

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
September 2, 2021

PRAYER

Mr. Rick LaLance

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Hangar 1 Construction Change Order #2 (Airport)
2. Community Investment Program Funds Transfer (Finance)
3. MOU with Motlow State Community College for Fire Rescue Department Training (Fire Rescue)
4. Purchase ZOLL Cardiac Monitors and AED Machines (Fire Rescue)
5. Miracle Recreation Agreement for Play Structures (Parks & Recreation)
6. Contract Extension with Columbia Chrysler for Vehicle Equipment Installation (Police)
7. Contract Extensions with On-Duty Depot and Dana Safety Supply for Police Vehicle Equipment (Police)
8. Asphalt and Concrete Purchase Report (Street)
9. Banner Request to Hang Across East Main Street for A Lively evening on Main Rutherford County Library System to be displayed April 28-May 7, 2022 (Street)
10. Asphalt Purchases Report (Water Resources)
11. Sanitary Sewer Rehabilitation 2020-2021 Final Change Order #2 (Water Resources)
12. Donation of Easements to Middle Tennessee Electric (Transportation)

Minutes

13. Approval of City Council Minutes August 11, 2021 (Finance)

New Business

Resolution

14. Resolution 21-R-31 FY22 City Schools Budget Amendment #2 (Schools)

Land Use Matters

15. Rezoning property along West Northfield Boulevard (Planning)
 - a. Public Hearing: Rezone approximately 4.6 acres

- b. First Reading: Ordinance 21-OZ-20
- 16. Rezoning property along New Salem Highway (Planning)
 - a. Public Hearing: Rezone approximately 5.4 acres
 - b. First Reading: Ordinance 21-OZ-27
- 17. Sewer Allocation Variance- Parkwood Court Duplex Lots (Planning)

On Motion

- 18. Repairs to Main Street Building (Community Services)
- 19. Contract Amendment for Fire Hoses (Fire Rescue)
- 20. Golf Department Equipment Purchase (Golf)
- 21. Purchase of Body Armor (Police)
- 22. Street Department Vehicle and Equipment Purchases (Street)
- 23. 2021 West Fork Stones River Bioassessment (Water Resources)
- 24. High Service Pump Station and Membrane Feed Pump Improvements Bid Award (Water Resources)
- 25. Pall Membrane Module Replacement (Water Resources)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Hangar 1 Construction Change Order #2

Department: Airport

Presented by: Chad Gehrke

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Change Order for utility relocation actual costs and reimbursement of allowances.

Staff Recommendation

Staff requests approval of Change Order 2 for the Hangar 1 Replacement project.

Background Information

Morgan Construction and Allen & Hoshall were selected by the Murfreesboro Public Building Authority as the design build team for the Hangar 1 Replacement Project at the Murfreesboro Airport. The construction contract was approved by Council on April 8, 2021.

This Change Order trues up the construction contract's utility relocation fees and installation and reimbursement of allowances for the project.

This cost associated with this change order is a deduct of \$11,425.

Council Priorities Served

Improve economic development

The new hangar project will expand Airport infrastructure with the construction of a new modern and versatile hangar facility allowing for the use of one or more tenants and providing for the creation of highly skilled jobs within the City.

Fiscal Impact

The decrease in project costs is \$11,425 for a total construction contract price of \$4,296,540, and an overall project cost of \$4,381,599. Project costs are partially funded through a \$2m Tennessee Airport Economic Development Grant. An additional \$2m was budgeted in FY21 to transfer from General Fund with the remaining costs funded through Airport Fund balance.

Attachments

Hangar 1 – Construction Change Order 2



AIA Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT <i>(Name and address):</i> Murfreesboro Airport Hangar 1 Replacement Murfreesboro, TN	CHANGE ORDER NUMBER: 2 DATE: 8/23/2021	OWNER: <input checked="" type="checkbox"/> DESIGN-BUILDER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER <i>(Name and address):</i> Morgan Construction Co., Inc. P.O. Box 4404 690 Manufacturers Road Chattanooga, TN 37405	OWNER'S PROJECT NUMBER: 2012 DESIGN-BUILD CONTRACT DATE: March 31, 2021 DESIGN-BUILD CONTRACT FOR: General Construction	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Change Request #4 - Add \$19,262 See Attached
Change Request #5 - Deduct (\$30,687) See Attached

The original Contract Sum was	\$ 4,038,015.96
The net change by previously authorized Change Orders	\$ 41,024.00
The Contract Sum prior to this Change Order was	\$ 4,079,039.96
The Contract Sum will be decreased by this Change Order in the amount of	\$ 11,425.00
The new Contract Sum including this Change Order will be	\$ 4,067,614.96

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 30, 2021.

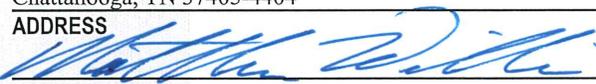
NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Morgan Construction Company, Inc.
DESIGN-BUILDER *(Firm name)*

P.O. Box 4404
690 Manufacturers Road
Chattanooga, TN 37405-4404
ADDRESS


BY *(Signature)*

Matt Williams, Vice President of Operations
(Typed name)

8/24/21
DATE

City of Murfreesboro
OWNER *(Firm name)*

111 West Vine Street
Murfreesboro, TN 37133-1139
ADDRESS


BY *(Signature)*

Shane McFarland, Mayor
(Typed name)

DATE

July 20, 2021

Kayla Walker
City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#4)
Murfreesboro, TN

Dear Kayla:

The utility relocation actual costs with utility allowance credit is \$19,262.

See attached plan noting the approximate locations of the existing utility lines and the plan locating the approximate locations of the relocated utility lines.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved: _____ Date: _____

Sincerely,



Evan Rector
Project Manager

Morgan Construction Company, Inc.

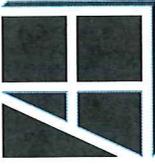
Revision Estimate
 Hanger Replacement
 Murfreesboro, TN
 2012
 CR #4 - REVISED
 RE: Utilities relocations

DATE: July 20, 2021
 T & I 19.25%
 SUBS G.L. 0.238%
 S.TAX 9.75%
 SF 19,840
 OH&P 5.00%

CODE	ITEM	QUANTITY	UNIT COST			LABOR	MAT'L	SUB	OTHER	T & I	TOTAL
			L	M	O						
-		1 ls				\$0	\$0		\$0	\$0	\$0
-		1 ls				\$0	\$0		\$0	\$0	\$0
02260	Electrical Primary Relocation	1 ls				\$0	\$0	\$28,010	\$0	\$0	\$28,010
02260	Gas line Relocation Excavation	1 ls				\$0	\$0	\$7,900	\$0	\$0	\$7,900
02260	Atmos Energy Pipe Installation	1 ls				\$0	\$0	\$0	\$0	\$0	\$0
02260	75% of Padmount Transformer Cost	1 ls				\$0	\$0	\$4,137	\$0	\$0	\$4,137
02260	550' of 3-Phase Underground Primary	1 ls				\$0	\$0	\$6,188	\$0	\$0	\$6,188
-		1 ls				\$0	\$0		\$0	\$0	\$0
18100	Owner's Allowance	1 ls				\$0	\$0		-\$28,000	\$0	-\$28,000
-		1 ls				\$0	\$0		\$0	\$0	\$0
-		1 ls				\$0	\$0		\$0	\$0	\$0
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-		1 ls				\$0	\$0		\$0	\$0	\$0
-		1 ls				\$0	\$0		\$0	\$0	\$0
-		1 ls				\$0	\$0		\$0	\$0	\$0
					Subtotal	\$0	\$0	\$46,235	-\$28,000	\$0	\$0
17250	SUB GEN. LIAB.							\$110			\$110
											\$0
											\$0
	TOTALS					\$0	\$0	\$46,345	-\$28,000	\$0	\$18,345

Total Project Budget Change:	\$18,345
MCC OH & P:	\$917
Total Add/Deduct to Contract:	\$19,262

NOTES:
 Only includes changes as listed above and on the subcontractors backup. All other changes are excluded.



Allen & Hoshall
engineers • architects • surveyors



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**MURFREESBORO AIRPORT
SOUTH TERMINAL HANGAR
#1 REPLACEMENT**

**MURFREESBORO AIRPORT
1935 MEMORIAL BLVD
MURFREESBORO, TN 37129**

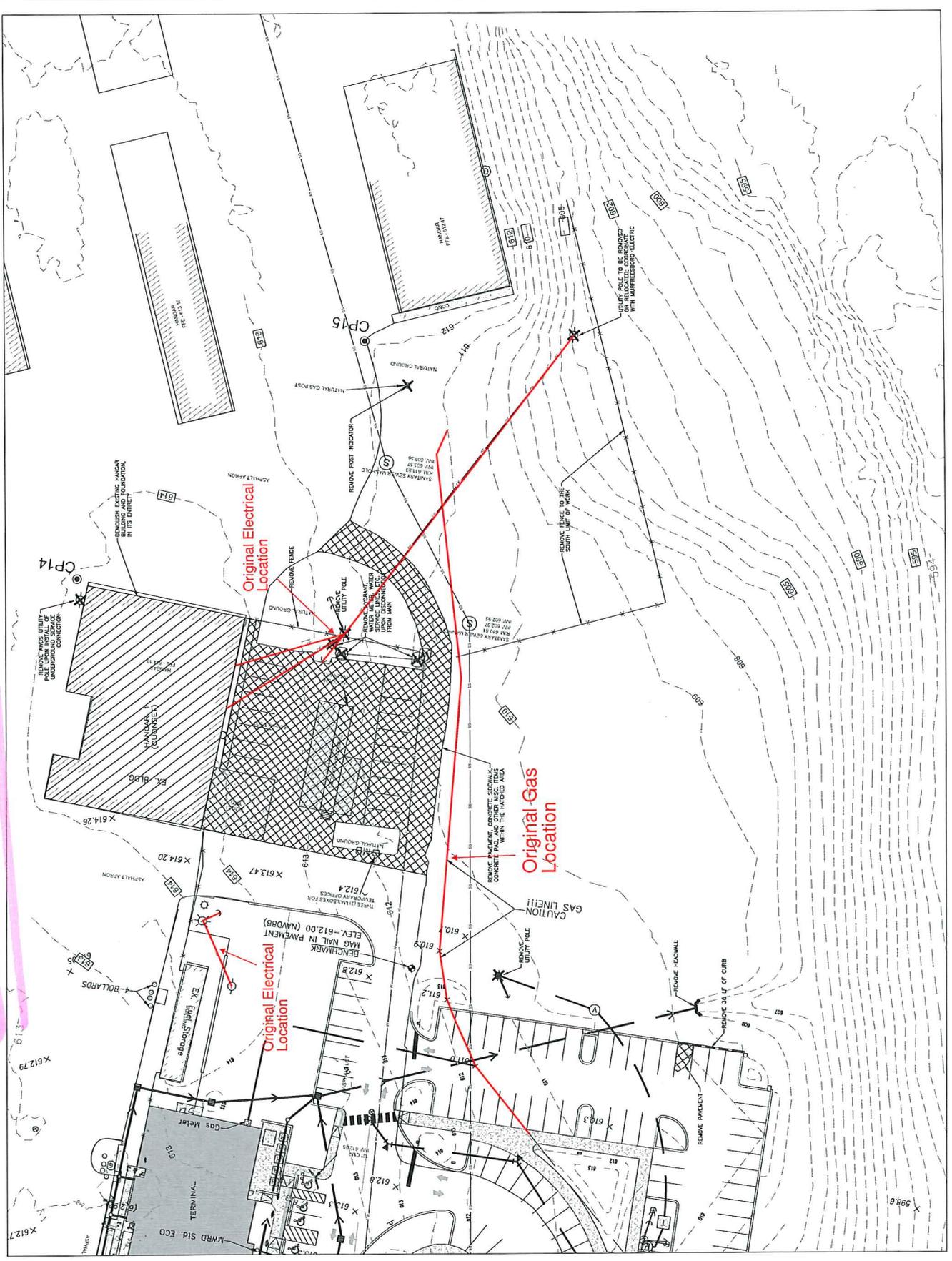
NO.	DESCRIPTION	DATE

**EXISTING CONDITIONS AND
DEMOLITION PLAN**

JOB NO: 030413
DATE: 03/07/2021
DRAWN BY: JAH
CHECKED BY: JAH



Design Document
C0.1



EXISTING

Baker Construction Inc
3895 Betty Ford Road
Murfreesboro, TN 37130
BAKERCONSTR.COM
Phone: 615-895-5529
Fax: 615-904-9669

PROPOSAL



Change Order: CO-10

Job Number: 271

Date: 6/22/2021

To:
MBT Jones Hangar Attn: Tyler Mills 1930 Memorial Blvd Murfreesboro, TN 37130

Description

Underground Electric Primary

Comments

Run primary from existing vault/3 phase transformer vault/pole connection

Proposal Total:	28,009.73
------------------------	------------------

Acceptance
Accepted by: _____
Title: _____
Date: _____

REVISED Amount

Baker Construction Inc
 3895 Betty Ford Road
 Murfreesboro, TN 37130
 BAKERCONSTR.COM
Phone: 615-895-5529
Fax: 615-904-9669

PROPOSAL



Change Order: CO-10

Job Number: 271

Date: 6/22/2021

To:
 MBT Jones Hangar
 Attn: Tyler Mills
 1930 Memorial Blvd
 Murfreesboro, TN 37130

Description

Underground Electric Primary

Comments

Run primary from existing vault/3 phase transformer vault/pole connection

Reference	Description	Quantity	UOM	Extended Price
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Underground Electricity

23.05.050	THREE PHASE CONCRETE TRANSFORMER PAD (MTEMC)	1.0000	EA	
23.07.025	THREE PHASE PRIMARY IN STONE 2-4"; CABLE & TELEDUCT	608.8517	LF	
23.07.080	POLE CONNECTION 4" CONDUIT SCH 80	1.0000	EA	

Underground Electricity Total: 33,961.12

*SEE
 REVISED*

Proposal Total: 33,961.12

Acceptance

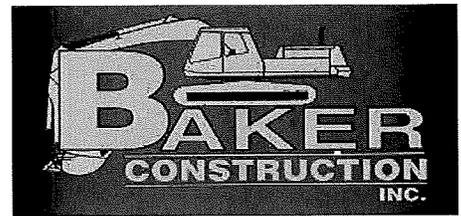
Accepted by: _____

Title: _____

Date: _____

Baker Construction Inc
 3895 Betty Ford Road
 Murfreesboro, TN 37130
 BAKERCONSTR.COM
Phone: 615-895-5529
Fax: 615-904-9669

PROPOSAL



Change Order: CO-11

Job Number: 271

Date: 6/24/2021

To:
 MBT Jones Hangar
 Attn: Tyler Mills
 1930 Memorial Blvd
 Murfreesboro, TN 37130

Description

Natural Gas Line Relocation

Comments

Open and close ditchline and clean up spoils

Reference	Description	Quantity	UOM	Unit Price	Extended Price
-----------	-------------	----------	-----	------------	----------------

Natural Gas

27.05	NATURAL GAS DITCHLINE	730.0000	LF	10.8218	7,899.95
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Natural Gas Total: 7,899.95

Proposal Total: 7,899.95

Acceptance

Accepted by: _____

Title: _____

Date: _____

Jared Chastain

From: Mark Baker <mbaker@bakerconstr.com>
Sent: Thursday, July 8, 2021 2:52 PM
To: Jared Chastain; rbaker@bakerconstr.com
Cc: Matthew Williams; Evan Rector
Subject: RE: NOT WATER LINE
Attachments: CO #11 Natural Gas Relocation Detail06_23.pdf; CO #10 U G Electrical Detail 06_23.pdf

Underground electric is agreed to at 28000.00

That's about all the breakdown I have.

From: Jared Chastain <jchastain@morganconstruction.com>
Sent: Thursday, July 8, 2021 12:34 PM
To: Mark Baker <mbaker@bakerconstr.com>; rbaker@bakerconstr.com
Cc: Matthew Williams <MWilliams@morganconstruction.com>; Evan Rector <ejrector@morganconstruction.com>
Subject: NOT WATER LINE

Mark,

Sorry, that is for the electrical line relocation.....not the water line.

Jared Chastain, LEED AP | Estimator
PO Box 4404 | 690 Manufacturers Rd | Chattanooga, TN 37405
O: 423.266.6218 | F: 423.756.4581 | C: 423.760.9929
jchastain@morganconstruction.com | www.morganconstruction.com



From: Jared Chastain
Sent: Thursday, July 8, 2021 1:28 PM
To: Mark Baker <mbaker@bakerconstr.com>; rbaker@bakerconstr.com
Cc: Matthew Williams (MWilliams@morganconstruction.com) <MWilliams@morganconstruction.com>; Evan Rector <ejrector@morganconstruction.com>
Subject: Water Line Breakdown

Mark,

Can you please send us the breakdown costs that we can submit with the change request to the city for the 28,000ish and 8,000ish cost you gave?

This will help push through that to the city.

Jared Chastain, LEED AP | Estimator
PO Box 4404 | 690 Manufacturers Rd | Chattanooga, TN 37405
O: 423.266.6218 | F: 423.756.4581 | C: 423.760.9929
jchastain@morganconstruction.com | www.morganconstruction.com

Tyler Mills

From: Sanders, Taylor R <Taylor.Sanders@atmosenergy.com>
Sent: Thursday, July 8, 2021 9:20 AM
To: Evan Rector; Tyler Mills
Cc: Todd, Tommy T; Robbins, James R
Subject: RE: Murfreesboro Hangar - Gas Line

Evan,

Atmos energy will bare the cost of new install of the 2" line serving the hangers. With the exceptions being, opening the ditch, padding the pipe (with approved Atmos material), and closing the ditch. Atmos will pay for the pipe material (not including padding) and labor to install the pipe in approved ditch dug by your contractor.

Thank you,

Taylor R Sanders

Engineer 2
Atmos Energy Corporation
Kentucky-Mid-States Division
615-927-1596 Office
Taylor.Sanders@atmosenergy.com

From: Evan Rector [mailto:ejrector@morganconstruction.com]
Sent: Tuesday, July 6, 2021 3:15 PM
To: Todd, Tommy T <Sam.Todd@atmosenergy.com>
Cc: Tyler Mills <TMills@morganconstruction.com>
Subject: [EXT] Murfreesboro Hangar - Gas Line

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tommy,

Can you get someone in engineering to confirm the no cost for the gas line at the new hangar?

Thanks,

Evan J. Rector | Project Manager
PO Box 4404 | 690 Manufacturers Rd | Chattanooga, TN 37405
O: 423.266.6218 | F: 423.756.4581 | C: 423.713.1831
EJRector@morganconstruction.com | http://secure-web.cisco.com/1Q0YT_hgV62T1g6pGTNSoQDm7z5sK_IXBLenVdSDFdUYW8HPDvuNISL_X6h2RP-

Clint Underwood

From: Underwood, Clint
Sent: Friday, May 22, 2020 9:44 AM
To: Greg McKnight
Cc: Ford, Walter
Subject: RE: [EXTERNAL]- Murfreesboro Hangar Budget #3 Update

Also, Murfreesboro Electric gave me the, "we can't give you fees until we see a design" speech. So, we will be forced to exclude those fees for now unless you have another number you'd like plugged.

Thanks,

Clint Underwood | Vice President - Estimating
PO Box 4404 | 690 Manufacturers Rd | Chattanooga, TN 37405
O: 423.266.6218 | F: 423.756.4581 | C: 423.619.9638
cunderwood@morganconstruction.com | www.morganconstruction.com



From: Greg McKnight <gregmcknight@murfreesborotn.gov>
Sent: Friday, May 22, 2020 9:41 AM
To: Underwood, Clint <cunderwood@morganconstruction.com>
Cc: Ford, Walter <wford@morganconstruction.com>
Subject: RE: [EXTERNAL]- Murfreesboro Hangar Budget #3 Update

Good morning Clint,

That's awesome! Thanks so much for your work on the added items. If you would plug in 8K for Atmos Energy fees. Those fees on our last couple of projects have been between 5K and 8K, on the high end. Thanks again!

Greg McKnight
Director of Planning
Administration Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Office: (615) 849- 2629
Cell: (629) 219-6369
Email: gregmcknight@murfreesborotn.gov

From: Underwood, Clint <cunderwood@morganconstruction.com>
Sent: Friday, May 22, 2020 8:33 AM
To: Greg McKnight <gregmcknight@murfreesborotn.gov>
Cc: Ford, Walter <wford@morganconstruction.com>
Subject: [EXTERNAL]- Mufreesboro Hangar Budget #3 Update

INVOICE: 90094084

Invoice Date: 07/20/2021
 Terms: Due Upon Receipt
 Due Date: 07/20/2021
 Amount Due: \$ 10,323.75

MORGAN CONSTRUCTION COMPANY
 PO BOX 4404
 CHATTANOOGA TN 37405

Account: 517986
 Description: 1930 Memorial Blvd (Hanger 1) - WO# 15772393 - Downtown Murfreesboro Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
150 kVA Padmount Transformer @ 75%	1.000	EA	4,136.2500	4,136.25	
Three Phase Extension - OH & UG New Line	550.000	FT	11.2500	6,187.50	

MESSAGES		
	Subtotal:	\$ 10,323.75
	Tax:	\$ 0.00
	Total:	\$ 10,323.75
	Amount Paid:	\$ 0.00
	Amount Due:	\$ 10,323.75

Account:	517986
Invoice:	90094084
Due Date:	07/20/2021
Amount Due:	\$ 10,323.75
Amount Of Payment:	_____

Remit To:

MORGAN CONSTRUCTION COMPANY
 PO BOX 4404
 CHATTANOOGA TN 37405

MIDDLE TENNESSEE EMC
 PO BOX 330008
 MURFREESBORO TN 37133

Jared Chastain

From: Seng, Josh <Josh.Seng@mtmc.com>
Sent: Tuesday, July 20, 2021 8:05 AM
To: Evan Rector
Cc: Jared Chastain
Subject: RE: Murfreesboro Airport Hangar Replacement - UGP
Attachments: Invoice.pdf

Evan,

Please see attached.

Josh Seng

Service Designer
Middle Tennessee Electric
205 N. Walnut St., Murfreesboro, TN 37129
Office: 615.898.6738



Energy. Service. Life.

From: Evan Rector <ejrector@morganconstruction.com>
Sent: Tuesday, July 20, 2021 6:48 AM
To: Seng, Josh <Josh.Seng@mtmc.com>
Cc: Jared Chastain <jchastain@morganconstruction.com>
Subject: RE: Murfreesboro Airport Hangar Replacement - UGP

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Josh,

I just realized you were on vacation last week. Can you create an invoice for Murfreesboro Hangar and address it to Morgan Construction? Use my name if you need to. Call if you have questions.

Below is the quote that you had sent previously.

Thanks,

Evan J. Rector | Project Manager
PO Box 4404 | 690 Manufacturers Rd | Chattanooga, TN 37405
O: 423.266.6218 | F: 423.756.4581 | C: 423.713.1831
EJRector@morganconstruction.com | www.morganconstruction.com



March 30, 2021

Kayla Walker
Director of Planning
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37310

Via Email: kwalker@MurfreesboroTN.gov

RE: Hangar Replacement Murfreesboro, TN – Budget #4 - REVISED

Dear Kayla,

Attached you will find our Budget #4 for this project at \$4,266,941. We would like to also let you know of some important points as listed below:

Revisions:

- 1) Excludes any landscaping or irrigation work. Disturbed area will have seed and straw installed for stabilization.
- 2) Excludes the mechanical screen.
- 3) Excludes approximately 400 square yards of the connector road (see attached paving area in red).
- 4) Includes the PG 76-22 asphalt mix as recently directed by TAD to Allen & Hoshall.
- 5) Excludes the Lanlink, Twins, and ADS proposals.
- 6) Excludes the four (4) wheeled fire extinguishers. To be furnished by the City.
- 7) Excludes window treatments.
- 8) Excludes a polyurethane coating or concrete densifier/hardener/sealer system (Ashford Formula) in the hangar and shops.
- 9) Includes a \$20,000 allowance for door hardware as directed by the City. WMS Trimble is creating a door hardware schedule for review and approval.
- 10) Includes utilizing all available existing water filled barricades on-site. Assumed to be 40 – 8' units or 320 linear feet.
- 11) Excludes any future Fuel Farm Infrastructure or running fiber conduit from the terminal to the hangar.

Owner Allowances:

- 1) Includes a \$8,000 Gas fees allowance per City request.
- 2) Includes a \$20,000 Electrical fees allowance per City request.
- 3) Includes a \$3,900 Water/Sewer fees allowance per Greg Harvey's email attached.
- 4) Includes a \$15,000 monument sign allowance.

July 21, 2021

Kayla Walker
City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#5)
Murfreesboro, TN

Dear Kayla:

The credit to incorporate changes described by Crediting Back Allowances as listed below is (\$30,687).

Dumpster Enclosure - (\$12,000)
Signage - (\$15,000)
Air Compressor - (\$2,225)

Note: This includes 5% OH&P.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved: _____ Date: _____

Sincerely,



Evan Rector
Project Manager



March 30, 2021

Kayla Walker
Director of Planning
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37310

Via Email: kwalker@MurfreesboroTN.gov

RE: Hangar Replacement Murfreesboro, TN – Budget #4 - REVISED

Dear Kayla,

Attached you will find our Budget #4 for this project at \$4,266,941. We would like to also let you know of some important points as listed below:

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- 2) Includes a \$20,000 Electrical fees allowance per City request.
- 3) Includes a \$3,900 Water/Sewer fees allowance per Greg Harvey's email attached.
- 4) Includes a \$15,000 monument sign allowance.



- 5) Includes a \$12,000 allowance for a dumpster enclosure.

Deduct Options:

- 1) Deduct Payment and Performance Bond. Deduct (\$52,643)

GENERAL:

- 1) Budget is based on the attached Schedule A.
- 2) Includes design fees for Civil, Structural, Architectural, Mechanical, Electrical, Plumbing, Sprinkler and Site Lighting. Excludes design for Landscaping, Geotechnical Reports, Asbestos Report, Environmental Reports, Testing and/or Special Inspections.
- 3) Includes Builder's Risk insurance.
- 4) Includes \$17,644 for building permit. Excludes any aid to construction costs or any other permits or fees above the allowance amounts for utility fees.

SITE:

- 1) Includes raising the existing manhole and vacuum testing the sewer system.
- 2) Includes demolition, grading, storm drainage, paving, curb & gutter, signage, site utilities, etc.

Unit Pricing

- i. Removal of trench rock - 275/CY
 - ii. Removal of mass rock - 275/CY
 - iii. Export unsuitable soils, import and compact suitable soils - \$36/CY
- 3) Includes temporary fencing and barricades.
 - 4) All grading & excavation for site work, footings, plumbing, electrical and utilities to be performed on a classified basis. Removal of rock, wet or unsuitable soils from site, de-mucking, etc. is excluded. Morgan has been directed that the Owner is retaining approximately \$163,433 in undercut/rock removal allowance.
 - 5) Excludes storm water quality monitoring. We exclude any de-watering or well pointing of excavations which may be necessary due to groundwater.

Air Compressor	1 Is	\$100.00	\$1,300.00	\$330.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$100	\$1,756	\$350	\$19	\$2,225	\$0	\$2,225	\$2,225
					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Jennifer Brown

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:

Street Department Equipment

- Transfer \$212,018 from Paving Machine and Chipper to Rear-Mounted Knuckle Boom Truck
- Transfer \$105,740 from 1 Ton Dump Truck and ¾ Ton Trucks to 5500 Diesel Trucks
- Transfer \$36,850 from 1 Ton Dump Truck to Dump Body & Flatbed Body Trucks
- Transfer \$35,378 from 1 Ton Dump Truck to Electric and Galvanized Steel Spreaders;
- Transfer \$4,110 from Electric and Galvanized Steel Spreaders to Salt Spread for Converted Truck.

