waste	2,601,488	3,006,008	4,721,339
Community Development	438,980	1,361,658	1,810,883
Strategic Partnerships	1,534,452	1,553,952	1,601,614
Transfers Out	7,910,103	8,553,103	10,125,103
Debt Service - Transfer Out	40,901,735	37,964,387	36,944,437
Miscellaneous	5,867,925	5,365,650	8,366,874
Total Expenditures & Transfers Out	<u>\$166,833,207</u>	<u>\$172,995,045</u>	<u>\$200,936,627</u>
Beginning Fund Balance	\$66,742,940	\$78,235,807	\$90,733,259
Ending Fund Balance	\$78,235,807	\$90,733,259	\$85,434,278
DEBT SERVICE FUND:			
REVENUES			
Other Sources	\$3,028	-	-
Transfers In	60,069,395	\$59,209,987	\$38,465,969
Total Revenue & Transfers In	<u>\$60,072,423</u>	<u>\$59,209,987</u>	<u>\$38,465,969</u>
EXPENDITURES			
Other Costs	\$53,526,900	\$49,653,515	\$33,598,361
Transfers Out	6,352,631	9,556,472	4,667,608
Total Expenditures & Transfers Out	<u>\$59,879,531</u>	<u>\$59,209,987</u>	<u>\$38,265,969</u>
Beginning Fund Balance	\$362,858	\$555,750	\$555,750
Ending Fund Balance	\$555,750	\$555,750	\$755,750
AIRPORT IMPROVEMENT FUND:			
REVENUES			
State of Tennessee	\$72,255	\$464,378	\$2,630,522
Federal Government	19,312	214,050	1,045,350
Transfers In	0	623,000	2,195,000
Other Sources	2,036,872	4,172,860	2,692,480
Total Revenue	<u>\$2,128,439</u>	<u>\$5,474,288</u>	<u>\$8,563,352</u>
EXPENDITURES			
Personnel Costs	\$292,674	\$376,417	\$536,197
Other Costs	1,592,551	2,694,049	9,369,767
Transfers Out	150,000	150,000	150,000
Total Expenditures & Transfers Out	<u>\$2,035,225</u>	<u>\$3,220,466</u>	<u>\$10,055,964</u>
Beginning Fund Balance	\$866,401	\$959,615	\$3,213,437
Ending Fund Balance	\$959,615	\$3,213,437	\$1,720,825

City of Murfreesboro
2021-2022

	Actual 2019-2020	Estimated 2020-2021	Proposed 2021-2022
DRUG FUND:			
REVENUES			
Other Sources	\$115,019	\$190,040	\$176,200
Transfers In	30,492	30,000	30,000
Total Revenue & Transfers In	<u>\$145,511</u>	<u>\$220,040</u>	<u>\$206,200</u>
EXPENDITURES			
Other Costs	\$107,804	\$84,200	\$186,700
Total Expenditures	<u>\$107,804</u>	<u>\$84,200</u>	<u>\$186,700</u>
Beginning Fund Balance	\$279,190	\$316,897	\$452,737
Ending Fund Balance	\$316,897	\$452,737	\$472,237
INSURANCE FUND:			
REVENUES			
Other Sources	\$17,323,436	\$19,529,836	\$19,689,300
Transfers In	0	0	0
Total Revenue	<u>\$17,323,436</u>	<u>\$19,529,836</u>	<u>\$19,689,300</u>
EXPENDITURES			
Other Costs	\$18,236,532	\$20,062,700	\$23,866,400
Total Expenditures	<u>\$18,236,532</u>	<u>\$20,062,700</u>	<u>\$23,866,400</u>
Beginning Fund Balance	\$8,254,453	\$7,341,358	\$6,808,493
Ending Fund Balance	\$7,341,358	\$6,808,493	\$2,631,393
RISK MANAGEMENT FUND:			
REVENUES			
Other Sources	\$3,911,999	\$4,324,292	\$4,027,500
Total Revenues	<u>\$3,911,999</u>	<u>\$4,324,292</u>	<u>\$4,027,500</u>
EXPENDITURES			
Personnel Costs	\$0	\$0	\$0
Other Costs	4,086,046	4,085,096	4,027,500
Total Expenditures	<u>\$4,086,046</u>	<u>\$4,085,096</u>	<u>\$4,027,500</u>
Beginning Fund Balance	\$3,429,720	\$3,255,674	\$3,494,870
Ending Fund Balance	\$3,255,674	\$3,494,870	\$3,494,870
OTHER CAPITAL SOURCES FUND:			
REVENUES			
Other Sources	\$100,938	\$26,952	\$2,500
County Shared Bond Proceeds	-	9,668,173	-
Total Revenue	<u>\$100,938</u>	<u>\$9,695,125</u>	<u>\$2,500</u>
EXPENDITURES			
Other Costs	\$3,325,671	\$2,520,276	\$7,919,500
Total Expenditures	<u>\$3,325,671</u>	<u>\$2,520,276</u>	<u>\$7,919,500</u>
Beginning Fund Balance	\$4,906,670	\$1,681,937	\$8,856,787
Ending Fund Balance	\$1,681,937	\$8,856,787	\$939,787
LOAN/BOND FUND:			
REVENUES			
Other Sources	\$779,462	\$13,594,392	\$600,000
Issuance of Debt	0	63,800,000	0
Total Revenue & Debt Issuance	<u>\$779,462</u>	<u>\$77,394,392</u>	<u>\$600,000</u>
EXPENDITURES			
Other Costs	\$20,003,235	\$30,317,183	\$65,000,000
Transfers Out	129,454	205,000	200,000
Total Expenditures & Transfers Out	<u>\$20,132,689</u>	<u>\$30,522,183</u>	<u>\$65,200,000</u>
Beginning Fund Balance	\$65,699,964	\$46,346,737	\$93,218,946
Ending Fund Balance	\$46,346,737	\$93,218,946	\$28,618,946

Ordinance 20-O-13

EXHIBIT B

2021-2022 FUNDED POSITION COUNT

DESCRIPTORS	2019/2020		2020/2021		2021/2022	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS						
Mayor & Council	7		7		7	
City Manager	13		11		11	
Finance	18	1	19	1	21	0
Purchasing	2		2		3	
Facilities Maintenance	11	2	12	2	13	1
Information Technology	20	1	22	0	24	
Communications	6		6	1	6	1
Legal	9		9		9	
Human Resources	10	0	10	1	10	1
Planning	14	12	15	12	15	12
Transportation	25	6	27	7	27	7
Building & Codes	26		25		25	
City Court	6		6		7	
Police	351	46	369	48	376	48
Fire	236	3	238	1	241	1
Fleet Services	16		17		20	
Engineering	14		14		15	
Street	51	9	51	9	51	9
Civic Plaza	1		1		1	
Recreation	90	282	89	325	89	325
Golf	15	40	15	44	15	44
Solid Waste	43		46		47	
Community Development	1	1	3	0	3	0
Total General Fund	985	403	1014	451	1036	449
Airport Fund	3	8	4	10	4	10
	3	8	4	10	4	10
	988	411	1018	461	1040	459

ORDINANCE 21-O-13 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2021-2022, and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on Thursday, May 20, 2021 and is prepared to adopt its financial plan for Fiscal Year 2021-2022.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2021 and ending June 30, 2022, including the payment of principal of and interest on bonds and other obligations of the City maturing in 2021-2022, for the City's General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

(The FY 2019-2020 and 2020-2021 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the Fiscal Year 2021-2022, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the Fiscal Year 2021-2022, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the Fiscal Year 2021-2022 that may have already transpired at the taking effect date of this Ordinance as well as for the entire Fiscal Year 2021-2022.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the Fiscal Year 2021-2022 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2021-2022 at the earliest practicable time, 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: 05/20/2021

Item Title: FY22 Budget Resolutions

Department: Budget

Presented by: Erin Tucker

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

Approval of the FY22 Budget Resolutions

Staff Recommendation

Approve resolutions for Water Resources, Stormwater Utility Management, City Schools, and Evergreen Cemetery.

Background Information

The FY22 Budgets were submitted to Council on May 14, 2021. Council held a special budget review session on May 20, 2021 regarding these budgets.

Council Priorities Served

Responsible budgeting

The FY22 Budgets address the current economic conditions and necessary expenditures of each of these funds.

Operational Issues

FY22 Budget approval is required before June 30, 2021 in order to continue operations beginning July 1, 2021.

Fiscal Impact

The FY22 City Schools Budget projects use of \$2.67 million of the General Purpose School Fund Balance. The remaining budgets presented are balanced.

Attachments

1. 21-R-17 – Water Resources Department
2. 21-R-18 – Stormwater Utility Management
3. 21-R-19 – City Schools
4. 21-R-20 – Evergreen Cemetery

RESOLUTION 21-R-17 approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2021-2022.

WHEREAS, the Murfreesboro Water Resources Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Water Resources Department for the Fiscal Year 2021-2022, as adopted and recommended by the Murfreesboro Water Resources Board on April 27, 2021 and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2021; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

Resolution 21-R-17

Exhibit A

	Actual 2019-2020	Estimated 2020-2021	Proposed 2021-2022
<u>WATER RESOURCES DEPARTMENT:</u>			
REVENUES			
Other Sources	\$ 64,660,573	\$ 65,326,241	\$ 66,609,000
Total Revenue	<u>\$ 64,660,573</u>	<u>\$ 65,326,241</u>	<u>\$ 66,609,000</u>
EXPENDITURES			
Personnel Costs	\$ 12,483,000	\$ 13,159,000	\$ 14,724,000
Other Costs	30,095,019	36,747,000	35,854,000
Total Expenditures	<u>\$ 42,578,019</u>	<u>\$ 49,906,000</u>	<u>\$ 50,578,000</u>
Beginning Fund Balance	\$ 406,850,942	\$ 428,933,496	\$ 444,353,737
Ending Fund Balance	\$ 428,933,496	\$ 444,353,737	\$ 460,384,737
Employee Positions	163	165	170
Employees - Part Time	5	5	7

RESOLUTION 21-R-18 approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2021-2022.

WHEREAS, the Murfreesboro Water Resources Board recommended a proposed Stormwater Utility Management Fund budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Stormwater Utility Management Fund for the Fiscal Year 2021-2022, as adopted and recommended by the Water Resources Board on April 27, 2021, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2021; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

Resolution 21-R-18

Exhibit A

	Actual 2019-2020	Estimated 2020-2021	Proposed 2021-2022
<u>STORMWATER :</u>			
REVENUES			
Other Sources	\$ 3,159,433	\$ 3,207,600	\$ 3,262,000
Total Revenue	<u>\$ 3,159,433</u>	<u>\$ 3,207,600</u>	<u>\$ 3,262,000</u>
EXPENDITURES			
Personnel Costs	\$ 576,500	\$ 465,500	\$ 738,500
Other Costs	2,612,816	1,810,874	1,592,650
Total Expenditures	<u>\$ 3,189,316</u>	<u>\$ 2,276,374</u>	<u>\$ 2,331,150</u>
Beginning Fund Balance	\$ 10,054,015	\$ 10,024,132	\$ 10,955,358
Ending Fund Balance	\$ 10,024,132	\$ 10,955,358	\$ 11,886,208
Employee Positions	7	7	9
Employees - Part Time	0	0	0

RESOLUTION 21-R-19 approving the budget of the Murfreesboro City Schools for the Fiscal Year 2021-2022, which budget includes the general purpose fund, the extended school program fund, the federal and state program funds, the cafeteria fund, and the debt service fund.

WHEREAS, the Murfreesboro City School Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds including the Murfreesboro City Schools; and,

WHEREAS, a synopsis of the final proposed budget is attached as Exhibit A.

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

SECTION 1. The budget of the Murfreesboro City Schools for the Fiscal Year 2021-2022, including the general purpose fund, the federal and state program funds, the extended school program fund, and the cafeteria fund, as adopted by the Murfreesboro City School Board on May 11, 2021 and as modified to state the School Debt Service Fund amount estimated by staff, is hereby approved. A synopsis of that budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2021; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

Resolution 21-R-19
Exhibit A

Proposed Budget
2021-2022
City of Murfreesboro

	Actual 2019-2020	Estimated 2020-2021	Proposed 2021-2022
CITY SCHOOLS:			
REVENUES			
Local Taxes	\$ 29,255,071	\$ 29,400,700	\$ 30,403,000
State of Tennessee	46,466,005	49,902,228	49,652,915
Federal Government	1,191,377	\$50,000	\$25,000
Other Sources	9,282,618	8,676,044	10,129,603
Total Revenue	\$ 86,195,071	\$ 88,028,972	\$ 90,210,518
EXPENDITURES			
Salaries	57,840,413	\$ 60,093,801	\$ 61,974,245
Other Costs	26,810,661	30,987,717	30,905,371
Total Expenditures	\$ 84,651,074	\$ 91,081,518	\$ 92,879,616
Beginning Fund Balance	\$ 7,592,172	\$ 9,136,169	\$ 6,083,623
Ending Fund Balance	\$ 9,136,169	\$ 6,083,623	\$ 3,414,525
Employee Positions	1,145	1,223	1,221
Employees - Part Time	79	44	44
CITY SCHOOLS ESP:			
REVENUES			
Other Sources	\$ 5,081,928	\$ 5,068,548	\$ 5,111,817
Total Revenue	\$ 5,081,928	\$ 5,068,548	\$ 5,111,817
EXPENDITURES			
Salaries	\$ 2,772,816	\$ 3,609,554	\$ 3,798,811
Other Costs	961,725	1,257,739	1,236,346
Total Expenditures	\$ 3,734,541	\$ 4,867,293	\$ 5,035,157
Beginning Fund Balance	\$ 487,938	\$ 1,835,325	\$ 2,036,580
Ending Fund Balance	\$ 1,835,325	\$ 2,036,580	\$ 2,113,240
Employee Positions	29	32	32
Employees - Part Time	182	212	212

	Actual 2019-2020	Estimated 2020-2021	Proposed 2021-2022
<u>SCHOOL FEDERAL AND STATE PROGRAMS FUND:</u>			
REVENUES			
State of Tennessee	\$0	\$0	\$0
Federal Government	3,755,335	12,347,435	16,556,402
Total Revenue	<u>\$3,755,335</u>	<u>\$12,347,435</u>	<u>\$16,556,402</u>
EXPENDITURES			
Salaries	\$2,383,342	\$3,907,400	\$5,780,955
Other Costs	1,398,552	8,440,035	10,775,447
Total Expenditures	<u>\$3,781,894</u>	<u>\$12,347,435</u>	<u>\$16,556,402</u>
Beginning Fund Balance	\$1,706,976	\$1,680,417	\$1,680,417
Ending Fund Balance	\$1,680,417	\$1,680,417	\$1,680,417
Employee Positions	50	51	72
Employees - Part Time	1	1	1
<u>SCHOOL CAFETERIA FUND:</u>			
REVENUES			
State of Tennessee	\$46,210	\$40,017	\$42,000
Federal Government	4,207,537	6,318,983	6,020,631
Other Sources	745,346	100,000	557,425
Total Revenue	<u>\$4,999,093</u>	<u>\$6,459,000</u>	<u>\$6,620,056</u>
EXPENDITURES			
Salaries	\$1,843,582	\$1,481,539	\$2,231,681
Other Costs	3,537,314	2,693,461	3,808,568
Total Expenditures	<u>\$5,380,896</u>	<u>\$4,175,000</u>	<u>\$6,040,249</u>
Beginning Fund Balance	\$2,976,668	\$2,594,865	\$4,878,865
Ending Fund Balance	\$2,594,865	\$4,878,865	\$5,458,672
Employee Positions	33	33	33
Employees - Part Time	67	45	55
<u>SCHOOL DEBT SERVICE FUND:</u>			
REVENUES			
Transfers In	\$6,761,820	\$9,965,672	\$5,018,506
Total Revenues	<u>\$6,761,820</u>	<u>\$9,965,672</u>	<u>\$5,018,506</u>
EXPENDITURES			
Principal	\$5,229,851	\$8,574,160	\$3,727,086
Interest	1,531,969	1,391,512	1,291,420
Total Expenditures	<u>\$6,761,820</u>	<u>\$9,965,672</u>	<u>\$5,018,506</u>
Beginning Fund Balance	\$0	\$0	\$0
Ending Fund Balance	\$0	\$0	\$0

RESOLUTION 21-R-20 approving the budget of the Evergreen Cemetery for the Fiscal Year 2021-2022.