Fire Department

- Transfer \$13,507 from 75' Aerial Truck to Fire Station 4 (Medical Center Parkway)

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

1. CIP Funds Transfer – Street Department (2021 Bond)
2. CIP Funds Transfer – Fire Department (2019 Loan)



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2021 Bond Street Department

Transfer CIP funds from:

Paving Machine	\$ (124,018.23)
Chipper	\$ (88,000.00)
One Ton Dump Truck	\$ (11,562.12)
3/4 Ton Trucks	\$ (94,178.00)
One Ton Dump Truck	\$ (36,850.00)
One Ton Dump Truck	\$ (35,377.88)
Electric and Galvanized Steel Spreaders	\$ (4,110.00)
TOTAL TRANSFER	\$ (394,096.23)

Transfer CIP funds to:

Rear-Mounted Knuckle Boom Truck	\$ 212,018.23
5500 Diesel Trucks	\$ 105,740.12
Dump Body and Flatbed Body Trucks	\$ 36,850.00
Electric and Galvanized Steel Spreaders	\$ 35,377.88
Salt Spreader for Converted Truck	4,110.00
TOTAL TRANSFER	\$ 394,096.23

Explanation: Equipment needs have changed at the Street Department. It has been requested that funds be transferred for the purchase of a Rear-Mounted Knuckle Boom Truck, 5500 Diesel Trucks, Dump Body and Flatbed Body Trucks, and Electric & Galvanized Steel Spreaders and to increase the funds available for the purchase of the Salt Spreader for Converted Truck. After these transfers are made, funds remaining for the Paving Machine will be \$205,393.71 and the line items for the Chipper, 3/4 Ton Trucks, and the One Ton Dump Truck will be \$0. The balance available for the Salt Spreader for Converted Truck will increase to \$16,100.

[Signature] Budget Director Signature 8-24-21 Date

Vicki J. Massey Reviewed by Finance 8-24-21 Date

Approved *[Signature]* City Manager
 Declined 8-24-21 Date

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

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: MOU with Motlow State Community College for Fire Rescue Department Training

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Memorandum of Understanding (MOU) with Motlow State Community College (MSCC) to provide training for emergency medical technicians (EMTs).

Staff Recommendation

Approve the MOU with MSCC for EMT classes.

Background Information

MFRD has used MSCC since 2017 to deliver training for employees to obtain EMT licensure. MSCC provides state approved curriculum through didactic and clinical instruction. MFRD has a class scheduled in September at a cost of \$24,999. A second class is scheduled for May and will be \$24,999. The second class will take us over the \$25,000 limit.

Council Priorities Served

Maintain public safety

This required licensure is needed for employees to provide Basic and Advanced Life Support to the citizens of Murfreesboro.

Fiscal Impact

Funding for this training is included in MFRD's FY22 Budget.

Attachments

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING (“MOU”)
FOR
NON-CREDIT INSTRUCTION**

This MOU serves as authorization for Motlow State Community College (MSCC) to provide and bill the City of Murfreesboro, on behalf Murfreesboro Fire Rescue Department, (MFRD) located at 220 NW Broad Street, Murfreesboro, TN for the following:

Program Title(s): Advanced Emergency Medical Technician

Description: Training consists of 288 hours of class time.

Instructor(s): To be provided by Motlow State Community College

Date(s) and Time: Class Dates are: Sept. 8, 2021 through Dec. 16, 2021; 8:00am-4:30pm

Location: Murfreesboro Fire & Rescue Site

CEU’S per Participant: 28.8

Number of Participants: Not to exceed 26

Program Fee: \$24999.00

MFRD will provide all instructional materials.

MFRD agrees to make payment for services rendered within 30 days of receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with Tennessee Board of Regents and MSCC policies and guidelines, including referral to a collection agency. MFRD agrees to pay all collection costs incurred by MSCC.

MSCC and MFRD agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of MSCC or MFRD on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. MSCC and MFRD shall comply with all applicable federal and Tennessee law.

It is the policy of the MFRD 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 agreement, MSCC certifies and warrants it will comply with this policy.

MSCC will also be required to acknowledge that the MFRD is a federal government contractor, and that by virtue of this Contract, MSCC is a federal government subcontractor. Therefore, in accordance with federal law, MSCC shall specifically acknowledge and agree as follows:

- (1) The MFRD and MSCC 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.**
- (2) The MFRD and MSCC 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.**
- (3) The MFRD and MSCC 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.

**City of Murfreesboro on behalf of the
Murfreesboro Fire Rescue Department**

Motlow State Community College

Signature of Official

Signature of Official

Title

**Contracts Officer
Title**

Date

Date

Approved as to Form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: ZOLL Cardiac Monitors and AED Machines

Department: Fire Rescue

Presented by: Mark A. 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

Purchase of ZOLL cardiac monitors and AED machines.

Staff Recommendation

Approval to purchase two ZOLL cardiac monitors and five AED machines pending legal contract approval.

Background Information

MFRD proposes to purchase two ZOLL X-Series Cardiac Monitors and five ZOLL AED machines for a total of \$85,760. One cardiac monitor will be used by Safety 2, and the other will be a quick replacement monitor should one stop working on an apparatus. The AED machines will replace the department's current devices as several are approaching 10 – 12 years of age and close to the end of their service cycle. MFRD requests approval to purchase the cardiac monitors and AED machines from ZOLL Medical Corporation. ZOLL is the single-source provider of ZOLL cardiac monitors and AED machines which are interoperable with our current FireRMS and ZOLL ePCR software.

Council Priorities Served

Maintain public safety

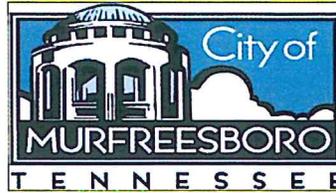
Cardiac monitors and AED machines are critical pieces of equipment for MFRD personnel to provide lifesaving services to the citizens of Murfreesboro.

Fiscal Impacts

The cost of the cardiac monitors and AED machines will be funded using the State of Tennessee's Direct Allocation Grant. These grant funds were budgeted in FY22's budget.

Attachments

1. ZOLL Sole Source Form
2. ZOLL Quote



Department	FIRE RESCUE	PO Number:	
Requester Name:	Assistant Chief Jeff Wright		
Department Director/Manager:	Chief Mark Foulks		
Signature: <i>Melinda Zoffy</i>	Approval: <u>Yes</u> or No		

1. State the use/purpose and location of the product, service, or equipment being asked to source as a sole procurement.

MFRD has been using ZOLL-X Series monitors since 2017. We need to purchase two new ZOLL-X Series monitors, that will be used by Safety 2, as well as spare unit for replacement use while monitors are out of service for repair. These monitors will be compatible with our current machines.

We also need to purchase five new ZOLL AEDs to start a replacement program for the current AEDs in staff vehicles. Our current AED are over 10 years in service and need to be upgraded to new standards. We are going to change from the LifePak brand to ZOLL brand AEDs. The defibrillation pads will be compatible with our ZOLL monitors.

2. Identify Items or Services to be Approved for Sole Procurement/Source:

MFRD needs to continue to purchase ZOLL brand monitors/AEDs so that all the necessary supplies are compatible with our cardiac monitors/AEDs.

3. Name of Manufacturer/Item(s) or Service:

ZOLL X-Series Cardiac Monitor Supplies

4. Name of Single Source Supplier:

ZOLL Medical Corporation

Mailing Address:

PO Box 27028; New York, New York 10087

Phone Number:

Fax Number:

Web Site Address (if available):

Zoll.com

5. If Purchase Related To Compatibility With Existing Equipment or Items under Warranty, Then Identify the Item(s) or Equipment and the ITB or Contract Details:

MFRD has used the ZOLL X-Series Cardiac Monitors since 2017. We need to continue to purchase the appropriate supplies that are compatible with the monitors.

6. SOLE SOURCE CONSIDERATIONS - (Mark The One That Best Qualifies)

- | | | |
|----|----------|---|
| A. | X | Enhancements of Existing Equipment . . . The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from original manufacturer is paramount. (Complete Section 5, 7 & 8) |
| B. | | Replacement Equipment . . . The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results. (Complete Sections 5, 7 & 8) |
| C. | | Replacement Parts . . . The purchase is for replacement parts needed for repair of existing equipment where compatibility with equipment from the original manufacturer is paramount. (Complete Sections 5, 7 & 8) |
| D. | | Technical Service . . . The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature. (Provide detail in Section 8) |
| E. | | Continuation Or Prior Work . . . Additional item, service or work required, but not known to be have been needed when the original order was placed with vendor. (Provide detail in Section 8) |
| F. | | Other . . . (Complete Sections 7 & 8)
State <input style="width: 100%;" type="text"/> |

7. SOLE SOURCE DISTRIBUTION - (Mark One That Qualifies)

- | | | |
|----|----------|---|
| A. | X | The item is manufactured or produced by entity, or entity holds exclusive rights to item, and entity solely transacts (sells) direct to the customer. (There are no dealers or distributors for entity) |
| B. | | The item is manufactured or produced by entity, or entity holds exclusive rights to item, and entity does not sell direct to the customer. Entity solely distributes the item through only one dealer or distributor. |

Note: If item available from more than one source, the item may be treated as proprietary, but must be competitively solicited from multiple (two or more) sources of supply.

Attach Current Dated And Signed Letter From Manufacturer, Producer Or Rights Holder Or Include Statement On Firm Price Quotation Substantiating Selection "A" Or "B" Above.

8. DETAILED JUSTIFICATION FOR NOT BIDDING - (Precise Explanation Required)

A. Explain the unique functional or performance requirements that must be met for the use of the items. Brand preference, preferred favorite or "only source known" are not qualifying sole source explanations. Please be brief, but concise. Space below is limited to size of cell.

Compatible supplies for appropriate monitor/AEDs (ZOLL X-Series/AED 3) functions.

B. Detail the item's component parts that must meet requirements outlined above and why, if applicable, competing products are not equivalent. Please be brief, but concise. Space below is limited to size of cell.

We currently have the X-Series monitors, and the ZOLL AED 3 will keep all of our defibrillation pads compatible.

9. FIRM PRICE QUOTATION NEEDED

Attach dated firm price quotation from sole source or sole dealer/distributor pricing the product(s) or service(s) identified in section 2. Quoted prices shall be firm and inclusive of all costs including transportation.

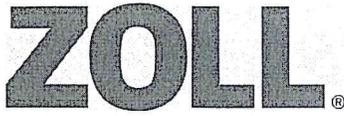
10. SIGNATURE REQUIRED

I hereby declare the information provided herein to be true and accurate to the best of my knowledge. I understand any false or misleading information may be considered a violation under Procurement Code.

Name *Jeff Wright*

Signature *Jeff Wright*

Date *8/12/2021*



ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Murfreesboro Fire Rescue Department
 220 NW Board Street
 Murfreesboro, TN 31730

Attn: **Jeff Wright**

email: jwright@murfreesborotn.gov

Tel: 615-893-1422

QUOTATION 390545 V:1

DATE: July 19, 2021

TERMS: Net 30 Days

FOB: Destination

**

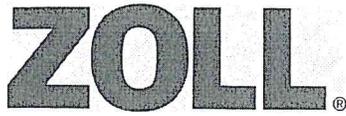
FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231112-01	<p>X Series ©Advanced Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, TBI Dashboard™, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options:</p> <p>Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> • See - Thru CPR artifact filtering 	2	\$44,519.25	\$32,499.05	\$64,998.10 *

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Adam Britt
 EMS Territory Manager
 901-212-9677

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4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
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email: jwright@murfreesborotn.gov

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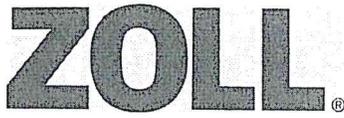
FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>ZOLL Noninvasive Pacing Technology:</p> <p>BVM: Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate, for intubated and non-intubated patients. • AccuVent Cable included • Order Accuvent disposable sensors separately</p> <p>Masimo Pulse Oximetry</p> <p>SP02 & SpCO • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet)</p> <p>NIBP Welch Allyn includes: • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff</p> <p>End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately</p> <p>Interpretative 12- Lead ECG: • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set</p> <p>Remote Viewing Capabilities: Remote viewing capabilities from ZOLL allows clinicians to</p>				

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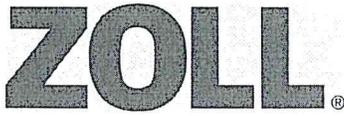
FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		remotely view real-time data from the X Series® monitor/defibrillator screen via a cellular or WiFi connection • Subscription required and ordered separately				
2	8000-000393-01	X Series Carry Case, Premium	2	\$715.85	\$542.11	\$1,084.22 *
3	8000-001128	AccuVent Sensors (10/box)	2	\$643.75	\$500.00	\$1,000.00 *
4	8000-0341	SpO2/SpCO/SpMet Rainbow Reusable Patient Cable: Connects to Single Use Sensors (4 ft)	2	\$252.35	\$171.50	\$343.00 *
5	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	2	\$870.35	\$591.50	\$1,183.00 *
6	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$52.45	\$40.91	\$81.82 *

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FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
7	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$110.25	\$220.50	*
8	8000-0580-01	Six hour rechargeable Smart battery	4	\$519.75	\$346.50	\$1,386.00	*
9	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	2	\$1,022.02	\$661.50	\$1,323.00	*
10	8000-000875-01	Paper, Thermal, BPA Free (box of 6)	2	\$24.72	\$16.80	\$33.60	*
11	8300-000676	OneStep Cable, X Series	2	\$459.64	\$375.00	\$750.00	*
12	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	2	\$405.56	\$291.00	\$582.00	*
13	8502-001103-01	ZOLL AED 3 BLS EMS/ FIRE Package. includes: Product Documentation, ZOLL AED 3 Battery Pack, Carry Case, CPR Stat padz, Pedi padz II. Six (6) year factory warranty.	5	\$3,650.00	\$2,555.00	\$12,775.00	*

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901-212-9677

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



TO: Murfreesboro Fire Rescue Department
 220 NW Board Street
 Murfreesboro, TN 31730

Attn: **Jeff Wright**

email: jwright@murfreesborotn.gov

Tel: 615-893-1422

ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 390545 V:1

DATE: July 19, 2021

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		*Pricing contingent upon a signed LOC METRO GOV OF NASHVILLE & DAVIDSON CNTY TN 2019 Contract CW2227857 Agreement with ZOLL Medical Corporation.				
TOTAL						\$85,760.24

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Adam Britt
 EMS Territory Manager
 901-212-9677

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

COUNCIL COMMUNICATION

Meeting Date: 09-02-2021

Item Title: Miracle Recreation Agreement for Play Structures

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

Miracle Recreation Equipment Company Agreement for Play Structures.

Staff Recommendation

Approve Agreement with Miracle Recreation for Play Structures.

Background Information

Two adjoined play structures currently installed at Kids' Castle playground have frayed due to normal wear and tear of the equipment. If not replaced, this will eventually cause safety issues to the users.

Council Priorities Served

Maintain public safety

Safe playground equipment at Kids' Castle is a priority. Currently, both structures are operational; however, due to the pattern of continued use, if not replaced, we will have to remove to obtain safe playground standards.

Fiscal Impact

Total project cost is \$27,752.96. The operational budget will cover \$10,000 of the cost, and the remaining \$17,752.96 will be funded through CIP.

Attachments

1. Miracle Recreation Equipment Co. Agreement
2. Miracle of KY and TN Quote
3. Miracle of KY and TN Compatibility Letter

**Agreement for Playstructures
For Murfreesboro Parks & Recreation Department**

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 **Miracle Recreation Equipment Company** of the State of Iowa ("Contractor").

This Agreement consists of the following documents:

- This document
- Contractor's Proposal 21-0708-51 dated July 8, 2021
- 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 Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Lastly, the Contractor's Proposal 21-0708-51 dated July 8, 2021

1. Duties and Responsibilities of Contractor.

- a. Contractor agrees to provide, and City agrees to purchase the equipment and services set forth on Contractor's Proposal 21-0708-51 dated July 8, 2021. Equipment consists of #994010GR 8' Green Bridge Web and #991122PNLGR Activity Net Kit with Panels.
- b. Contractor must complete installation of playground structures by, but no later than, 90 days from the Effective Date of this Agreement. Installation must be completed per direction of Rachel Singer at the designated park location within Murfreesboro, TN.
- c. Installation Addresses: Murfreesboro Parks & Recreation Department
925 Golf Lane
Murfreesboro, TN 37130
- d. Contractor must contact Rachel Singer 3-5 business days before starting installation of the equipment.
Email: rsinger@murfreesborotn.gov
Phone: 615-642-1103
- e. Contractor shall remove all trash and excess materials from site.
- f. Contractor shall provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
- g. Contractor shall provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
- h. Contractor shall maintain sole responsibly 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 affected 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.
- i. Contractor shall keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and Contractor will properly disposal of all surplus or waste

materials upon completion of the Work. Comply with any additional Contractor duties and responsibilities as specified in the Supplementary Conditions, if attached hereto.

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

3. **Price; Compensation; Method of Payment.**
 - a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Proposal 21-0708-51 dated July 8, 2021, which reflects a total purchase price of \$27,752.96. Price is inclusive of freight and installation. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries and installation of all items shall be made within 90 calendar days of order at 925 Golf Lane, Murfreesboro, TN. Contact Rachel Singer (phone: 615-642-1103; email: rsinger@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 Contractor's Proposal dated July 8, 2021. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. 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 Contractor's Proposal 21-0708-51 dated July 8, 2021.
 - e. All deliveries made pursuant to the Agreement 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 purchase price.

4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in Contractor's Proposal dated July 8, 2021.

5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
7. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed

infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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 the Contractor:

Tami Phillips
Miracle of KY and TN
931 Commerce Drive
Leitchfield, KY 42754
tami@miraclekytn.com

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
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, epidemic, pandemic 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").

CITY OF MURFREESBORO, TENNESSEE

MIRACLE RECREATION EQUIPMENT COMPANY

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Tami Phillips
Tami Phillips, Owner

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker
Adam F. Tucker, City Attorney

Miracle of KY & TN

931 Commerce Drive
 Leitchfield, KY 42754
 Phone: (800) 251-5578
 Email: Tara@miraclekytn.com
 Prepared By: Tara Carpenter



Customer

Murfreesboro Parks and Recreation
 351 Overall Street
 Murfreesboro, TN 37130
 615-624-3290
rmillar@murfreesborotn.gov

Quote

Date:	7/8/2021
Quote #	21-0708-51
Project:	Rep Parts
Contact:	Rob Millar

R0078215437

QTY	Model #	Description	Total
1	988920RED	Slide/Climber-Scale-N-Slide	WARRANTY
1	989775	Parts Carton for Scale-N-Slide	WARRANTY
1	989121FRG	TUBE ELBOW 30 ID 48 DEG	WARRANTY
1	985771FRG	EXIT SECTION 30" DIA TUBE W/INSERTS	WARRANTY
25	104750	BOLT 1/4-20 X 5/8 BHCS 6 LOBE 18-8 SS	WARRANTY
50	117001	WASHER 1/4 FLAT 18-8 SS MS15795-811	WARRANTY
25	104473	BOLT 1/4-20 X 3/4 BHCS 6 LOBE 18-8 SS	WARRANTY
25	110156	NUT 1/4-20 TEE (4) PRONG 316 SS	WARRANTY
1	994010GR	BRIDGE WEB, 8' GREEN	\$ 9,674.00
1	HW994012-1	HRDW PKG 7146144 M1/1	\$ 31.00
1	991122PNLGR	ACTIVITY NET 4M KIT W/PANELS	\$ 13,960.00

Quote is Valid for 15 Days

Freight:	\$ 287.96
Install:	\$ 3,800.00
Total Due:	\$ 27,752.96

Not available for install until end of 2021 or beginning of 2022

Terms and Conditions

Installation prices will assume normal soil conditions and does not include rock excavation \$75 per foot for rock break minimum plus equipment rental fees. Installation charges are not included in quote unless stated. Unless otherwise noted quote does not include prevailing wages, taxes, freight, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, borders, safety surfacing, unloading, storage, security, fencing, landscaping, trash removal or soils. (We are not responsible for the seed and straw of disturbed areas.) Must be given clear path 10' to playground area. Not responsible for damage to existing concrete or asphalt. Not responsible for underground utilities or drain pipes. Any product that is coming from a vendor, other than Miracle, needs to be inspected when shipment is received. Please note any damage on the freight bill before signing for the shipment. This quotation, after acceptance by the buyer and when thereafter approved by an authorized official of the seller, in writing, will become a contract. Until so approved, is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 15 days, this quotation is subject to possible price revision. **Initial**

Name of Buyer: _____ Authorized Signature: _____ Date: _____

Seller: _____ Authorized Signature: _____ Date: _____



July 23, 2021

This letter is to state that our equipment is not compatible with any other playground equipment. Part 442-4 Pegasus Net Climber framework is only compatible with parts quoted on quote 21-0708-51. If any other equipment is used it will void liabilities.

Thanks,

Tami Phillips

Miracle of KY & TN

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Contract Extension for Vehicle Equipment Installation

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

One-year extension of the communication systems and electronic installation services contract with Columbia Chrysler.

Staff Recommendation

Approve the First Amendment to the Contract with Columbia Chrysler.

Background Information

On March 19, 2020, Council approved the initial contract between the City and Columbia Chrysler. This company provides initially installation of equipment for the Department's new vehicles.

The current contract expired on June 30, 2021; however, allows for one year extension. This vendor has been providing good and timely service. Given the difficulty in securing these services in the past, staff desires to extend this contract with appropriate pricing modifications.

The expense for services depends on the number of vehicles serviced during the year. Estimated expenses have been budgeted within the Department's FY22 operating budget.

Council Priorities Served

Maintain Public Safety

Properly equipped vehicles are necessary to provide officers all available resources while protecting citizens.

Fiscal Impact

The cost of services will be within the FY22 Budgeted amount for MPD.

Attachments

1. First Amendment to the Contract with TT of Columbia a/k/a Columbia Chrysler Dodge Jeep Ram.

2. Contract with TT of Columbia a/k/a Columbia Chrysler Dodge Jeep Ram for Communication Systems and Electronic Installation.

**FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
TT OF COLUMBIA, INC. aka COLUMBIA CHRYSLER DODGE JEEP RAM
FOR
COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION**

This First Amendment ("First Amendment") to the Contract entered March 19, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and TT of Columbia, Inc. aka Columbia Chrysler Dodge Jeep Ram, a corporation of the State of Tennessee, ("Contractor") is effective as of this _____.

RECITALS

WHEREAS, on March 19, 2020, the City entered into a contract with TT of Columbia, Inc. aka Columbia Chrysler Dodge Jeep Ram for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #1; and,

WHEREAS, the term of the contract between the City and Contractor is currently from March 19, 2020, to June 30, 2021; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause B.2. of the current Contract and clause 1.3 of the RFCSP for an additional year;

WHEREAS, C.2 of the Contract states that the Service Rates under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended; and

WHEREAS, Section 1.3 of the ITB allows for price increases on bid items after the initial contract period subject to mutual agreement by City and Contractor;

WHEREAS, City has reviewed and agrees to the requested price increases as set forth on Attachment "A" to Amendment #1;

NOW THEREFORE, the City and Contractor mutually agree:

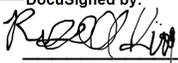
1. To extend the term of the current Contract, from July 1, 2021 until June 30, 2022; and
2. To increase the price as set forth on Attachment "A": to Amendment #1; and
3. All other terms and pricing of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____, 2021.

CITY OF MURFREESBORO

**TT OF COLUMBIA, INC. aka COLUMBIA
CHRYSLER DODGE JEEP RAM**

Shane McFarland, Mayor

DocuSigned by:


Russell Dial, Fleet Equipment Manager

APPROVED AS TO FORM:

DocuSigned by:


Adam F. Tucker, City Attorney

ATTACHMENT A TO AMENDMENT #1
 TT OF COLUMBIA, INC. & CITY OF MURFREESBORO
 CONTRACT FOR COMMUNICATION SYSTEMS &
 ELECTRONIC INSTALLATION

INSTALL PACKAGE	OLD COST	OLD HOURS TO COMPLPETE	NEW COST	NEW HOURS TO COMPLETE
#1-1	\$1,140.00	19	\$1,500.00	25
#1-2	\$1,020.00	17	\$1,380.00	23
#1-3	\$1,440.00	24	\$1,800.00	30
#1-4	\$1,290.00	21.5	\$1,650.00	27.5
#1-5	\$1,800.00	30	\$2,160.00	36
#1-6	\$780.00	13	\$1,140.00	19
#1-7	\$930.00	15.5	\$1,290.00	21.5
#1-8	\$960.00	16	\$1,320.00	22
#1-9	\$930.00	15.5	\$1,290.00	21.5
#1-10	\$930.00	15.5	\$1,290.00	21.5
#1-11	\$990.00	16.5	\$1,350.00	22.5
#1-12	\$990.00	16.5	\$1,350.00	22.5
#1-13	\$300.00	5	\$660.00	11
#1-5 (WITHOUT 7&11)	\$1,200.00	20	\$1,560.00	26
#1-6 (WITHOUT 6&11)	\$900.00	15	\$1,260.00	21

**CONTRACT
BETWEEN
THE CITY OF MURFREESBORO
AND
TT OF COLUMBIA, INC. aka COLUMBIA CHRYSLER DODGE JEEP RAM
FOR
COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION**

This Agreement is entered into and effective as of the 19th day of March 2020, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and TT of Columbia a/k/a Columbia Chrysler Dodge Jeep Ram, a corporation ("Contractor") of the State of Tennessee.

This Agreement consists of the following documents:

- This document
- The Solicitation: RFCSP-21-2020 – Communication Systems & Electronic Equipment CSP
- Contractor's Proposal dated: 03/06/2020
- 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 - RFCSP-21-2020 – Communication Systems & Electronic Equipment CSP; and
- Lastly, Contractor's Proposal.

A. SCOPE OF SERVICES:

SCOPE OF SYSTEMS:

The City of Murfreesboro requires communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in the RFCSP-21-2020 for Category # 1 and all attachments thereto.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing from the date of contract execution and ending on June 30, 2021. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years. The City shall notify the Contractor in writing of its intention to extend this Contract prior to June 1 of each year (2022, 2023 and 2024). An extension of the term of this Contract will be affected through an amendment approved by the City Council. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability will also be affected through an amendment to the Contract and shall be based upon

rates provided for in the original contract. Rate increases shall not take effect until July 1 of the year that the rate increase takes effect.

C. COST, PAYMENT TERMS, AND CONDITIONS:

C.1. Maximum Liability. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the City. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the City requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The City is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Service Rates. The Contractor shall be compensated pursuant to the rates set forth in the contractor's proposal. Submit invoices, in form and substance acceptable to the City with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the City, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The City reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the City of Murfreesboro any amounts which are or shall become due and payable to the City of Murfreesboro by the Contractor.

C.8. Work Orders. Some Departments within the City may require written requests for services, instead of verbal requests, be presented before any work is to be performed. The Contractor shall ensure the respective written request (work order, purchase order, etc.) is completed in the manner as required by the respective City Departments before commencing any services.

D. STANDARD TERMS AND CONDITIONS:

D.1 Required Approvals. The City is not bound by this Contract until it is approved by the appropriate City officials in accordance with applicable City of Murfreesboro Code and Charter.

D.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable City of Murfreesboro Code and Charter.

D.3. Termination for Convenience. The City may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City. The City shall give the Contractor at least thirty (30) days written notice before the effective termination date.

D.3.a. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered.

D.3.b. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the City Manager. If such subcontracts are approved by the City, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Non-Discrimination; Affirmative Action. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or veteran status 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. 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 shall specifically acknowledge and agree as follows:

- a. **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.**
- b. **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.**
- c. **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.**

D.8. Records. The Contractor must maintain documentation for all charges against the City under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City, the Comptroller of the Treasury, or their duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

D.9. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.12. City Liability. The City shall have no liability except as specifically provided in this Contract.

D.13. 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. In the event of any such suit or claim, the Contractor shall give the City immediate notice thereof and shall provide all assistance required by the City in the City's defense. The City shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the City of Murfreesboro in any legal matter.
- c. 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.
- d. 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.

D.14. 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, epidemics, pandemics, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D.15. City and Federal Compliance. The Contractor shall comply with all applicable City, State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. 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.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.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.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first-class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:
Office of the City Manager
City Hall
City of Murfreesboro
Attention: Craig Tindall, City Manager

111 West Vine Street
Murfreesboro, Tennessee 37130
Phone: (615) 849-2629

The Contractor:
Russell Dial, Fleet Equipment Manager
Columbia Chrysler Dodge Jeep Ram
106 S. James Campbell Blvd.
Columbia, TN 38401
Phone: (931) 215-8457

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile or electronic mail transmission is received by the telefax machine or computer at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile or electronic mail transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of City and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- I. The Contract document and its attachments
- II. All Clarifications and addenda made to the Contractor's Proposal
- III. The Request for Competitive Sealed Proposals and its associated amendments
- IV. Technical Specifications provided to the Contractor
- V. The Contractor's Proposal

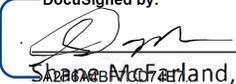
In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of March 19, 2020 (the "Effective Date") CITY OF

MURFREESBORO

COLUMBIA CHRYSLER DODGE JEEP RAM:

DocuSigned by:
By: 
Shane McFarland, Mayor

By: 
Russell Dial, Fleet Equipment Manager

Approved as to form:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Contract Extensions with On-Duty Depot and Dana Safety Supply for Police Vehicle Equipment

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

One-year extension of the police vehicle equipment contracts with Dana Safety Supply and On-Duty Depot, Inc.

Staff Recommendation

Approve the First Amendment to the Contract with Dana Safety Supply and On-Duty Depot, Inc.

Background Information

The initial contracts between the City and Dana Safety Supply and On-Duty Depot were approved by Council on June 18, 2020. These vendors provide various equipment to outfit new police vehicles. The current contracts expired on June 30, 2021.

Council Priorities Served

Safe and Livable Neighborhoods

Safe neighborhoods are maintained by assuring officers are equipped with vehicles necessary to respond to calls for service and provide other support functions

Fiscal Impacts

The cost of services under these contracts is dependent on the number of vehicles purchased during the year. Estimated funding is provided by FY21 CIP and the Department's FY22 operating budget

Attachments:

1. First Amendment to the Contract Between the City of Murfreesboro and On-Duty Depot, Inc. for Police Vehicle Equipment.
2. First Amendment to the Contract Between the City of Murfreesboro and Dana Safety Supply for Police Vehicle Equipment.

**FIRST AMENDMENT
TO THE
CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
ON-DUTY DEPOT, INC.
FOR
POLICE VEHICLE EQUIPMENT**

This First Amendment (“First Amendment”) to the Contract entered June 18, 2020, (“Contract”) by and between City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and On-Duty Depot, Inc., a corporation of the State of Tennessee, (“Contractor”) is effective as of this _____.

RECITALS

WHEREAS, on June 18, 2020, the City entered into a contract with On-Duty Depot, Inc. for equipment set forth in Section A of ITB-23-2020 – Police Vehicle Equipment issued February 28, 2020; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 18, 2020, to June 30, 2021; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 1.3.3 of the Invitation to Bid and Clause 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Clause 2 of the current Contract and Section 1.3.3 of the ITB 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. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____, 2021.

CITY OF MURFREESBORO

ON-DUTY DEPOT, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: John Bradley
John Bradley, Sales Manager

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

43A2035551E9407

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
ON-DUTY DEPOT, INC.
FOR POLICE VEHICLE EQUIPMENT**

This Agreement is entered into and effective as of the 18th day of June 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **On-Duty Depot, Inc.** a corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- "ITB-23-2020 – Police Vehicle Equipment" issued 02/28/2020 (the "Solicitation");
- Contractor's Proposal, dated 03/18/2020 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 03/18/2020 (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 the equipment set forth in Section A in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.
2. **Term.** This Contract shall be effective for the period commencing from the date of contract execution and ending on June 30, 2021. This contract is renewable annually for up to a maximum of five years per Section 1.3.3 of the Invitation to Bid. The second, third, fourth and fifth periods of this contract shall be subject to the conditions as set forth in Section 1.3.3 of the Invitation to Bid (ITB).
3. **Contract Termination.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to

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

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

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attach bid proposal for Section A, and per the Attachment labeled Federal Signal-Bid Pricing for Section A to include ALL Federal Signal systems, accessories and options. Pricing for ALL of the Federal Signal products (items) shall be based on a percentage discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- c. Deliveries of all items shall be made within 90 calendar days of order. Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. scampbell@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Police Department shall be made at 1004 N Highland Ave., Murfreesboro, TN 37130. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated in the ITB and bid specifications. 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.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- f. 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.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
- 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. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or

other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

8. **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."
9. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option

until Contractor and the City have determined that each of the other options are impractical.

- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

Notices to City shall be sent to:

Department: City of Murfreesboro Administration

Attention: City Manager

Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor: On-Duty Depot Inc.

Attention: John Bradley

Address: 5201 Hickory Hollow Pkwy.
Nashville TN 37013

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
12. **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.
13. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
14. **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.
15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*,

meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, epidemics, pandemics, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. **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.

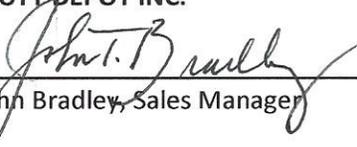
IN WITNESS WHEREOF, the parties enter into this agreement as of June 18, 2020 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By: 
Shane McEarland, Mayor

ON-DUTY DEPOT INC.

By: 
John Bradley, Sales Manager

APPROVED AS TO FORM:

DocuSigned by:


Adam F. Tucker, City Attorney

**FIRST AMENDMENT
TO THE
CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
DANA SAFETY SUPPLY, INC.
FOR
POLICE VEHICLE EQUIPMENT**

This First Amendment (“First Amendment”) to the Contract entered June 18, 2020, (“Contract”) by and between City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and Dana Safety Supply, Inc., a corporation of the State of Florida, (“Contractor”) is effective as of this _____.

RECITALS

WHEREAS, on June 18, 2020, the City entered into a contract with Dana Safety Supply, Inc. for equipment set forth in Sections B, F, and G of ITB-23-2020 – Police Vehicle Equipment issued February 28, 2020; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 18, 2020, to June 30, 2021; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 1.3.3 of the Invitation to Bid and Clause 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Clause 2 of the current Contract and Section 1.3.3 of the ITB for an additional year;

WHEREAS, Section 1.3.3 (2) of the ITB allows for price increases on bid items after the initial contract period subject to mutual agreement by City and Contractor;

WHEREAS, City has reviewed and agrees to the requested price increases that are due to market situations worldwide resulting in rising material and labor costs;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2021 until June 30, 2022, at the pricing set forth in Attachment “A”, City of Murfreesboro Police Vehicle Equipment Invitation to Bid: 23-2020 2022 Renewal. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____, 2021.

CITY OF MURFREESBORO

DANA SAFETY SUPPLY, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: *Mark Seigny*

Mark Seigny, Bids Manager

Approved as to form:
DocuSigned by:
Adam F. Tucker

Adam F. Tucker, City Attorney



City of Murfreesboro
 Police Vehicle Equipment
 Invitation to Bid: 23-2020
 2022 Renewal

Jenny Licsko
 Finance Manager
 Murfreesboro Police Department

Re: ITB 23-2020 Renewal

Dear Murfreesboro Decision Makers,

Dana Safety Supply would like to renew our current contract with you with the price increases as listed below. While we would like to continue as status quo and renew at the same price points we originally proposed, market situations worldwide have produced the need to increase our costs to our end users. We hope you understand, as we have done our best to minimize this impact on you. If you have any questions at all, please feel free to reach out to any of the individuals listed at the bottom of this letter.

Thank you,
Jonathan Sizemore
 Jonathan Sizemore
 Bids and Contracts Specialist
 813-348-4866
jsizemore@danasafetysupply.com

Section	Manufacturer		Price per Section
A	Federal Signal	Not bid on original proposal	No Bid
B	Whelen	Lightbar pkg as spec'd	\$ 1,725.00
C	Setina	products pkg as spec'd	\$ 1,771.00
D	Jotto	products pkg as spec'd	\$ 884.00
E	Havis	Products pkg as spec'd	\$ 1,135.00
F	AEDEC	Products pkg/changed from spec'd with new vehicles	\$ 975.00
G	American Aluminum	Products pkg as spec'd	\$ 4,282.00

Kyle Pippin	Darrin Hope	Jeff Tow	Mark Sevigny
General Manager – Tennessee/Alabama	Director of Sales	General Manager – Memphis	Bids and Contracts Manager
404-374-0872	901-359-5593	901-305-1075	813-348-4866
kpippin@danasafetysupply.com	dhope@danasafetysupply.com	jtow@danasafetysupply.com	msevigny@danasafetysupply.com

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
DANA SAFETY SUPPLY, INC.
FOR POLICE VEHICLE EQUIPMENT**

This Agreement is entered into and effective as of the 18th day of June 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Dana Safety Supply, Inc.**, a corporation of the State of Florida ("Contractor").

This Agreement consists of the following documents:

- This document
- "ITB-23-2020 – Police Vehicle Equipment" issued 02/28/2020 (the "Solicitation");
- Contractor's Proposal, dated 03/18/2020 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 03/18/2020 (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 the equipment set forth in Section B, F, and G in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.
2. **Term.** This Contract shall be effective for the period commencing from the date of contract execution and ending on June 30, 2021. This contract is renewable annually for up to a maximum of five years per Section 1.3.3 of the Invitation to Bid. The second, third, fourth and fifth periods of this contract shall be subject to the conditions as set forth in Section 1.3.3 of the Invitation to Bid (ITB).
3. **Contract Termination.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to

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

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

4. Price; Compensation; Method of Payment.

- a. The price for the goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid proposal for:
 - i. Section B, and per the Attachment labeled Whelen-Bid Pricing for Section B to include ALL Whelen systems, accessories and options. Pricing for ALL of the Whelen products (items) shall be based on a percentage discount off of the Manufacturer Suggested Retail Price (MSRP) of each item;
 - ii. Section F, and per the Attachment labeled AEDEC – Bid Pricing for Section F to include ALL AEDEC systems, accessories and options. Pricing for ALL of the AEDEC products (items) shall be based on a percentage discount off of the Manufacturer Suggested Retail Price (MSRP) of each item; and
 - iii. Section G, and per the Attachment labeled American Aluminum-Bid Pricing for Section G to include ALL American Aluminum systems, accessories and options. Pricing for ALL of the American Aluminum products (items) shall be based on a percentage discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- c. Deliveries of all items shall be made within 90 calendar days of order. Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. scampbell@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Police Department shall be made at 1004 N Highland Ave., Murfreesboro, TN 37130. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Deliveries of all items shall be made as stated in the ITB and bid specifications. 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.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- f. 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.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

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. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
8. **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."
9. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

Notices to City shall be sent to:

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

Notices to Contractor shall be sent to:

Contractor: Dana Safety Supply Inc.
Attention: Mark Sevigny
Address: 3810 W. Osborne Ave.
Tampa, FL 33614

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
12. **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.
13. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. **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.
15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of

Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- 20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 25. **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 June 18, 2020 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:
By: 
Shawn McFarland, Mayor

DANA SAFETY SUPPLY INC.

By: 
Mark Sevigny, Bids Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/26/2021

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.

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 FY22 Budget. Asphalt purchases are budgeted at \$65,000 and concrete purchases are budgeted at \$35,000 for FY22.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 22

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/9/2021	Hawkins	411-E/64-22 Asphalt Mix	\$ 66.50	7.80	\$ 518.70	\$ 518.70
						\$ 518.70

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.64	\$ 180.84	\$ 180.84
7/28/2021	Blue Water	E Mix 64-22	\$ 68.50	8.11	\$ 555.54	\$ 736.38
7/29/2021	Blue Water	E Mix 64-22	\$ 68.50	9.14	\$ 626.09	\$ 1,362.47
7/30/2021	Blue Water	E Mix 64-22	\$ 68.50	2.40	\$ 164.40	\$ 1,526.87
7/31/2021	Blue Water	E Mix 64-22	\$ 68.50	2.48	\$ 169.88	\$ 1,696.75
8/9/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	18.66	\$ 1,072.95	\$ 2,769.70
						\$ 2,769.70

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2021	Vulcan	411E PG 64-22	\$ 80.85	2.20	\$ 177.87	\$ 177.87
7/15/2021	Vulcan	307BM PG 64-22	\$ 69.89	20.40	\$ 1,425.76	\$ 1,603.63
7/15/2021	Vulcan	307BM PG 64-22	\$ 69.89	18.20	\$ 1,272.00	\$ 2,875.63
8/6/2021	Vulcan	411E PG 64-22	\$ 81.02	8.82	\$ 714.60	\$ 3,590.23
						\$ 3,590.23

STREET DEPARTMENT CONCRETE PURCHASES FY 22

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2		\$ 214.00	\$ 214.00
7/2/2021	Nashville Ready Mix	3500 CF5	\$ 107.00	2.5		\$ 267.50	\$ 481.50
7/13/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 695.50
7/14/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	3		\$ 321.00	\$ 1,016.50
7/15/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2		\$ 214.00	\$ 1,230.50
7/16/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 1,498.00
7/29/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,658.50
7/30/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,819.00
8/3/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	1.5		\$ 160.50	\$ 1,979.50
8/4/2021	Nashville Ready Mix	3413 CF5	\$ 107.00	2.5		\$ 267.50	\$ 2,247.00
							\$ 2,247.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/6/2021	Orgain Ready Mix	Flowable fill	\$ 102.00	2		\$ 204.00	\$ 204.00
8/2/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	4		\$ 448.00	\$ 652.00
8/9/2021	Orgain Ready Mix	3500 PSI Conc. 1/2 aggregate	\$ 112.00	5		\$ 560.00	\$ 1,212.00
							\$ 1,212.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/27/2021	Smyrna Ready Mix	3500 PSI Strt Chips Air	\$ 113.00	1.5		\$ 169.50	\$ 169.50
		Microfiber	\$ 6.00	0.75		\$ 4.50	\$ 174.00
						\$ -	\$ 174.00

COUNCIL COMMUNICATION

Meeting Date: 9/02/2021

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jami Coffelt

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Request from Rutherford County Library System to hang a banner across East Main Street for "A Lively Evening on Main" fundraiser event.

Staff Recommendation

Approve "A Lively Evening on Main" banner to be displayed from April 28th -through the May 7th, 2022 over East Main Street.

Background Information

The Rutherford County Library Foundation was created in 2001 to fund long-term projects for the Rutherford County Library System (RCLS) beyond the scope of available public monies. Its goals are to enhance library services, be recognized as a venue for potential donors, maximize return on investments, and have a vehicle in place to aid in future capital projects, an example of which would be branch libraries in growth areas of our county.

Council Priorities Served

Establish strong City brand

Banners hung across East Main Street engages our community in various activities and communicates special events to the general public thereby enhancing the City reputation through an active community involvement.

Fiscal Impact

None.

Attachments

Letter of request from Rutherford County Library System



Rita Shacklett
Director of Libraries

August 20, 2021

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

City of Murfreesboro

Jami Coffelt

620 West Main St

Murfreesboro TN 37130

Dear Mayor and City Council,

The Rutherford County Library Foundation, a 501 (c) (3) organization, was created exclusively for the benefit of the Rutherford County Library System. As such the Foundation plans to hold its second fundraising event on May 7, 2022 dubbed as "A Lively Evening on Main".

In this regard, we would like to request to hang a banner over Main Street in front of Central Magnet School announcing the event.

We have spoken with Jami Coffelt, and she has indicated that the dates of April 28 – May 7, 2022, are available.

Thank you in advance for your consideration of this request. You can reach me by email at rshacklett@rclstn.org or at 615-410-3904.

Sincerely,

Rita Shacklett

Director of Libraries

/eab

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

Pursuant to the City 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 safe drivability of roadways affected by water resources operations focuses on customer service.

Fiscal Impacts

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

Attachments

Asphalt Purchases Report

MWRD - OPERATIONS & MAINTENANCE

Asphalt Quotes FY 2022

	Blue Water		Hawkins		Vulcan		Notes
	Binder	Topping	Binder	Topping	Binder	Topping	
Jul	\$65.00	\$75.00	\$59.00	\$66.50	\$58.39	\$67.35	
Aug	\$65.00	\$75.00	\$59.00	\$69.00	\$57.85	\$67.51	
Sep	\$65.00	\$75.00					
Oct	\$65.00	\$75.00					
Nov	\$65.00	\$75.00					
Dec	\$65.00	\$75.00					
Jan	\$65.00	\$75.00					
Feb	\$65.00	\$75.00					
Mar	\$65.00	\$75.00					
Apr	\$65.00	\$75.00					
May	\$65.00	\$75.00					
Jun	\$65.00	\$75.00					

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Sanitary Sewer Rehabilitation 2020-2021 Final Change Order #2

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Present final quantities and pricing associated with the project for approval.

Staff Recommendation

Approve Final Change Order #2 with SBW Constructors.

Background Information

At the March 2020 Board meeting the Board approved the Engineering, Construction Administration & Resident Inspection, through the master services agreement with S&ME/LJA, necessary for this sanitary sewer rehabilitation project. This project was originally bid July 14, 2020, and at the July 2020 Board meeting the Board approved the award of the contract to SBW Constructors, LLC in the amount of \$4,250,092.

Since this time, the Board has approved one change order changing the original contract time only. Staff is ready to close out this 2020/2021 Sewer Rehabilitation project and brings this final balancing change order for review and approval.

Council Priorities Served

Expand infrastructure

Continual sewer rehabilitation to keep inflow and infiltration out of the sewer system will allow the Department to expand its infrastructure and continue development.

Maintain public safety

Continual sewer rehabilitation will help to alleviate sewer overflows and will maintain public health, safety and welfare.

Fiscal Impact

Final Change Order #2 is a decrease in the contract amount of \$626,587 for a total contract value of \$3,623,505.

Attachments

1. LJA Recommendation Letter
2. Final Change Order Information



LJA ENGINEERING

August 19, 2021

Ms. Valerie Smith, PE
Assistant Director
Murfreesboro Water Resource Department
220 NW Broad Street
Murfreesboro, TN 37130

**RE: Murfreesboro 2020 Rehabilitation Project
Murfreesboro, Tennessee
Proposed Change Order No. 2
MWRD Project No. 20025**

Dear Ms. Smith:

The final quantity adjustment is included in this change order to zero out all remaining quantities after the final pay application no.8 was submitted. A backup reconciliation spreadsheet is attached to the change order which gives a detailed breakdown of all the over and underruns.

The overall net change order is a deduction of \$626,587.25. No additional construction time associated with the scope of work is included in the Change Order. All punch list items have been resolved.

LJA Engineering, Inc. staff recommends approval for Change Order No. 2. If you have any questions regarding this change order, please contact me to discuss at your convenience.

Sincerely,

LJA Engineering, Inc.

A handwritten signature in blue ink that reads "Chase Givens".

Chase Givens, PE
Project Engineer

Cc: Mr. Darren Gore, PE – Director, Murfreesboro Water Resource Department

Attachment – Proposed Change Order No. 2 and Backup Reconciliation Spreadsheet

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Easements to Middle Tennessee Electric

Department: Transportation

Presented by: Jim Kerr

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

Donate three Electric Easements to Middle Tennessee Electric Membership Corporation ("MTE").

Staff Recommendation

Approve donation.

Background Information

In connection with improvements to New Salem Highway (SR 99) improvements from Middle Tennessee Blvd to Old Fort Parkway (SR 96), MTE has requested the following electric easements:

1. West side of the Doug Young Training Center, proposed easement shown of Exhibit A
2. Guywire easement adjacent to Golf Lane, proposed easement shown on Exhibit B
3. Anchor easement on City-owned parcel along Franklin Road west of Veterans Parkway, proposed easement shown on Exhibit C. This parcel is being planned as park property that the Parks and Recreation Department does not believe the easement will effect park planning.

Council Priorities Served

Expand infrastructure

Donation of these easements will support the expansion and improvement of MTE's facilities in and around Murfreesboro.

Fiscal Impact

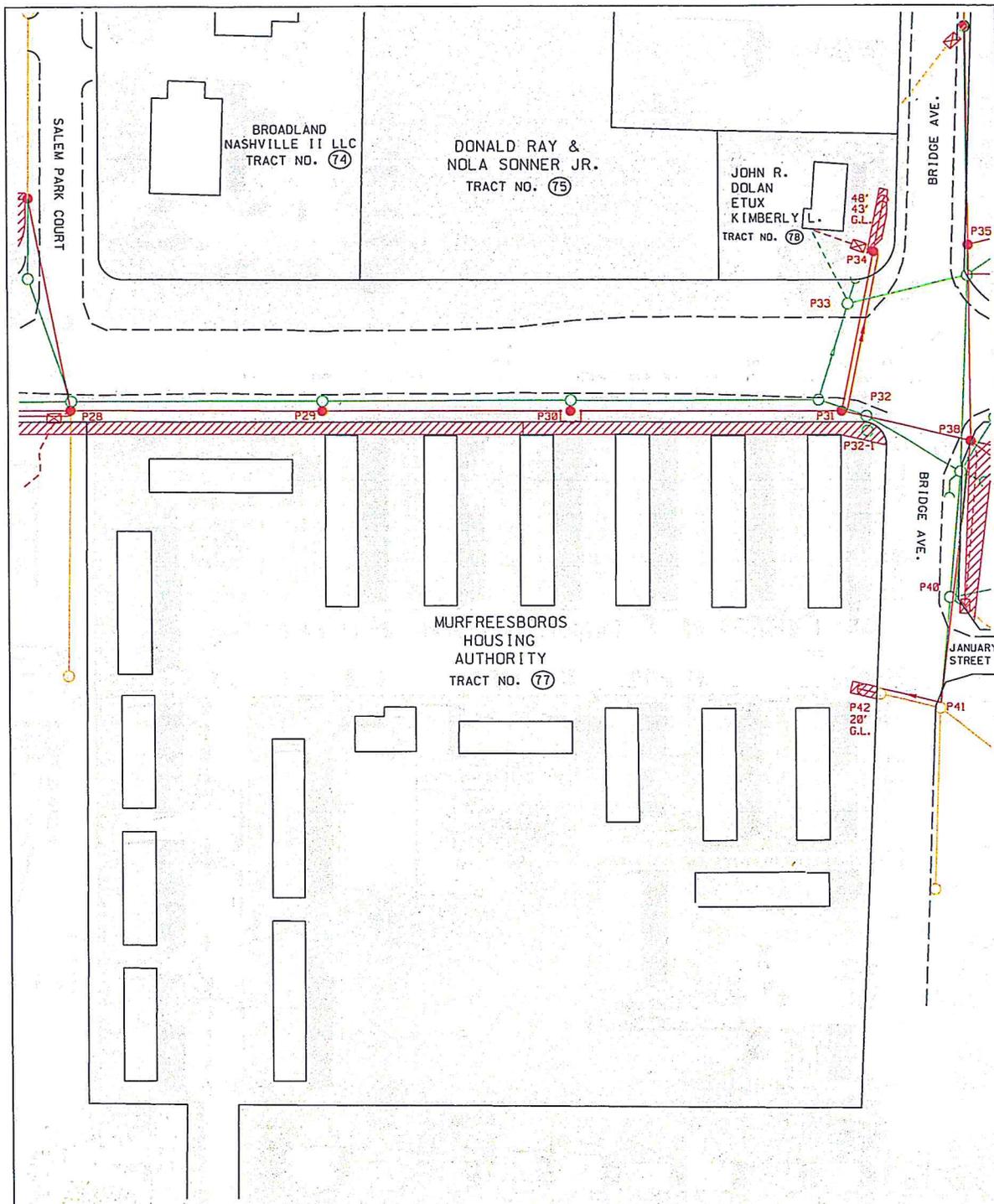
None.