WHEREAS, the Evergreen Cemetery presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Evergreen Cemetery for the Fiscal Year 2021-2022, as recommended by the Evergreen Cemetery Board active through its Executive Committee is hereby approved as shown on Exhibit A. This approval shall be as of July 1, 2021; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

Resolution 21-R-20
Exhibit A

2021 - 2022 Budget Year							
EVERGREEN CEMETERY							
	2018 - 2019	2019-2020	2020 - 2021	2020 - 2021	2021- 2022	Increase/	% Change
Description	Actual	Actual	Budget	Estimated	Budget	(Decrease)	
Net Lot Sales	337,652	237,246	305,225	425,000	390,000	84,775	27.77%
Opening Graves	351,115	372,630	306,625	375,000	320,000	13,375	4.36%
Bronze Sales	1,677	1,756	5,000	10,000	5,000	-	0.00%
Perpetual Care Trust	60,054	68,119	55,000	55,000	60,000	5,000	9.09%
Other Income (Interest on Notes)	4,625	2,250	3,000	3,625	3,500	500	16.67%
Total Revenues	755,123	682,001	674,850	868,625	778,500	103,650	15.36%
Superintendent's Salary	48,633	49,400	49,500	49,500	51,000	1,500	3.03%
Director/Office Personnel	112,523	114,780	146,500	147,000	162,800	16,300	11.13%
Labor	183,197	182,755	204,100	204,000	242,500	38,400	18.81%
Employee Benefits	62,728	56,183	68,000	80,000	80,000	12,000	17.65%
Utilities	7,604	6,103	8,200	6,200	7,000	(1,200)	-14.63%
Insurance	20,993	23,745	25,500	24,000	25,000	(500)	-1.96%
Telephone	4,468	5,470	4,800	5,100	5,500	700	14.58%
Uniforms	2,259	304	1,500	1,100	1,200	(300)	-20.00%
Cemetery Supplies	8,598	6,125	8,500	8,400	8,500	-	0.00%
Office Supplies	2,732	3,909	4,000	4,000	4,500	500	12.50%
Equipment and Maintenance Repairs	14,113	15,031	8,500	6,500	8,000	(500)	-5.88%
Miscellaneous	18,227	22,176	15,000	15,000	15,000		0.00%
Professional Fees	9,445	6,000	15,000	6,020	7,000	(8,000)	-53.33%
Postage/Freight	2,535	1,232	2,750	2,500	2,500	(250)	-9.09%
Truck Expenses (Gas, Oil, etc.)	7,288	7,478	8,500	7,800	8,500	-	0.00%
Payroll Taxes	24,712	23,295	28,000	25,000	28,000	-	0.00%
Other Expenses(Paving, Landscaping, etc)	-		3,000	14,670	80,000	77,000	2566.67%
Land Development	-		25,000	21,000		(25,000)	-100.00%
New Equipment	-	50,377	40,000	41,200	40,000	-	0.00%
Dumpster	1,019	1,019	1,000	1,500	1,500	500	50.00%
Building/Fence Repair	-		7,500	8,800		(7,500)	-100.00%
Total Expenses	531,074	575,382	674,850	679,290	778,500	103,650	15.36%

2021 - 2022 Budget Year EVERGREEN CEMETERY UNIFIED PAY PLAN

SUPERINTENDENT GROUNDS #118	51,000	
EXECUTIVE DIRECTOR #125	71,800	
ASSISTANT DIRECTOR #116	47,500	
ADMINISTRATIVE AID 1 #110	39,500	
ASSISTANT SUPERINTENDENT #111	37,500	\$15.00 per hour
GROUNDS/MAINTENANCE #LEAD	37,500	\$15.00 per hour
GROUNDS/MAINTENANCE #104	32,500	\$14.00 per hour
GROUNDS/MAINTENANCE #104	32,500	\$14.00 per hour
GROUNDS/MAINTENANCE #104	32,500	\$14.00 per hour
GROUNDS/MAINTENANCE Part time	24,000	\$13.00 per hour
TEMPS	50,000	
PER BUDGET	<u>456,300</u>	

(\$56,200 increase from 2020-2021 Budget)

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Other Post-Employment Benefits (OPEB)

Department: Finance

Presented by: Melissa Wright, City Recorder

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

Annual OPEB election for retirees' medical benefits.

Staff Recommendation

Approve 21-R-16 to provide other post-employment benefits for retirees for FY 22.

Background Information

The City (excluding school and cemetery employees) provides medical insurance benefits for retirees.

The available benefit is based on the employee's age at retirement and number of years of service. The City has chosen to use the pay-as-you-go method of funding. Since the benefit is not a part of the City's pension or retirement plans, an annual election whether to continue providing the benefit is required. The attached resolution describes the eligibility requirements and the cost to the employee. GASB 75 information is also disclosed, which requires the City to disclose the OPEB liability based on the assumption that the City will continue to offer the current benefits in the future.

Council Priorities Served

Responsible budgeting

The use of pay-as-you go gives the City an opportunity to choose and evaluate offering this benefit on an annual basis.

Fiscal Impacts

The FY 22 budget includes OPEB benefits based on the same basis as currently offered in FY 21.

Attachment

Resolution 21-R-16

RESOLUTION 21-R-16 to provide other post-employment benefits for retirees for FY 2021-2022.

WHEREAS, the City of Murfreesboro has chosen to provide post-employment benefits other than a pension to its retirees in previous fiscal years; and,

WHEREAS, the City of Murfreesboro wishes to provide other post-employment benefits (“OPEB”) to its retirees for Fiscal Year 2021-2022 in the form of allowing said retirees to participate in the City’s Health Benefits Plan on a cost shared basis under certain terms and conditions; and,

WHEREAS, for this OPEB purpose, the City includes the Water and Sewer Department, the qualifying former Murfreesboro Electric Department (MED) employees, but not the Murfreesboro City School System, or the Evergreen Cemetery; and,

WHEREAS, the City has heretofore chosen, and is choosing again for the upcoming fiscal year to pay the cost of providing the City portion of the insurance benefit with current revenue and not to set aside funds for the City’s OPEB obligation; and,

WHEREAS, although funded from current revenues, providing such other post-employment benefits means that the City is required to estimate the future cost of continuing to provide the benefits and to include said cost estimate in its comprehensive annual financial report as an accrued liability (although it is under no legal obligation to continue to maintain the benefits) under current GASB (General Accounting Standards Board) standards; and,

WHEREAS, to comply with GASB standards, the total OPEB obligation is projected every two years by the City’s actuary, Findley, and their projection of the estimated net OPEB obligation for all employees for all years for purposes of GASB 75 as projected July 1, 2020, not including the former MED qualifying employees, was \$145,169,308 as of June 30, 2020, and projected to be \$157,753,709 as of June 30, 2021; the estimated liability as of June 30, 2020 for the former MED employees, as projected July 1, 2020 is \$5,872,633; when the next projection is done the former MED employees will be included in the City’s projections and,

WHEREAS, in light of all of the foregoing, the City Council is choosing to recognize the service provided to the City and its taxpayers by its retired employees by continuing the option for retirees to obtain OPEB benefits for the upcoming fiscal year.

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

SECTION 1. A City employee may continue to participate in the City’s Health Benefits Plan after retirement for FY 2021-2022 if either:

- a) the employee has attained age 55, has completed 15 years of continuous

service with the City, has had 5 years of continuous coverage in the City's Health Benefits Plan in the 5 years preceding the employee's retirement, and the City employee has retired under the City's pension plan.

OR,

b) the employee has completed 30 years of continuous service with the City, has had 5 years of continuous coverage in the City's Health Benefits Plan immediately preceding retirement, and the City employee has retired under the City's pension plan.

OR,

c) the individual was actively receiving retiree medical benefits with Murfreesboro Electric Department (MED) on June 30, 2020.

SECTION 2. Retired employees meeting the eligibility requirement in Section 1 may participate in the City's Health Benefits Plan:

a) until the retired employee attains age 65. If the employee is age 65 or greater at retirement or if the retired employee attains age 65, the employee is no longer eligible to participate in the City's Health Benefits Plan but is eligible to participate in the City's Medicare Supplement Plan.

OR

b) former MED retirees and/or eligible spouse or eligible dependents meeting the eligibility as stated in Section 1 may participate in the City's Health Benefits Plan until the retired employee attains age 65. If the employee is age 65 or greater or if the retired employee attains age 65, the employee is no longer eligible to participate in the City's Health Benefits Plan but is eligible to participate in the City's Group Insurance plan provided.

SECTION 3. The cost of a retired employee's participation in the City's Health Benefits Plan or in the Medicare Supplement Plan will be shared between the retired employee and the City with the retired employee paying approximately 20% of the cost and the City paying approximately 80% of the cost.

For former MED participants in the City's Health Benefits Plan, the Medicare Supplement Plan costs will be shared between the retiree and the City with the retiree paying approximately 10% -12%, depending on type of coverage. The City will pay the remaining cost.

For FY 2021-2022, the retired employee's monthly cost to participate in the Medicare Supplement Plan will be: \$100.20 for individual coverage; \$200.40 for individual plus child(ren) coverage; \$200.40 for individual plus spouse coverage; and, \$300.60 for family coverage.

For FY 2021-2022, the cost for MED retirees on the City's Group Insurance plan will be \$40.50, unless grandfathered into the plan at no premium charge. Spouses of MED retirees pay \$405.00. Remaining premium costs of MED retirees and spouses will be paid by the City.

The retired employee, or eligible spouse or eligible dependent, must pay the participant's cost of such Health Benefits Plan or Medicare Supplement Plan coverage when and as directed by the Human Resources Department.

SECTION 4. Eligible retired employees and/or their spouses may participate in the City's Health Reimbursement Arrangement (HRA) - Medicare Plan without any cost to them. Participants will receive \$180.00 (or \$360.00 for family coverage) per month to use for qualified medical expenses.

SECTION 5. Eligible retired MED employees and/or their spouses receive life insurance benefits of \$5,000.00 at no charge.

SECTION 6. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Wee Care Daycare Kitchen and Laundry Renovation – Award of Contract

Department: Administration

Presented by: Kayla Walker, Project Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Recommendation of construction award for the renovation of Wee Care Daycare Kitchen and Laundry.

Staff Recommendation

Approve the award of the project to the bidder, Rice Construction Co LLC.

Background Information

The Wee Care Daycare facility at 510 Hancock Street was constructed in 1980 with funds provided by the Department of Housing and Urban Development’s Community Development Grant. The property is city-owned and is currently leased as a Strategic Partnership in-kind donation to Wee Care Daycare.

This project consists of a nonstructural renovation to a City-owned facility which will enhance safety and ADA standards for the facility users in the kitchen and pantry area. The pantry area will be renovated to include washer and dryer connections, along with shelving. The kitchen area is slated to receive new flooring, cabinets, and appliances. Staff advertised the contract and one bid was received on April 29, 2021 for the referenced project. A bid in the amount of \$103,129 was submitted by Rice Construction Co LLC. The architect had estimated the project at \$76,054 in January 2021 resulting in a 35% increase due to the current economic climate for construction labor and material.

Council Priorities Served

Maintain Public Safety

These improvements will maintain a safe public facility for the community and the Wee Care Daycare program.

Fiscal Impact

The primary funding source for this design contract will be from the Community Development Block Grant (CBDG).

Attachments

Construction Contract with Rice Construction Co LLC



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 21 day of May in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Contractor:
(Name, legal status, address and other information)

Rice Construction Co LLC
2327 Gravett Street
Murfreesboro, TN 37130

for the following Project:
(Name, location and detailed description)

Wee Care Daycare Kitchen and Pantry Renovation
City of Murfreesboro – Community Development
510 S Hancock Street
Murfreesboro, TN 37130

The Architect:
(Name, legal status, address and other information)

CMH Architects
1800 International Park Drive
Suite 300
Birmingham, Alabama 35243

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than sixty (60) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

Init.
/

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one hundred three thousand one hundred twenty-nine dollars (\$ 103,129), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated Damages

§ 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$500.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

§ 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor’s delays. This provision for liquidated damages for delay shall in no manner affect the Owner’s right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause

Init.

shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2

(Paragraphs deleted)

At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

§ 5.1.3 Provided the Application for Payment and all required supporting documentation is received by the Architect not later than the fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 [Intentionally omitted.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the

(Paragraphs deleted)

daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

AIA Document A201™–2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Tel: (615) 849-2629
Email: ctindall@murfreesborotn.gov

or his designee as indicated in writing from time to time.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tim Rice, Owner
Rice Construction Co LLC
2327 Gravett Street
Murfreesboro, TN 37130
Tel: 731-616-7423
Email: riceconstruction@gmail.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 [Intentionally Omitted]
- .5 Drawings

Number	Title	Date
G0.0	Cover Sheet	02/10/2021
G0.1	ADA Standards & Details	02/10/2021
A0.1	Life Safety Plan & Code Data	02/10/2021
A2.0	Demo & New Work Floorplans	02/10/2021
A2.1	Demo & New Reflected Ceiling Plans	02/10/2021
A4.0	Interior Elevations & Millwork Details	02/10/2021
M1.0	HVAC Floor Plan	02/10/2021

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/

P0.1	Schedule, Legends, Details & Notes	02/10/2021
P0.2	Specs 1 of 1	02/10/2021
P1.0	Non-Pressure & Pressure Piping – New Work Plans	02/10/2021
E0.1	Legend and Notes	02/10/2021
E0.2	Specifications	02/10/2021
E1.1	Existing Floor Plan	02/10/2021
E2.1	Floor Plan - Electrical	02/10/2021

.6 Specifications

Section	Title	Date	Pages
Single File Spec	Specifications for Wee Care Daycare	04/05/2021	153

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	04/07/2021	
Addendum 2	04/19/2021	
Addendum 3	04/21/2021	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Shane McFarland, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Tim Rice, Owner
(Printed name and title)

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Init.

/

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:50:39 ET on 05/18/2021.

PAGE 1

AGREEMENT made as of the 21 day of May in the year 2021

...

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Rice Construction Co LLC
2327 Gravett Street
Murfreesboro, TN 37130

...

Wee Care Daycare Kitchen and Pantry Renovation
City of Murfreesboro – Community Development
510 S Hancock Street
Murfreesboro, TN 37130

...

CMH Architects
1800 International Park Drive
Suite 300
Birmingham, Alabama 35243

PAGE 2

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement be the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.

...

[] — ~~X~~ Not later than sixty (60) calendar days from the date of commencement of the Work.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred three thousand one hundred twenty-nine dollars (\$ 103,129), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.5 Liquidated damages, if any: Damages

~~(Insert terms and conditions for liquidated damages, if any.)~~ § 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$500.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished. § 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

...

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

§ 5.1.3 ~~Provided that an the Application for Payment and all required supporting documentation is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~ fifth day of the month, within 30 calendar days following Architect's

authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

PAGE 5

five percent (5%)

...

N/A

...

~~§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.~~[Intentionally omitted.]

...

- ~~.1~~ .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; ~~and~~
- ~~.2~~ .2 a final Certificate for Payment has been issued by ~~the Architect~~the Architect;
- ~~.3~~ .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- ~~.4~~ .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

~~—%—daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.~~

PAGE 6

Other (Specify)

AIA Document A201™-2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

...

~~§ 7.1~~ § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

~~§ 7.1.1~~ § 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

~~(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

...

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Tel: (615) 849-2629
Email: ctindall@murfreesborotn.gov

or his designee as indicated in writing from time to time.
PAGE 7

Tim Rice, Owner
Rice Construction Co LLC
2327 Gravett Street
Murfreesboro, TN 37130
Tel: 731-616-7423
Email: riceconstruction@gmail.com

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017-Exhibit A, and elsewhere in the Contract Documents.~~

...

- ~~.2 AIA Document A101™ 2017, Exhibit A, Contractor’s Insurance and Bonds Requirements~~
- ~~.3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor’s Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures~~
- ~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.) [Intentionally Omitted]~~

...

<u>G0.0</u>	<u>Cover Sheet</u>	<u>02/10/2021</u>
<u>G0.1</u>	<u>ADA Standards & Details</u>	<u>02/10/2021</u>
<u>A0.1</u>	<u>Life Safety Plan & Code</u>	<u>02/10/2021</u>
	<u>Data</u>	
<u>A2.0</u>	<u>Demo & New Work</u>	<u>02/10/2021</u>
	<u>Floorplans</u>	
<u>A2.1</u>	<u>Demo & New Reflected</u>	<u>02/10/2021</u>
	<u>Ceiling Plans</u>	
<u>A4.0</u>	<u>Interior Elevations &</u>	<u>02/10/2021</u>
	<u>Millwork Details</u>	
<u>M1.0</u>	<u>HVAC Floor Plan</u>	<u>02/10/2021</u>
<u>P0.1</u>	<u>Schedule, Legends,</u>	<u>02/10/2021</u>
	<u>Details & Notes</u>	
<u>P0.2</u>	<u>Specs 1 of 1</u>	<u>02/10/2021</u>
<u>P1.0</u>	<u>Non-Pressure & Pressure</u>	<u>02/10/2021</u>
	<u>Piping – New Work Plans</u>	

<u>E0.1</u>	<u>Legend and Notes</u>	<u>02/10/2021</u>
<u>E0.2</u>	<u>Specifications</u>	<u>02/10/2021</u>
<u>E1.1</u>	<u>Existing Floor Plan</u>	<u>02/10/2021</u>
<u>E2.1</u>	<u>Floor Plan - Electrical</u>	<u>02/10/2021</u>

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<u>Single File Spec</u>	<u>Specifications for Wee Care Daycare</u>	<u>04/05/2021</u>	<u>153</u>
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<u>Addendum 1</u>	<u>04/07/2021</u>
<u>Addendum 2</u>	<u>04/19/2021</u>
<u>Addendum 3</u>	<u>04/21/2021</u>

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Shane McFarland, Mayor

Tim Rice, Owner

...

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:50:39 ET on 05/18/2021 under Order No. 2705956690 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, the insurance and bonds required by this Exhibit.

Contractor must secure and maintain such insurance coverage and bonds, without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, in accordance with the requirements set forth below.

1. **Commercial General Liability Insurance.**

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU (explosion, collapse, and underground), and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$2,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. **Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Professional Liability. Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$1,000,000 on a form acceptable to the Owner and with tail coverage of not less than two years.

5. Umbrella Coverage. Contractor must secure, pay for, and maintain umbrella coverage in the amount of not less than \$5,000,000 on a form acceptable to the Owner. Umbrella coverage must not be limited to excess coverage that merely follows form of underlying coverages.

6. Equipment Property Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary and without exceptions in order to protect the Owner against loss of owned, non-owned, rented, or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor, its Subcontractors, or Lower Tier Entities and any construction material in transit (unless shipped FOB destination Project Site or (Incoterm) DAP Project site) or materials stored in any location other than the Site.

7. Builder's Risk. Unless otherwise instructed by the Owner, Contractor will secure a completed value, all-risk Builder's Risk policy in manuscript form acceptable to Owner for the Project (not merely the Work), including appropriate, as determinate by the Owner, coverages, coverage amounts and limits, deductibles, and exclusions. The Owner must be a named insured and the policy may not terminate until Substantial Final Completion or a certificate of occupancy applicable to the entire property is issued, whichever is latest.

8. Waiver of Subrogation. Contractor hereby waives, and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation under all policies against the Owner and other Additional Insureds for losses or damages covered by any policy of insurance. Contractor, Subcontractors, and Lower Tier Entities must provide notice of waiver to all insurance carriers.

9. Term of Coverage

- 9.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 9.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.

9.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.

9.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

10. Subcontractor and Lower-Tier Entities Insurance Requirements

10.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:

- a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
- b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
- c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

11. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 11.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 11.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 11.3 Include the Project per aggregate endorsement;
- 11.4 Waive all rights of subrogation against the Owner;
- 11.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 11.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the

right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

12. Certificates and Endorsements

- 12.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 12.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 12.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

- 13. Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

14. Suppliers and Materialmen Coverages

- 14.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 14.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

15. Condition Precedent to Starting Work

- 15.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate

directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

- 15.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
16. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
17. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
18. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.
19. **Performance Bond and Payment Bond.**

20.1 The Contractor shall provide surety bonds as follows:

Type	Penal Sum (\$0.00)
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

- 20.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- 20.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.
- 20.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
- 20.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Water Main Improvement Cost Reimbursement Agreement with Consolidated Utility District – Burnt Knob Rd Property

Department: Administration

Presented by: Sam A. Huddleston, Executive Director Development 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

Cost Reimbursement Agreement with Consolidated Utility District (CUD) for water main improvements on City property on Burnt Knob Road.

Staff Recommendation

Approve the Cost Reimbursement Agreement with CUD.

Background Information

CUD contracted under a potential land development project for water main work on Burnt Knob Road and has awarded the construction contract for the proposed work. That project, however, has been placed on hold. CUD has offered to continue the water expansion to benefit the City-owned 840 acre-site recognizing that site requires upgrades to increase economic development opportunities.

As shown on the project map, the City assumes responsibility for the cost of an 8" water main, and CUD will incur the incremental expense of upgrading the water main to 12" plus contract and project administration. Participation with CUD will improve the property and avoid the future cost of water main upgrades and project and contract administration.

Council Priorities Served

Responsible budgeting

Engaging in the current proposed contractual arrangement reduces the cost of future construction and project administration.

Improve economic development

Improving the site benefit from this project increases the economic development opportunities for this site.

Fiscal Impact

The estimated cost for City participation, \$165,495, will be funded from Economic Development Budget.

Attachment

Cost Reimbursement Agreement for Water Main Improvements

**AGREEMENT
FOR WATER MAIN IMPROVEMENTS ALONG BURNT KNOB ROAD
FOR FUTURE DEVELOPMENT OF CITY PROPERTY**

THIS AGREEMENT FOR WATER MAIN IMPROVEMENTS ALONG BURNT KNOB ROAD FOR FUTURE DEVELOPMENT OF CITY PROPERTY is effective this the _____ day of _____ 2021 by and between the City of Murfreesboro, Tennessee ("City") and the Consolidated Utility District of Rutherford County, Tennessee ("CUD").

WITNESSETH:

WHEREAS, City is planning to develop certain property located at 4901 Burnt Knob Road, Murfreesboro, TN (the "Site") which is owned by the City of Murfreesboro for future commercial uses including possibly subdividing it into several parcels with interior roads; and

WHEREAS, the existing water utility system must be upgraded and new lines installed to serve the Site; and

WHEREAS, City desires to have CUD upgrade the water utility system and install new lines to serve the Site in accordance with the drawing attached as Exhibit "A" (the "Project"); and

WHEREAS, the City and CUD have agreed that the City's portion of the Project shall be an amount equal to what the costs would be to install an eight-inch (8") ductile water line;

WHEREAS, an eight-inch (8") water utility main would be sufficient to serve the Site, but CUD desires to upsize certain new water lines *to* be twelve-inch (12") lines in order *to* accommodate future growth and CUD also desires *to* extend the new water lines *to* connect *to* an existing twelve-inch (12") water line near Veterans Parkway; and

WHEREAS, CUD has agreed to pay the difference in cost to upsize the water lines for the Project from the costs of an eight-inch (8") line to the costs for a twelve-inch (12") line;

WHEREAS, CUD is willing *to* undertake the Project to serve the Site with the agreement that the City will be responsible for certain costs of the same as provided hereinbelow.

NOW, THEREFORE, in consideration of the promises and mutual agreements and conditions hereafter set forth, it is agreed between CUD and the City as follows:

1. CUD will cause the necessary plans and specifications to be prepared for the Project as shown on the drawing attached as Exhibit "A" and the costs of design and engineering the same will solely be the responsibility of CUD.

2. CUD shall be responsible *to* contract for the construction of the Project, but City will be responsible *to* pay CUD an amount equal to the equivalent cost for an eight-inch (8") ductile water line in the area shown in red on the attached Exhibit "A". CUD currently estimates

the cost for an eight-inch (8") ductile water line to be One Hundred Sixty-Five Thousand Four Hundred Ninety-Five and 00/100 Dollars (\$165,495.00) ("City Contribution") as detailed in Exhibit "B", but said cost estimate can only be held by the contractor for the Project until -----'J'-'u°'n'-'e'-1c, 2021. City agrees to pay CUD the City Contribution within thirty (30) days of being invoiced for the same by CUD. Additionally, if CUD incurs any additional costs or change orders related to what the cost would *be* for an eight-inch (8") ductile water line for the Project, the City will be responsible to pay CUD for the same within thirty (30) days of being billed for the same by CUD.

3. Except as to easements from the City, CUD will obtain any necessary easements for the Project at the expense of CUD and the costs of easements will not be a cost of the Project to be paid by the City. The City has granted CUD a thirty-foot (30') wide water utility easement across the Site for the purposes of this Project at no cost to CUD. The City agrees to grant CUD such additional temporary easements across the Site as CUD requires to construct the project at no cost to CUD.

4. CUD will be responsible to obtain the approval of the Tennessee Department of Environment and Conservation, Division of Water Supply, ("TDEC") and other regulatory bodies, if any, exercising jurisdiction over the water system with respect to the proposed location, size of proposed pipelines, and appurtenances thereto. Construction shall not begin until such plans are approved by TDEC. CUD is responsible for all costs associated with engineering (both design and permitting) the Project.

5. CUD at CUD's sole cost and expense will inspect the installation of the water lines and appurtenances thereto in accordance with CUD's plans and specifications.

6. This agreement is further subject to the Rules and Regulations of CUD, as now adopted or hereafter amended from time to time, to the extent the same are not in conflict herewith. Said Rules and Regulations are by reference hereto incorporated herein by reference as if set forth herein at length verbatim.

7. In the event either party brings action to enforce this Agreement, the court may award the prevailing party reasonable attorney fees in addition to any other relief said party may be entitled.

8. BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY.

9. Time is of the essence of this Agreement.

(EXECUTION ON FOLLOWING PAGE)

EXECUTED effective the date written above.

THE CONSOLIDATED UTILITY
DISTRICT OF RUTHERFORD
COUNTY, TENNESSEE:

By:  _____
William Dunnill, General Manager |

CITY OF MURFREESBORO

BY: _____

TITLE: Mayor

ATTESTED TO BY: _____

TITLE: _____

EXHIBIT "A"

DRAWING OF WATER MAIN IMPROVMENTS

±E

TAX MAP 78G-A
PARCEL 15.00

EXISTING 6" WATER LINE
TO BE ABANDONED IN PLACE

TAX MAP 78G-A
PARCEL 17.00

TAX MAP 78G-A
PARCEL 16.00

CUD IS SOLELY RESPONSIBLE FOR
RIVER ROAD CONCERN
EXISTING 6" WATER MAIN
SERVICING CRITTON COURT,
EXISTING 6" WATER
LINE TO BE ABANDONED
IN PLACE

TAXMAP78
PARCEL 107.00

TAXMAP78G
PAR 400

TAXMAP78
PARCEL 38.08

THIS IS PORTION OF THE PROPOSED
12" WATER LINE.
END OF EXISTING
CUD 12" WATER LINE

CITY OF MURFREESBORO SHALL REIMBURSE
CUD FOR THE COST OF AN 8" AND CUD SHALL
BE RESPONSIBLE FOR THE COST TO UPSIZE

JAYEN
PROPERTIES
TAXMAP78

CARDER
TAXMAP78

PARCEL 38.05

PARCEL 38.04

CITY OF MURFREESBORO

TAXMAP78

END OF EXISTING CUD
12" WATER LINE

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

EXHIBIT 'A'
BURN T KNOB ROAD
WATER MAIN IMPROVEMENT
PROJECT



JAMES C. HAILEY & COMPANY
Consulting Engineers
1619 GALLERIA BOULEVARD
BRENTWOOD, TENNESSEE 37027

APR 2012

20186

EXHIBIT "B"

CONSTRUCTION COST ESTIMATE

Exhibit 8

Burnt Knob Road Water Main Improvements

CONSTRUCTION COST ESTIMATE

April 2021

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	8" PRESSURE CLASS 350 DUCTILE IRON WATER LINE	1,800 L.F.	80.00	144,000.00
2	8" GATE VALVE & BOX	4 EA.	1,300.00	5,200.00
3	D.I.M.J. FITTINGS	850 LB.	2.70	2,295.00
4	FIRE HYDRANT ASSEMBLY	3 EA.	3,600.00	10,800.00
5	REVERSE KICKER	1 EA.	600.00	600.00
6	CRUSHED STONE	50 TN.	20.00	1,000.00
7	CLASS "B" CONCRETE	8 C.Y.	200.00	1,600.00
TOTAL ESTIMATED CONSTRUCTION COST				\$ 165,495.00

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Vehicle Purchase for Code Enforcement Inspectors

Department: Building and Codes

Presented by: Kevin Jones, Assistant Director of Building Codes

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval to purchase four Ford F-150's for Departmental use.

Staff Recommendation

Approval to purchase four Ford F-150's through Ford of Murfreesboro under State contract.

Background Information

The Building and Codes Department is transitioning from inspectors using their personal vehicles to city owned vehicles.

Council Priorities Served

Maintain public safety

These vehicles will allow more visibility for our department on job sites and in neighborhoods for code enforcement.

Fiscal Impact

Funding for this purchase is approved in CIP FY21. Total for this purchase is \$96,716.

Attachments

1. Ford of Murfreesboro Quote
2. Contract

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/64470

TO: City of Murfreesboro

DATE	5/14/2021
F.O.B.	
TERMS	30 Days ARO
DELIVERY	TBD
NUMBER	

We are pleased to quote you the following:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
3	F1C	F-150 Regular Cab 4x2	\$22,764.00	\$68,292.00
3	OPT	Additional Options	\$579.00	\$1,737.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
		Total Price	\$23,343.00	\$70,029.00

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



QUOTE SIGNED

May 14, 2021

DATE



Prepared by: Jason McCullough
05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	\$28,940.00
Packages		
101A	Equipment Group 101A High	\$2,080.00
	- Option Discount	-\$750.00
	<i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual. - XL Power Equipment Group - Power Glass Sideview Mirrors w/Black Skull Caps Includes heat and manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front Windows - Cruise Control - Reverse Sensing System	
Powertrain		
995	Engine: 5.0L V8	\$1,995.00
	<i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - 3.15 Axle Ratio - GVWR: 6,200 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	
X15	3.15 Axle Ratio	Included
NONGV1	GVWR: 6,200 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		

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



Prepared by: Jason McCullough

05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
122WB	122" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
85A	XL Power Equipment Group <i>Includes: - Power Glass Sideview Mirrors w/Black Skull Caps Includes heat and manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front Windows</i>	Included
76R	Reverse Sensing System	Included
Fleet Options		
50S	Cruise Control	Included
Interior Color		
AS_02	Black Medium Dark Slate	N/C
Exterior Color		
YZ_01	Oxford White	N/C
Upfit Options		
TOOLBOX	Crossbox Toolbox	\$579.00
SUBTOTAL		\$32,844.00
Destination Charge		\$1,695.00
TOTAL		\$34,539.00

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



Prepared by: Jason McCullough
05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130

Major Equipment

(Based on selected options, shown at right)

5.0L V-8 DOHC w/port/direct injection 400hp
10 speed automatic w/OD

- * Auto stop-start feature
- * 4-wheel ABS
- * Electric parking brake
- * P 245/70R17 BSW AS S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Streaming audio
- * Dual power remote heated mirrors
- * 17 x 7.5 steel wheels
- * Driver and front passenger seat mounted side airbags
- * SecurILock immobilizer
- * Reclining front split-bench seats
- * Front axle capacity: 3750 lbs.
- * Front spring rating: 2850 lbs.
- * Frame section modulus: 4.7 cu.in.

Exterior: Oxford White
Interior: Black Medium Dark Slate

- * Driver selectable mode
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, auxiliary audio input, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Audio control on steering wheel
- * Rear axle capacity: 4800 lbs.
- * Rear spring rating: 3800 lbs.
- * Frame Yield Strength 34800 psi

Fuel Economy

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	\$28,940.00
Transmission: Electronic 10-Speed Automatic	Included
Tires: 245/70R17 BSW A/S	Included
Wheels: 17" Silver Steel	Included
122" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/4 Speakers	Included
Equipment Group 101A High	\$2,080.00
- Option Discount	-\$750.00
SYNC 4	Included
XL Power Equipment Group	Included
Power Glass Sideview Mirrors w/Black Skull Caps	Included
Illuminated Entry	Included
MyKey	Included
Perimeter Alarm	Included
Power Door Locks	Included
Power Tailgate Lock	Included
Power Front Windows	Included
Cruise Control	Included

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



Prepared by: Jason McCullough

05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130

Major Equipment

As Configured Vehicle

	MSRP
Reverse Sensing System	Included
Engine: 5.0L V8	\$1,995.00
3.15 Axle Ratio	Included
GVWR: 6,200 lbs Payload Package	Included
Oxford White	N/C
Black Medium Dark Slate	N/C
Vinyl 40/20/40 Front Seat	N/C
SUBTOTAL	\$32,265.00
Destination Charge	\$1,695.00
TOTAL	\$33,960.00

City
17 mpg



Hwy
24 mpg

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

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/64470

TO: City of Murfreesboro

DATE	5/14/2021
F.O.B.	
TERMS	30 Days ARO
DELIVERY	TBD
NUMBER	

We are pleased to quote you the following:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W1C	F-150 Super Crew 4x2	\$26,108.00	\$26,108.00
1	OPT	Additional Options	\$579.00	\$579.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
		Total Price	\$26,687.00	\$26,687.00

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



QUOTE SIGNED

May 14, 2021

DATE



Prepared by: Jason McCullough

05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1C	Base Vehicle Price (W1C)	\$36,650.00
Packages		
101A	Equipment Group 101A High	\$920.00
	- Option Discount	-\$750.00
	<i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual. - Cruise Control - Reverse Sensing System	
Powertrain		
995	Engine: 5.0L V8	\$1,995.00
	<i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - 3.15 Axle Ratio - GVWR: 6,800 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	
X15	3.15 Axle Ratio	Included
NONGV2	GVWR: 6,800 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD

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



Prepared by: Jason McCullough

05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
PAINT	Monotone Paint Application	STD
76R	Reverse Sensing System	Included
Fleet Options		
50S	Cruise Control	Included
Interior Color		
AS_02	Black Medium Dark Slate	N/C
Exterior Color		
YZ_01	Oxford White	N/C
Upfit Options		
TOOLBOX	Crossbox Toolbox	\$579.00
SUBTOTAL		\$39,394.00
Destination Charge		\$1,695.00
TOTAL		\$41,089.00

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



Prepared by: Jason McCullough
05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130

Major Equipment

(Based on selected options, shown at right)

5.0L V-8 DOHC w/port/direct injection 400hp
10 speed automatic w/OD

- * Auto stop-start feature
- * 4-wheel ABS
- * Electric parking brake
- * P 245/70R17 BSW AS S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass

Exterior: Oxford White
Interior: Black Medium Dark Slate

- * Driver selectable mode
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, auxiliary audio input, external memory control
- * Daytime running
- * Dual power remote mirrors
- * 17 x 7.5 steel wheels
- * Driver and front passenger seat mounted side airbags
- * SecurILock immobilizer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Front axle capacity: 3750 lbs.
- * Front spring rating: 3450 lbs.
- * Frame section modulus: 5.1 cu.in.