Attachments

Exhibit A, Doug Young Training Center easement

Exhibit B, Golf Lane easement

Exhibit C, Franklin Road easement



LEGEND

	EXISTING ELECTRIC UTILITY
	PROPOSED MTEMC EASEMENT
	PROPOSED ELECTRIC UTILITY
	PROPOSED UTILITY POLE
	EXISTING UTILITY POLE

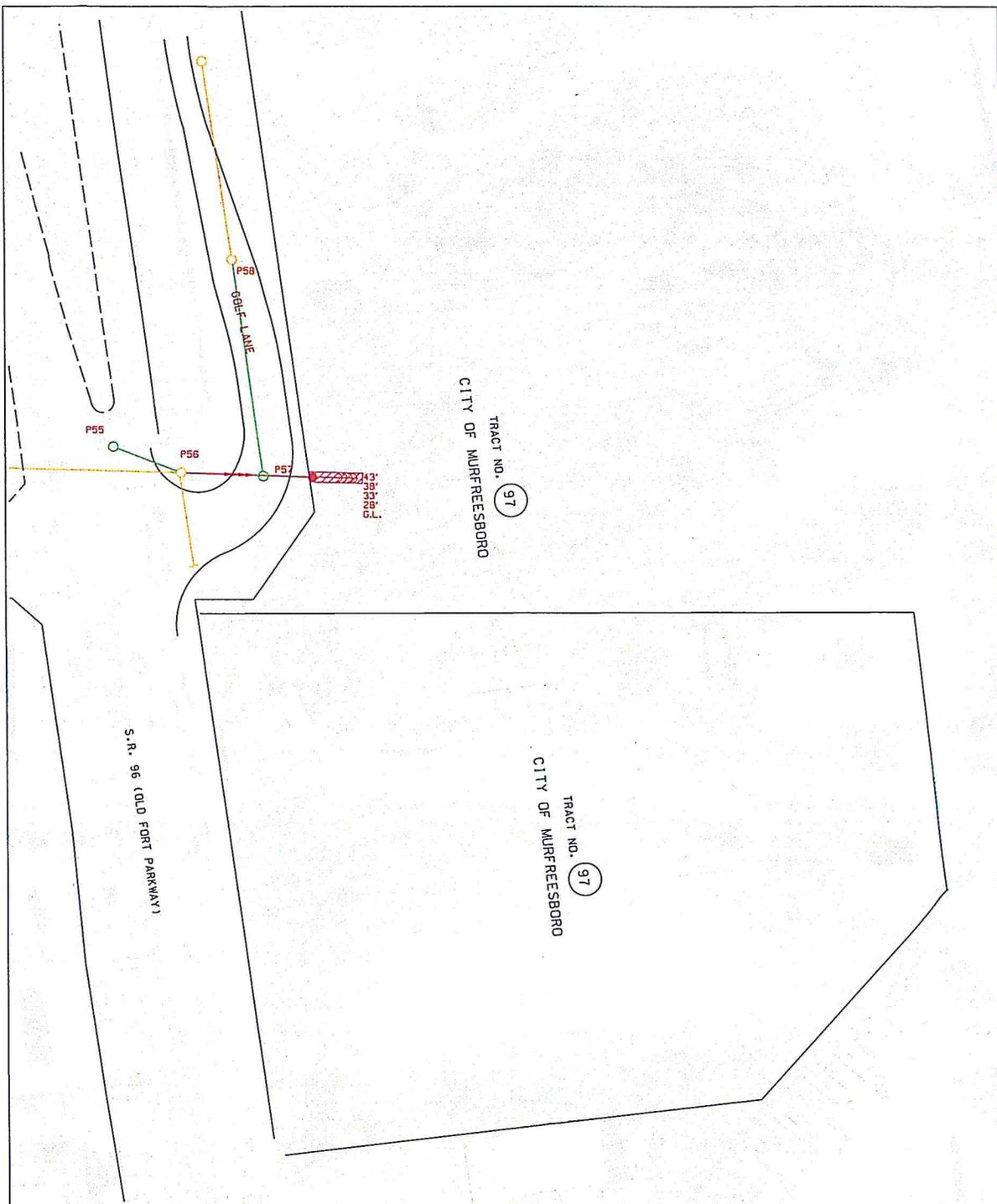
EXHIBIT A

Easement Notes:

1. MTEMC has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTEMC provides.
2. This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

M T E M C IDDL ENNESSEE ELECTRIC MEMBERSHIP CORPORATION	COUNTY OF: RUTHERFORD	EXHIBIT "A" (TRACT #77) Scale: N.T.S.
	STATE OF: TENNESSEE	
	COUNTY CODE: 075	
	MAP NUMBER: 102B GROUP NO.: C PARCEL NO.: 001.00	
	DEED BOOK: 1517 PAGE: 3181	



LEGEND

	EXISTING ELECTRIC UTILITY
	PROPOSED MTEM EASEMENT
	PROPOSED ELECTRIC UTILITY
	PROPOSED UTILITY POLE
	EXISTING UTILITY POLE

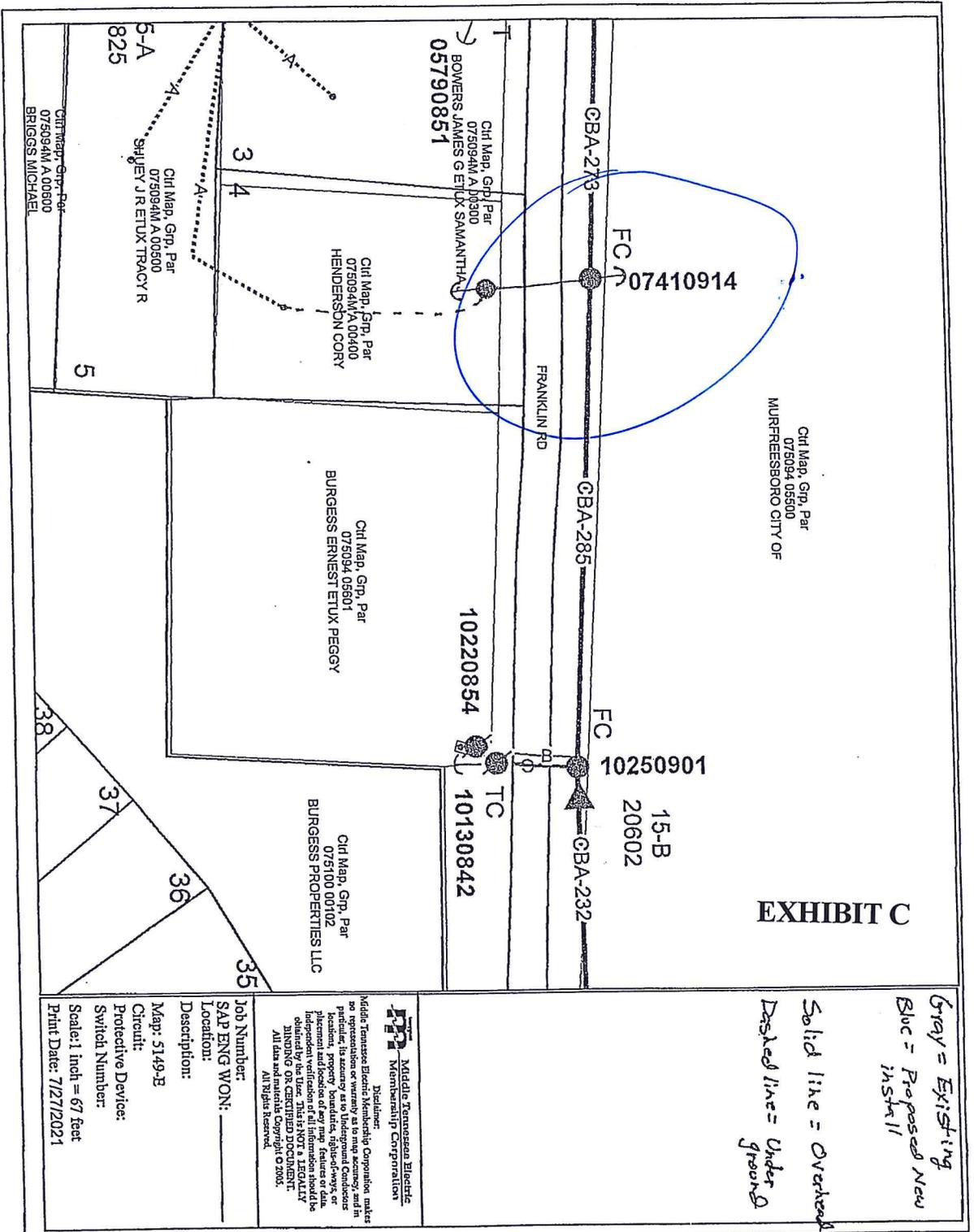
EXHIBIT B

Easement Notes:

1. MTEM has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTEM provides.
2. This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

M T E M C	COUNTY OF: RUTHERFORD STATE OF: TENNESSEE COUNTY CODE: 075 MAP NUMBER: 091 GROUP NO.: DEED BOOK: 161 PAGE: 187	PARCEL NO.: 009.00	EXHIBIT "A" (TRACT #97) Scale: N.T.S.	
	MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION			
	COUNTY OF: RUTHERFORD STATE OF: TENNESSEE COUNTY CODE: 075 MAP NUMBER: 091 GROUP NO.: DEED BOOK: 161 PAGE: 187			PARCEL NO.: 009.00
	MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION			EXHIBIT "A" (TRACT #97) Scale: N.T.S.
	COUNTY OF: RUTHERFORD STATE OF: TENNESSEE COUNTY CODE: 075 MAP NUMBER: 091 GROUP NO.: DEED BOOK: 161 PAGE: 187			PARCEL NO.: 009.00



COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

August 11, 2021 (Regular Meeting)

August 11, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, August 11, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Sam Huddleston, Executive Director/
Development Services
Roman Hankins, Assistant City Attorney
Trey Duke, City Schools Director
Erin Tucker, Budget Director
Chad Gehrke, Airport Director
Jim Kerr, Transportation Director
Joshua Miller, Administrative Assistant

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

The following letter from the Executive Director of Development Services was presented to the Council:

(Insert letter dated August 11, 2021 here with regards to Economic Impact Plan/TIF Incentive for One East College.)

The following RESOLUTION 21-R-30 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-30 here amending the Mixed-Use Development Agreement and Economic Impact Plan for East College Street Historic Development Area in the City of Murfreesboro, Tennessee.)

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated August 11, 2021 here with regards to TDOT Interstate 24 SMART Corridor Project.)

Mr. Jim Kerr, Transportation Director, introduced Mr. Brad Freeze and Mr. Lee Smith, TDOT Traffic Operations Division, who presented on the I-24 Smart Corridor Plan which

included going over the three phases of the Plan, the improvements that the Plan is already bringing to the interstate, the data that is being collected from the implemented improvements and they addressed Council questions regarding the State sharing data with Waze.

The following letter from the City Schools Director was presented to the Council:

(Insert letter dated August 11, 2021 here with regards to Murfreesboro City Schools update.)

Dr. Trey Duke, City Schools Director, presented on the school systems enrollment numbers and their increase, the schools and the areas that were experiencing the most growth, projections on enrollment growth based on planned approved developments in the City, student's academic proficiency, and answered questions from the Council.

The following letter from the Assistant City Attorney was presented to the Council:

(Insert letter dated August 11, 2021 here with regards to Regulation of Retail Liquor Stores.)

Mr. Roman Hankins, Assistant City Attorney, presented possible changes to the City Code regarding the local regulation of retail liquor stores which included adjusting the population number per liquor store cap, restrictions on the total number of liquor stores allowed to operate in the City, restrictions pertaining to the location of liquor stores, changes to the application and approval process for liquor stores, a moratorium on liquor stores and information from other Tennessee municipalities in how they handle liquor store regulation. Council discussed the matter and directed staff to leave the liquor store regulation as it currently is.

The following letter from the Budget Director was presented to the Council:

(Insert letter dated August 11, 2021 here with regards to June 2021 Dashboard packet.)

The June 2021 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated August 11, 2021 here with regards to Beer Permit Applications for Red Bicycle Murfreesboro at 13 S Public Square and Mid Tenn Market at 2820 Middle Tennessee Boulevard.)

Mr. Wade made a motion to approve the Beer Permits for Red Bicycle Murfreesboro, 13 South Public Square (New Location) and Mid Tenn Market, 2820 Middle Tennessee

Boulevard (Ownership Change), pending building and codes completion. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements to consider.

Vice-Mayor Scales Harris and Council congratulated Ms. Lisa Trail on her recent award from the State Board of Education.

Mr. Rick LaLance addressed complaints he had received regarding construction beginning early in the morning. Staff answered questions regarding what regulation the City has over construction start time and what measures could be taken to address the complaints.

There being no further business, Mayor McFarland adjourned this meeting at 1:26 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: FY22 City Schools Budget Amendment #2

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

Amendments to the FY22 City Schools budgets in the General Purpose, Federal Projects and Nutrition funds to address growth and reflect new grant funds.

Staff Recommendation

Approve Resolution 21-R-31 amending the FY22 City Schools budgets as presented.

Background Information

On August 24, 2021, the MCS Board approved the following FY22 budget amendments:

- FY22 General Purpose fund – to fund new teacher and Education Assistants growth positions from savings in the Medical Personnel budget category. Nursing salaries and benefits are funded in the ELC/Nursing grant for this school year.
- FY22 Federal Projects fund – to budget new ARP IDEA and Preschool federal awards totaling \$504,628. These grants will address learning loss related to school closures and other challenges faced by students participating in special education programs.
- FY22 Nutrition fund - to budget a new USDA Emergency Operational Cost grant. Grant funds will be used to offer a \$600 signing and retention bonus for kitchen employees, add cafeteria lunch monitors and a new part-time assistant Farmer for the Farm to School program. Additional funds are needed for equipment and maintenance & repair costs.

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 City Schools General Purpose, Federal Projects and Nutrition funds to address student growth and to budget new federal grants. There is no change to fund balance.

Attachments

1. Resolution 21-R-31
2. MCS Budget Amendments

RESOLUTION 21-R-31 amending the 2021-2022 Murfreesboro City Schools Budget (2nd Amendment).

WHEREAS, the City Council adopted Resolution 21-R-19 on May 20, 2021 to implement the 2021-2022 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2021-2022 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 2021-2022 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:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

General Purpose Schools Fund

Resolution # 21-R-31

Fiscal Year 2021-2022	BUDGET		AMENDMENT
Account Description	AS PASSED OR PREV AMENDED	AMENDED BUDGET	INCREASE (DECREASE)
<u>Expenditures</u>			
Regular Education - Teachers	\$ 33,427,600	\$ 33,730,100	\$ 302,500
Regular Education - Ed Assistants	\$ 3,194,600	\$ 3,374,600	\$ 180,000
Regular Education - Social Security	\$ 2,290,974	\$ 2,320,889	\$ 29,915
Regular Education - Retirement	\$ 3,607,388	\$ 3,660,452	\$ 53,064
Regular Education - Medical Insurance	\$ 4,497,500	\$ 4,560,500	\$ 63,000
Regular Education - Dental Insurance	\$ 147,850	\$ 149,850	\$ 2,000
Regular Education - Medicare	\$ 535,792	\$ 542,788	\$ 6,996
Regular Education - Fringe Benefits	\$ 220,000	\$ 228,000	\$ 8,000
Subtotal Regular Education	\$ 47,921,704	\$ 48,567,179	\$ 645,475
Health Services - Medical Personnel (Nurses)	\$ 558,050	\$ 75,550	\$ (482,500)
Health Services - Social Security	\$ 41,780	\$ 11,865	\$ (29,915)
Health Services - Retirement	\$ 80,220	\$ 27,156	\$ (53,064)
Health Services - Medical Insurance	\$ 73,000	\$ 10,000	\$ (63,000)
Health Services - Dental Insurance	\$ 2,500	\$ 500	\$ (2,000)
Health Services - Medicare	\$ 9,770	\$ 2,774	\$ (6,996)
Health Services - Fringe Benefits	\$ 12,000	\$ 4,000	\$ (8,000)
Subtotal Health Services	\$ 765,320	\$ 131,845	\$ (645,475)
Increase in Expenditures	\$ 48,699,024	\$ 48,699,024	\$ -

CHANGE IN FUND BALANCE (CASH)

\$

-

MCS is experiencing rapid student growth at the beginning of the 2021-22 school year. The increase in the Regular Ed Teacher and Ed Asst's salary and benefit line items will provide additional funds for growth positions.

These funds will be transferred from the Health Services category from savings in Medical Personnel (Nurses) salary and benefit line items. FY22 Nursing positions are funded in the Epidemiology & Laboratory Capacity (ELC or Nursing grant).

Schools Federal Projects Fund

Resolution # 21-R-31

Fiscal Year 2021-2022	BUDGET		AMENDMENT	
Description	AS PASSED OR PREV AMENDED	AMENDED BUDGET	INCREASE (DECREASE)	
<u>Revenues</u>				
Federal - ARP IDEA Part B	\$ -	\$ 473,087	\$ 473,087	
Federal - ARP IDEA Preschool	\$ -	\$ 31,541	\$ 31,541	
Increase in Revenues	\$ -	\$ 504,628	\$ 504,628	
<u>Expenditures ARP IDEA Part B</u>				
Special Education - Teachers	\$ -	\$ 168,300	\$ 168,300	
Special Education - Educational Assistants	\$ -	\$ 96,000	\$ 96,000	
Special Education - Social Security	\$ -	\$ 16,550	\$ 16,550	
Special Education - Retirement	\$ -	\$ 24,700	\$ 24,700	
Special Education - Life Insurance	\$ -	\$ 1,040	\$ 1,040	
Special Education - Medical Insurance	\$ -	\$ 42,000	\$ 42,000	
Special Education - Dental Insurance	\$ -	\$ 1,698	\$ 1,698	
Special Education - Medicare	\$ -	\$ 4,015	\$ 4,015	
Special Education - Fringe Benefits	\$ -	\$ 3,000	\$ 3,000	
Special Education - Other Contracted Services	\$ -	\$ 25,000	\$ 25,000	
Special Education - Instructional Supplies	\$ -	\$ 500	\$ 500	
Special Education - Other Supplies & Materials	\$ -	\$ 53,900	\$ 53,900	
Special Education - SpEd Equipment	\$ -	\$ 19,492	\$ 19,492	
Support Services/SpEd - Staff Development	\$ -	\$ 3,000	\$ 3,000	
Transfers Out - Indirect Costs	\$ -	\$ 13,892	\$ 13,892	
Subtotal ARP IDEA Part B award	\$ -	\$ 473,087	\$ 473,087	
<u>Expenditures ARP IDEA Preschool</u>				
Special Education - Educational Assistants	\$ -	\$ 24,000	\$ 24,000	
Special Education - Social Security	\$ -	\$ 1,488	\$ 1,488	
Special Education - Medicare	\$ -	\$ 350	\$ 350	
Support Services/SpEd - Staff Development	\$ -	\$ 5,703	\$ 5,703	
Subtotal ARP IDEA Preschool	\$ -	\$ 31,541	\$ 31,541	
Increase in Expenditures	\$ -	\$ 504,628	\$ 504,628	

CHANGE IN FUND BALANCE (CASH)

-

MCS received two IDEA (Individuals with Disabilities Education Act) federal awards to address challenges faced by students participating in special education programs during the on-going COVID 19 pandemic.

The Part B award of \$473,087 will fund a certified Vision teacher, homebound teachers for students who cannot attend school due to medical conditions, and Educational Assistants to allow teachers to provide individualized instruction. Funds will also be used for Reading, Language and Math curriculum, and assistive technology.

The Preschool award of \$31,541 will fund two part-time Mid-Day Assistants to provide support to Integrated Preschool students and teachers, and professional development in integrated therapy, structured teaching and inclusion.

School Nutrition Fund

Resolution # 21-R-31

Fiscal Year 2021-2022

Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
USDA - Other	\$ 25,000	\$ 429,166	\$ 404,166
Increase in Revenues	<u>\$ 25,000</u>	<u>\$ 429,166</u>	<u>\$ 404,166</u>
<u>Expenditures</u>			
School Nutrition - Cafeteria Personnel	\$ 1,983,529	\$ 2,207,633	\$ 224,104
School Nutrition - Other Salaries - PT Asst Farmer	\$ 135,108	\$ 159,983	\$ 24,875
School Nutrition - Matching Social Security	\$ 138,364	\$ 189,913	\$ 51,549
School Nutrition - Matching Medicare	\$ 32,359	\$ 35,997	\$ 3,638
School Nutrition - Maintenance & Repair Equipment	\$ 30,000	\$ 60,000	\$ 30,000
School Nutrition - Other Contracted Services	\$ 30,000	\$ 70,000	\$ 40,000
School Nutrition - Food Service Equipment	\$ 30,000	\$ 60,000	\$ 30,000
Increase in Expenditures	<u>\$ 2,379,360</u>	<u>\$ 2,783,526</u>	<u>\$ 404,166</u>

CHANGE IN FUND BALANCE (CASH)

(0)

The MCS School Nutrition program was awarded \$404,166 from the USDA for the School Programs Emergency Operational Costs Reimbursement Program Grant for the 2021-2022 school year. To address a staffing shortage in the cafeterias, MCS will offer a \$600 bonus to attract and retain kitchen staff. In addition, Nutrition requests funding for 39 part-time lunch monitors at 14 feeding sites.

Nutrition also requests an additional part-time Farmer to assist with the continued growth of the Farm to School program. There are currently two full-time and two part-time Farmers who maintain 26 tower gardens, 46 raised beds and 8 greenhouses located throughout the District. In less than two years, Farmers and students have raised almost two tons of fresh vegetables.

The increase in the Maintenance & Repair and Contract Services line-items will provide funds for the increased cost of annual hood inspections, grease trap cleaning, and parts for routine maintenance. Pass-through warmers and coolers will be purchased with the additional Equipment funds.

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Rezoning property along West Northfield Boulevard
[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 4.6 acres located at the northwest corner of West Northfield Boulevard and Sulphur Springs 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

P&H Joint Venture presented a zoning application [2021-412] for approximately 4.6 acres located along the north side of West Northfield Boulevard to be rezoned from RS-10 (Single-Family Residential District 10) to PCD (Planned Commercial District). During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval, subject to the developer installing speed cushions on the extension of Oakhaven Drive, contingent upon further review and approval of the City speed cushion program by the appropriate City officials. The PCD pattern book has been revised to reflect compliance with this condition.

Council Priorities Served

Improve Economic Development

This rezoning will enable development of commercial uses along a major arterial, which will generate sales tax revenue for the City and employment for the community.

Expand Infrastructure

This developer will be responsible for the construction of the extension of Oakhaven Drive promoting traffic connectivity and providing an alternative means of ingress/egress into an existing residential area for emergency vehicles.

Attachments:

1. Ordinance 21-OZ-20

2. Maps of the area
3. Planning Commission staff comments from 06/02/2021 meeting
4. Planning Commission minutes from 06/02/2021 meeting
5. Sanders Corner PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JUNE 2, 2021**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 5.a. Zoning application [2021-412] for approximately 4.6 acres located along West Northfield Blvd and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner), P&H Joint Venture applicant.**

The subject property is located along the north side of West Northfield Boulevard and west of Sulphur Springs Road (Tax Map 080F Group A Parcel 018.00, parcel 018.01 and parcel 017.00). The property consists of 4.6 acres and is zoned RS-10 (Single-Family, Residential District, min. 10,000 ft² lot size). The applicant is requesting to rezone the subject properties to PCD (Planned Commercial District) to allow the development of a neighborhood commercial node.

Adjacent Land Use and Zoning

The properties to the north and west are developed, single-family lots zoned RS-10. To the east is the Saddlebrook PRD which consists of 267 multi-family dwelling units, 84 small residential detached lots, and 68 townhomes under development. To the south, across West Northfield Blvd, is the Northfield Village PCD (file 2016-417) which is developed with a self-service storage facility and a commercial outparcel with limited permitted uses. Sinking Creek and its floodway are located just across Sulphur Springs Road to the east.

Along Oakhaven court there are 10 single-family, detached lots and one two-family lot (duplex). The Planning Commission approved a preliminary and final plat for the extension of Oakhaven Drive at its north end in a cul-de-sac to create 10 additional single-family, detached lots called the Cawthon Subdivision.

Previous PCD (Sanders Corner)

A rezoning application for one of the subject parcels was submitted for consideration in 2017 and ultimately went to City Council on August 22, 2019. The 2019 Sanders Corner PCD was 2.5 acres and proposed one 9,006 ft² commercial retail center and one 6,811 ft² restaurant. The Sanders family, who at that time were the property owners were represented by their realtor Larry Sims. The City Council deferred action on the project with several members expressing concerns with the use of a speculative planned development. The City Council also discussed uses and access to this site.

Proposed PCD (Sanders Corner) May 19, 2021

The 2021 Sanders Corner application is being made by P&H Joint Venture, whose representative Charlie Patel, are the current owners of the property. The proposed PCD consists of 3 single-story buildings; one office building was removed since the Planning Commission scheduled the public hearing. The plan proposes a gas station, 3,888 ft² convenience market and 1,350 ft² restaurant tenant, a 10,200 ft² (max. 4,000 ft² liquor store & 3,570 ft² restaurant) commercial center, and one 6,540 ft² office buildings. A concept plan can be found on page 12 of the program book. An example of materials and characteristics is on pages 15-19 of the program book.

Staff also requests the Planning Commission review the lists of permitted uses to determine if they are appropriate land uses. The plan now limits the square footage that can be utilized as a liquor store to a maximum of 4,000 gross square feet of floor area.

Similar to the Northfield Village PCD, the Sanders Corner PCD is proposing the following restrictions:

- Outdoor Storage is prohibited, including garden and lawn supplies.
- Outdoor speakers for patio are permitted, they just can't be amplified and shall only be for background ambiance.
- Liquor Store Signage will meet GDO-3 standards. Signage in PCD and Restrictive Covenants to be recorded prior to 1st C of O.
- Gas station/convenience store operation hours shall be from 6:00 am to 11:00 pm.

As a condition of the rezoning and delay of the development of Lots 2 and 3, the following shall be required as part of Lot 1 development:

- The 15-ft wide Type 'D' Option 2 Landscape Buffer and fencing along western perimeter of Lots 2 & 3 shall be installed as part of Lot 1
- Lots 2 & 3 are to be attractively graded, grass planted, and maintained as open green space until such time that Lots 2 & 3 are developed
- Lots 2 & 3 are not to be used for parking of construction equipment or storage trailers (as is being done now) after completion of Lot 1
- Lot 2 & 3 not to be used for any temporary business (flea market, fireworks stand, etc.)

Phasing

The phasing plan on page 14 is divided into three phases. The gas station is proposed as phase 1, the commercial center and second detention pond are phase 2 and the office buildings are proposed as phase 3.

Transportation & Drainage:

The project proposes a right-turn lane on Sulphur Springs Road at the signal, a left-turn lane into the site on West Northfield Boulevard. It also includes two right-in, right-out driveways and two full-access drives furthest from the signalized intersection. At staff's direction, all four access drives are included in phase 1.

Staff from the Public Infrastructure Department and the Planning Department reviewed the access, circulation and proposed public improvements with this PCD. Early in the process, staff recognized the opportunity to require the construction of Oakhaven Drive within an area of right-of-way that was dedicated to the City of Murfreesboro with the Forest Hills Estates Section 8 final subdivision plat in 1974. The construction of this street will provide the needed connectivity and the costs associated with its construction will be incurred by the developer. The construction of this street is a benefit for our community that will be constructed at the cost of the developer. The plan also creates the opportunity for the developer of the parcel along the north side of the right-of-way to participate in the construction/costs. According to the phase plan in the PCD program book, the developer wants to delay the construction of the street until phase 3, however there is uncertainty in the development timeframe of phase 3. Therefore, staff does not support the infrastructure improvement being delayed until Phase 3. As such, the construction of Oakhaven Drive should occur phases 1 or 2.

The sight drains toward Sulphur Springs Road, eventually reaching Sinking Creek. The concept plan anticipates two detention ponds; the first being located at the southeastern corner and the second between building 3 and Sulphur Springs Road. The pond located at the intersection is limited to no deeper than 4-feet deep.

Exceptions

THE ORDINANCE APPROVING THE PLANNED DEVELOPMENT MAY PROVIDE FOR SUCH EXCEPTIONS FROM THE NON-OVERLAY DISTRICT ZONING REGULATIONS GOVERNING USE, DENSITY, AREA, BULK, PARKING, AND SUCH SUBDIVISION REGULATIONS AS MAY BE NECESSARY OR DESIRABLE TO ACHIEVE THE OBJECTIVES OF THE PROPOSED PLANNED DEVELOPMENT, PROVIDED SUCH EXCEPTIONS ARE CONSISTENT WITH THE STANDARDS AND CRITERIA CONTAINED IN THIS SECTION AND HAVE BEEN SPECIFICALLY IDENTIFIED AND REQUESTED IN THE APPLICATION FOR A PLANNED DEVELOPMENT. UNLESS THE ORDINANCE APPROVING A PLANNED DEVELOPMENT CONTAINS A CLEAR STATEMENT OF EXCEPTIONS TO THEM, THE STANDARDS AND CRITERIA OF THE DISTRICT ZONING REGULATIONS (NON-OVERLAY) WILL APPLY TO ALL PLANNED DEVELOPMENTS. THE ONLY EXCEPTIONS TO OVERLAY DISTRICT REGULATIONS PERMITTED IN A PLANNED DEVELOPMENT ARE EXCEPTIONS, IN THE BATTLEFIELD PROTECTION DISTRICT ZONE AND THE GATEWAY DESIGN OVERLAY DISTRICT ZONE, TO A BUILDING HEIGHT, A SETBACK, OR A LANDSCAPING REQUIREMENT.

The PCD requests two exceptions to the Zoning Ordinance standards.

1. The first exception is for a front setback reduction along Oakhaven Court (20 feet versus 42 feet).
2. The second exception relates to the perimeter planting yards along proposed lot

lines. The request is for required perimeter landscape planting materials associated with internal property lines, that are located in the middle of a private drive isles, shall be allowed to be planted in landscape islands/areas adjacent to the drive isle containing the internal property line. If there is not enough space in the immediate vicinity of that drive isle, surplus landscape materials associated with that property line shall be planted in other planting areas of that parcel

Future Land Use Map

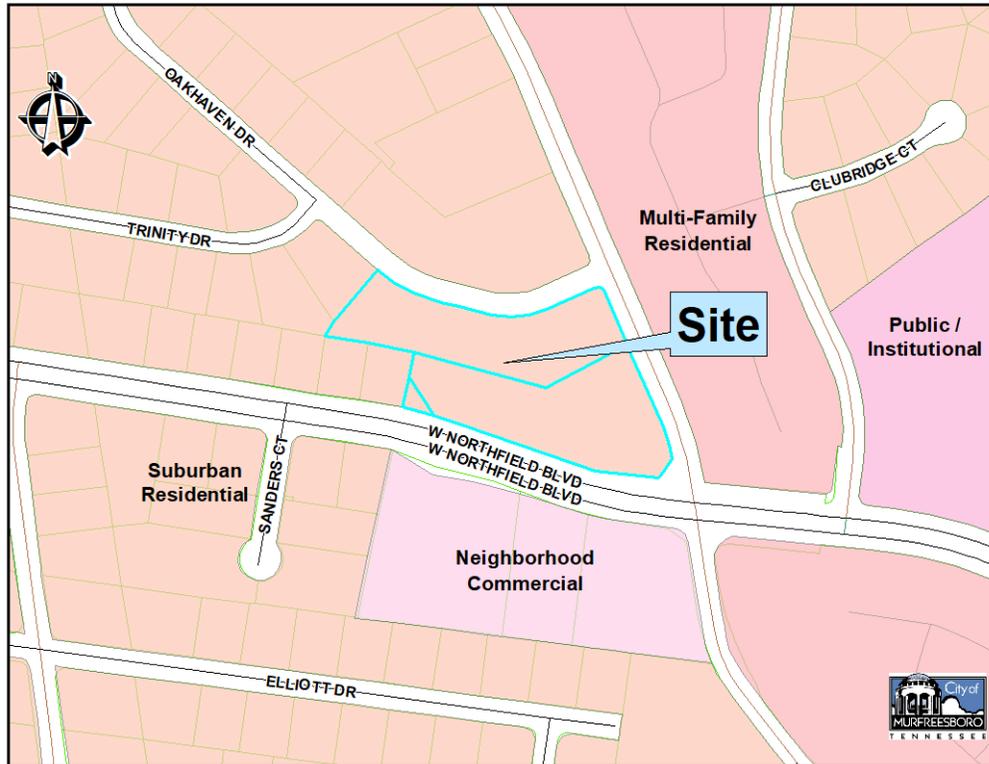
The Murfreesboro 2035 ***Future Land Use Map*** indicates that Suburban Residential Character (SR) is most appropriate for the subject property. Chapter 4 of the Murfreesboro 2035 comprehensive plan describes the SR land use character as:

This community character classification is very different from the Urban and Auto-Urban (General) residential character categories. As new development continues around the City's periphery, a lower density Suburban Residential (SR) development will help to transition rural and urban development. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space. As in the case of many neighborhoods in Murfreesboro, particularly those in West Murfreesboro, or those that currently abut vacant land, the adjacent views that contribute to a semi-rural character are temporary, rather than permanent. The natural open space and views of the landscape are "borrowed" from the adjoining land. Consequently, as additional development occurs abutting these existing neighborhoods, the character will change. This is an important consideration as to the design of new subdivisions and whether they use the adjacent land or incorporate permanent open space into the development to sustain its original character. One means of achieving this character is by clustering development, thereby maintaining an equal or higher density while preserving permanent open space

The *Sanders Corner PCD* is inconsistent with the Future Land Use map character descriptions. In response the inconsistency, the applicants contend that:

However, the proposed plan complements the existing PCD of Northfield Storage and shall provide a mix of commercial retail and offices to serve the neighboring communities. This development will also extend Oakhaven Drive to Sulphur Springs road, significantly increasing the overall connectivity of the area."

Future Land Use Map



Future Land Use Map

LAND USES

Proposed Land Uses

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

AND AUTO-URBAN (GENERAL) RESIDENTIAL CHARACTER CATEGORIES. AS NEW DEVELOPMENT CONTINUES AROUND THE CITY'S PERIPHERY, A LOWER DENSITY SUBURBAN RESIDENTIAL (SR) DEVELOPMENT WILL HELP TO TRANSITION RURAL AND URBAN DEVELOPMENT. THIS CHARACTER TYPE INCLUDES SMALL ACREAGES OR LARGE LOT ESTATE DEVELOPMENT, OR MAY ALSO BE SMALLER LOTS CLUSTERED AROUND COMMON OPEN SPACE. AS IN THE CASE OF MANY NEIGHBORHOODS IN MURFREESBORO, PARTICULARLY THOSE IN WEST MURFREESBORO, OR THOSE THAT CURRENTLY ABUT VACANT LAND, THE ADJACENT VIEWS THAT CONTRIBUTE TO A SEMI-RURAL CHARACTER ARE TEMPORARY, RATHER THAN PERMANENT. THE NATURAL OPEN SPACE AND VIEWS OF THE LANDSCAPE ARE "BORROWED" FROM THE ADJOINING LAND. CONSEQUENTLY, AS ADDITIONAL DEVELOPMENT OCCURS ABUTTING THESE EXISTING NEIGHBORHOODS, THE CHARACTER WILL CHANGE. THIS IS AN IMPORTANT CONSIDERATION AS TO THE DESIGN OF NEW SUBDIVISIONS AND WHETHER THEY USE THE ADJACENT LAND OR INCORPORATE PERMANENT OPEN SPACE INTO THE DEVELOPMENT TO SUSTAIN ITS ORIGINAL CHARACTER. ONE MEANS OF ACHIEVING THIS CHARACTER IS BY CLUSTERING DEVELOPMENT, THEREBY MAINTAINING AN EQUAL OR HIGHER DENSITY WHILE PRESERVING PERMANENT OPEN SPACE

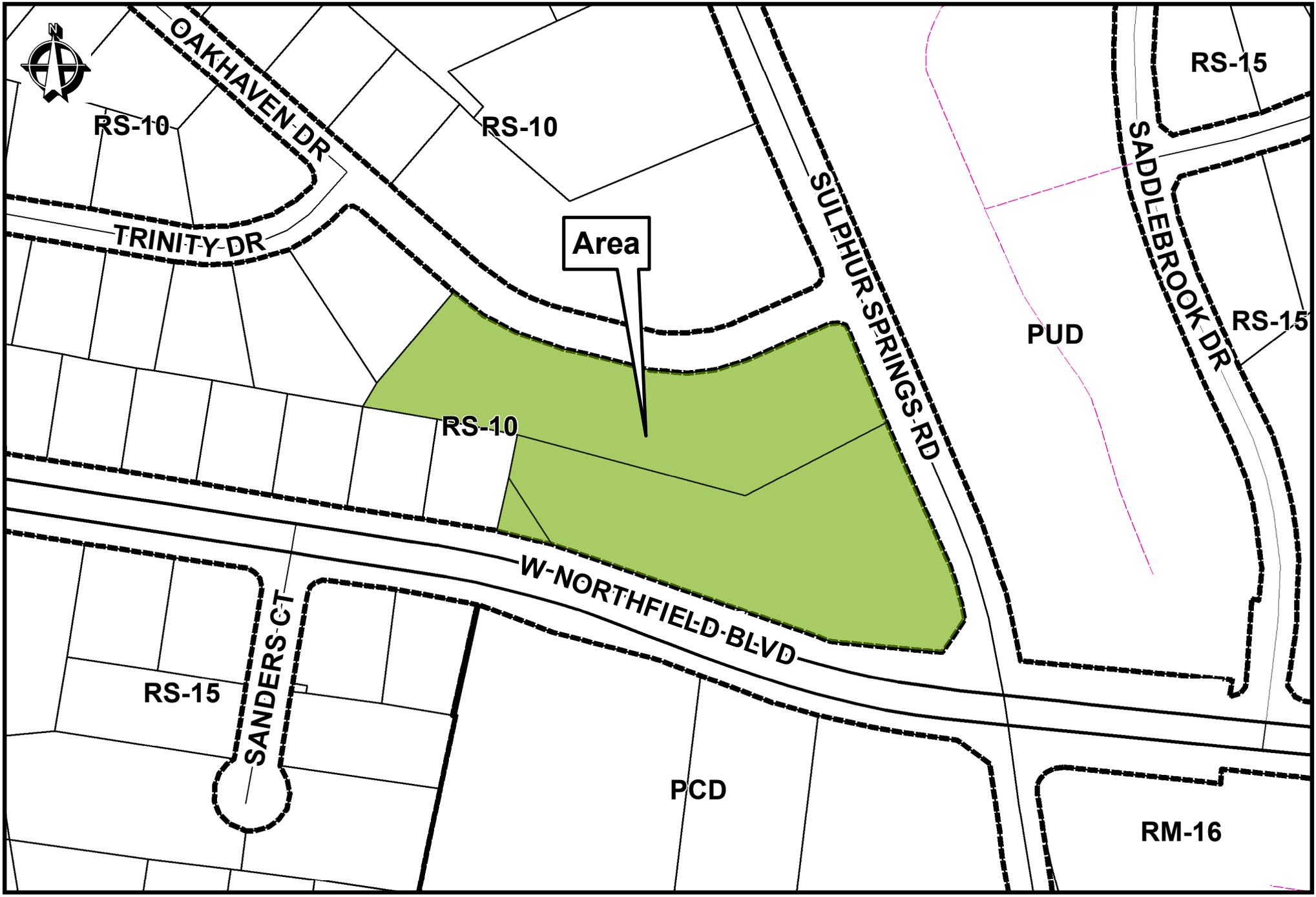
Recommendation:

The applicant held a neighborhood meeting at Bethel Church on Tuesday, April 12, 2021. A copy of the revised Sanders Corner pattern book is included with the staff report as well as exhibits from the Northfield Village PCD, 2019 Sanders Corner PCD, and minutes from the 2019 Sanders Corner City Council meeting.

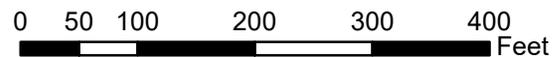
Staff is generally supportive of this rezoning request for the following reasons:

1. This plan creates an opportunity for the developer to construct infrastructure that was dedicated to the City of Murfreesboro in 1974 but not built. In addition to providing additional connectivity to the current residents, it will benefit the ten additional lots approved on this street and redevelopment within this area.
2. It creates a space for neighborhood commercial uses to serve the current and future developments which may reduce vehicle trips or mileage.
3. The development quality is generally in conformance with the standards of the *Murfreesboro Design Guidelines*.

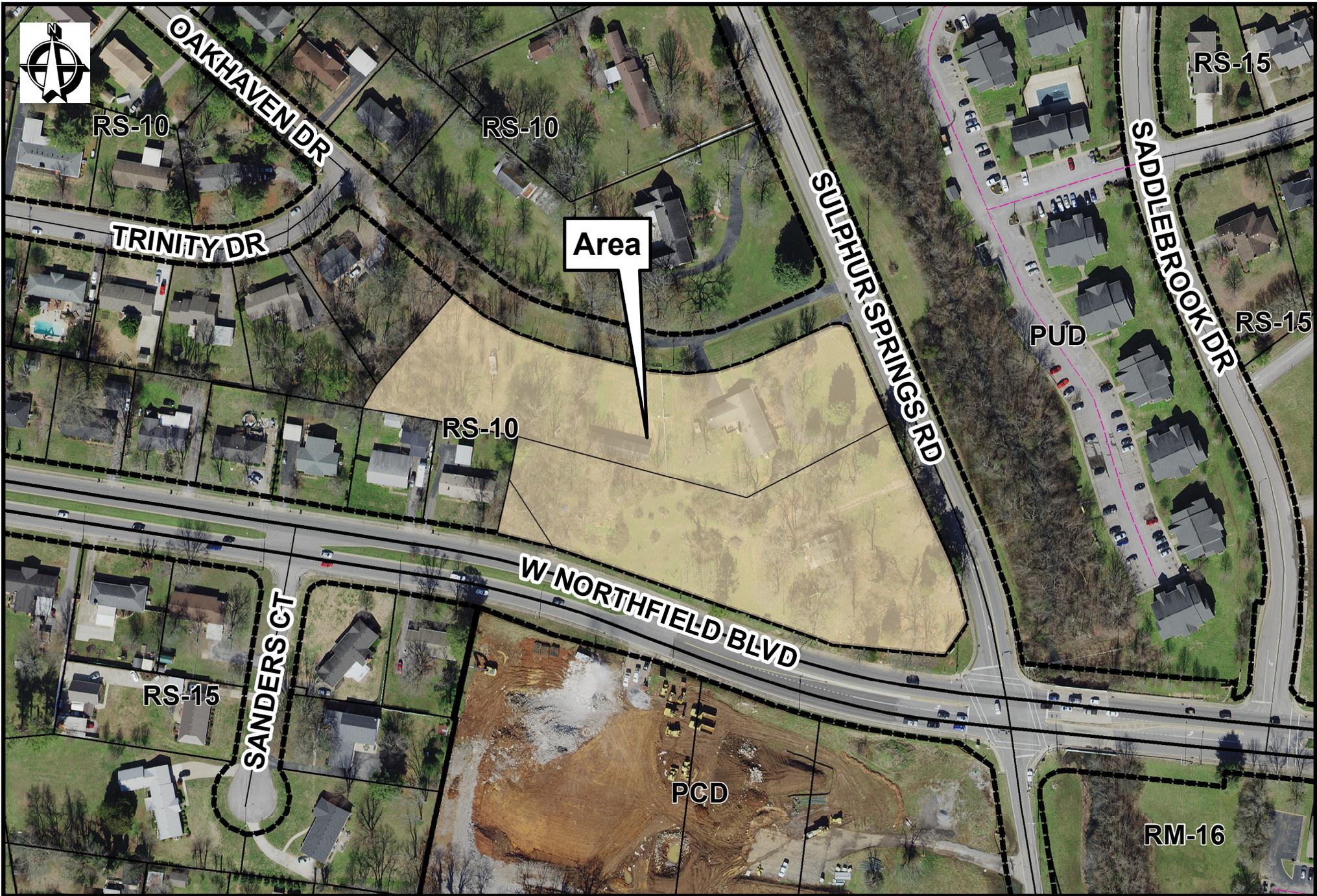
The Planning Commission will need to conduct a public hearing prior to making a recommendation to the City Council.



**Zoning Request for Property Located along West Northfield Boulevard
RS-10 to PCD (Sanders Corner PCD)**



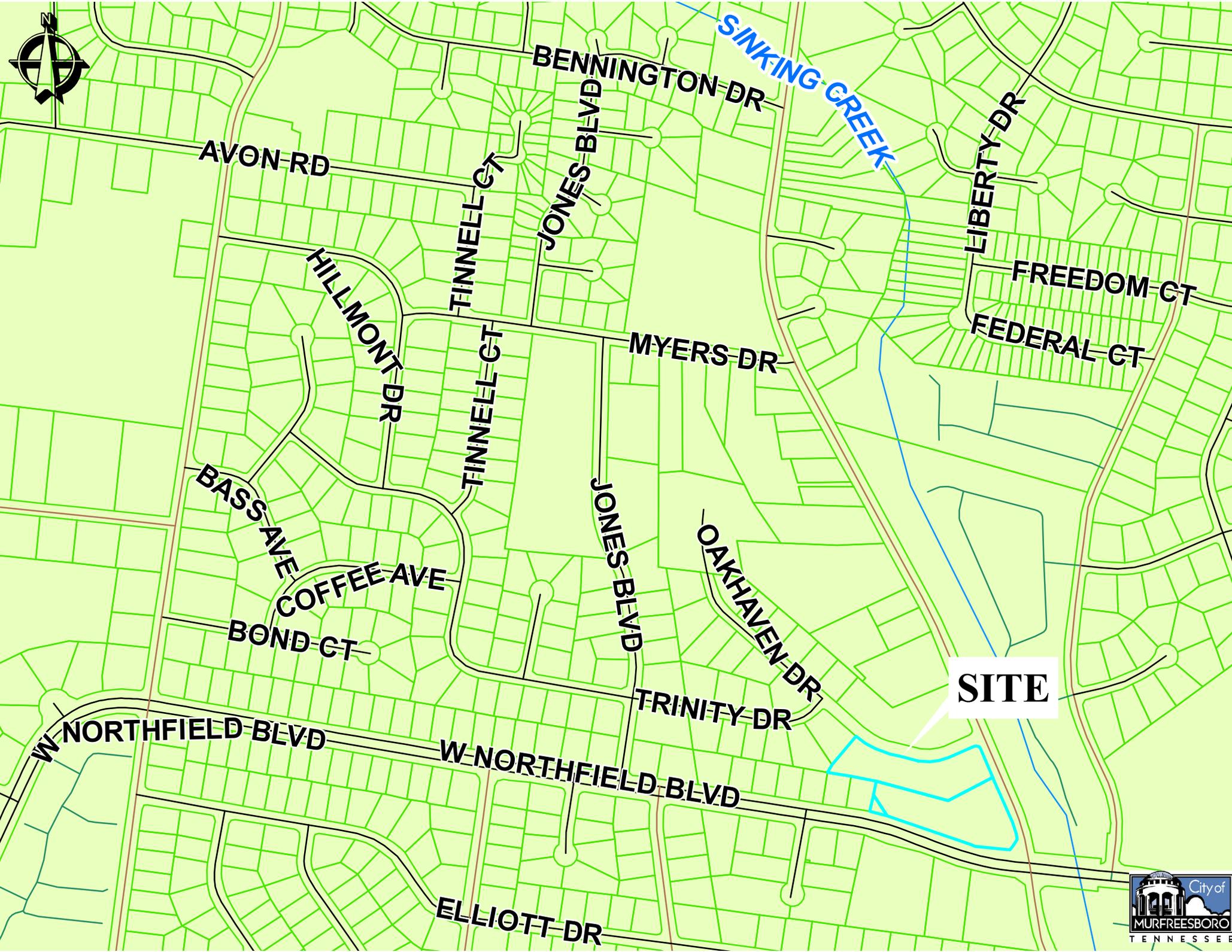
Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



**Zoning Request for Property Located along West Northfield Boulevard
RS-10 to PCD (Sanders Corner PCD)**



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



SITE



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail address: _____

PROPERTY OWNER: _____

Street Address or property description: _____

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

Existing zoning classification: _____

Proposed zoning classification: _____ Acreage: _____

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: _____

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

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____



SANDERS CORNER

A REQUEST FOR REZONING FOR A PLANNED COMMERCIAL DISTRICT (PCD)
Murfreesboro, Tennessee

Initial Submittal
April 15, 2021

Resubmitted
May 27, 2021 for June 02, 2021
Planning Commission Public Hearing

Resubmitted
July 7th, 2021 for July 29th, 2021
City Council Public Hearing

Resubmitted
August 20th, 2021 for September 2nd, 2021
Re-scheduled City Council Public Hearing

SEC, Inc.

SEC Project #20012

SEC, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129*

Company Name: P&H Joint Venture
Profession: Developer
Attn: Charlie Patel
Phone: 615-995-4480
Email: chpatel25@gmail.com

*208 N Thompson Lane
Murfreesboro, Tennessee 37129*

Company Name: W. Michael Stewart, Architecture
Profession: Architect
Attn: William Stewart

*540 Grove Isle Cir. 103
Vero Beach, Florida 32962*

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AERIAL PHOTOGRAPH

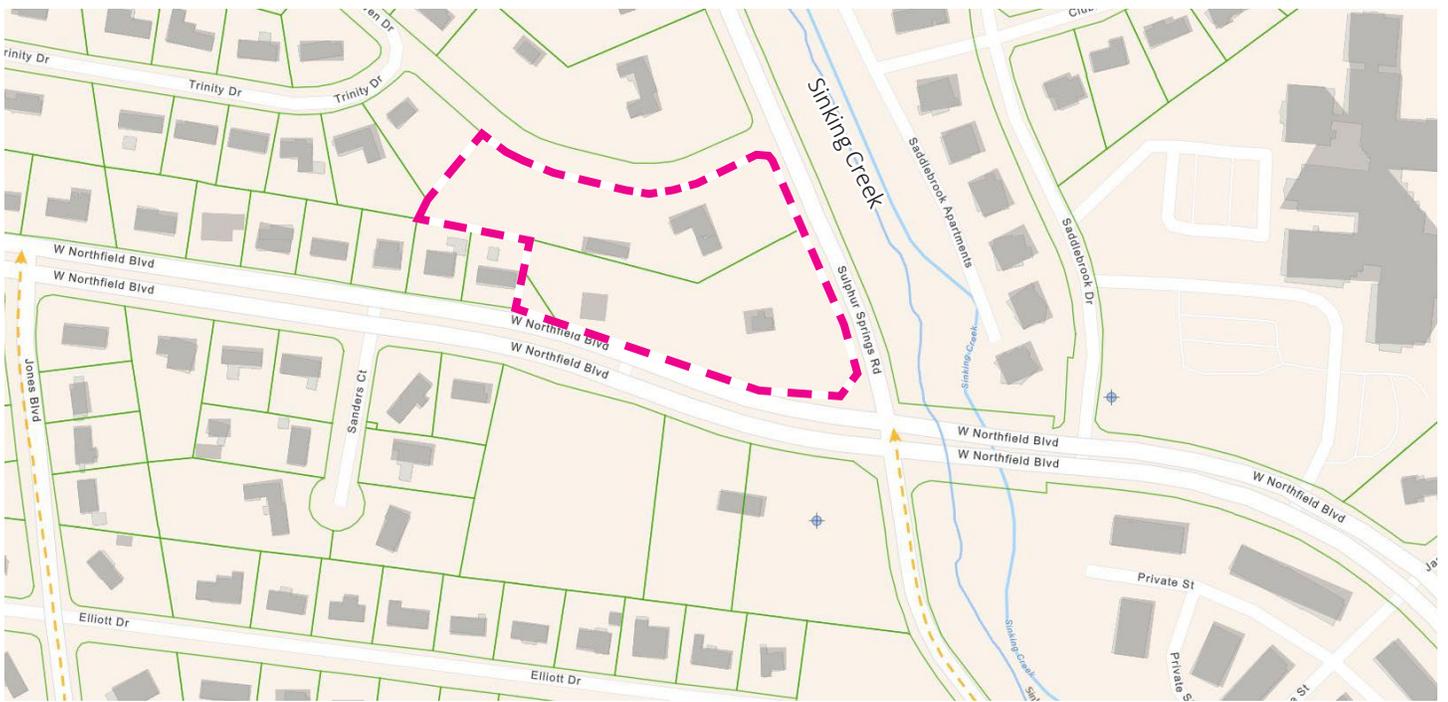
Not To Scale 

-  West Northfield Boulevard
-  Sulphur Springs Road
-  Saddlebrook Drive
-  Oakhaven Drive



P&H Joint Venture respectfully requests the rezoning of the Sanders and Sutherland Properties at 1215 Sulphur Springs Road and 1207 Sulphur Springs Road from residential single-family (RS-10) to Planned Commercial Development (PCD) to create Sander’s Corner. The proposed development is located northwest of the Sulphur Springs Road and West Northfield Boulevard intersection. The site is identified as Parcels 17.00, 18.00, 18.01 of Tax Map 80F Group A. Parcel 17.00 is approximately 2.1 acres, Parcel 18.00 is approximately 2.5 acres, and Parcel 18.01 is approximately 0.06 Acres for combined deeded acreage of approximately 4.66 acres.

The development will consist of 3 single-story buildings. These building shall include a proposed gas station connected to a retail tenant space with a drive-thru, a commercial center, and an office building. The location and details of these buildings can be found on pages 12-19. The building facades shall be constructed primarily of brick, stone. An example sheet of materials and characteristics can be found on Pages 15-19 of this book. Development signage will be located along West Northfield Boulevard, Sulphur Springs Road, and Oakhaven Drive and shall be anchored by landscaping.



MAJOR THOROUGHFARE PLAN

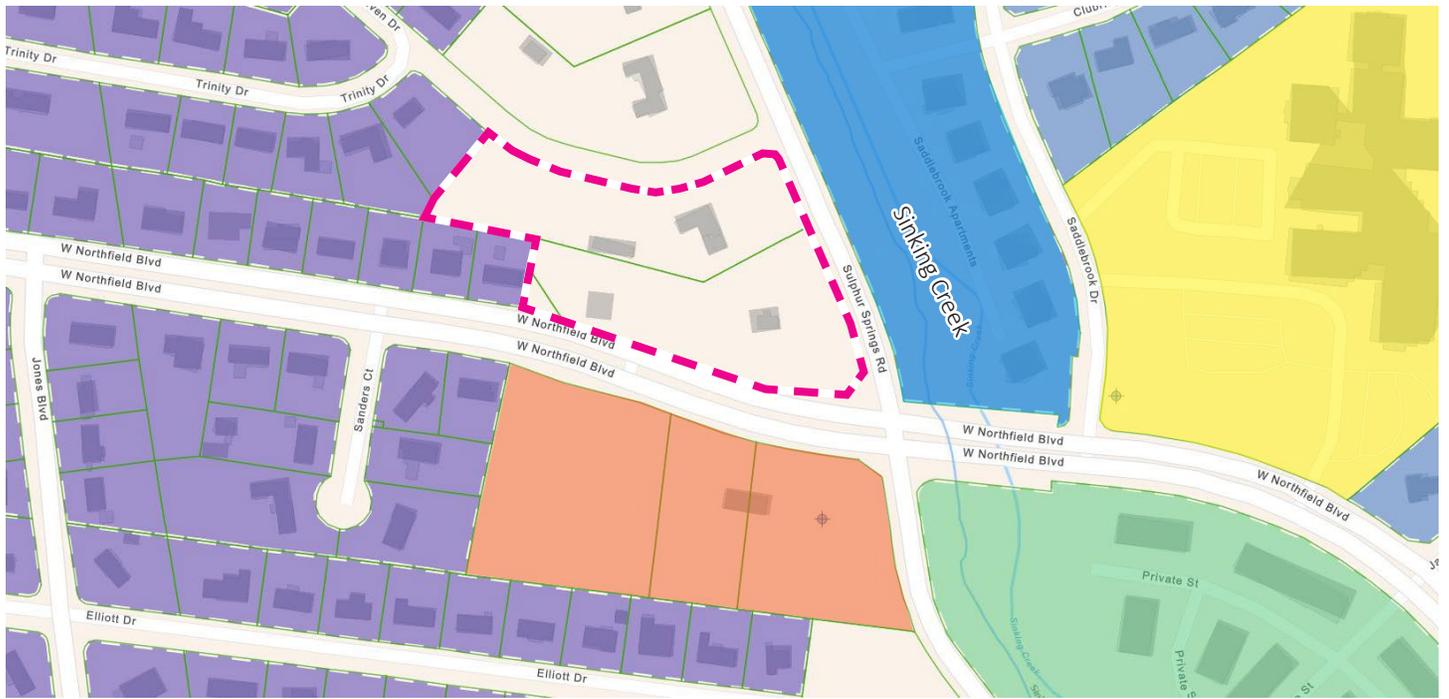
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 3- Lane Roadway



The property has/will have access to the existing public rights-of-way of West Northfield Boulevard, Sulphur Springs Road, and the proposed extension of Oakhaven Drive through 5 entrances: two along Oakhaven Drive, one along Sulphur Springs Road, and two along West Northfield Drive.

Per the 2040 Murfreesboro Major Transportation Plan, the only road slated for improvements near the development is the portion of Sulphur Springs Road south of West Northfield Boulevard. This portion of Sulphur Springs is recommended to be widened to a 3-lane roadway. This development has already dedicated 10-ft of R.O.W.