As Configured Vehicle

STANDARD VEHICLE PRICE	\$36,650.00	MSRP
Transmission: Electronic 10-Speed Automatic	Included	
Tires: 245/70R17 BSW A/S	Included	
Wheels: 17" Silver Steel	Included	
145" Wheelbase	STD	
Radio: AM/FM Stereo w/6 Speakers	Included	
Monotone Paint Application	STD	
Equipment Group 101A High	\$920.00	
- Option Discount	-\$750.00	
SYNC 4	Included	
Cruise Control	Included	
Reverse Sensing System	Included	
Engine: 5.0L V8	\$1,995.00	
3.15 Axle Ratio	Included	
GVWR: 6,800 lbs Payload Package	Included	
Vinyl 40/20/40 Front Seat	N/C	
Oxford White	N/C	
Black Medium Dark Slate	N/C	

Fuel Economy

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



Prepared by: Jason McCullough
05/14/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130

Major Equipment

As Configured Vehicle

	MSRP
SUBTOTAL	\$38,815.00
Destination Charge	\$1,695.00
TOTAL	\$40,510.00

City
17 mpg



Hwy
24 mpg

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

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF F MURFREESBORO INC
FOR VEHICLE PURCHASE**

This Contract is entered into and effective as of the _____ day of _____ 2021 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F MURFREESBORO INC (d/b/a Ford of Murfreesboro)**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract No. 64470 with TT of F Murfreesboro, Inc.*
- *Contractor's Price Quote Sheet dated May 14, 2021 for 2021 Ford F-150 Truck 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C) with toolbox option*
- *Contractor's Price Quote Sheet dated May 14, 2021 for 2021 Ford F-150 Truck 4x2 Super Crew Cab Styleside 5.5' box 145" WB XL (W1C) with toolbox option*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract No. 64470 with TT of F Murfreesboro, Inc.*
- *Finally, Contractor's Price Quote Sheets dated May 14, 2021, for 2021 Ford F-150 Truck 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C) with toolbox option as listed per Quote and for 2021 Ford F-150 Truck 4x2 Super Crew Cab Styleside 5.5' box 145" WB XL (W1C) with toolbox option as listed per Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: Three (3) 2021 Ford F-150 Trucks 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C) with toolbox option per Contractor's Quote Sheet and one (1) 2021 Ford F-150 Truck 4x2 Super Crew Cab Styleside 5.5' box 145" WB XL (W1C) with toolbox option as listed per Quote Sheet and as set forth in the State of Tennessee Contract No. 64470 with TT of F Murfreesboro Inc., and Contractor's Price Quote Sheets dated May 14, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 64470 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the State of Tennessee No. Contract 64470 on September 30, 2021 or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Price Quote Sheets dated May 14, 2021, reflecting a price of \$23,343.00 each for three (3) 2021 Ford F-150 Trucks 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C) with toolbox option and \$26,687.00 for one (1) 2021 Ford F-150 Truck 4x2 Super Crew Cab Styleside 5.5' box 145" WB XL (W1C) with toolbox option for a **Total Purchase Price of ninety-six thousand seven hundred sixteen dollars (\$96,716.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of all items for the Building & Codes Department shall be made within 90 days of issuance of Purchase Order to Attn: Kevin Jones – Building & Codes Department – 111 W. Vine Street, Murfreesboro, TN 37130. Contact Person Kevin Jones (tel. 615-893-3750; email: kjones@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, warranty will be 3 year/36,000 miles bumper-to-bumper, and 5 year/60,000 mile powertrain warranty that covers engine, transmission, and rear differential.

5. **Indemnification.**

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

apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Ford of Murfreesboro
Attn: Jason McCullough
1550 NW Broad St.
Murfreesboro TN 37130

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated

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

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

TT of F MURFREESBORO, INC.

By: _____
Shane McFarland, Mayor

By: _____
Jason McCullough, Fleet Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



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

Statewide Multi-Year Contract Issued to:

TT of F Murfreesboro Inc.
1550 NW Broad St
Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000064470

Title: SWC# 209 - Vehicles

Start Date : October 07, 2019 End Date: September 30, 2021
Options to Renew: 0

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Lytle Street Improvements – Professional Services Agreement

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

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

Summary

Design contract for Lytle Street from North Church Street to North Academy Street.

Staff Recommendation

Staff recommends approval of the design contract with SEC, Inc. in the amount of \$117,225, subject to approval from City Attorney.

Background Information

Staff requested a proposal from SEC, Inc. for a preliminary and final design for roadway improvements to Lytle Street and from North Church Street to North Academy Street and the remaining block surrounding the former First United Methodist property. The improvements are being completed in conjunction with the redevelopment of the property to improve vehicular and pedestrian access and revise the on-street parking.

Council Priorities Served

Improve Economic Development

The improvements to Lytle Street and surrounding areas will enhance vehicular and pedestrian access to the proposed development of the former First United Methodist property.

Fiscal Impact

The primary funding source for the project will come from the 2021 bond issue.

Attachments

Professional Services Agreement from SEC, Inc. for Lytle Street Phase 3.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

**WHEN
“STUDY AND REPORT PHASE” ARE DELETED AND
“RESIDENT PROJECT REPRESENTATION” IS PROVIDED BY OWNER**

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and SEC, Inc. (ENGINEER).

OWNER intends to secure professional services for the preliminary and final design for roadway construction of Lytle Street and various roads in the vicinity. Lytle Street is proposed to be improved from its intersection with North Church Street and proceeding east for approximately 750 feet (two city blocks) plus an additional approximately 410 linear feet of North Church Street from Lytle Street toward the south to East College Street plus an additional 410 linear feet of North Spring Street from Lytle Street toward the south to East College Street plus 380 linear feet of East College Street between North Church Street and North Spring Street in Murfreesboro, Tennessee. Lytle Street will include design for a 2-lane curb and gutter section, with sidewalk, with bike lanes, to City of Murfreesboro standards. North Church Street and North Spring Street will include design for a 2-lane curb and gutter section, with sidewalk, with on-street parking, to City of Murfreesboro standards. East College Street will include design for a 2-lane curb and gutter section, with sidewalk on-street parking. This combination of roadways will hereinafter be called the Project.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER’s professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

~~1.2 Study and Report Phase~~

~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER’s requirements for the Project and review available data;~~

~~1.2.2 Advise OWNER as to the necessity of OWNER’s providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services;~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities;~~

~~1.2.4 Provide analyses of OWNER’s needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions;~~

~~1.2.5 Provide a general economic analysis of OWNER’s requirements applicable to various alternatives;~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with~~

~~appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation~~

~~shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

~~1.3 Preliminary Design Phase~~

~~After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:~~

~~1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.~~

~~1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

~~1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.~~

~~1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.~~

~~1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.~~

~~The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."~~

~~1.4 Final Design Phase~~

~~After written authorization to proceed with the Final Design Phase, ENGINEER shall:~~

~~1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the~~

~~sixteen division format of the Construction Specifications Institute).~~

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third

party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase During the Construction Phase:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C-700 (2013 ed.) of the Engineer's Joint Contract Documents Committee. The Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work.~~ Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. ENGINEER will be OWNER's agent under OWNER's supervision

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms

generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. As OWNER's representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9

Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction

milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7 Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

SECTION 2 ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under

Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, ~~mechanical and electrical~~ engineering ~~and customary architectural~~ design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services

in lieu of furnishing the same in accordance with paragraph 3.4.

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

~~2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

(See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specification occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right of way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER ~~and the Resident Project Representative (and any assistants)~~ will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for

coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project~~ as defined in Exhibit A Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of

separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further

Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5 PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 ~~For Basic Planning and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1A ~~For Basic Design Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A ~~One Prime Contract.~~ If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **\$117,225.00**. This amount does not include utility designs, which shall be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to ____% of the Construction Cost for such services.~~

5.1.1.2 ~~Several Prime Contracts.~~ If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be

~~added to the aforementioned not to exceed amount of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, _____% of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of _____ for services rendered by principals and employees assigned to resident Project representation.~~

~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of _____ for services rendered by principals and employees engaged directly on the Project.~~

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule Salary Costs times a factor of 2.75.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

~~5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

~~5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.~~

~~5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4. ~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount,~~

~~if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:~~

<i>Phase</i>	<i>Percentage</i>
Study and Report	NA
Preliminary Design	35%
Final Design	40%
Bidding or Negotiating	5%
Construction	20%
Operational	NA
	100%

5.3 Other Provisions Concerning Payments

5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses. ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably

to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1.

SECTION 6 CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of

probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advice and consent of OWNER, what types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate

in revising the Project's general scope, extent, or character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

SECTION 7 GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project.. Any reuse without

written verification or adaption by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and omissions insurance.

Insurance

Commercial General Liability	\$ 1,000,000 Limit
E&O	\$ 1,000,000 Limit
Worker's Comp	Statutory Requirements

7.4 Controlling Law

This Agreement is to be governed by the laws of the State of Tennessee.

7.5 Successors and Assigns

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8 EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of two pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of seven pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of one page.

~~8.1.4 Exhibit D, "Special Provisions," consisting of — pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part

of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

Principal Engineer	\$165/hour
Senior Engineer	\$145/hour
Professional Engineer, P.E.	\$115/hour
Professional Landscape Architect	\$115/hour
Registered Land Surveyor	\$110/hour
Senior Surveyor	\$120/hour
Survey Manager	\$110 /hour
Engineer Intern	\$ 95/hour
Landscape Architect Intern	\$ 90/hour
Senior Site Designer	\$100/hour
Site Designer	\$ 85/hour
Construction Specialist	\$ 65/hour
Survey Crew Chief	\$ 65/hour
Staff Survey Technician	\$ 50/hour
Survey CAD Technician	\$ 75/hour
Clerical Support	\$ 60/hour
2-Man Survey Crew	\$125/hour
3-Man Survey Crew	\$160/hour
GPS Survey Crew	\$135/hour
1-Man GPS/Robotic Crew	\$125/hour
1-Man Drone	\$200/hour

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

CITY OF MURFREESBORO

SEC, Inc.

By: _____

By: Mattie [Signature]

Title: _____

Title: Vice-President

Address for giving notice:

Engineering Department

City of Murfreesboro

P.O. Box 1139

Murfreesboro, Tennessee 37133-1139

Address for giving notice:

850 Middle TN. Blvd

Murfreesboro, Tennessee 37129

Phone 615-890-7901

APPROVED AS TO FORM:

Attorney for the City of Murfreesboro, Tennessee

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, between the City of Murfreesboro, Tennessee, (OWNER) and SEC, Inc. (ENGINEER), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.
2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.
3. The Basic Services relating to surveying and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.
4. As part of the Preliminary Design Phase, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

The Project will be designed in one phase. Phase 1 is defined as the preliminary and final design for roadway construction of OWNER intends to secure professional services for the preliminary and final design for roadway construction of a portion of Lytle Street from its intersection with North Church Street and proceeding east for approximately 750 feet (two city blocks) plus an additional approximately 410 linear feet of North Church Street from Lytle Street toward the south to East College Street plus an additional 410 linear feet of North Spring Street from Lytle Street toward the south to East College Street plus 380 linear feet of East College Street between North Church Street and North Spring Street in Murfreesboro, Tennessee. Lytle Street will include design for a 2-lane curb and gutter section, with sidewalk, with bike lanes, to City of Murfreesboro standards. North Church Street and North Spring Street will include design for a 2-lane curb and gutter section, with sidewalk, with on-street parking, to City of Murfreesboro standards. East College Street will include design for a 2-lane curb and gutter section, with sidewalk on-street parking. This roadway will hereinafter be called the Project.

Phase 1: The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of

Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the Final Design Phase, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER.

Phase 1: The Final Design Phase Services will be completed and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, Bidding or Negotiation Phase, is modified as follows:

The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, Construction is modified as follows:

Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

8. Section 1.7, Operational Phase, is modified as follows:

Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.

EXHIBIT B

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

- A. ENGINEER shall furnish a Project Manager (“PM”) to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER’s advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER’s existing staff. The PM as defined in this Exhibit B will provide representation to the degree defined within Appendix 1.
- B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:
- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.
 - Maximize continued pro-active planning during construction to reduce problems during execution.
 - Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.
 - Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.
 - Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.
 - Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.
 - Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.

- Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.
 - c. Coordinate with the local utility providers when the following tests are required:
 - i. Low Pressure Air Testing of Sanitary Sewer
 - ii. Infiltration/Exfiltration Testing
 - iii. Manhole Vacuum Testing
5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.

- b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. *Reports:*
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 10. *Completion:*
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

- 1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
6. Authorize OWNER to occupy the Project in whole or in part.

Scope of Services for Providing Record Survey

Paragraph 1.7.5 & 2.1.11 of the Agreement is hereby amended and supplemented to include the following agreement of the parties:

B6.03 Record Surveying Services

A. ENGINEER shall provide the following surveying services to establish Record drawings for the Jones Boulevard improvements. The surveying services under this Exhibit B will provide services to the following degree, inasmuch as the estimated time for providing these services as defined within Appendix 1 of this Exhibit is not exceeded:

- a. Horizontal and Vertical control loops providing accurate horizontal and vertical control data for construction as requested.
- b. Record Drawings of Roadway for Utilities providing an accurate representation of actual placement of utilities after construction operations.

B. The duties and responsibilities of the surveyors are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents. The Record survey shall consist of the following attributes:

- a. Potable Water Main – horizontal location and elevation of top of nut on bonnet of valves. All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.
- b. Sanitary Sewer – horizontal location of manholes and inverts of pipe; location of any sanitary sewer service cleanouts.
- c. Storm Sewer – horizontal location of manholes, inlets and junctions and inverts of pipe.
- d. Underground Electrical/Telephone/Cable – horizontal location of conduit bank will be based on input from project walk-through with project superintendent.
- e. Overhead Electric/Telephone/Cable – horizontal location of pole line.
- f. Natural Gas Mains – All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.

C. The Record survey **shall not consist** of the following attributes unless directed by Owner to capture said attributes:

- a. Sub-grade elevations within the cross-section of the proposed roadway.
- b. Curb line horizontal or vertical locations.
- c. Final topographic elevations of roadway after serving its intended use.

APPENDIX 1 TO EXHIBIT B

Estimated Costs for Project Manager during Construction Operations

Project Manager Hourly Rate = \$145.00 / hr.

Phase 1

Construction Contract Duration = 270 calendar days.

Assumed Workable Construction Days = $(5/7) \times 270 = 193$ days

Estimated Work hours per Day = 1 hour

Projected Cost for Phase 1 = 193 days x 1 hr/day x \$145.00 = \$27,985.00

Total Estimated Costs for Project Manager = \$27,985.00

Estimated Costs for Record Construction Drawings

Two-Man Survey Crew Hourly Rate = \$125.00 / hour

Site Designer Hourly Rate = \$100.00 / hour

Construction Contract Duration = 270 calendar days

Assumed Days Required for As-Built Survey = $(1/7) \times 270 = 39$ days.

Estimated Work hours per Day of 2-Man Survey Crew = 3 hours/day

Estimated CAD Tech Time for Drawings = 3 hours/day

Total = 39 days x 3 hrs/day x (\$125.00/hr + \$100.00/hr) = \$26,325.00

Total Estimated Costs for Record Drawings = \$26,325.00

Total Estimated Costs = \$27,985.00 + \$26,325.00 = \$54,310.00

Note 1: All costs associated with Project Manager and Surveying Services shall be billed hourly at the rates defined in SEC's standard hourly rates as shown in Section 8.4 of the Agreement and are not included in the not-to-exceed figure provided in Section 5.1.1.1A.

Note 2: Payment for the services defined shall be based on an hourly rate not to exceed the defined ceilings. At the time that the construction of the project is 50% complete, then an evaluation as to estimated costs for the services associated with Exhibit B and the actual fees invoiced shall be compared. Adjustments to the budget associated with the services defined within Exhibit B may occur at that time.

Note 3: ENGINEER shall assign Project Manager duties to Design Engineer or other representative as deemed necessary.

EXHIBIT C
DISPUTE RESOLUTION PROCEDURES

1. Disputes

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.
- 1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.
- 1.4 The parties must:
 - a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and
 - b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

2. Arbitration

- 2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.
 - a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").
 - b. The parties will agree upon the Arbitrator within five days of the Notice.
 - c. If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.
- 2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.
- 2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each

Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.

2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.

2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").

a. Each Party's Proposed Resolution must be fully dispositive of the dispute.

b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.

c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.

d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.

e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.

f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

3. Continuing Work Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.

4. Exceptions

4.1 Neither the OWNER nor ENGINEER are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.

4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permitting, the excise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.

4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: River Rock Beasie Rd. Connection – Professional Services Agreement

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

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

Summary

Design contract for the connection of River Rock Boulevard to Beasie Road.

Staff Recommendation

Staff recommends approval of the design contract with Volkert Inc. in the amount of \$526,350.

Background Information

Staff requested a proposal from Volkert, Inc. for a preliminary and final design for the connection of Beasie Road to River Rock Blvd. The proposed connection is recommended as a short-term improvement project within the 2040 Transportation Plan. This project includes building a connector road approximately .30 miles from the north end of Beasie Road that extends west over to River Rock Blvd. This extension would be a three-lane curb and gutter section with a sidewalk and multi-use trail on each side, respectively. This project also incorporates a three-lane bridge over the west fork of the Stones River. Due to previous agreements with development in the area, the City is obligated to have this connection built within three years of Costco opening. A conceptual alignment map has been included for review.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The primary funding source for the design of the project will come from the 2016 bond issue.

Attachments

1. Professional Services Contract from Volkert, Inc.
2. Conceptual Alignment Map.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OWNER AND CONSULTANT**

This Agreement made and entered into this _____ day of _____, _____, by and between the City of Murfresboro, Tennessee, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the "Basic Services" of Attachment A.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and the "Basic Services" of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be

performed by Contractor. Shop Drawings are not Drawings as so defined.

1.7 SPECIFICATIONS. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as “As-Builts” and “As-Built Plans,” Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the “Basic Services” of Attachment A.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term “Contractor” means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of Tennessee as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of the Contractor(s) or can be held liable for its failure to perform its

obligations and duties to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

ARTICLE 3 SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall perform the Basic Services set forth in Schedule of Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT's Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT's Scope of Services.

3.1.1 Safety. Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by

professional engineers practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents or otherwise.

3.2.2 CONSULTANTS. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.2 CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3.2.4.3 CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.
- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate

schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

- (g) Furnishing services of CONSULTANTS for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.
- (i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.
- (n) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.
- (o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.
- (p) Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.
- (q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of

- the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (r) Overtime work requiring higher-than-regular rates.
 - (s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
 - (t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 - (u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
 - (v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
 - (w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - (x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 - (y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4 COMPENSATION OF CONSULTANT

4.1 CONSULTANT shall be compensated by OWNER on a monthly basis against a not-to-exceed fee using rates schedules as defined in Attachment A.

4.1.1 OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultants' services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

5.2 Give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

5.3 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.4 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

5.4.1 Property descriptions;

5.4.2 Zoning, deed, and other land use restrictions;

5.4.3 Utility and topographic mapping and surveys;

5.4.4 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;

5.4.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

5.4.6 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.5 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.6 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or CONSULTANTS as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.7 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.8 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.8.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;

5.8.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.9 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.10 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.11 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

**ARTICLE 6
INSURANCE AND INDEMNIFICATION**

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

- | | | |
|-----|--------------------|-------------|
| (a) | Each Occurrence: | \$1,000,000 |
| (b) | General Aggregate: | \$2,000,000 |

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

- | | | |
|-----|----------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
|-----|----------------|-------------|

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

- | | | |
|-----|-------------------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
| (b) | Disease, Each Employee: | \$1,000,000 |
| (c) | Disease, Policy Limit: | \$1,000,000 |

6.1.5 Professional Liability

- | | | |
|-----|-------------------|-------------|
| (a) | Each Claim: | \$2,000,000 |
| (b) | Annual Aggregate: | \$2,000,000 |

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.17 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

6.2.2 Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property,

including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, CONSULTANTS, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

6.2.3 Environmental Indemnification. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.2.4 Percentage Share of Liability.

OWNER and CONSULTANT hereby expressly agree that each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or dispute arising under this Agreement **up to the limits of the Exclusivity of Remedies provision contained herein.**

**ARTICLE 7
TERMINATION AND SUSPENSION**

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been

substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of five years from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns

against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER's use of such Documents.

8.3 Electronic Transmittals.

8.3.1 OWNER and CONSULTANT may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

8.3.2 If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

8.3.3 When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

8.4 Municipal Advisor Disclosure and Disclaimer

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.

8.6 Delays and Extensions of Time. If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by any cause beyond the reasonable control of CONSULTANT, the schedule will be automatically extended and Compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay. Examples of causes beyond the control of CONSULTANT include (without limitation): fire, flood, explosion, war, strike, emergency, pandemic, epidemic, terrorism, embargo, government requirement, civil or military authority, act of God, act or neglect of the OWNER, shipping delays, changes ordered in the construction of the Project, labor disputes, actions or inactions of governmental authorities, encountering hazardous materials, concealed or unknown conditions.

8.7 COVID-19 Exception. CONSULTANT and OWNER agree that they are entering into this Agreement under an unprecedented set of circumstances posed by a global pandemic and outbreak of COVID-19 Coronavirus, as identified by the World Health Organization and American Centers for Disease Control. These circumstances include the public health effects of the virus itself and responses of governments, businesses, and society to the pandemic and outbreak. The extent and impact of COVID-19 is unknown and presents an ongoing and currently indeterminable risk to CONSULTANT's performance under this Agreement. In consideration of the same, CONSULTANT and OWNER agree that to the extent COVID-19 may impact, interfere with, delay, or frustrate CONSULTANT's ability to perform under this Agreement, CONSULTANT's performance is excused under this Agreement and CONSULTANT is entitled to equitable adjustment of the schedule and Compensation, upon reasonable proof by CONSULTANT of the impact, interference, delay, or frustration. This provision supersedes and takes priority over any other provision of this Agreement.

8.8 Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT's officers, directors, employees, agents or subconsultants, or any of them, in no event shall exceed the amount of available insurance proceeds.

8.9 Successors and Assigns

8.9.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.9.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.9.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and CONSULTANTS as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.9.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. OWNER agrees that that the substance of the provisions of this Paragraph 8.9.3 shall appear in the construction Contract Documents.

8.10 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

8.11 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.12 Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

8.13 Jurisdiction/Venue. This Agreement shall be governed by the laws of the State of Tennessee and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Tennessee, exclusive of its choice of law provisions.

8.14 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8.15 Total Agreement. This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.16 Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

CONSULTANT: VOLKERT, INC.

By: (signature) _____
Print name: _____
Title: _____
Date Signed: _____

By: (signature) Mark C. McConnell
Print name: Mark C. McConnell
Title: Sr. Vice President
Date Signed: 4/21/2021

Federal
Employer ID # _____
(Corporation) _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Designated Representative (Paragraph 8.16):
Name: _____
Title: _____
Phone Number: _____
E-Mail Address: _____

Designated Representative (Paragraph 8.16):
Name: _____
Title: _____
Phone Number: _____
E-Mail Address: _____

APPROVED AS TO FORM

DocuSigned by:

Adam F. Tucker

43A2035E51F9401
Adam F. Tucker, City Attorney



ATTACHMENT A

SCOPE OF SERVICES

River Rock Boulevard to Beasie Road Connector

PROJECT BACKGROUND

Volkert was asked by the City of Murfreesboro to prepare this scope and fee proposal for the design of a new roadway and bridge between River Rock Boulevard and Beasie Road. This project is a portion of the 2040 Major Transportation Plan project LTI 6 "River Rock Blvd. & SR 99 Connector Road". The design will consider the future portion of the larger project by developing a conceptual alignment and profile to just east of I-24. The larger project is broken into phases because of new development along Beasie Road and the City of Murfreesboro's obligation to have this portion of the roadway constructed within three years of the opening of the new Costco. A scoping meeting was held on January 15, 2021 and follow up questions and answers took place the following weeks along with a site visit with City of Murfreesboro staff. The scope of services provided herein is based on Volkert's project understanding based on those meetings and conversations.

PROJECT SCHEDULE

It is anticipated that the project will be let to construction in November 2022. Tasks 1 thru 14 will be completed to accommodate this schedule. The schedule will be adjusted as needed due to factors such as utility relocations, right-of-way acquisitions, permitting, etc. or as requested by the City. Task 15 will be completed within five business days of receipt from the Contractor.

TASKS

Task 1 – Public Meeting

1. Attendance at one (1) neighborhood meeting hosted by the City of Murfreesboro. Volkert staff will be present and available for communicating with property owners as well as other City project team members. Volkert will assist the City in posting all advertisements and alerting property owners of the meeting.
2. Prepare public meeting display boards.

Task 2 – Survey

Volkert's subconsultant will perform survey. Survey includes a 300-foot wide strip along the proposed roadway centerline from River Rock Boulevard to I-24. Survey required to develop a concept profile over I-24 will extend approximately 1,000 feet east of I-24.

For the hydraulic study, the needed survey will be:

1. Stream survey (0.5 mile) reach
2. Cross sections: upstream, downstream and at the proposed centerline, cross sections from FIS West Fork Stones River (AM, AL, AK)
3. Stream profile
4. Upstream and downstream bridges including piers and low chord elevation.

5. Bridge to bridge survey of banks and bottom of channel. Create a tin with breaklines for the banks and bottom of channel.

Tasks 3 thru 6 – Roadway Plans

Conceptual Plans (10%)

Conceptual plans will be developed to include the typical sections identified in Task 1, alignment, and profile.

Preliminary Plans (30%)

Preliminary Plans will be developed per the requirements of the City of Murfreesboro and when there are no specific City of Murfreesboro guidance Volkert will follow the TDOT Design Guidelines as applicable. A horizontal alignment and profile grade acceptable to the City of Murfreesboro will be developed. Typical sections will be determined for the new Roadway. Properties will be identified with owner and tract number. Cross drain locations will be identified and sizes determined, but no closed storm sewer system will be designed at this time. Roadway cross sections will be cut at an interval of 50 feet along the centerline and preliminary slopes and retaining wall locations set. Side road and driveway profiles will also be designed. The preliminary plans will include the following sheets: title, typical sections, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail, side road profiles, driveway profile, drainage map, culvert sections, and roadway cross sections.

Right-of-Way Plans (60%)

Right-of-Way Plans will be developed per the requirements of the City of Murfreesboro and when there are no specific City of Murfreesboro guidance Volkert will follow the TDOT Design Guidelines as applicable. The closed storm sewer system and special ditches will be designed and incorporated with the cross drains. Cross sections will be finalized showing the proposed roadway template, slopes, and retaining walls along with earthwork cut and fill data. Proposed right-of-way and easements will be determined allowing completion of the acquisition table showing all effected properties with the area to be acquired and any easements needed. The right-of-way plans will include the following sheets: title, typical sections, details, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail, side road profiles, driveway profiles, drainage map, culvert sections, erosion control, draft retaining walls, and roadway cross sections. Preliminary quantities will be calculated for this submittal.

Construction Plans (90%/100%)

Construction Plans will be developed per the requirements of the City of Murfreesboro and when there are no specific City of Murfreesboro guidance Volkert will follow the TDOT Design Guidelines as applicable. All second sheets will be produced including the index, general and special notes, standard drawings, estimated roadway quantities, special details, and tabulated quantities. Traffic control plans, pavement marking and signing plans, and traffic signal plans will all be designed in this phase. The construction plans will include the following sheets: title, index, estimated roadway quantities, general notes, tabulated quantities, typical sections, details, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail, roundabout geometry, side road profiles, driveway profiles, drainage map, culvert sections, erosion control, traffic control, pavement marking and signing, traffic

signal, detailed retaining walls, and roadway cross sections. A final engineer's estimate of probable construction cost will also be provided.

Task 7 thru 9 – Bridge Plans

Conceptual Plans (10%)

Conceptual bridge plans will be developed along with the conceptual roadway plans. The conceptual bridge plans will include a typical section, plan and elevation views, and aesthetic features for railings, walls, and piers. After review of the LTI 6 Concept Alignment provided by the City of Murfreesboro during the scoping meetings, Volkert's recommendation is to increase the radius of the curve across the river to allow a chorded pre-stressed concrete beam bridge to be constructed. The tasks presented in this scope of work reflects this recommendation. A steel girder bridge is significantly more costly to construct and design. If a steel girder bridge is required, Volkert will provide the design as an additional service.

Preliminary Plans (30%)

Preliminary Bridge plans will be developed based on the conceptual bridge plans approved by the City of Murfreesboro. The Structural design required during the preliminary phase of bridge design will be in accordance with AASHTO LRFD Bridge Design Specifications, TDOT Standard Specifications, and the TDOT Structures Memorandums (SMO).

Construction Plans (90%/100%)

Construction Bridge plans will be developed based on the preliminary bridge plans approved by the City of Murfreesboro. The Structural design will be in accordance with AASHTO LRFD Bridge Design Specifications, TDOT Standard Specifications, and the TDOT Structures Memorandums (SMO).

Task 10 – Bridge Hydraulics

Background and Methodology:

This project is in a FEMA zone AE with a studied floodway and published FIS (47149CV001C) dated October 16, 2008. Existing models, development plans, as-built plans, plans for new roadways in the area and GIS information will be provided by the City of Murfreesboro.

Because of ongoing development upstream, two existing hydraulic models will be developed.

1. Current Model will be corrected for new developments upstream as they are at the time of the survey and typical model corrections as required.
2. Current Model will not correct for new development upstream but will correct for other items typically corrected for.

The proposed roadway and bridge will be modeled and compared to both existing models described above. Outcomes of the comparison will be evaluated as follows:

- a. If the proposed model does not show a rise over existing model 1 no further modeling is required for this project and the project will be considered a "no rise" project.

- b. If the proposed model does show a rise over existing model 1 and doesn't show a rise over existing model 2 the proposed project will be a "no rise" project, but the reach will have to be studied to revise the mapping in this area. This study and CLOMR/LOMR assistance will be an additional service and will be completed on a separate agreed upon schedule.
- c. If the proposed model shows a rise over both existing models then the bridge will need to be lengthened and/or corrective overbank grading will be required or a CLOMR will have to be submitted to FEMA. Note that this scenario will affect the overall schedule. Coordination with FEMA would be required. The services required to complete this scenario will be additional services and are not included in this proposal.

Analysis:

Desktop analysis and data collection will be performed to compile the readily available information such as the published FIS, HEC-RAS models, GIS levels to include bridges upstream and downstream, as-built or design plans for the bridges, original FEMA model from the city, FEMA shapefiles downloaded and included in the model, Quad maps, flow rates from FEMA and USGIS, the new development plans and as-built plans, Warrior Drive plans, easements and utilities, parcels, buildings, current land cover (if GIS is available), historic imagery, and any flood complaints or records in the past.

Coordination:

Volkert will coordinate with the appropriate City of Murfreesboro staff to obtain the required data for the modeling and with the floodplain manager in developing the hydraulic models.

Survey:

Field survey required for hydraulic modeling described above will be performed by Volkert's survey subconsultant. Additional field survey that is required for additional studies, CLOMR/LOMR, or overbank modifications will be additional services.

Modeling:

Since this is a FEMA AE zone, flows from the FIS will be used for the modeling. We will check available USGS flow data and compare flows.

Floodplain analysis and modeling include the evaluation of the effective model for West Fork Stones River between sections AJ and AN and the new fill and structural work. One dimensional georeferenced modeling will be utilized for this job. HEC-RAS 5.0.7 or newer versions will be used for the analysis with ArcGIS assistance. The terrain will be developed by the surveyor and converted by the hydraulic designer to a usable terrain in HEC-RAS to develop floodplain and floodway limits.

HEC-RAS modeling will include:

1. **Duplicate effective model:** this is the model that duplicates the FEMA study and floodplain elevations. The City of Murfreesboro will obtain the original FEMA model that includes the modeled bridges US and DS from TDOT and Neel Schaffer. Volkert will verify the model as make any corrections if needed.
2. **Duplicate corrected model:** This is the model that corrects the FEMA duplicate by adjusting the vertical datum and updating the distance to US from the bridge and obstructions.



3. **Existing model:** This is a model that corrects the FEMA corrected duplicate by adjusting land cover to match the current conditions, updating dimensions of structures and obstructions, updating cross sections based on the current survey, any additional inputs that occurred post effective model development.
4. **Proposed model:** This is the model that shows the proposed alignment and the bridge.

The hydraulic designer will assist the structural engineer in obtaining the most economic span arrangement and beam to obtain a “No-Rise” condition. No-rise is the comparison between the existing and proposed condition.

Deliverables:

Upon completion of the project, Volkert will submit all HEC-RAS models and a Final Stamped H&H Report prepared in the format of the TDOT Design Procedures for Hydraulic Structures. The “No-Rise” certification will be submitted to the Floodplain manager.

Task 11 – Landscape Plans

Volkert’s landscape architect professionals will provide the following:

- Concepts for landscaping and/or hardscaping to create a buffer for the adjacent residential areas. Up to three alternates will be created.
- Preliminary plans include selection of species and production of landscape drawings (plans, details, and preliminary cost estimate)
- Final construction plans

Additional services include but are not limited to the following:

- Concepts for greenway connections.
- Irrigation design

Task 12 – Utility Coordination

Volkert will distribute right of way plans to utility stakeholders at the direction of the City of Murfreesboro. Volkert will coordinate with the utility companies and their relocations plans. Utility relocation plans are not included in this contract. It is anticipated that utilities will be along the roadway and bridge and will be accommodated with typical design practices. Any additional design required because of special utility accommodations will be additional services.