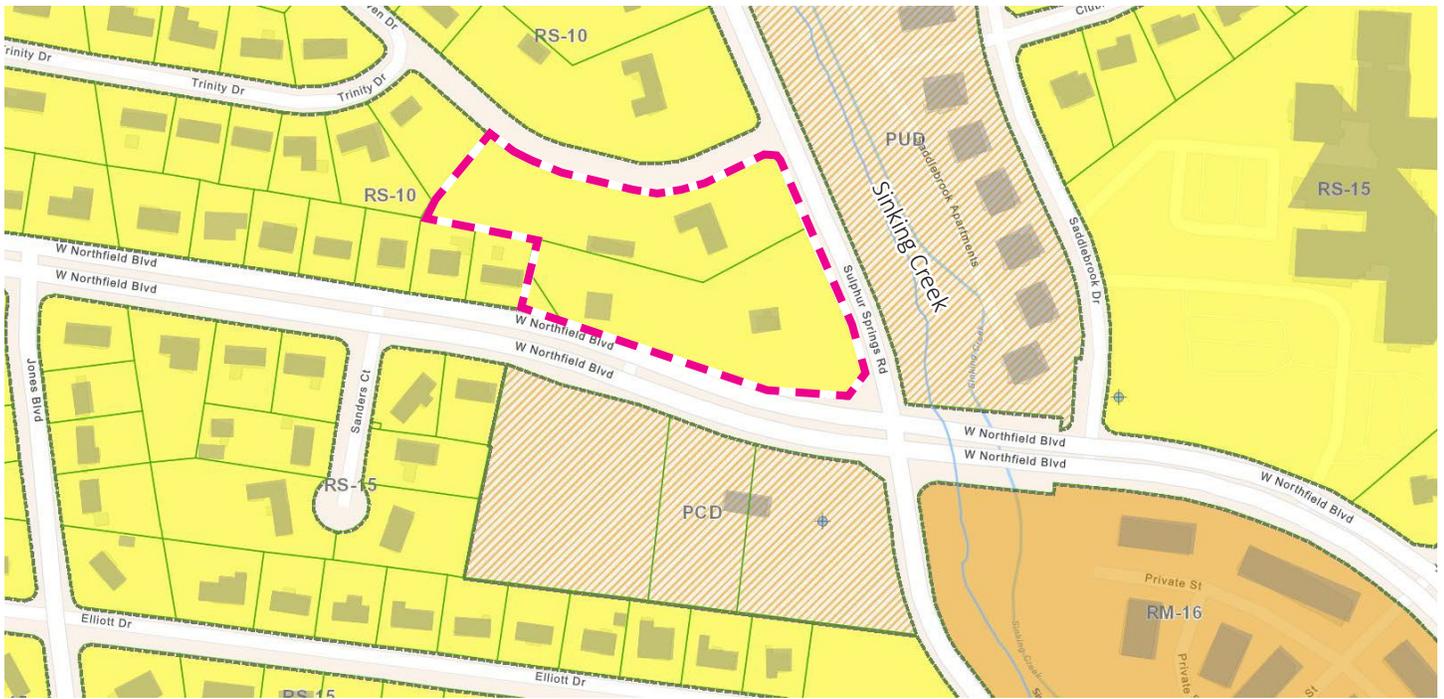
SUBDIVISION MAP

Not To Scale 

	Haynes Haven Estates		Saddlebrook Apartments
	Forest Hills Estates		Northfield Elementary
	Haynes Haven Apartments		Northfield Village PCD



The property is surrounded by a mixture of residential neighborhoods, apartment complexes, and commercial properties. Forest Hill Estates is located to the west of the proposed development, which is a residential neighborhood consisting of one-story single family detached homes without garages. The exterior elevations consist of primarily brick along all elevation of the homes. Forest Hills Estates will be connected back to Sulphur Springs Road with the extension of Oakhaven Drive. North of the proposed development is a single family detached home with a brick facade. East of the property, across Sulphur Springs Road, is Saddlebrook Apartments. This apartment complex consists of 2-story buildings with all red brick facades. Northfield Village PCD is located to the south and consists of the A+ Northfield Storage and two undeveloped commercial lots. A+ Northfield Storage is a self-storage facility with three 1-story storage buildings and a 2-story storage building. The building exteriors consist primarily of brick, EIFS, and metal roofing. Sinking Creek is located to the east of the site on the opposite side of Sulphur Springs Road.



ZONING MAP

Not To Scale 

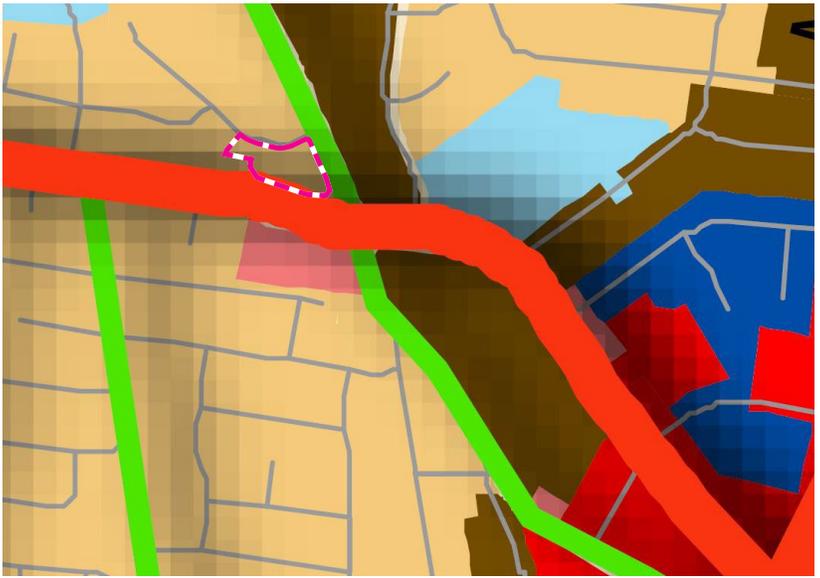
- RS-10 Residential Single-Family (RS-10)
- RS-15 Residential Single-Family (RS-15)
- RM-16 Residential Multi-Family (RM-16)
- PUD Planned Unit Development (PUD)
- PCD Planned Commercial Development (PCD)

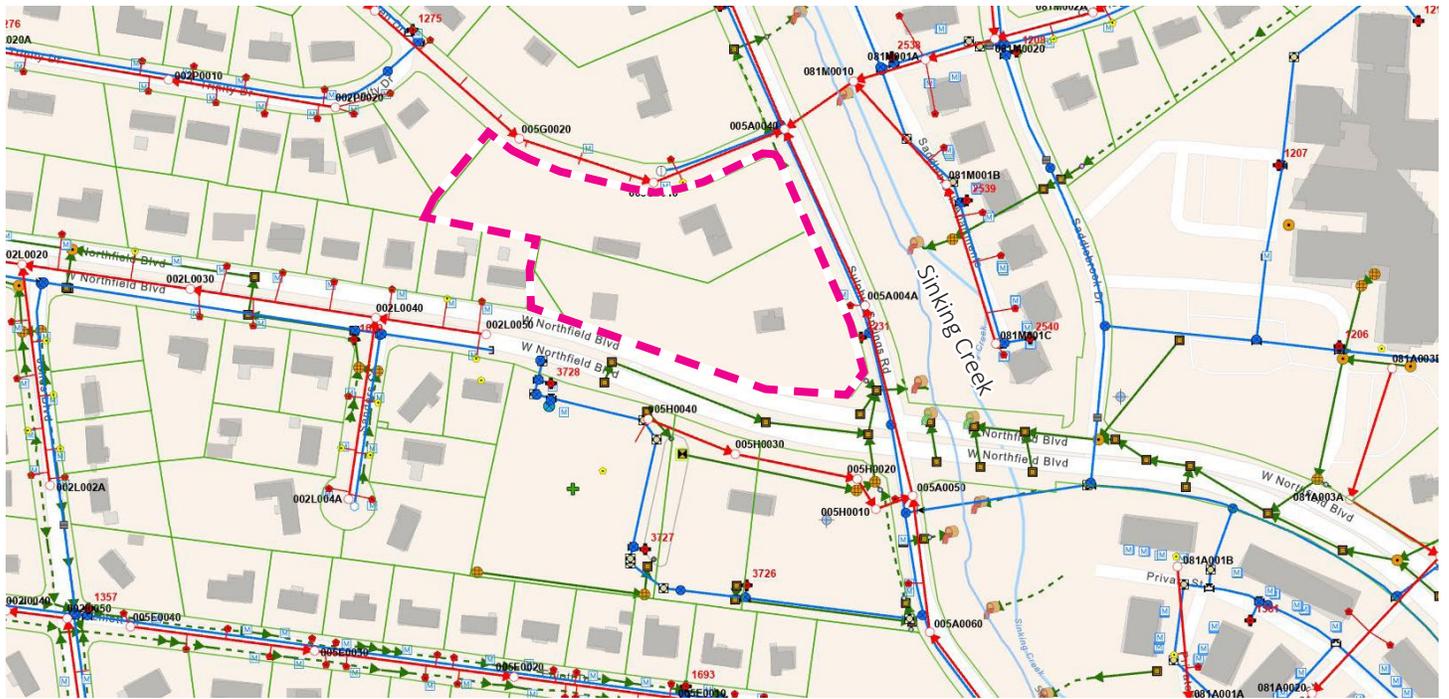


The surrounding area consists of a mixture of zoning types and uses. The land to the north and west are zoned RS-10. The land to the south of the site is zoned PCD. The land to the southwest of the site is zoned RS-15. The land to the southeast of the site is zoned RM-16. The land to the east of the site is zoned PRD.

2035 LAND USE PLAN

The 2035 Murfreesboro Land Use Plan proposes this area as Suburban Residential Character (SR). This character classification includes larger estate lots or clusters of homes around common open space. The proposed land use, (PCD), differs from the Land Use Plan recommendations. However, the proposed plan complements the existing PCD of Northfield Storage and shall provide a mix of commercial retail and offices around a prominent intersection that will serve the neighboring communities.





UTILITY MAP

Not To Scale 

-  WATER
-  ELECTRIC
-  SEWER
-  STORMWATER

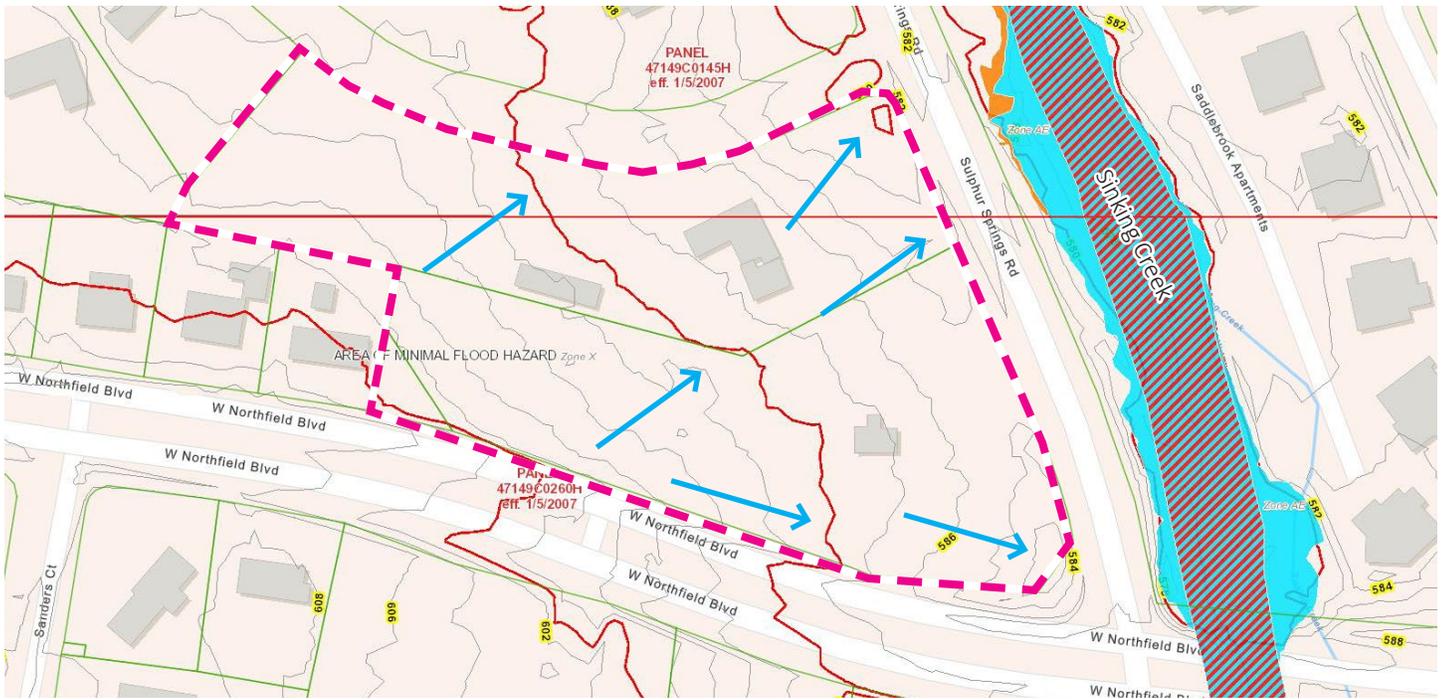


Water service will be provided by Murfreesboro Water Resource Department. There is an existing 10" cast iron water line within Sulphur Springs Road for water service into the site and an existing 6" cast iron water line along the existing R.O.W. for the Oakhaven Drive extension. The developer will be responsible for extending the waterline(s) into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department. Sanitary sewer service can connect to an existing 8" PVC/Vitrified Clay gravity sewer line within the R.O.W. of Oakhaven Drive as well as a 24" reinforced concrete gravity sewer line within the R.O.W. of Sulphur Springs Road. The developer will be responsible for extending sanitary services into the site.



Electric service will be provided by the Middle Tennessee Electric. Service will be extended from Sulphur Springs Road and West Northfield Boulevard. The developer will be responsible for extending the electric lines into the site, and all on-site electric lines shall be underground.



HYDROLOGY AND TOPOGRAPHY

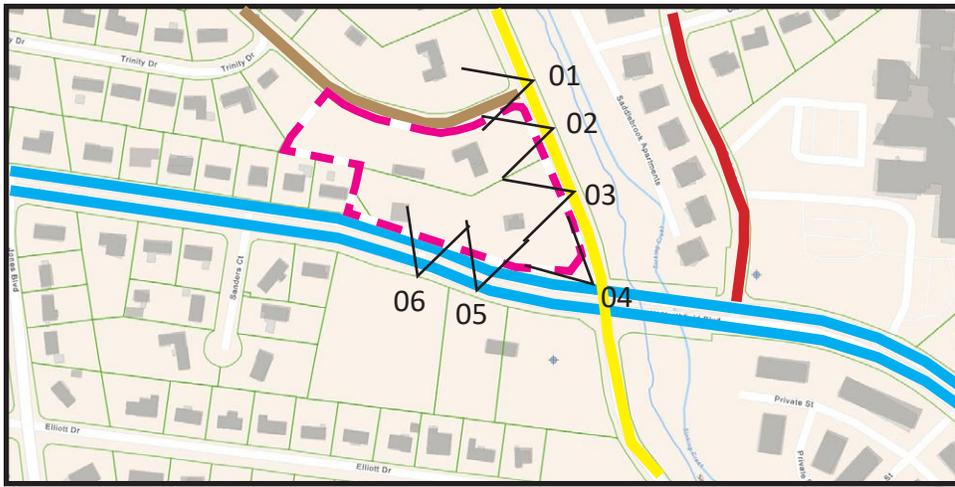
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-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



The topographic map above shows the site's general high point to be along the southwest portions of the property. From this high point, the property drains in a northeastern direction towards Sulphur Springs Road and Oakhaven Drive. A small portion of the property also drains towards the intersection of Sulphur Springs Road and West Northfield Boulevard. All of which makes its way to Sinking Creek.

No portions of the site are within a floodplain or floodway per FEMA Flood Panel #47149C0145H eff. 1/5/2007 and FEMA Flood Panel #47149C0260H eff. 1/5/2007.

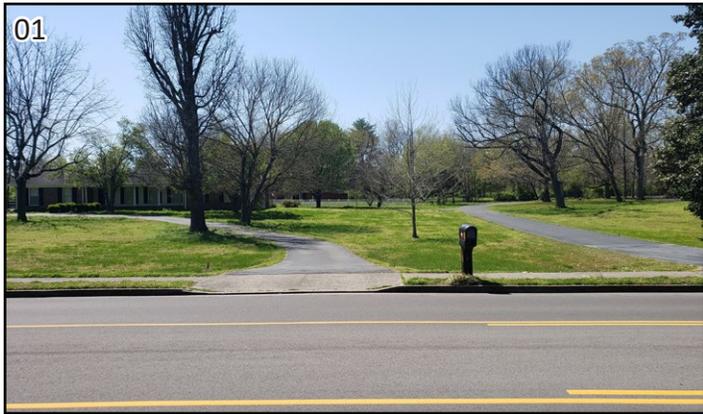


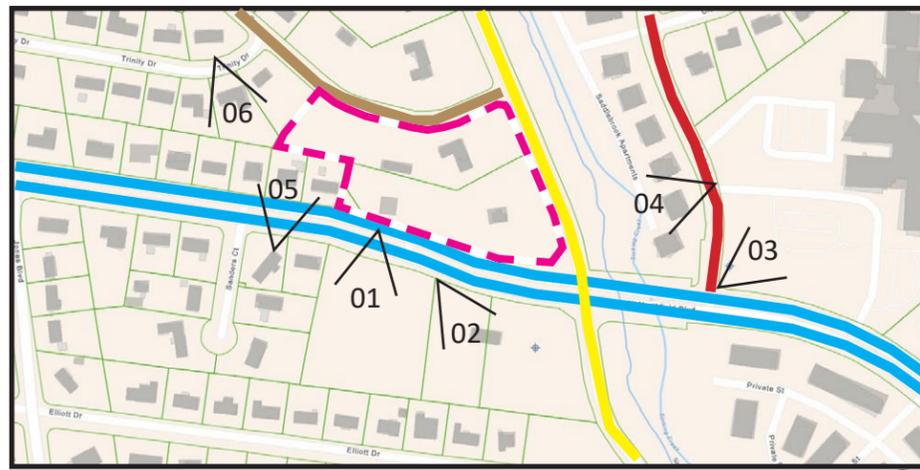
-  West Northfield Boulevard
-  Sulphur Springs Road
-  Saddlebrook Drive
-  Oakhaven Drive



PHOTO DIRECTION MAP

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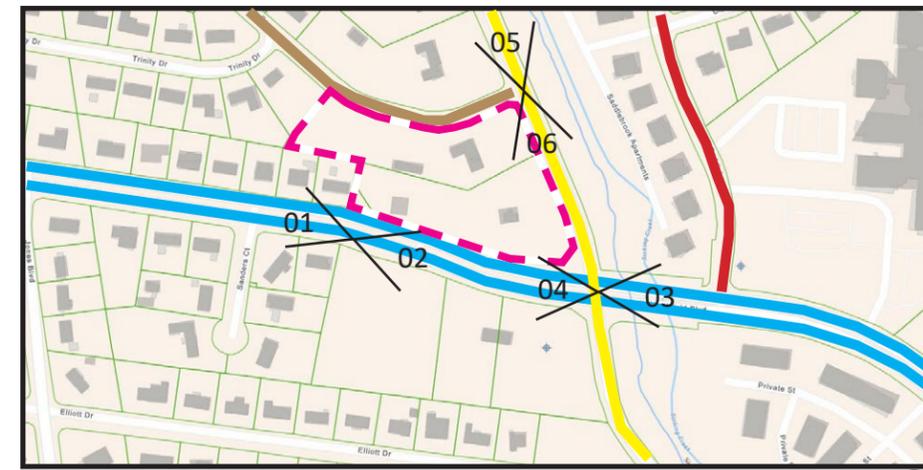


- █ West Northfield Boulevard
- █ Sulphur Springs Road
- █ Saddlebrook Drive
- █ Oakhaven Drive



PHOTO DIRECTION MAP

Not To Scale



- █ West Northfield Boulevard
- █ Sulphur Springs Road
- █ Saddlebrook Drive
- █ Oakhaven Drive

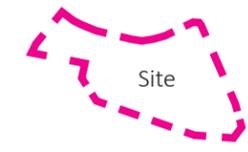
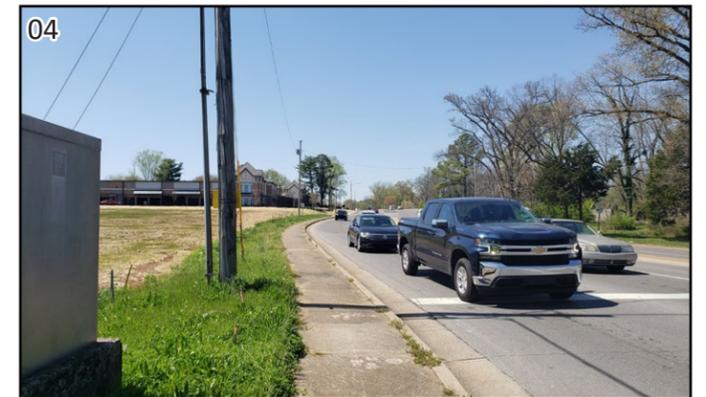


PHOTO DIRECTION MAP

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Site Data:

Total Land Area: ±4.61 Acres
 Total Open Space Required: ±0.92 Acres (20%)
 Total Open Space Provided: ±2.01 Acres (44%)
 Formal Open Space Required: ±0.14 Acres (3%)
 Formal Open Space Provided: ±0.15 Acres (3%)
 Stormwater (Detention): ±0.26 Acres (6%)

Parking Requirements:
 Building 1 - Gas Station/Convenience Store 3,888 sf
 Parking Required: 1 space per 300 sf = 13 spaces

Building 1 - Retail/Restaurant 1,350 sf
 Parking Required: 1 space per 100 sf = 14 spaces

Building 1 Total Parking Required = 27 spaces
 Building 1 Parking Provided = 35 spaces
 Queuing Spaces Required = 10 Spaces
 Queuing Spaces Provided = 10 Spaces

Building 2 - Commercial Center 10,200 sf
 Max allowed restaurant space (35%) = 3,570 sf
 Parking Required: 1 space per 225 sf = 46 Spaces
 Parking Provided: 61 Spaces

Building 3 - Office Building 6,540 sf
 Parking Required: 1 space per 300 sf = 22 spaces
 Parking Provided: 36 Spaces

Note:
 Shared parking will be allowed between the multiple uses. A shared parking agreement will be completed per the zoning ordinance.

- Open Space
- Formal Open Space
- Drive/Parking
- Sidewalk
- Buildings
- Solid Waste Enclosures
- Landscape Buffer
- Detention
- Roadway Improvements



Development Standards:

- All parking will be located at least 10 feet from public rights-of-way and 15 feet from adjacent property lines.
- The tenant space on the western end of the Building 1 may have a drive-thru window for uses such as restaurants, financial institutions, dry cleaners, etc.
- All parking areas shall be screened from public rights-of-way via landscaping and/or berms.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8 feet tall, with opaque gates, and shall be enhanced with landscaping.
- All service areas shall be screened from the R.O.W. and adjacent properties.
- The development shall provide pedestrian connections to West Northfield Boulevard, Sulphur Springs Road, and the Oakhaven Drive Extension.
- Monument signage shall be placed along West Northfield Boulevard, Sulphur Springs Road, and the Oakhaven Drive Extension. Example locations are provided on concept plan but may vary in exact location.
- Monument signage shall have materials consistent with the buildings architecture and be anchored with landscaping.
- Development signage shall comply with the City of Murfreesboro Sign Ordinance.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground.
- On-site lighting will comply with the City of Murfreesboro standards to prevent light pollution and provide safety for patrons and employees.
- Light fixtures shall be aesthetically consistent across the site.
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking will have curbing.
- All common open space and landscape areas on the site shall be owned and maintained by the owners of each lot, or via a common commercial owners association for the development.
- Open space furniture and improvements shall be tenant driven.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Mail service will be provided via CBU's on each lot.
- Outdoor Storage is prohibited, including garden and lawn supplies.
- Outdoor speakers for patio are permitted, they just can't be amplified and shall only be for background ambiance.
- Liquor Store Signage will meet GDO-3 standards. Signage in PCD and Restrictive Covenants to be recorded prior to 1st C of O.
- Gas station/convenience store operation hours shall be from 6:00 am to 11:00 pm.
- Developer shall be responsible to add speed cushions with the Phase 3 extension of Oakhaven Drive, contingent upon further review and approval of the City speed cushion program by the appropriate City officials.

As a condition of the rezoning and delay of the development of Lots 2 and 3, the following shall be required as part of Lot 1 development:

- The 15-ft wide Type 'D' Option 2 Landscape Buffer and fencing along western perimeter of Lots 2 & 3 shall be installed as part of Lot 1
- Lots 2 & 3 are to be attractively graded, grass planted, and maintained as open green space until such time that Lots 2 & 3 are developed
- Lots 2 & 3 are not to be used for parking of construction equipment or storage trailers (as is being done now) after completion of Lot 1
- Lot 2 & 3 not to be used for any temporary business (flea market, fireworks stand, etc.)

BUILDINGS 1 AND 2 PERMITTED USES	
INSTITUTIONS	
Adult Day-Care Center	X
Adult Day-Care Home	X
Church ¹³	X
College, University	X
Day-Care Center	X
Family Day-Care Home	X
Group Day-Care Home	X
Museum	X
Nursing School	X
Philanthropic Institution	X
Public Building	X
Senior Citizens Center	X
School, Public or Private, Grades K - 12	X
AGRICULTURAL	
Farm Labor and Management Services	X
COMMERCIAL	
Amusements, Commercial Indoor	X
Animal Grooming Facility	X
Antique Shop <3,000 sq.ft.	X
Apothecaries (pharmaceuticals only)	X
Art or Photo Studio or Gallery	X
Bakery, Retail	X
Bank, Branch Office	X
Bank, Drive-Up Electronic Teller	X
Bank, Main Office	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business School	X
Business and Communication Service	X
Catering Establishment	X
Clothing Store	X
Coffee, Food, or Beverage Kiosk	X
Commercial Center	X
Convenience Sale and Services, maximum 5,000 sq. ft. floor area	X
Delicatessen	X
Dry Cleaning	X
Dry Cleaning Pick-Up Station	X
Financial Services (No Check Advance Businesses)	X
Flower or Plant Store	X
Gas Station (6am-11pm Operating Hours)	X
Glass-Stained and Leaded	X
Group Assembly, <250 persons	X
Health Club	X
Ice Retail	X
Interior Decorator	X

COMMERCIAL (CONT.)	
Janitorial Service	X
Karate, Instruction	X
Keys, Locksmith	X
Laboratories, Medical	X
Laboratories, Testing	X
Liquor Store (Max 4,000 SF) (Max 1 in Development)	X
Music or Dancing Academy	X
Offices	X
Optical Dispensaries	X
Personal Service Establishment	X
Pet Shops	X
Pharmacies	X
Photo Finishing	X
Photo Finishing Pick-Up Station	X
Reducing and Weight Control Services	X
Restaurant and Carry-Out Restaurant	X
Restaurant, Specialty	X
Restaurant, Specialty - Limited	X
Retail Shop, other than enumerated elsewhere	X
Specialty Shop	X
Veterinary Office	X
Veterinary Clinic	X
Video Rental	X
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	X
Telephone or Communication Services	X

X - Permitted Uses

Prohibited Uses:

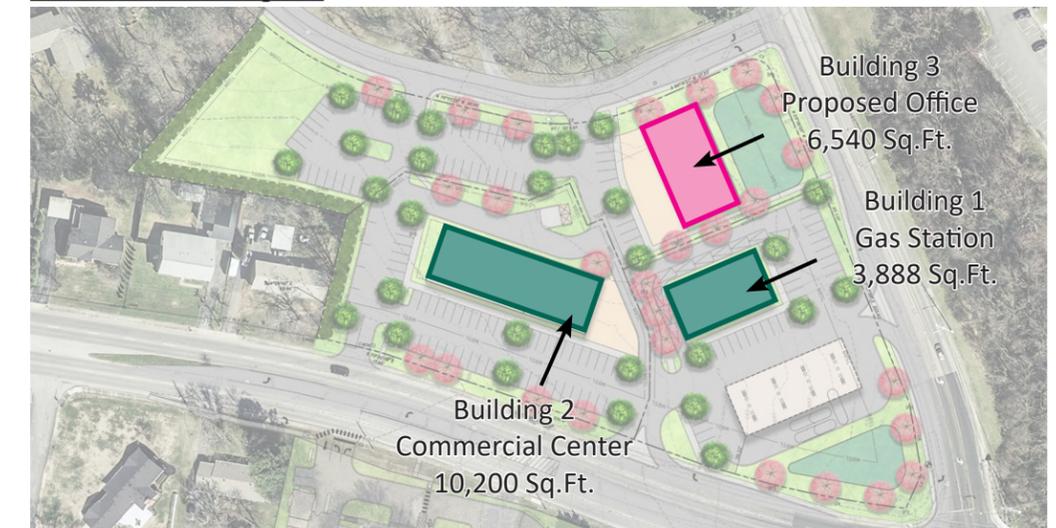
- Bar/Tavern
- Tobacco Sales as Primary Use
- Vape Sales as Primary Use
- No automobile sales and/or service
- Pawn Shop

BUILDING 3 PERMITTED USES	
INSTITUTIONS	
Adult Day-Care Center	X
Adult Day-Care Home	X
Church	X
College, University	X
Day-Care Center	X
Museum	X
Nursing Home	X
Nursing School	X
Philanthropic Institution	X
Public Building	X
Senior Citizens Center	X
AGRICULTURAL	
Farm Labor and Management Services	X
COMMERCIAL	
Art or Photo Studio or Gallery	X
Bank, Branch Office	X
Bank, Drive-Up Electronic Teller	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business School	X
Business and Communication Service	X
Catering Establishment	X
Financial Services	X
Flower or Plant Store	X
Health Club	X
Interior Decorator	X
Janitorial Service	X
Karate, Instruction	X
Keys, Locksmith	X
Laboratories, Medical	X
Music or Dancing Academy	X
Offices	X
Optical Dispensaries	X
Personal Services Establishments	X
Reducing and Weight Control Services	X
Specialty Shop	X
Veterinary Office	X
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	X

Allowable Uses:

The immediate end users for all of Sanders Corner are, at this time, currently unknown. The allowable uses outlined on this page are reflected within the Commercial Fringe (CF) and the General Office (OG) districts. Sanders Corner will allow the following uses listed above.

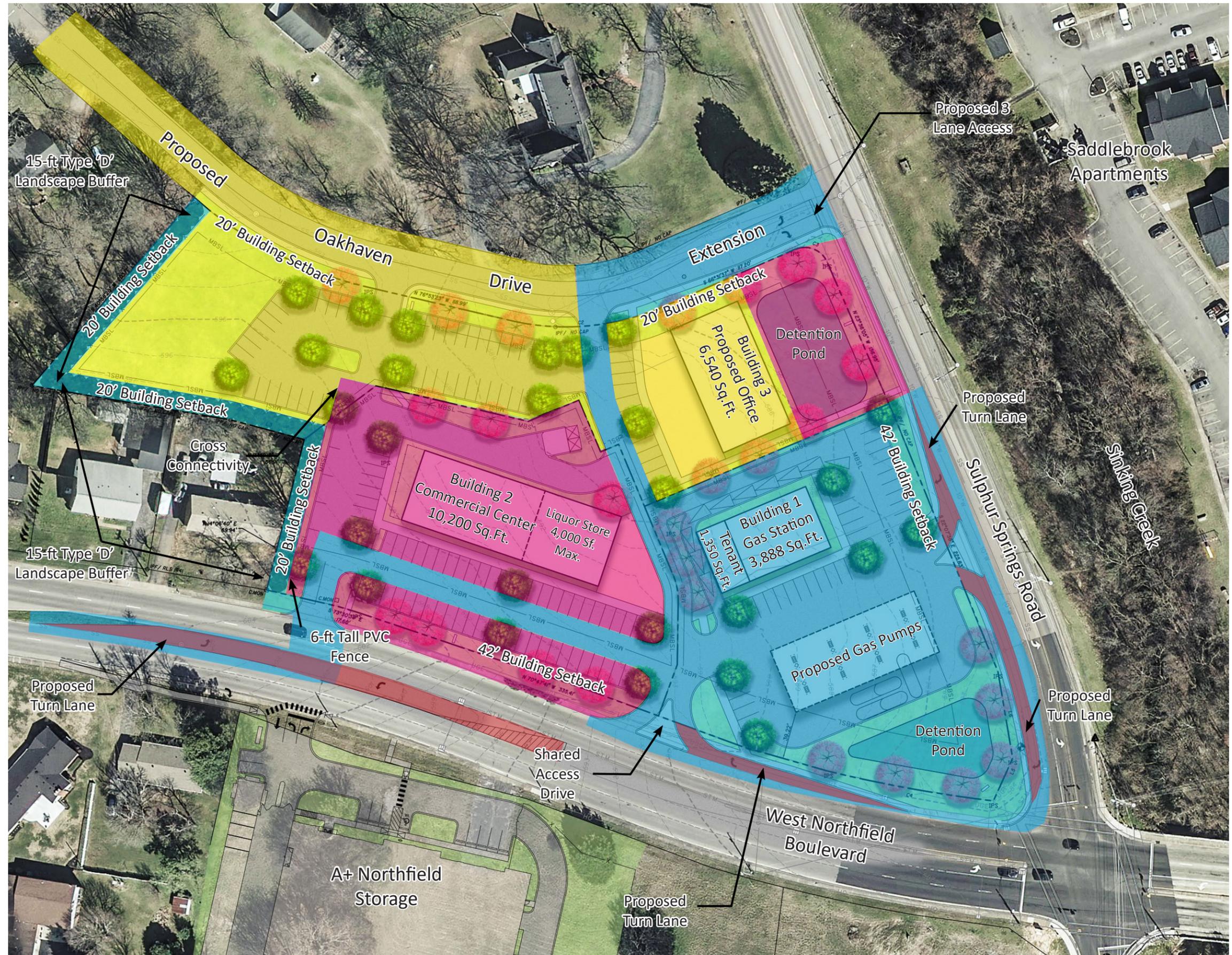
Allowable Use Diagram



PHASES	ACRES
PHASE 1	2.00
PHASE 2	1.31
PHASE 3	1.30
TOTAL	4.6

Conceptual Phasing Plan

- This project is anticipated to be built in 3 Phases.
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 encompasses the southwest lot containing Building 1 and the proposed gas pumps and canopy. The shared access drive along West Northfield Boulevard and the right-in/right-out along Sulphur Springs Road shall be included in Phase 1. Sulphur Springs Road shall be improved to include the dedicated right turn-lane at the intersection of West Northfield Boulevard.
- Phase 2 encompasses Building-2 (Commercial Center) and surrounding parking/drive aisle. The detention pond located at the intersection of Oakhaven Drive Extension and Sulphur Springs Road will also be included in Phase 2. The western entry/exit drive along West Northfield Boulevard shall be constructed with this phase as well, including the turn-lane improvements on West Northfield Boulevard.
- Phase 3 includes Building 3 (Office Building) and associated parking areas. This phase shall include the extension of Oakhaven Drive to Sulphur Springs Road.



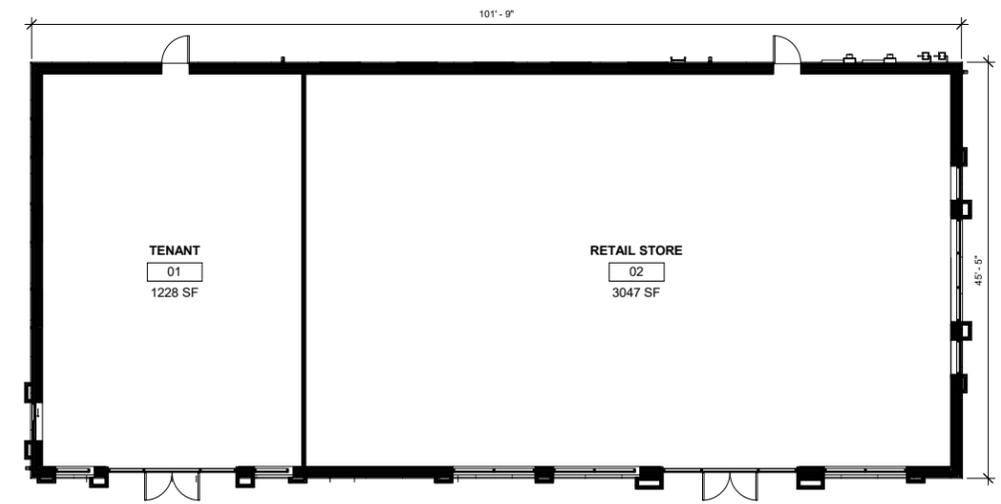
SEC, Inc.

SEC Project #20012 Murfreesboro, Tennessee





Building 1 - Conceptual Architecture



Building 1 - Gas Station with Retail - Floor Plan



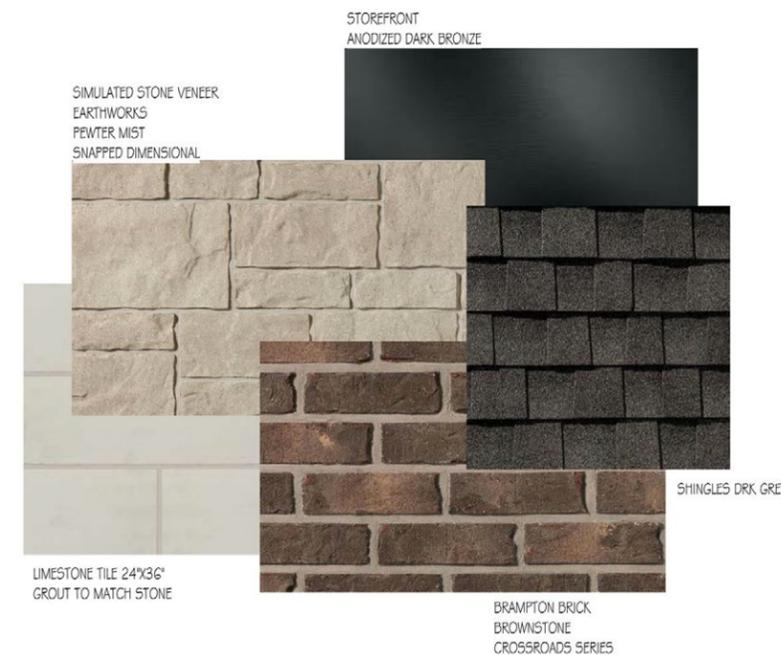
Building 1 - Conceptual Architecture



Gas Station Canopy - Perspective



Building 1 - Conceptual Architecture

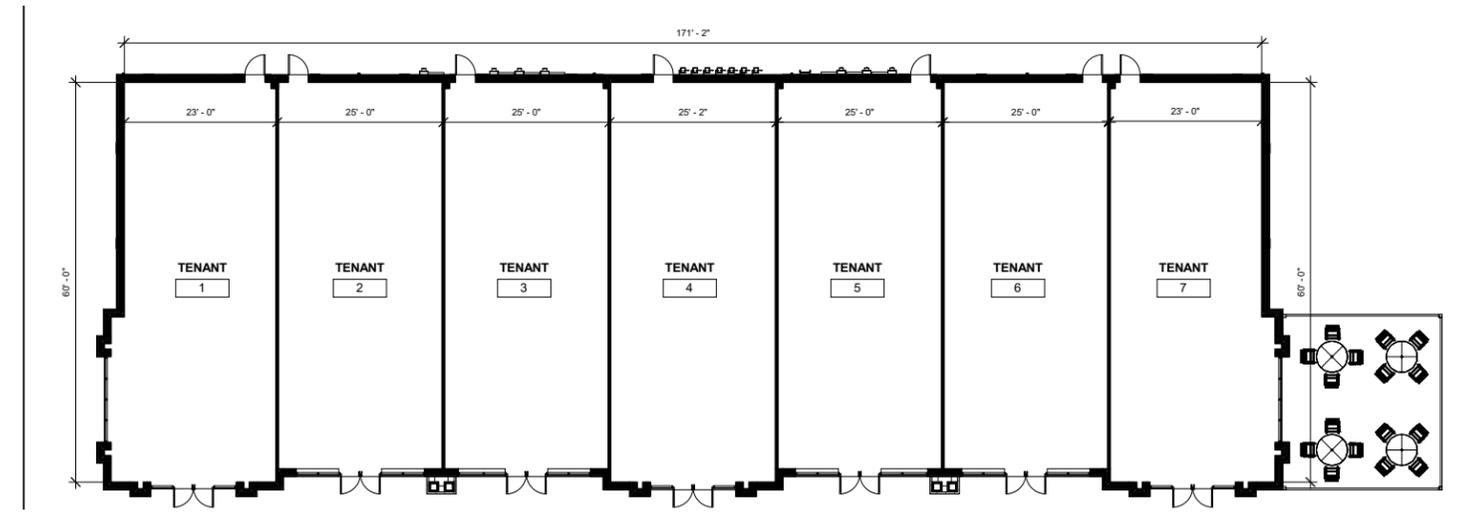


Architectural Characteristics:

- Gas station canopy colors and striping will meet GDO requirements. Striping shall not exceed 8-inches in height.
- The gas/convenience building shall comply with Murfreesboro Design Guideline standards.



Building 2 - Commercial Center



Building 2 - Commercial Center - Floor Plan



Building 2 - Commercial Center - Front Elevation (Facing West Northfield Boulevard)



Building 2 - Commercial Center - Rear Elevation



Building 2 - Commercial Center - East Elevation



Commercial Center - West Elevation

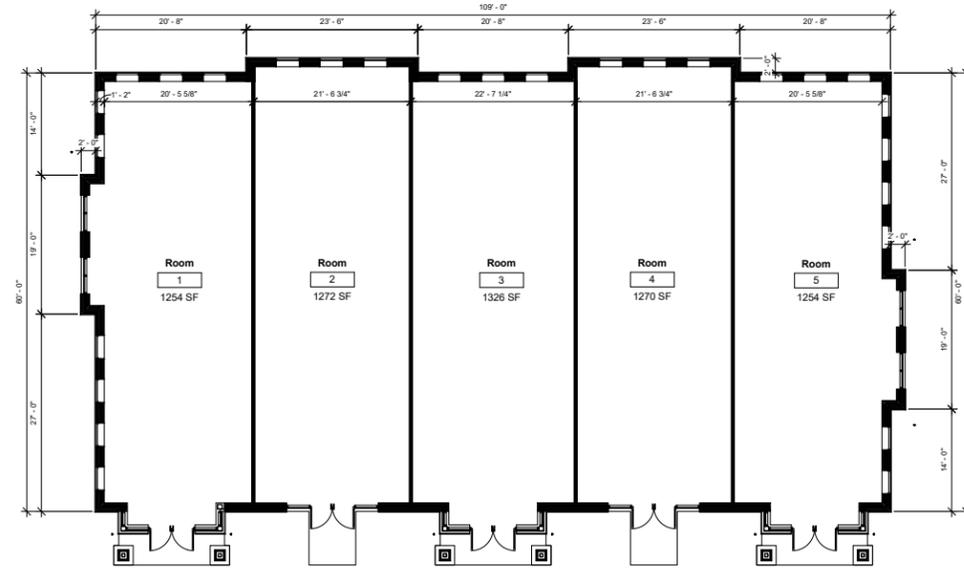
Building 2 Notes:

- 1) Liquor store floor plan shall not exceed 4,000 sf.
- 2) Only one (1) liquor store in the development.
- 3) Liquor store signage shall meet GDO-3 standards.





Building 3 - Office Building



Building 3 - Office Building - Floor Plan



Building 3 - Office Building - North Elevation



Building 3 - Office Building - South Elevation



Building 3 - Office Building - Front Elevation

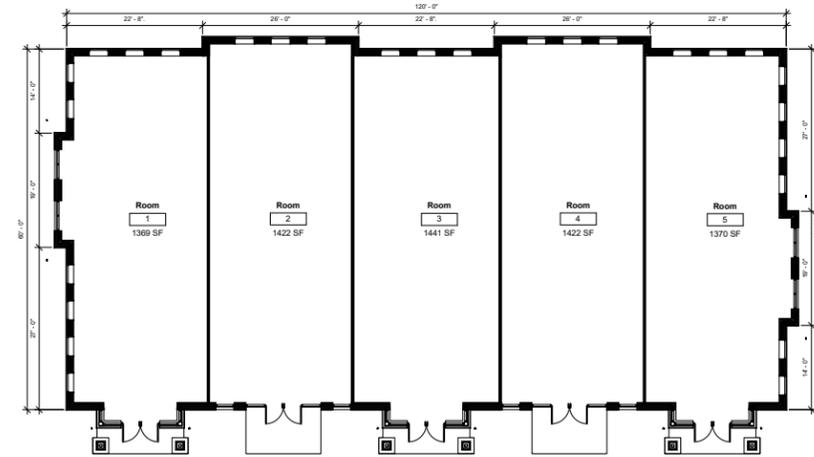


Building 3 - Office Building - Rear Elevation





Building 4 - Office Building



Building 4 - Office Building - Floor Plan



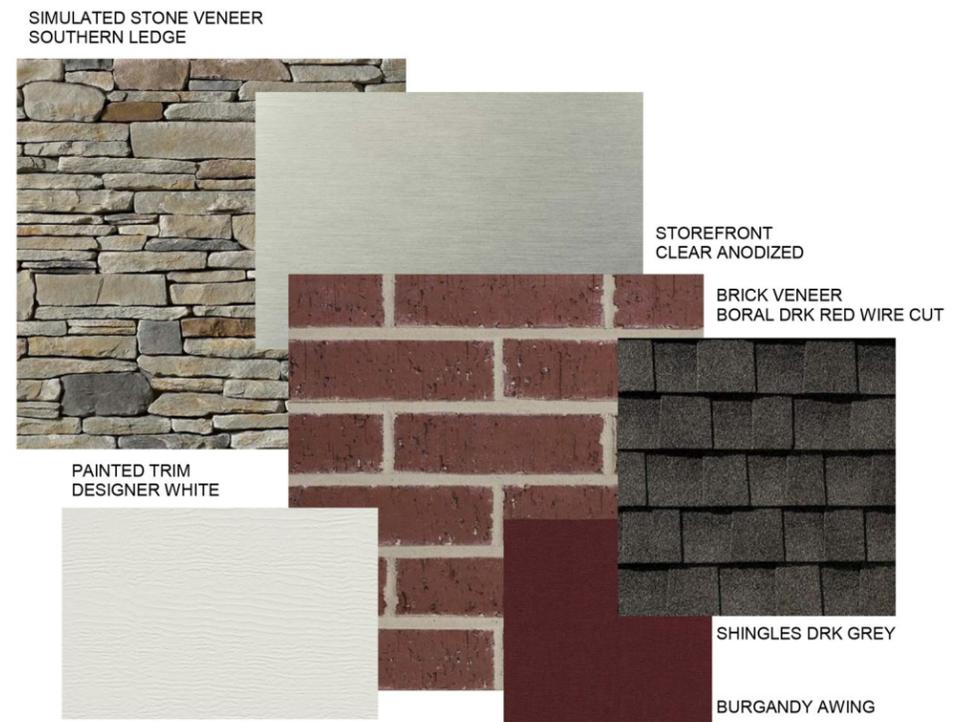
Building 4 - Office Building - South Elevation



Building 4 - Office Building - North Elevation



Building 4 - Office Building - Front Elevation



Building 4 - Office Building - Rear Elevation

Architectural Characteristics:

- Building heights shall not exceed 35-feet in height.
- All buildings shall be 1-story.
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques. The building foundations shall be accented with a 5' wide landscaping bed except where drive-through windows are provided.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building material.
- All buildings shall comply with Murfreesboro Design Guideline standards.

Building Materials Minimums:

Front Elevation: Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Rear Elevation: Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Side Elevations: Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)



Building Setbacks

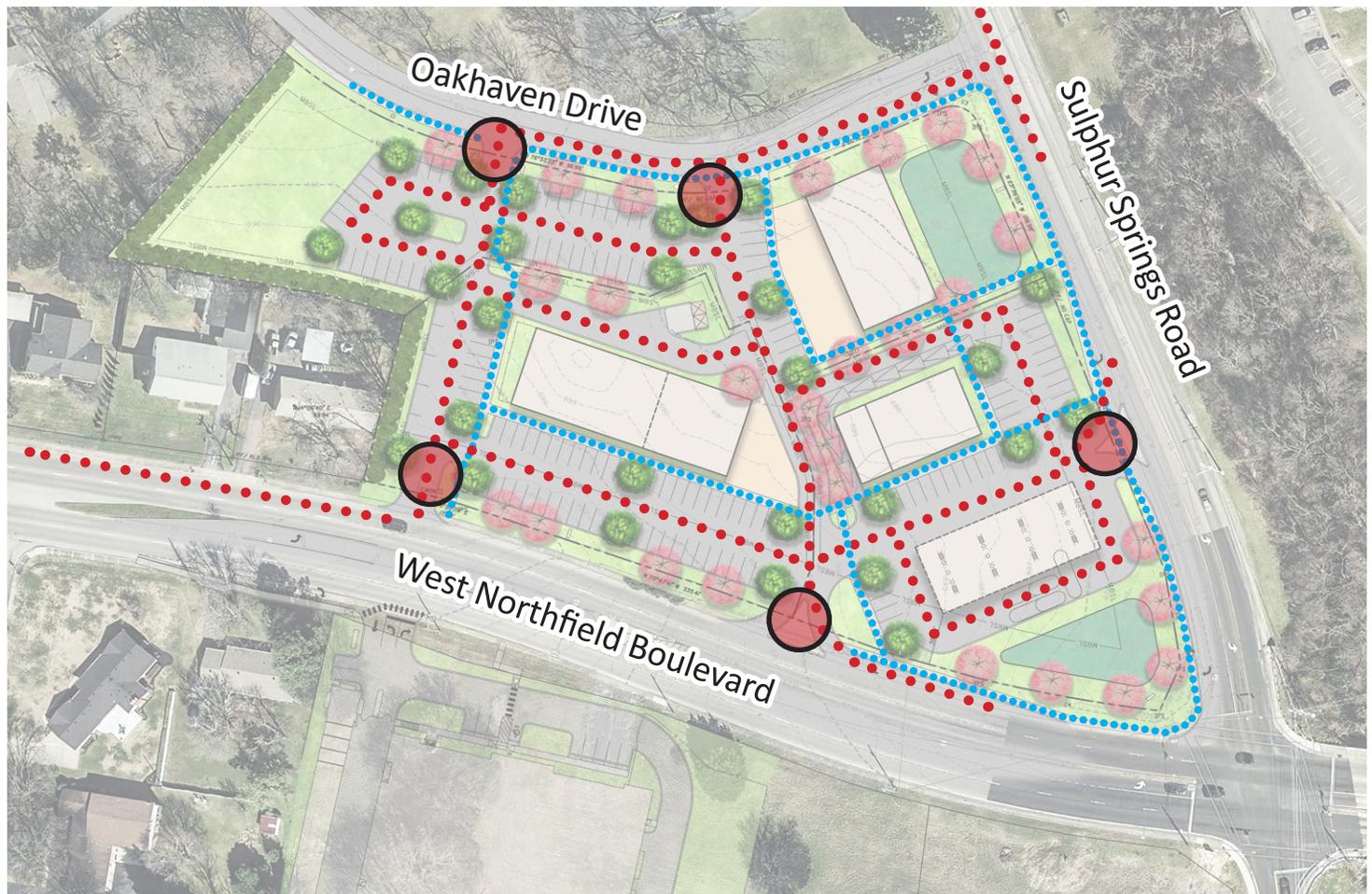
West Northfield Boulevard: 42-feet
Sulphur Springs Road: 42-feet
Oakhaven Drive Extension: 20-feet
Side Setbacks (External): 20-feet
Rear Setback (External): 20-feet
Internal Setbacks: 5-feet from lot lines.

Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. West Northfield Boulevard is the thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 5-lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

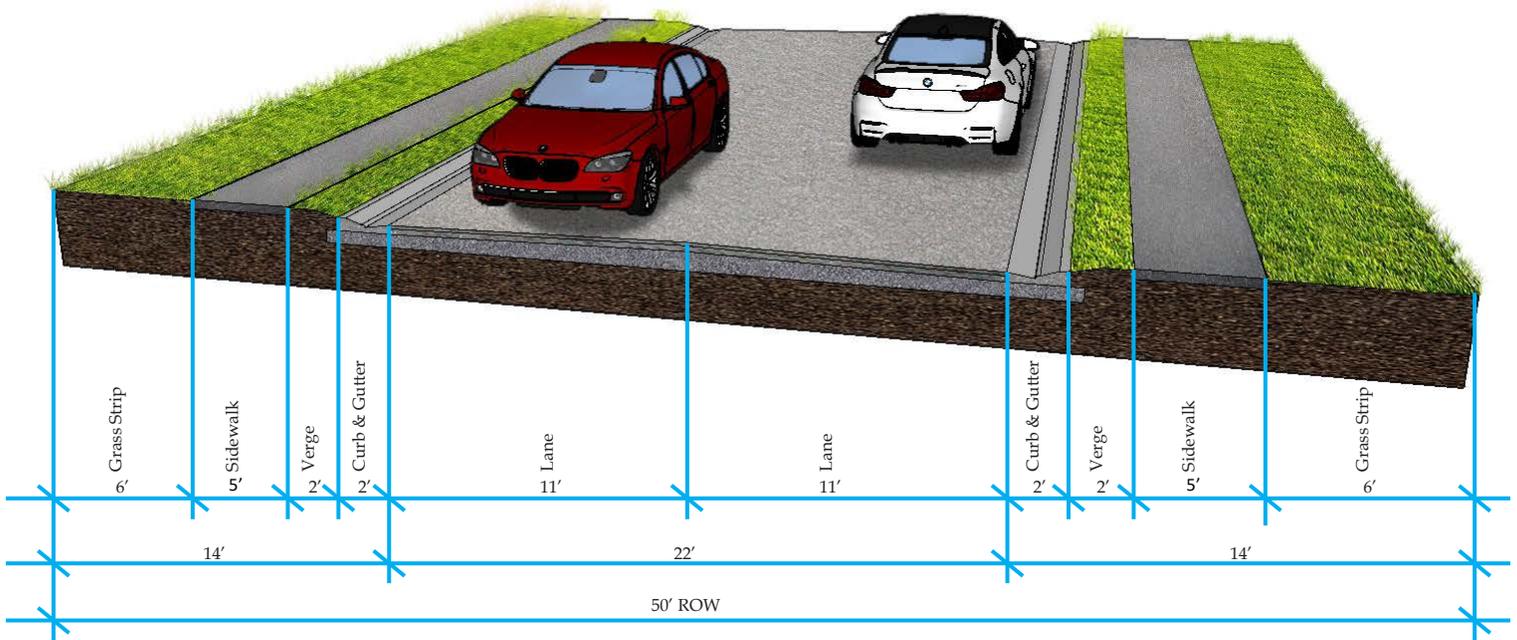
The primary means of ingress/egress from this site will be onto West Northfield Boulevard and Sulphur Springs Road. The proposed entrances incorporate either two travel lanes or a right-in/right-out for proper circulation into and out of the development. The master concept plan has included multiple points of ingress/egress from the development to promote connectivity to the surrounding areas. The illustration below shows the proposed locations of all points of ingress/egress for the development.

Oakhaven Drive shall be extended from Trinity Drive to Sulphur Springs Road, where a dedicated left and right turn lane shall be provided. It will continue as a local city street with a typical 50 foot R.O.W. cross-section and shall be built in accordance with Murfreesboro Street Design Standards. The Developer shall be responsible for adding speed cushions with the extension of Oakhaven Drive (Phase 3), contingent upon further review and approval of the City speed cushion program by the appropriate City officials.