Task 13 – Permitting

Volkert will prepare water quality permitting packages and Stormwater Pollution Prevention Plan (SWPPP) for the project. Additionally, Volkert will coordinate with agencies and apply for permits with the appropriate agencies. This task will be completed alongside the completion of the Right-of-Way Plans.

Task 14 – Bidding Assistance

This task includes the preparation of the project manual (bid book), preparation of the project special provisions (specifications), responding to contractor RFIs during advertisement of construction contract, and verification of contractor bids.

Task 15 – Shop Drawing review

Shop drawings will be reviewed for conformance with the plans and specifications.

PROVIDED BY OTHERS

Geotechnical Engineering – Roadway borings and approximately 14 bridge borings are to be provided by a Geotechnical Engineering firm under contract with the City of Murfreesboro. Volkert will provide required boring locations after approval of the concepts.

Permit fees – It will be the responsibility of the City of Murfreesboro to pay all agency permitting fees.

ADDITIONAL SERVICES

Additional services will be negotiated at the time of need. Additional services include but are not limited to the descriptions in the individual Tasks and the following:

- Right-of-way acquisition assistance
- Construction Engineering and Inspection
- Structural design of retaining walls
- FEMA coordination and development of CLOMR or LOMR submission.
- Stream restoration
- NEPA studies
- Steel girder, spliced pre-stressed girder, tub girder or other complex bridge design
- Evaluate additional stream work beyond the limits of the study
- Traffic analysis

COMPENSATION

The proposed compensation for completion of the tasks outlined above are reflected in the table below.

Task	Description	Fee
1	Public Meeting	\$9,750
2	Survey	\$72,500
3-6	Roadway Design	\$130,000
7-9	Bridge Design	\$187,000
10	Bridge Hydraulics	\$54,000
11	Landscape Plans	\$22,900
12	Utility Coordination	\$12,500
13	Permitting	\$26,700
14	Bidding Assistance	\$6,000
15	Shop Drawing Review	\$5,000
Not-to-Exceed Fee		\$526,350

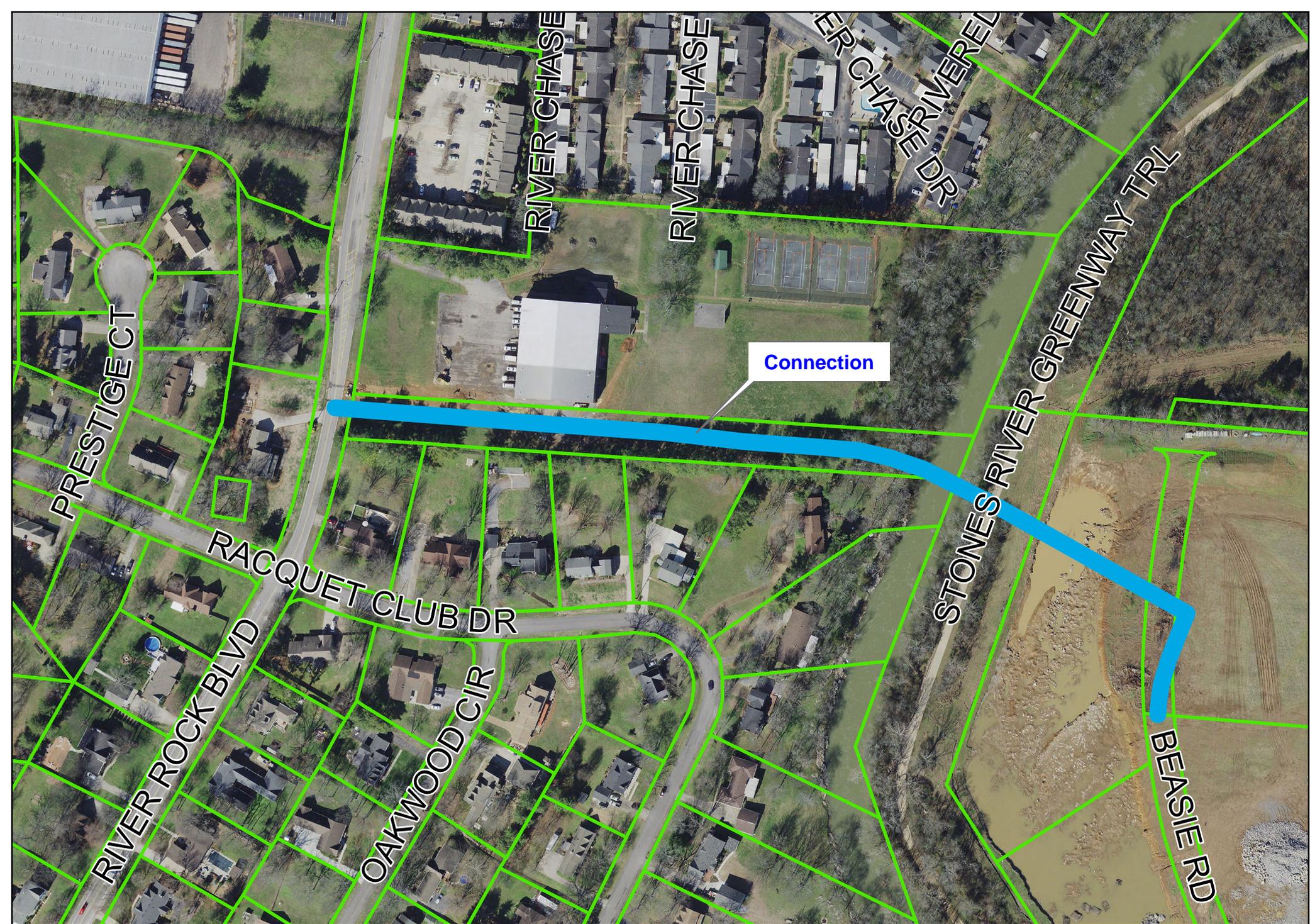
All work will be invoiced on a monthly basis against the “not-to-exceed” fee for professional services in accordance with the rate schedule below. Subconsultants will be billed at Volkert’s cost incurred.

Classification	Hourly Rate
Principal	\$220.00
Project Manager	\$190.00
Professional Engineer V	\$190.00
Professional Engineer IV	\$165.00
Professional Engineer III	\$150.00
Professional Engineer II	\$130.00
Professional Engineer I	\$115.00
Designer/Technician IV	\$135.00
Designer/Technician III	\$120.00
Designer/Technician II	\$105.00
Designer/Technician I	\$95.00
Landscape Architect/Planner V	\$225.00
Landscape Architect/Planner IV	\$160.00
Landscape Architect/Planner III	\$120.00
Landscape Architect/Planner II	\$100.00
Landscape Architect/Planner I	\$85.00

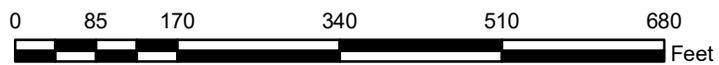


Administrative	\$90.00
Right-of-Way Negotiator	\$95.00
Construction Manager III	\$135.00
Construction Manager II	\$125.00
Construction Manager I	\$110.00
Inspector V	\$95.00
Inspector IV	\$82.00
Inspector III	\$70.00
Inspector II	\$55.00
Inspector I	\$45.00

Note: The rates above will increase by 2.5% on July 1 of each calendar year starting on July 1, 2022.



Beasie Road - River Rock Connector



COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Agreement for Roof Replacement on Rogers Park Pavilion No. 1

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

Agreement to replace roof on Rogers Park Pavilion No. 1.

Staff Recommendation

Approve Rice Construction Bid for Roof Replacement.

Background Information

The original roof to Rogers Park Pavilion No. 1 is over 30 years and is leaking severely, which will lead to structural issues with the pavilion. As part of the roof replacement, decking will be replaced as needed, a new metal roof will be installed, felt underlay will be added to protect the truss system, drip edge will be installed around the perimeter, a new neoprene boot will be installed, along with the replacement of painted fascia board around the entire perimeter.

Rice Construction Company submitted the lowest responsible bid of \$39,875. The repair was budgeted at \$25,000 prior to substantial increases in the cost of construction materials. Remaining funds will be reallocated with the Department's FY21 operating budget.

Council Priorities Served

Responsible budgeting

Maintaining City facilities throughout their useful life cycle is an important part of responsible budgeting.

Fiscal Impact

Funding for the project costs of \$39,875 is partially provided by the FY21 CIP, with the remaining from operating budget savings.

Attachments:

Rice Construction Company Agreement

**Bid Tabulation Sheet
For
ITB-21-2021 – Pavilion Roof Replacement**

Contractors	Price	Iran Divestment	References	Signature Sheet	Non-Collusion/ Drug-Free	GC License
Rackley Roofing	\$73,418	Yes	Yes	Yes	Yes	Yes
Rice Construction	\$39,875	Yes	Yes	Yes	Yes	Yes
Weather Proof Roofing LLC	\$41,081.65	Yes	Yes	Yes	Yes	Yes

Recommend Award to: Rice Construction

Amount of: \$39,875

Bid Opened by: Shaun Knight / Purchasing Analyst

Department Head Signature: _____

Date: _____

**Agreement
for
Rogers Park Pavilion Roof Replacement**

This Agreement is entered into and effective as of the ____ day of _____ 20____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Rice Construction Co. LLC**, a Limited Liability Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-21-2021 – Pavilion Roof Replacement issued 03/30/2021 (the "Solicitation");
- Contractor's Proposal dated 4/19/2021 ("Contractor's Proposal");
- Contractor's Price Proposal dated 4/19/2021 (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.

- a. Scope of Work. Contractor shall provide the City with Rogers Park Pavilion Roof Replacement at 1115 Hunt Street, Murfreesboro, Tennessee in accordance with the Contractor's Price Proposal dated 4/19/2021 and the City ITB dated 3/30/2021.
- b. Supervision and Superintendence of Work.
 - i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - ii. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - i. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal dated 4/19/2021. The Contractor will at all times maintain good discipline and order at the site.
 - ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work.
 - iii. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

- iv. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- d. Warranty and Guarantee. The Contractor warrants to the City that:
 - i. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
 - ii. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
 - iii. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
 - iv. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and
 - v. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in the preceding paragraph are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

- e. Subcontractors.
 - i. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

- ii. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 - iii. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
 - iv. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
 - i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 - ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- h. Safety and Protection.
 - i. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the work and other persons who may be affected thereby,
 - 2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - 3. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when

prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- ii. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
- k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. Term. The term of this Contract shall be seven calendar days from issuance of Notice to Proceed. Contractor's performance may be terminated in whole or in part:

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

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

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

3. **Price; Compensation; Method of Payment.** The price for the goods and other services to be provided under this Agreement is set forth in the Proposal dated 4/19/2021 which reflects a total purchase price of \$39,875 with a potential supplemental cost of \$1500 for decking. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any

failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Tim Rice
Rice Construction Co. LLC
2327 Gravett St.
Murfreesboro, TN 37129

- 8. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

21. Effective Date. This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

RICE CONSTRUCTION

By: _____
Shane McFarland, Mayor

By: _____
Tim Rice, Owner

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Purchase of Mobile Surveillance Trailers

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Purchase of mobile surveillance trailers for the Police Department.

Staff Recommendation

Approve the purchase of two mobile surveillance trailers from Industrial Video & Control (IV&C).

Background Information

The Department has operated a mobile surveillance trailer for approximately three years. This trailer has proven to be instrumental at crime prevention and investigation. Given the City's growth, the assistance provided by surveillance trailers is a valuable supplement to law enforcement personnel. Increasing the Department's fleet will allow coverage of more locations as requested by citizens.

IV&C was the lowest responsible bidder at \$43,596 for each of the two trailers.

Council Priorities Served

Safe and Livable Neighborhoods

Mobile surveillance trailers are cost-effective means of in addressing and prevent crime.

Fiscal Impact

The total cost, \$87,192, is provided by the FY21 fixed asset budget.

Attachments

Agreement for Generator Hybrid Trailer.

Agreement for Hybrid Generator Trailer

This Agreement is entered into and effective as of the ____ day of _____ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Industrial Video & Control**, a Limited Liability Company of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-19-2021 – Generator Hybrid Trailer issued 3/18/2021 (the "Solicitation");
- Contractor's Proposal, dated 4/5/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 4/5/2021 (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.

Contractor agrees to provide and City agrees to purchase **two (2)** Generator Hybrid Trailers based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-19-2021 – Generator Hybrid Trailer." Furthermore, the City may utilize this Contract to procure additional equipment from Contractor through the term of the Contract, such future procurements to be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. Term.

The term of this Agreement commences on the Effective Date and expires in one year, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a price of **\$42,596.38 each** Trailer, plus \$1,000 shipping charge, a total purchase price of **\$86,192.76** for **two** Generator Hybrid Trailers. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. **In addition to providing the Generator Hybrid Trailer, Contractor agrees to provide, at no cost to the City, software and software license for the existing generator trailer currently in use by the City of Murfreesboro Police Department.**
- b. All items must be available for delivery within 30 calendar days from the issuance of Purchase Order. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The equipment shall be delivered to the City of Murfreesboro Police Department, 1004 North Highland Avenue, Murfreesboro, TN 37130.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. Warranty. Contractor shall provide all warranties as described in the ITB and Bid Proposal.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City

as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. Indemnification.

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

apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Jennifer Williams
Industrial Video & Control
105 McDougall Ct.
Greenville, SC 29307

- 9. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor

certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

City of Murfreesboro, Tennessee

Industrial Video & Control

By: _____
Shane McFarland, Mayor

DocuSigned by:
Jennifer Williams

Jennifer Williams, Sales Director

Approved as to form:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker, City Attorney

THE CITY OF MURFREESBORO INVITATION TO BID

This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 03/18/2021
BID TITLE: Generator Hybrid Trailer
CITY CONTACT PERSON: Cathy Smith
TELEPHONE NUMBER: (615) – 849-2629
E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged in the Purchasing Department's Office or before the day and time listed below.

Bid must include the bid title, bid opening date, and the bidder's name. Failure to provide this information may result in the bid not being considered. Do not submit bids by fax. Bids submitted by fax cannot be accepted or considered for award.

BID OPENING DATE: April 05th, 2021
BID OPENING TIME: 3:00 p.m., Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. Bid Submission to the City of Murfreesboro

The City is seeking bids for a “Generator Hybrid Trailer” for City of Murfreesboro Police Department as set forth in the specifications. Electronic bids will be received by the City of Murfreesboro, until 3:00 p.m. local time on 04/05/2021 at which time the bids will be opened.

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. The City will accept bids submitted by electronic mail via our procurement portal, ProcureNow.

1.3. Organization of Bid and Completeness.

Please submit an electronic bid via our procurement portal, ProcureNow at the website listed in Section 1.37. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, typeover’s, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person’s written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.5. Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6. Completeness of Invitation to Bid (“ITB”).

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City’s Contact Person via ProcureNow.

1.7. Bid Interpretation. Communication with the Purchasing Department

Cathy Smith is the City’s contact for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, questions will be accepted until five calendar (5) days prior to the bid opening date. All questions regarding the ITB should be asked via the ProcureNow portal or to:

Cathy Smith Purchasing Director
111 West Vine Street
Murfreesboro TN 37130-1139
Email: purchasing@murfreesborotn.gov

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the award process and may result in the disqualification of a bid.

1.8. Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.9. Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.10. Further Negotiation.

The City reserves the right to further negotiate contract terms, after the ITBs are opened, at the discretion of the City.

1.11. Economy of Preparation.

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.12. Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.13. Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.14. Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.15 Pricing Effective for One (1) Year.

The successful bidder shall provide in the bid price the cost for services rendered. Pricing shall be effective for one (1) year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.14. Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.15. Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB; and
- h. Bidder's past performance with the City.

1.16. Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

1.17. Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.18. Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.19. Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached sample City Contract. If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.20. Contract Termination.

The City reserves the right to cancel the contract for the equipment without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.21. Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.22. Replacement or Repair.

No waiver of any provision of the 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.

The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.23. Expense of Legal Action.

The venue for any legal action shall be in the courts of Rutherford County, Tennessee. Awarded bidder 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 the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.24. Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.25. Severability.

Should any provision of the 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 the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.26. Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, 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.

1.27. Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.28. Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.29. City's Employment Practices.

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.

1.30. Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.31. Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.32. Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.33. Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

1.34. Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

1.35. Bid Modification & Registration

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Bidders must register with **ProcureNow** to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website: <https://secure.procurenw.com/portal/murfreesborotn>

1.36. Iran Divestment Act of Tennessee

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

2. BID SPECIFICATIONS

2.1. Scope of Project

The purpose of this Invitation to Bid (ITB) is to procure a Generator Hybrid Trailer based on specifications below for the Murfreesboro Police Department.

2.2. Specifications

1. Two 320W solar panel; Six 420AH batteries; 2TB encoder for storage; 2 PTZ 36X IR cameras; 1 overview camera; flashing blue lights; hydraulic lift; cellular router; IVMS Software; onan generator; onboard fuel tank; programable logic control and software to automatically start generator when needed
2. Bidder may provide recommended optional items in a separate quote of which the City may consider necessary.
3. Product must be delivered within 30 days of receipt of purchase order.

**PURCHASING DEPARTMENT
BID FORM**

You are invited to bid on the following:

Title: Generator Hybrid Trailer

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered, labor, set-up, accessories, training, and any other standard equipment necessary provide this service. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Ea.	Generator Hybrid Trailer	\$ _____	\$ _____

GRAND TOTAL: _____

Sample Agreement for _____

This Agreement is entered into and effective as of the ____ day of _____ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and _____, a _____ ("Contractor").

This Agreement consists of the following documents:

- This document
- ____ [Solicitation] _____ issued _____ (the "Solicitation");
- Contractor's Proposal, dated _____ ("Contractor's Proposal");
- Contractor's Price Proposal, dated _____ (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.

Contractor shall provide and City shall purchase the following equipment based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-xx-2021 – Generator Hybrid Trailer".

2. Term.

The term of this Agreement commences on the Effective Date [] and expires on [], unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of _____. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. All items must be available for delivery within _____ days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The equipment shall be delivered to the City of Murfreesboro Police Department, 1004 North Highland Avenue, Murfreesboro, TN 37130.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

5. **Warranty.** Contractor shall provide all warranties as described in the ITB and Bid Proposal.

6. **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.

7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or

intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

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

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

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

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

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

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

statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the “Effective Date”).

Contractor

By: _____

Its: _____

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:

Adam F. Tucker, City Attorney

Agreement for Generator Hybrid Trailer

This Agreement is entered into and effective as of the ____ day of _____ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Industrial Video & Control**, a Limited Liability Company of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-19-2021 – Generator Hybrid Trailer issued 3/18/2021 (the "Solicitation");
- Contractor's Proposal, dated 4/5/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 4/5/2021 (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.

Contractor agrees to provide and City agrees to purchase one (1) Generator Hybrid Trailer based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-19-2021 – Generator Hybrid Trailer." Furthermore, the City may utilize this Contract to procure additional equipment from Contractor through the term of the Contract, such future procurements to be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. Term.

The term of this Agreement commences on the Effective Date, _____ and expires in one year, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of \$43,596.38. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. **In addition to providing the Generator Hybrid Trailer, Contractor agrees to provide, at no cost to the City, software and software license for the existing generator trailer currently in use by the City of Murfreesboro Police Department.**
- b. All items must be available for delivery within 30 calendar days from the issuance of Purchase Order. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The equipment shall be delivered to the City of Murfreesboro Police Department, 1004 North Highland Avenue, Murfreesboro, TN 37130.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. Warranty. Contractor shall provide warranty for one year for generator hybrid trailer and Limited Lifetime Hardware warranty per Contractor's proposal.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City

as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. Indemnification.

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

apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Jennifer Williams
Industrial Video & Control
105 McDougall Ct.
Greenville, SC 29307

- 9. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor

certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

City of Murfreesboro, Tennessee

Industrial Video & Control

By: _____
Shane McFarland, Mayor

DocuSigned by:
Jennifer Williams

Jennifer Williams, Sales Director

Approved as to form:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Purchase of Property along Butler Drive

Department: Public Works

Presented by: Raymond Hillis

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 approximately 22 acres along Butler Drive for Public Works use.

Staff Recommendation

Approve contract for purchase of real estate.

Background Information

Staff has been looking for a site for a solid waste transfer station. Providing a transfer station in this area significant increases Solid Waste operation efficiencies, along collection trucks to unload without the necessity of traveling several miles north to Middle Point Landfill.

Additionally, the proposed property allows for the future relocation of the Street Department Offices, fueling facility, and other public works facilities from West Main Street. Relocating City facilities opens the property for economic development opportunities.

The land is available at \$100,000 per acre, for a total cost of \$2.2m. Further immediate development of the transfer station is projected to be \$7m. The costs of future relocation of Public Works facilities will be estimated prior to the project being scheduled.

Council Priorities Served

Responsible Budgeting

A transfer station provides operational efficiencies for the Solid Waste Department, which will decrease the need for fee revenue.

Improve economic development

Relocating the Public Works facilities from West Main Street open that area for economic redevelopment opportunities.

Fiscal Impact

Funding for the acquisition, \$2.2m is provided in the FY18 CIP Budget. Funding for construction costs of the transfer station, \$7m., is provided in the FY18 CIP Budget.

Attachments

1. Aerial Photo of property location
2. Contract for Conveyance of Real Estate

CONTRACT FOR CONVEYANCE OF REAL ESTATE

This contract ("Contract") is entered into, as of the date of the last party to sign, by and between the CITY OF MURFREESBORO, a municipal corporation in Rutherford County in the State of Tennessee, ("City"), and Anderson King, Jr., George Buchanan and Veronica Buchanan (together, "Seller"), for themselves, and their heirs, successors and assigns.

For good and valuable mutual considerations, the receipt and sufficiency of all of which are hereby irrevocably acknowledged and confirmed, City agrees to purchase from Seller and Seller agrees to sell to City that certain real property located in Rutherford County, Tennessee, being of Tax Map 126 Parcel 46 and Tax Map 126 Parcel 46.01 according to the Assessor of Real Estate for Rutherford County, and containing approximately 22 acres total (the "Property"), upon the following terms and conditions:

1. The purchase price for the Tax Map 126 Parcel 46 shall be \$100,000 per surveyed acre and the purchase price for Tax Map 126 Parcel 46.01 shall be \$100,000 per surveyed acre, both payable in good funds by the City at the Closing. The Property shall include the Seller's interest, if any, in the land under that portion of Butler Road that fronts the Property.

2. The Closing shall take place at the office of Rick Mansfield, attorney, or at such other place as City and Seller may agree, on or before thirty (30) days after the end of the Due Diligence Period, unless an extension is agreed upon in writing by the parties. At the Closing:

a. Seller shall deliver a General Warranty Deed to the Property in form and substance acceptable to the City along with possession of the property.

b. Seller shall, at its cost, provide a policy of Title Insurance from a company of City's choosing assuring good, sufficient and marketable title to the Property subject only such Exceptions as have been accepted in writing by the City.

c. Seller shall pay the cost of preparing and obtaining any releases or other such documents necessary for Seller to be able to provide good title.

- d. Taxes for the year of sale shall be prorated to the Closing Date; Seller shall be solely for any roll-back taxes.
- e. The City shall deliver good funds representing the balance of the purchase price as same may be adjusted by any closing items.
- f. The City shall pay the cost of preparing and recording the General Warranty Deed.
- g. A commission equal to 6% of the contract price shall be paid to John Harney at The Parks Group ("Broker") out of the Seller's proceeds.
- h. Other Closing costs will be paid in accord with usual commercial real estate practices.
- i. Each party will deliver such other documents or certificates as may be necessary to effectuate the transaction

3. The City shall have one ninety (90) days after the date of the last party to sign to conduct Due Diligence with respect to the Property; any extension shall require the consent of Seller. Due Diligence shall include but shall not necessarily be limited to the following:

a. Within ten (10) days after the date of the last party to sign, City will order a Title Binder from a title company of City's choosing, along with copies of all documents that appear as exceptions or encumbrances ("Exceptions") to or upon the title. City shall have twenty (20) days after receipt of the Title Binder to object to any of the Exceptions. If the City objects to any such Exception, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract.

b. Within ten (10) days after the date of the last party to sign, City will order an ALTA survey (the "Survey") of the Property to be prepared as soon as reasonably practicable. City shall have twenty (20) days after receipt of the Survey to object to any encroachments or other conditions disclosed by the Survey. If the City objects to any such encroachment or other condition, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract.

c. The City, its agents, contractors and representatives shall have the right to enter the property during the due diligence period for appropriate testing and analysis including, but not limited to, the following:

- i. General site inspections;
- ii. Topographic and boundary surveys;
- iii. Geotechnical surveys;
- iv. Water, sewer, and electrical availability assessments;
- v. A Phase I environmental assessment, or equivalent;
- vi. Wetlands delineation; and
- vii. Such other testing or inspection as the City may deem appropriate.

Core drilling or test pits associated with the geotechnical survey will be done when the ground is dry enough so the equipment will not unduly damage Seller's land. The City will be solely responsible for the costs of the above referenced inspections, tests and studies, and any other inspections, tests, or studies the City may elect to obtain, on or related to the Property. The Seller will not be responsible or liable for any of such costs or for any injuries that might occur during the course of any such inspections, tests or studies. Each firm retained by the City shall be responsible for its own representatives.

d. City will make application for annexation and rezoning, if necessary, promptly after the date of the last party to sign, and will diligently prosecute such application to completion. Seller will execute such consents or other documents as may be necessary to support the re-zoning application and will not oppose or object to either annexation or rezoning. The City warrants that it shall not accept any condition upon the City's annexation or rezoning of the Property that would require Seller to make any improvements to the Property or to incur any costs or be required to escrow for any costs for any such improvements, and that this representation shall survive the Closing.

e. Seller will secure a written commitment from each of the following property owners that they will not oppose annexation of the Property into the City or rezoning the Property to General Industrial:

- i. Tax Map 126 parcels 45 and 45.02 – Sarah Jetton Marable Estate,
- ii. Tax Map 126 parcel 45.01 and Tax Map 125 parcel 14.02 – Wilma H. & Doc M. Minter. ,

4. In the event that the City discovers conditions or circumstances during the course of its due diligence which are unacceptable to the City ("Objections"), the City shall promptly notify Seller in writing. If the City gives notice of an Objection, and if Seller cannot

or elects not to cure same, the City may, at its sole option, terminate this Contract. If the City cannot obtain a re-zoning satisfactory to the City, in the City's sole discretion, the City may, at its sole option, terminate this Contract.

5. The City shall be solely responsible for all surveying, engineering and design work, and all related platting, necessary or desirable by the City for its purposes and for all costs related to annexing the Property and re-zoning the Property to a zoning classification that allows the City's intended use as of right, if necessary.

6. Seller represents that, to the best of its knowledge, information, and belief, there are and have been no hazardous substances, including without limitation, any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes, stored, discharged or leaked, generated or allowed to escape from the property; nor are there underground storage tanks located on the property; nor are polychlorinated biphenyls located on or in the property; and there are no investigations, administrative orders, consent orders and agreements, litigation or settlements with respect to the Property. These representations are independent and shall survive Closing and delivery of the deed.

7. The Closing is contingent upon the following:

- a. The City in its sole discretion being satisfied that Seller can convey title to the Property at the Closing that is satisfactory to the City;
- b. The City, in its sole discretion, being satisfied that the Property is suitable for use by the City for its intended purpose;
- c. Receipt by the City of a Boundary Survey, by a surveyor selected by the City, in form and content satisfactory to the City in its sole and absolute discretion, showing the boundaries, any easements or encroachments, and other characteristics of the Property;
- d. Annexation and, if necessary, the Property being re-zoned to a classification satisfactory to the City;
- e. Seller delivering the three written commitments described in 3.e., above; and
- f. All representations of Seller being true and accurate at the time of the Closing.

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

9. Any notice permitted or required by this Contract shall be in writing and shall be deemed to have been received upon the date of actual delivery if delivered in person or by reputable overnight delivery service; on the date of receipt as shown by a facsimile confirmation if delivered by facsimile; or upon the date of delivery if delivered by U.S. Certified Mail.

a. Notices to the City shall be delivered to:

Gary Whitaker, Assistant City Manager
111 W. Vine Street, Murfreesboro TN 37130
Email: gwhitaker@murfreesborotn.gov

with a copy to:

David A. Ives, Deputy City Attorney
111 West Vine Street, Murfreesboro, TN 37130
Email: dives@murfreesborotn.gov

b. Notices to Seller shall be delivered to:

5825 West Gum Rd
Murfreesboro, TN
37127

with a copy to:

John Harney, Broker
The Parks Group
Park Trust Development
1535 W. Northfield Blvd., Ste 7
Murfreesboro TN 37129

10. City and Seller both represent and warrant that neither has retained any broker or other agent who will have a claim for a commission or other fee with respect to this transaction other than to the Broker identified in Section 2.g., above. City and Seller shall indemnify each other from and against claims by or on behalf of any other person or entity claiming a commission or other fee through them with respect to this transaction.

11. City agrees that Seller shall have the right, at Seller's sole cost, to remove any and all buildings, equipment, fixtures or other improvements located on the Property prior to the closing.

12. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. There shall be no amendments except in writing signed by both parties.

13. This Contract shall in all things be governed by the laws of the State of Tennessee; venue for any dispute between the Parties shall be in the Circuit Courts of Rutherford County, Tennessee.

14. THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT UNTIL APPROVED BY THE MURFREESBORO CITY COUNCIL.

IN WITNESS WHEREOF, City and Seller have set forth their hands and seals below.

CITY OF MURFREESBORO:

By: _____
Shane McFarland, Mayor

Date: _____

ATTEST:

By: _____
Melissa Wright, City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Anderson E. King Jr.
Anderson King, Jr.
Date: 5-14-21

George Buchanan
George Buchanan
Date: 5-14-21

Veronica Buchanan
Veronica Buchanan
Date: 5-14-21

APPROVED BY PLANNING COMMISSION: _____

APPROVED BY CITY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Engineering Contract for Land Purchase

Department: Public Works

Presented by: Raymond Hillis

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Engineering services contract for purchase of property along Butler Drive for Public Works Projects.

Staff Recommendation

Approve contract with Griggs & Maloney for engineering services.

Background Information

The City proposes to enter into a contract to purchase 22 acres along Butler Drive for construction of a Solid Waste transfer station and future relocation of Public Works facilities. The purchase contract provides a period of due diligence inspection. Griggs & Maloney provides engineering and environmental consulting. The scope of the engineering contract will assure the property meets all state and federal regulations in addition to survey and geotechnical information.

Council Priorities Served

Responsible budgeting

Due diligence prior to closing on real property assures the City's investment is appropriate for its intended uses and to avoid otherwise unforeseen costs associated with development of the land.

Fiscal Impact

Funding for cost of services, approximately \$34,000, is provided by the FY18 CIP Budget.

Attachments

Griggs & Maloney Due Diligence Scope of Work and price quote for purchase of Butler Drive parcels

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Griggs & Maloney Due Diligence for Butler Dr Land Purchase

Department: Public Works

Presented by: Raymond Hillis

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

Proposal for engineering assistance for property at 2120 & 2124 Butler Drive for Public Works use.

Staff Recommendation

Approve payment for the Due Diligence Assessment that will be consistent with the property the city plans to purchase on Butler Drive.

Background Information

Griggs & Maloney provides engineering and environmental consulting for the City when such needs arise. They have been tasked with making sure the property in question meets all local and federal regulations for the City to purchase and develop a Public Works entity at this location.

This assessment will provide information pertaining to the Alta Survey, Jurisdictional Waters Determination and Preliminary Geotechnical Exploration for said land purchase.

Council Priorities Served

Responsible budgeting

Proper investigation into the status of the land the City intends to purchase is an investment towards making sure the longevity of the Public Works department is not hindered by any unforeseen issues with engineering or future development of the land.

Fiscal Impact

The total cost for this assessment to be completed by Griggs & Maloney is approximately \$34,000 and will come from the 2018 CIP budget.

Attachments

1. Griggs & Maloney Due Diligence Scope of Work and price quote for purchase of Butler Drive parcels

May 6, 2021

Mr. Gary Whitaker, Assistant City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

RE: PROPOSAL FOR ENGINEERING ASSISTANCE – DUE DILIGENCE
CITY OF MURFREESBORO – KING PROPERTY

Dear Mr. Whitaker:

Griggs & Maloney (G&M) is pleased to assist the City of Murfreesboro with the following due diligence scope of work for the property located on Butler Drive near Joe B. Jackson Pkwy consisting of 2 parcels, Parcel numbers 126 04600 and 126 04601.

All Appropriate Inquiries (AAI)- formerly known as Phase 1 Environmental Site Assessments

G&M proposes to provide an AAI investigation report for a fee of \$2,500. The AAI will include information collected as follows:

1. A perambulatory visual and olfactory field reconnaissance of the Subject Property parcels and each adjoining property as observed from the Subject Property parcels and public thoroughfare
2. A review of the site history through local public record review as available and interviews of persons knowledgeable of site history;
3. A review of the Federal and State Regulatory Agency databases;
4. A description of interviews of appropriate local government representatives; and
5. A review of historical aerial photographs and United States Geological Survey (USGS) topographic maps (quadrangles) of the site and surrounding properties.

We will prepare a single AAI or Phase I ESA report for the Subject Property that will summarize the observations made, and provide conclusions developed during the ESA investigation. The ESA will be performed in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) E 1527-13 guidelines, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process and the current All Appropriate Inquiry (AAI) federal regulations. No ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this or any ESA is intended to reduce, but not eliminate, uncertainty regarding the

environmental condition of a property. Our findings and conclusions will be based upon the information as presented in the interviews, documentation reviews, and facilities reconnaissance.

Alta Survey

G&M proposes to perform an American Land Title Association (ALTA) survey using its subcontractor Johnson & Associates, for a fee of \$20,700. The ALTA Land Title Survey will be completed based on the "Minimum Standard Detail Requirements and Accuracy Standards For ALTA/NSPS Land Title Surveys." If an ALTA survey is not required, a boundary and topographic survey can be performed for the cost of \$14,000.

Jurisdictional Waters Determination

G&M proposes to perform a Jurisdictional Waters Determination for the two parcels for a fee of \$4,500. The Jurisdictional Waters Determination will identify and delineate any wetland areas located within the subject property using the most current technical standards set forth by US Army Corps of Engineers. The JWD will also identify any drainage channels located within the subject property and determine the regulatory status of the drainage channel (Wet Weather Conveyance or Jurisdictional Stream) using the Hydrologic Determination (HD) methodology.

Preliminary Geotechnical Exploration

Griggs & Maloney proposes to work with TTL to provide the City with a limited, preliminary geotechnical evaluation of the property for a cost of \$6,500. G&M will coordinate with the City's public works department to provide a backhoe to excavate five test pits. Locations of the test pits will be selected based on site conditions observed during our reconnaissance and review of publicly available geologic maps. The test pits will be approximately 8 feet in depth or less if refusal is encountered. The material observed while digging the test pits will be visually classified and a representative grab sample will be collected.

We will contact the Tennessee 811 utility locating notification system to have participating utility companies notified of the pending subsurface penetrations. Any private underground utilities that may be present will need to be located and marked on the ground surface by the owner prior to the exploration. We are not responsible for damage to underground features that are not clearly marked or are improperly marked at the ground surface at the time of our exploration.

After completing the field and laboratory testing, we will analyze the available data and prepare a written report. The report will contain the following:

- A summary of sampling and testing techniques used;
- General information regarding the site and subsurface conditions including soil stratigraphy and groundwater observations;
- Preliminary geotechnical evaluation of the site considering the data collected and proposed project, including preliminary earthwork discussions;
- Preliminary evaluation for foundation type and range of anticipated bearing capacities;

Mr. Gary Whitaker
May 6, 2021
Page 3 of 3

- Preliminary evaluation of potential geotechnical/geologic hazards, such as karst features and comments about their potential impact for development of the property;
- Recommendations for design and construction of grade supported floor slabs.

G&M proposes to perform the scope of services referenced above on a time and expense basis for a total fee of \$34,000. G&M will perform the work in accordance with the attached standard billing rates and terms and conditions. G&M sincerely appreciates the opportunity to work with the City of Murfreesboro. Please sign where indicated below and return to me to authorize G&M to proceed with the work. Should you have any questions or comments regarding this proposal, please contact me at (615) 895-8221 or via email at rimaloney@griggsmaloney.com.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.
Principal

ACCEPTED BY:

Signature

Date

Printed Name

Title

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INSURANCE

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

3. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

4. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 15% incurred by the CONSULTANT.

5. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

6. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

7. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably

ascertain.

13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

END OF STANDARD TERMS AND CONDITIONS

GRIGGS & MALONEY, INC.
STANDARD RATES: January 2021

	<u>Per Hour Rate</u>
<u>Principal</u>	\$190-195.00
<u>Senior Project Manager</u>	\$160.00
<u>Project Manager</u>	\$135.00
<u>Senior Engineer</u>	\$160.00
<u>Project Engineer</u>	\$120.00
<u>Engineer II</u>	\$115.00
<u>Engineer I</u>	\$ 90.00
<u>Sr. Environmental Scientist</u>	\$110.00
<u>Environmental Scientist</u>	\$ 80.00
<u>Biologist</u>	\$ 80.00
<u>Sr. Geologist</u>	\$110.00
<u>Archaeologist</u>	\$125.00
<u>Environmental Specialist</u>	\$50.00 – \$80.00
<u>Drafting/CADD Operator</u>	\$ 90.00
<u>Technician</u>	\$ 76.00
<u>Clerical</u>	\$ 55.00
<u>Administrative</u>	\$130.00
<u>Resident Representative</u>	\$40.00 - \$60.00

ADDITIONAL CHARGES

Mileage	\$0.68 per mile
Per Diem	
Meal	\$41.00 per day
Lodging	\$150.00 per day
Direct Costs/Subcontractor	Cost plus 15 %

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: WRRF Roof Replacement

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval of roof replacement for the Water Resource Recovery Facility's Operations building by Perry Roofing Co.

Staff Recommendation

Approve the replacement of the WRRF's Operations building roof by Perry Roofing Co.

Background Information

Replacement of the thirty-year-old roof of the WRRF's Operations building is required. After consulting with several contractors, the replacement cost was budgeted in the Department's CIP.

The City's Purchasing Department issued an Invitation to Bid with a bid opening on April 28, 2021. Among five bidders, Perry Roofing Co. provided the lowest qualified bid.

Council Priorities Served

Maintain public safety

The infrastructure at the Water Resource Recovery Facility enables the production of excellent quality of water that enhances the West Fork Stones River for safe public use, beautiful scenery, and thriving aquatic life.

Fiscal Impact

The cost of the roof work is \$146,438. \$130,000 was budgeted from the Department's Rate Funded Capital Budget to fund the project. The remaining \$16,438 would come from Working Capital Reserves.

Attachment

Contract with Perry Roofing Co.

CONSTRUCTION CONTRACT

(For use on projects less than \$250,000)

This Construction Contract is entered into as of _____ (the "Effective Date"), by and between the City of **MURFREESBORO**, a Tennessee municipal corporation (the "City") and **PERRY ROOFING COMPANY INC.**, a Corporation of the State of Tennessee ("Contractor").

- A. The project for which Contractor is providing construction services (the "Work") is described as follows (the "Project"): "Operations Building Roof Replacement"
- B. The following constitute the contract documents for the Project (the "Contract Documents"):
 - (1) This Contract
 - (2) Exhibit A - Supplemental Conditions
 - (3) Exhibit B – Insurance Requirements
 - (4) Non-Collusion Affidavit
 - (5) Drug Free Workplace Affidavit
 - (6) Performance bond
 - (7) Payment bond
 - (8) Specifications as listed in "ITB-22-2021 – Operations Building Roof Replacement."

Agreement

- 1. **Duties and Responsibilities of Contractor.** In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor will:
 - a. Provide construction services consistent with the Contract Documents.
 - b. Provide post-construction warranty and repair in accordance with the Contract Documents, including (without limitation) doing any and all things necessary to provide the City with a twenty (20) year NDL Manufacturer's Labor and Materials warranty, which shall be transferred to the City upon completion of the Work.
 - c. Provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
 - d. Maintain sole responsibility for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is effected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the various Work assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.
 - e. Keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and will properly disposal of all surplus or waste materials upon completion of the Work.
 - f. Comply with any additional Contractor duties and responsibilities as specified in the Supplementary Conditions, if attached hereto.

2. **Representations of the Contractor.** In order to induce the City to enter into this Contract, Contractor makes the following representations:
 - a. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - b. Contractor has had the opportunity to visit and inspect the work site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
 - c. Contractor is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.
 - d. Contractor has a clear understanding the Work Assignments will involve work with elementary schools and facilities.
 - e. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing the construction activities and delivering the construction services; information and observations obtained or that should have been obtained from site inspections; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - f. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price (as defined below), within the Contract Times as defined below), and in accordance with the other terms and conditions of the Contract.
 - g. Contractor is aware of the general nature of work that may be performed by the City and/or others at the various Work Assignment sites that relate to the Work as indicated in the Contract Documents.
 - h. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to Contractor.
 - i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
3. **Duties and Responsibilities of the City.** In addition to the duties and responsibilities set forth in the above referenced documents, the City will provide suitable surveys, sketches, or drawings of the requirements and/or limits of the various individual Work Assignments; appropriate schedules for the progress of the various Work Assignments; and other information as may be requested and/or appropriate for the Contractor to execute the various Work Assignments.
4. **Term and Progress of the Work.** This Contract is not effective until approved by the City and signed by all required parties.
 - a. The construction services as provided in the Contract Documents shall be completed by the close of business on June 30, 2021. No adjustment to this time will be made except by a written Change Order signed by a person duly authorized by the City and no course of

conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract price and no person may waive this provision.

- b. No work on this Project may begin prior to a Notice to Proceed being issued by the City and Contractor hereby waives any claim for any compensation or reimbursement performed prior to the Notice to Proceed.
 - c. The City may perform construction related to the Project with its own forces or award separate contracts in connection with other portions of the Project. Contractor must cooperate and coordinate all Contractor work with all City work.
 - d. Additional Progress of Work requirements are as specified in the Supplementary Conditions, if any.
5. **Price.** The maximum price for services rendered pursuant to this Contract is **\$146,438** (the "Contract Price"). No increases in the price of this Contract is authorized unless a written Change Order is signed by a person duly authorized by the City and no course of conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract Price and no person may waive this provision.

***NOTE:** This Contract is void if the Contract Price above is greater than \$250,000 unless specific express authorization signed by the City's Mayor is attached hereto.*

6. **Payment.**
- a. Payment will be made by the City based on Work progress after services have been received, accepted, and properly invoiced. Once Contractor has submitted a monthly invoice, the City will issue payment within 30 days from submittal. The final payment will be made only after Contractor has completely performed its duties under this Contract and the work has been approved and accepted by the City.
 - b. If Contractor fails to carry out the Work in accordance with the Contract Documents or within a reasonable time after receipt of written notice from the City or to correct any deficiency of the work with diligence and expedience, the City may correct the default or deficiency and, without prejudice to other remedies in law or at equity, the Contract Price will be reduced equal to the cost of the correction.
7. **Termination for 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 72 hours after the serving of such notice upon the Contractor such violation or delay ceases and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said 72 hours. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
8. **Suspension of Work.** Any unauthorized work stoppage due to any type of strike by the Contractor's labor force is grounds for immediate termination of this Contract by the City; provided however, in the City's sole discretion, during any period of work stoppage by the Contractor's labor force, the City reserves the right to have any and all Work Assignments performed by City crews or crews from another Contractor or Contractors and to deduct from the Contract Price all costs associated with such performance.

9. **Termination for Convenience.** The City may terminate this Contract at any time after 30 days' written notice to Contractor. In that event, the Contractor is entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
11. **Maintenance of Records.** Contractor must maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, will 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.
12. **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 executed by signature of the City Manager.
13. **Priority of Documents.** In the event of conflicting provisions, all documents are to be construed according to the following priority: (i) any properly executed amendment or change order to this contract (most recent with first priority); then (ii) this Contract and exhibits thereto; then (iii) the provisions of the required Payment and Performance Bond provisions; then (iv) the specifications referenced herein; and lastly (v) any other documents referenced herein.
14. **No Partnership or Joint Venture.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party is liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this Contract, including modification of the Contract Price, affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **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, the Contractor certifies and warrants it will comply with this policy.
17. **Indemnification.**
 - a. Contractor indemnifies and hold harmless the City, its officers, agents, and employees from (i) 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 (ii) 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. Contractor must pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

- 18. **Insurance and Bonds.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee. Contractor must name the City and the City of Murfreesboro as an additional insured on all liability insurance policies and provide the City a copy of the endorsement. Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
 - a. Insurance requirements are specified in Exhibit B, attached hereto.
 - b. Contractor must furnish a Performance Bond and a Payment Bond, each in the amount of 100% of Contractor's entire obligation under the Contract, as security for faithful payment.

- 19. **Attorney Fees.** Contractor agrees that, should either party deem it necessary to take legal action to enforce any provision of the Contract and the City prevails to any extent, Contractor must pay all expenses of such action including the City's attorney fees and costs incurred at all stages of the litigation or dispute resolution.

- 20. **Assignment—Consent Required.** The provisions of this Contract inure to the benefit of and is 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 may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer will not release Contractor from its obligations hereunder.

- 21. **Entire Contract.** This Contract and all documents listed above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties and supersede any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract is binding unless evidenced in writing and signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract constitute, or may be deemed to constitute, a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.

- 22. **Force Majeure.** In the event of any occurrence of an event of *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes that could not have been prevented by and which are not attributed to fault or negligence of Contractor, (i) the City may choose to cancel this Contract, pay only for work performed by Contractor, and have no further liability whatsoever under the Contract, or (ii) at the City option, Contractor will be granted an equitable extension of the period of performance.

- 23. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof is governed by the laws of the State of Tennessee. Tennessee law governs 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 Contract must be maintained in the courts for Rutherford County, Tennessee.
25. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Contract.
26. **Notices.** Notices to the City, including but not limited to notice of assignment of any rights to money due to Contractor under this Contract, must be mailed or hand delivered to the address below. Any notice to Contractor from the City relative to any part of the Contract will 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.

PERRY ROOFING COMPANY INC.

CITY OF MURFREESBORO

By: Chuck Perry
Its: Owner

By: Shane McFarland
Its: Mayor

Approved as to form:

Adam Tucker, City Attorney

Address for notice to Contractor:
Attn: Chuck Perry
Perry Roofing Company Inc.
3428 Burr Road
Springfield, TN 37172

Address for notice to the City:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Exhibit A
Supplementary Conditions

Each party acknowledges that no Supplementary Conditions are necessary for this project by initialing below:

City: _____

Contractor: _____

Exhibit B
Insurance Requirements

Contractor must, as a material obligation to the City and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Contract requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance ("CGL").

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The CGL insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each CGL policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance.

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.

- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage.

- 4.1 The products and completed operations liability coverage required by this Contract must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Contract (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term, Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the City may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements.

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$1,000,000 per occurrence, and \$1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the City proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - d. The City has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:
 - 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
 - 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
 - 6.3 Include the Project per aggregate endorsement;
 - 6.4 Waive all rights of subrogation against the City;
 - 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the City; and
 - 6.6 Be otherwise satisfactory to the City. The City agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the City is satisfied the insurance is not commercially available to the insured. In such event, the City has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the City be a loss-payee under the policy.
7. **Certificates and Endorsements**
 - 7.1 Within 10 days after the execution of this Contract, Contractor must provide the City with certificates and endorsements;
 - 7.2 Upon City request, Contractor must provide the City with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the City under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the City.
 - 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
8. **Reduction in Coverage.** Contractor must promptly inform the City of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The City has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.
9. **Suppliers and Materialmen Coverages**
 - 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
 - 9.2 With respect to any equipment, machinery or other goods for which the City or Contractor has paid a deposit, Contractor will cause the respective suppliers and

materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the City and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the City certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the City that the required insurance is in place; together with the original of each bond required under this Contract. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the City to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The City is under no obligation or duty to make any such inquiry and the City is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The City's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the City with certified copies of all policies and endorsements obtained in compliance with this Contract.
- 12. Indemnity.** The fact that Contractor and its Subcontractors are required by this Contract to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the City and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Contract, the terms of this Exhibit will govern.

COUNCIL COMMUNICATION

Meeting Date: 05/20/2021

Item Title: Rutherford County Library System Board of Directors

Department: Administration

Presented by: Mayor

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Appointment to the Rutherford County Library System Board of Directors.

Background Information

The Rutherford County Library Board of Directors has members from Murfreesboro, Rutherford County, Smyrna, and Eagleville. The Board of Directors consists of eleven members.

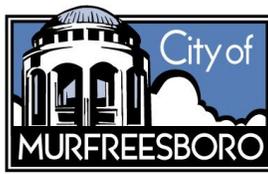
Council Priorities Served

Establish strong City brand

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

1. Memo from Mayor McFarland
2. Memo from Rita Shacklett



... creating a better quality of life.

May 20, 2021

Members of City Council

RE: Stones River Regional Library Board

As an item for the Council agenda, I am recommending the reappointments to the Rutherford County Library System Board of Directors.

Reappointments

Tim Bowling (term expiring June 2024)

Madelyn Scales Harris (term to end of coinciding City Council term)

Sincerely,

Mayor Shane McFarland

Administration Department

111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov



Rita Shacklett
Director of Libraries

MEMORANDUM

Board Officers

Rollie Holden, Jr.
Chair

Steve Sullivan
Vice-Chair

Tim Bowling
Treasurer

Lynn Alexander
Secretary

Board of Directors

Janita Baucum

Lauren Brandon

Madelyn Scales Harris

Lynette Ingram

Phil King

Lisa Trail

Chris West

TO: Mayor McFarland & City Council

FROM: Rita Shacklett

DATE: May 18, 2021

RE: **Appointment to Rutherford County Library Board**

At their meeting on May 17, 2021, the Rutherford County Library System Board of Directors asked me to contact you regarding two (2) openings on the Rutherford County Library System Board. They are recommending the following:

- Tim Bowling for reappointment for another term to end June 2024
- Madelyn Scales Harris for reappointment for another term to end coinciding with her term on City Council

A completed application for Mr. Bowling is attached to this letter of recommendation. I understand there is no need for one for Ms. Scales Harris as she is appointed to the Board as part of her service on City Council.

The RCLS Board of Directors would like to endorse Mr. Bowling and Ms. Scales Harris as city representatives to the Rutherford County Library Board.

Thank you for your consideration.

Respectfully,

Rita Shacklett
Director of Libraries