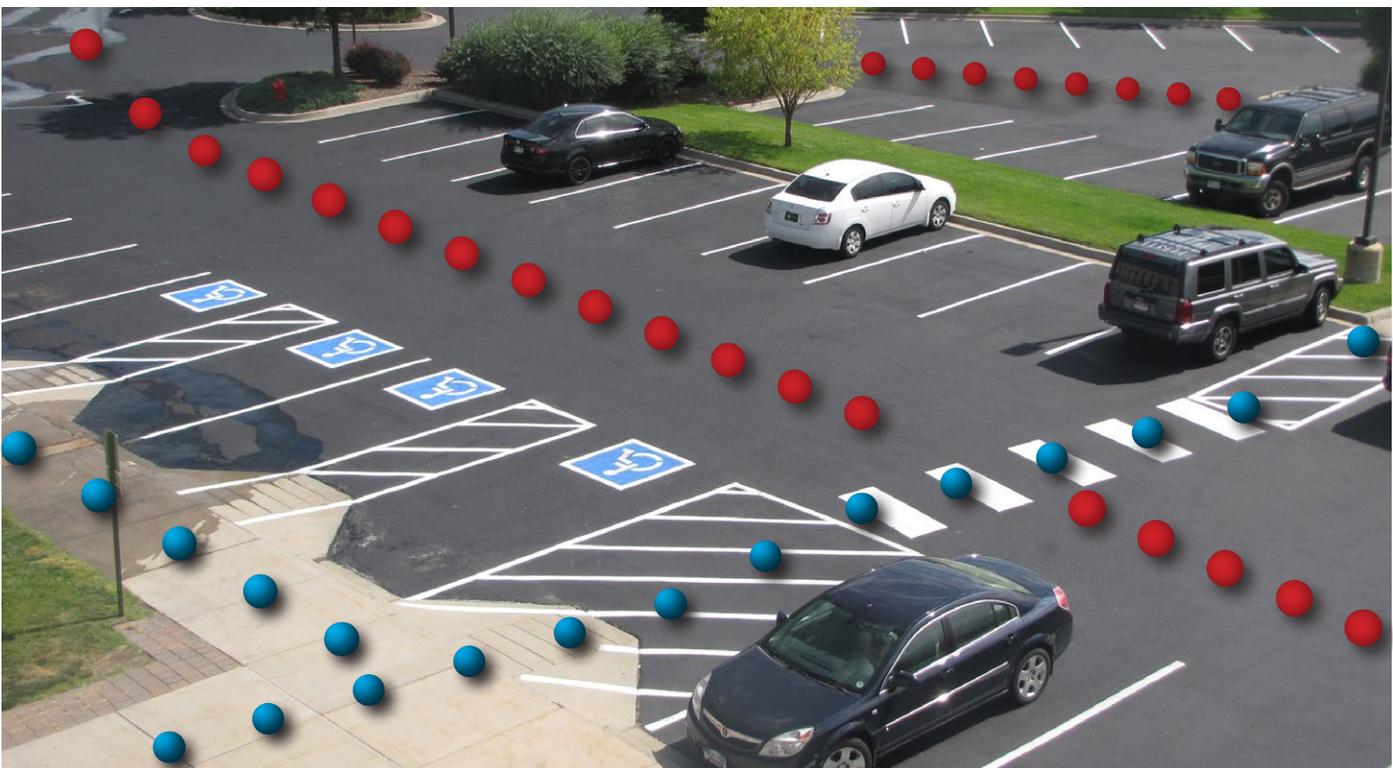
The proposed development will be providing roadway improvements along Sulphur Springs Road, and West Northfield Boulevard. The entrance from Sulphur Springs Road and the eastern entrance from West Northfield Boulevard, shall incorporate a right-in/right-out entrance/exit. West Northfield Boulevard shall be improved to incorporate a dedicated left turn lane into the development at the western entrance. Sulphur Springs Road shall be improved to provide a dedicated right turn lane onto West Northfield Boulevard.



-  Ingress/Egress
-  Pedestrian/B Circulation
-  Vehicular Circulation



Oakhaven Drive Extension Typical R.O.W. Section (roadway will widen at Sulphur Springs intersection to 3-lanes to provide for dedicated left-hand turn lane onto Sulphur Springs Road.



In areas where pedestrian and vehicular traffic conflict, cross-walks shall be provided as seen above. The pedestrian circulation within the site will be connected to the existing sidewalks along Sulphur Spring Road and West Northfield Boulevard. The sidewalks will also connect to the Oakhaven Drive ROW upon its completion in Phase 3.



15-ft Type 'D' Landscape Buffer
With 6' Tall PVC Fence



not to scale

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) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii x plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radicans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



(H)



(I)



(J)

LANDSCAPE BUFFER: EVERGREEN TREES AND SHRUBS



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for partons of the proposed development and surrounding residents, while mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- A Type 'D' Option 2 Landscape Buffer with a 6' tall opaque PVC privacy fence, and a single row of 6 ft tall evergreen trees planted 10 ft on center shall be installed along the western boundaries with residential lots. The portion of this buffer on Lot 2, shall be installed with Phase 1.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- Solid waste enclosures will be screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings will have at least 5-foot-wide landscape strip unless abutting a required landscape buffer or drive-through window.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Detention ponds and other stormwater facilities shall follow beautification standards per City of Murfreesboro landscaping ordinance.
- All common open space and landscape areas on the site shall be owned and maintained by the owners of each lot, or via a common commercial owners association for the development.

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 Pages 4-9 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 9 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portions of the property is subject to floodplains or floodways, and the site ultimately drains to Sinking Creek.

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 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 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 Concept Plan on Page 12 and Development Standards are shown on Page 13.

5.) a circulation diagram indicating the proposed principal movement of vehicles, bicycles, goods, and pedestrians within the development to and from existing thoroughfares;

Response: Pages 20 and 21 shows the proposed principal movement of pedestrians and vehicles through the site.

6.) 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;

(bb) the order in which the phases of the project will be built; and,

(cc) the minimum area and the approximate location of common space and public improvements that will be required at each phase.

Response: The project is anticipated to be developed in three phases. Development is anticipated to begin within 180 days of rezoning approval. Page 14 contains the conceptual phasing plan along with a description of each of the phases.

7.) A written statement generally describing the relationship of the 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 2035 Murfreesboro Land Use Plan proposes this area as Suburban Residential Character (SR). This character classification includes larger estate lots or clusters of homes around common open space. The proposed land use, (PCD), differs from the Land Use Plan recommendations. However, the proposed plan complements the existing PCD of Northfield Storage and shall provide a mix of commercial retail and offices to serve the neighboring communities. This development will also extend Oakhaven Drive to Sulphur Springs road, significantly increasing the overall connectivity of the area.

8.) 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 PCD.

SETBACKS	CH	PCD - EXTERNAL	DIFFERENCE	PCD - INTERNAL	DIFFERENCE
West Northfield Setback	42.0'	42.0'	0.0'	NA	NA
Sulphur Spings Setback	42.0'	42.0'	0.0'	NA	NA
Oakhaven Setback	42.0'	20.0'	-22.0'	NA	NA
Side Setback	10.0'	20.0'	10.0'	5.0'	NA
Rear Setback	20.0'	20.0'	0.0'	5.0'	NA
Minimum Lot Size	N/A	N/A	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A	N/A	N/A

Response: Besides the exceptions listed in the chart on the previous page, the applicant is requesting the following exception with this PCD.

1) The request is for required perimeter landscape planting materials associated with internal property lines, that are located in the middle of a private drive isles, shall be allowed to be planted in landscape islands/areas adjacent to the drive isle containing the internal property line. If there is not enough space in the immediate vicinity of that drive isle, surplus landscape materials associated with that property line shall be planted in other planting areas of that parcel.

9.) 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 PCD.

TOTAL SITE AREA	200,874 s.f.
TOTAL MAXIMUM FLOOR AREA	25,978 s.f.
TOTAL LOT AREA	200,874 s.f.
TOTAL BUILDING COVERAGE	25,978 s.f.
TOTAL DRIVE/ PARKING AREA	87,369 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	113,505 s.f.
TOTAL OPEN SPACE	87,419 s.f.
FLOOR AREA RATIO (F.A.R.)	0.14
LIVABILITY SPACE RATIO (L.S.R.)	0.44
OPEN SPACE RATIO (O.S.R.)	0.87

10.) 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: See pages 7 and 9. No portion of this site was found to be in a special flood hazard area as per FEMA Flood Panel #47149C0145H eff. 1/5/2007 and FEMA Flood Panel #47149C0260H eff. 1/5/2007.

11.) 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: The proposed development does not immediately effect a road recognized by the Murfreesboro Major Thoroughfare Plan that is recommended for improvements.

12.) 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

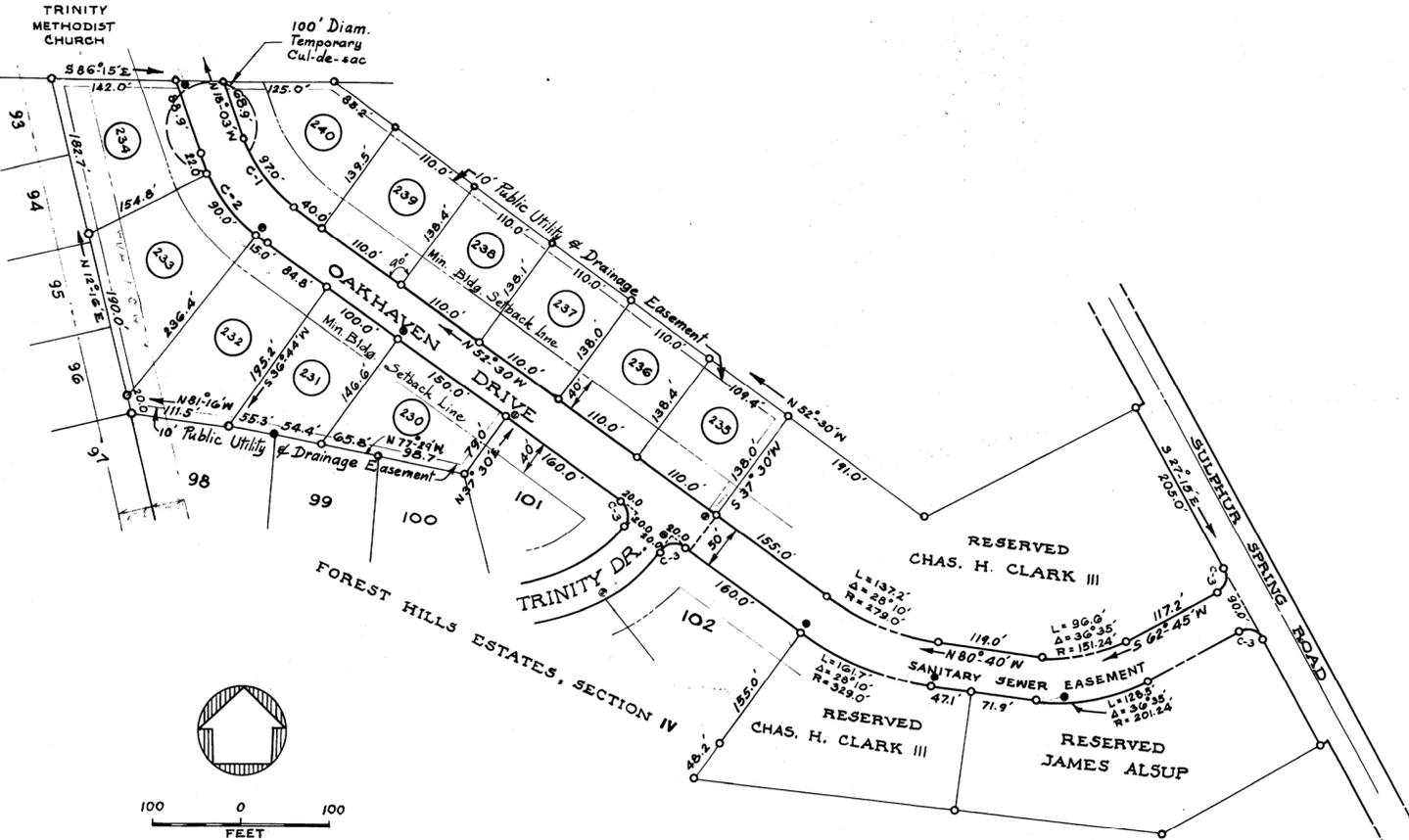
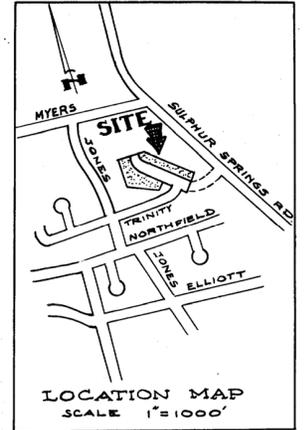
Response: See back side of cover sheet for applicant and involved parties.

13.) 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. And an exterior lighting plan.

Response: Architectural renderings, plans, and perspectives are provided on pages 15-19. With a written description on page 19. A lighting plan shall be submitted at the site plan lever.

14.) The application shall include a description of proposed signage for the development including calculations of square footage and height. 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 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: Monument signage description can be found on page 13 along with a sample image. Signage will be classified as monument signs and restricted to 40 face feet of signage per sign as per the Murfreesboro sign ordinance. All signs shall be constructed of masonry material and anchored with landscaping. Liquor store signage will comply with GDO-3 standards.



100 0 100
FEET

o STEEL PIN
ALL BEARING ARE MAGNETIC

11 LOTS - 5.5 ACRES

No.	Δ	R	D	L	T
1	34°-27'	161.26'	35.5301°	97.0'	50.0'
2	34°-27'	211.26'	27.1210°	127.0'	65.5'
3	90°-00'	20.0'	286.46°	31.4'	20.0'

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 6 PAGE NO. 12 AND THAT THEY WERE RECEIVED BY ME ON 8-29-74 AT 3:05 O'CLOCK P.M. AND ENTERED IN NOTE BOOK PAGE 127
BY *[Signature]* HOMER JONES, Registrar
CIVIL ENGINEER
201 BOX 701
MURFREESBORO, TENN. DEP. REG.

RECORDING FEE 10.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 10.00
RECEIPT NO. 1546

Source of Title:
Deed Book 129, page 422

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

July 8, 1974 Date
W. C. Miller OWNER
Charles H. Clark OWNER

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is true and correct survey to the accuracy required by the Tennessee Planning Commission and that the monuments have been placed as shown hereon, to the specifications of the County Road Commissioner or the City Engineer.

June 26, 1974 Date
W. C. Miller REGISTERED ENGINEER OR SURVEYOR

CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES

I hereby certify: (1) That streets, utilities, power pole locations and other improvements have been installed in an acceptable manner and according to city (county) specifications in the subdivision entitled:

FOREST HILLS ESTATES, SECTION 8
or (2) that a security bond in the amount of \$ _____ has been posted with the planning commission to assure completion of all required improvements in case of default.
Aug 29, 1974 Date
E. C. Fisher CITY MANAGER

Date _____ 19 _____
Rutherford County Road Engineer or other Approving Agent

CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS

I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation in the subdivision plat entitled:

FOREST HILLS ESTATES, SECTION 8
fully meet the requirements of the Tennessee State Health Department, and Murfreesboro Water and Sewer Department, and are hereby approved as shown.

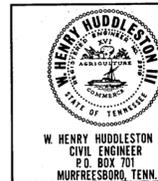
Aug 29, 1974 Date
Rutherford County Health Officer or his Authorized Representative

Water and Sewer Department Official

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Tennessee with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Registrar.

8-29-74 Date
William H. Myers CHAIRMAN, PLANNING COMMISSION
Aug 29, 1974 Date
William D. Welch SEC. PLANN. COMM.



SECTION 8
FOREST HILLS ESTATES

MURFREESBORO, TENNESSEE

DATE JUNE 1974 SCALE 1" = 100' SHEET OF

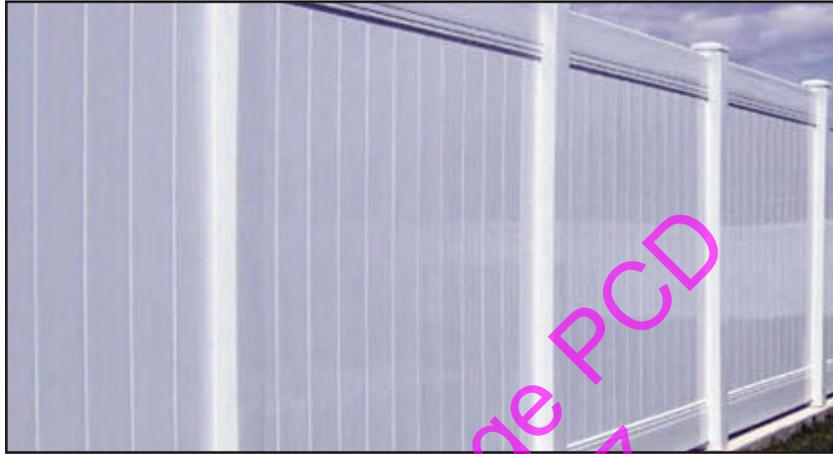
LOT 2 ALLOWABLE USES:

OTHER HOUSING

- Day-Care Center
- Museum
- Philanthropic Institution
- Public Building

TRANSPORTATION AND PUBLIC UTILITIES

- Post Office or Postal Facility

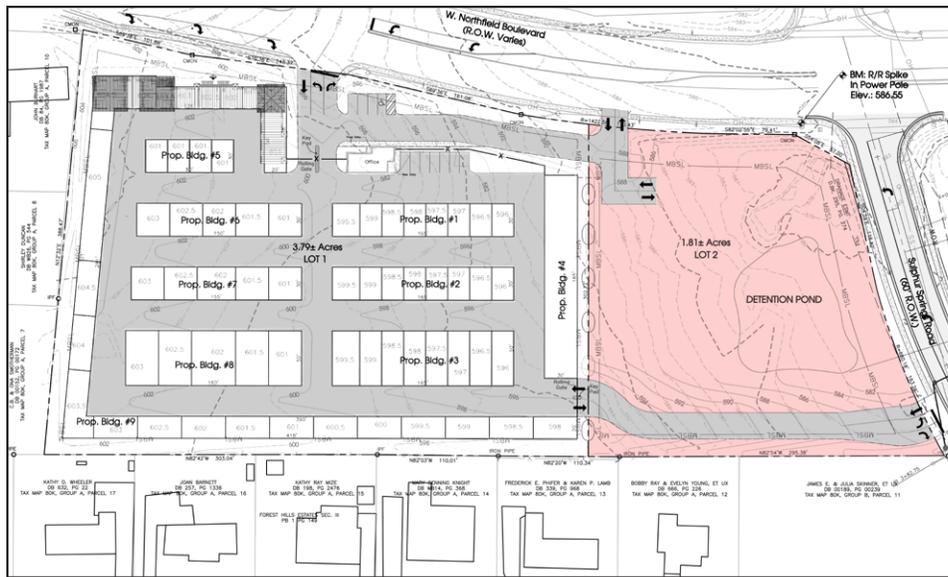


PVC BUFFER FENCE - 6 FEET IN HEIGHT

COMMERCIAL

- | | |
|---|---|
| <ul style="list-style-type: none"> • Amusements • Antique Shop <3,000 SF • Apothecaries (pharmaceutical only) • Art or Photo Studio or Gallery • Retail Bakery • Bank Branch Office • Bank, Drive-Up Electronic Teller • Bank, Main Office • Barber or Beauty Shop • Book or Card Shop • Business and Communication Service • Catering Establishment • Clothing Store • Convenience Sales and Service, max. 5,000 sf floor area (no fuel pumps) • Delicatessen • Doughnut Shop • Dry Cleaning • Dry Cleaning Pick-up Station | <ul style="list-style-type: none"> • Financial Service • Flower or Plan Store • Garden and Lawn Supplies (no outdoor storage) • Glass-Stained and Leaded • Ice Cream Shop • Interior Decorator • Karate Instruction • Locksmith • Music or Dancing Academy • Offices • Optical Dispensaries • Personal Service Establishment • Pet Shop • Pharmacies • Photo Finishing • Reducing and Weight Control Service • Restaurant and Carry-out Restaurant • Retail Shop, other than enumerated elsewhere |
|---|---|

** No establishments where on-premise consumption of intoxicating beverages is primary activity. Additional Notes: There shall be no auto sales and/or service. There shall be no amplified outdoor music.*



SITE PLAN - LOT 2



While the immediate use of Lot 2 is unknown at this time, the allowable uses for commercial zoning are outlined on page 22. Therefore, additional standards for those anticipated uses have been outlined here below. The allowable uses listed were taken from the allowable uses for Commercial Fringe (CF) District, which is intended to allow low impact commercial uses in relative close proximity to residential to provide commercial retail uses and personal services for a relatively small area.

Lot 2 - Minimum Site Characteristics:

- Building heights shall not exceed 35 feet in height.
- All parking will be located at least 5 feet from property lines (side, rear, and R.O.W.).
- All parking areas to be screened from public right-of-way by landscaping.
- Any solid waste enclosures will be constructed of materials consistent with building architecture and be at least 8 feet tall with opaque gates.
- Type 'C' buffer accompanied by a 6 foot tall opaque pvc fence to be constructed along the Lot 2 portion of the southern property line to screen the rear yards of neighbor's lots from the site's parking lot and shared access drive.
- Buildings will have a strong base established with use of landscaping.
- Monument signage located at entrances along roadways to have materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. hvac and transformers) to be screened.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution.
- Parking will comply with Murfreesboro's zoning ordinance for uses that comply with Commercial Fringe (CF) District and those outlined on page 22.
- All parking will have curbing.
- Construction of Lot 2 will begin once an end-user has chosen the site and receives site plan approval from the planning commission.
- All buildings on Lot 2 will have materials & architecture consistent with Lot 1 to create an overall theme of the development.

Minimum Building Setbacks - Lot 2:

- Front: 30-foot
- Side: 10-foot
- Rear: 20-foot



CONCEPTUAL LANDSCAPE PLAN

FRONTAGE LANDSCAPE: DECIDUOUS TREES



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* '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) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii* x *plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

FRONTAGE LANDSCAPE: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

FRONTAGE LANDSCAPE: GROUNDCOVER



(G)



(H)



(I)



(J)

TYPE 'C' LANDSCAPE BUFFER: EVERGREEN TREES



(K)



(L)



(M)

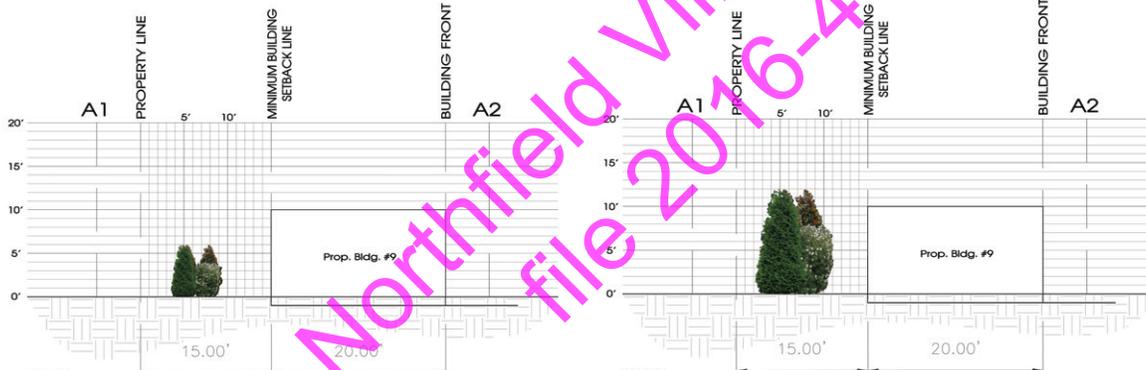
TYPE 'C' LANDSCAPE BUFFER: EVERGREEN SHRUBS



(N)



(O)



NOTES:

- The space between 'property line' and minimum building setback line may have varying elevation change not graphically demonstrated.
- Vegetation is shown at initial planting height.

INITIAL PLANTING HEIGHT

NOTES:

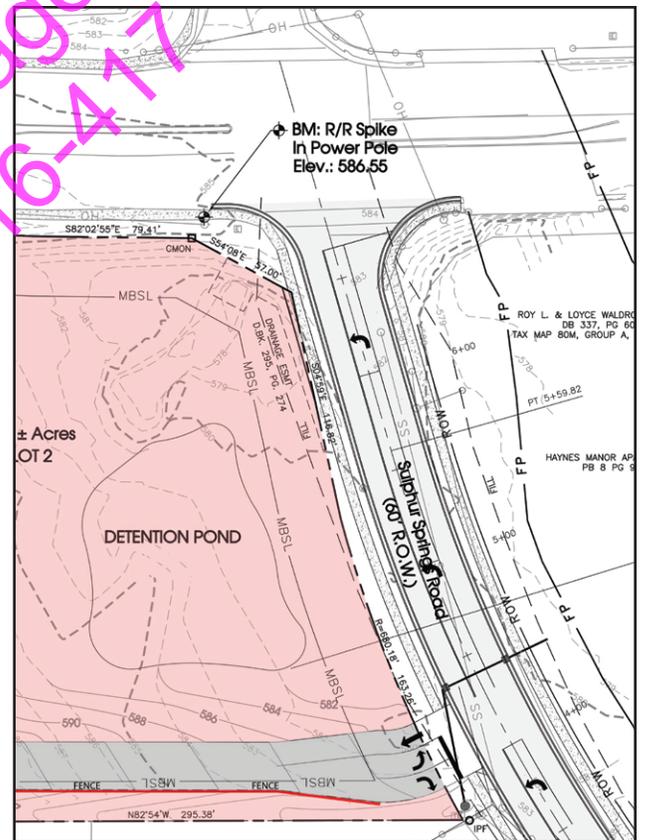
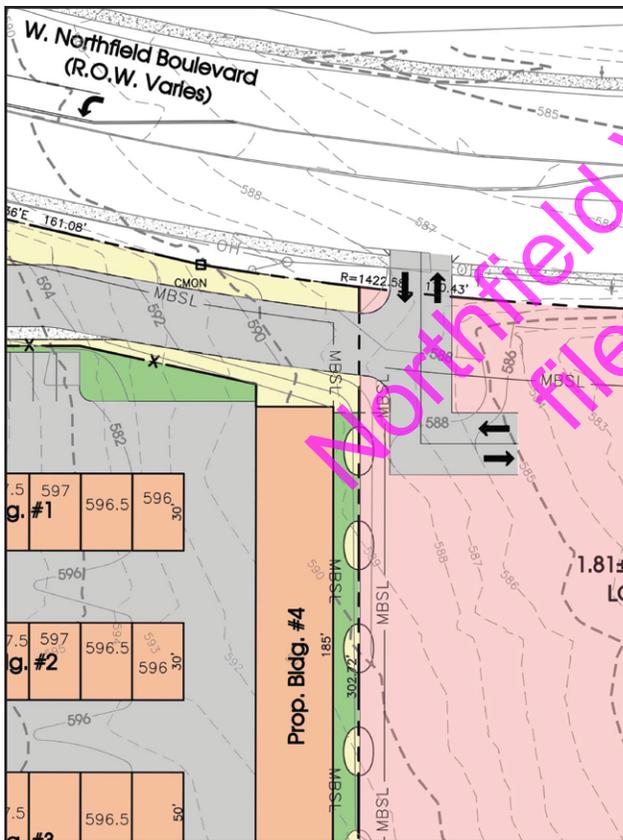
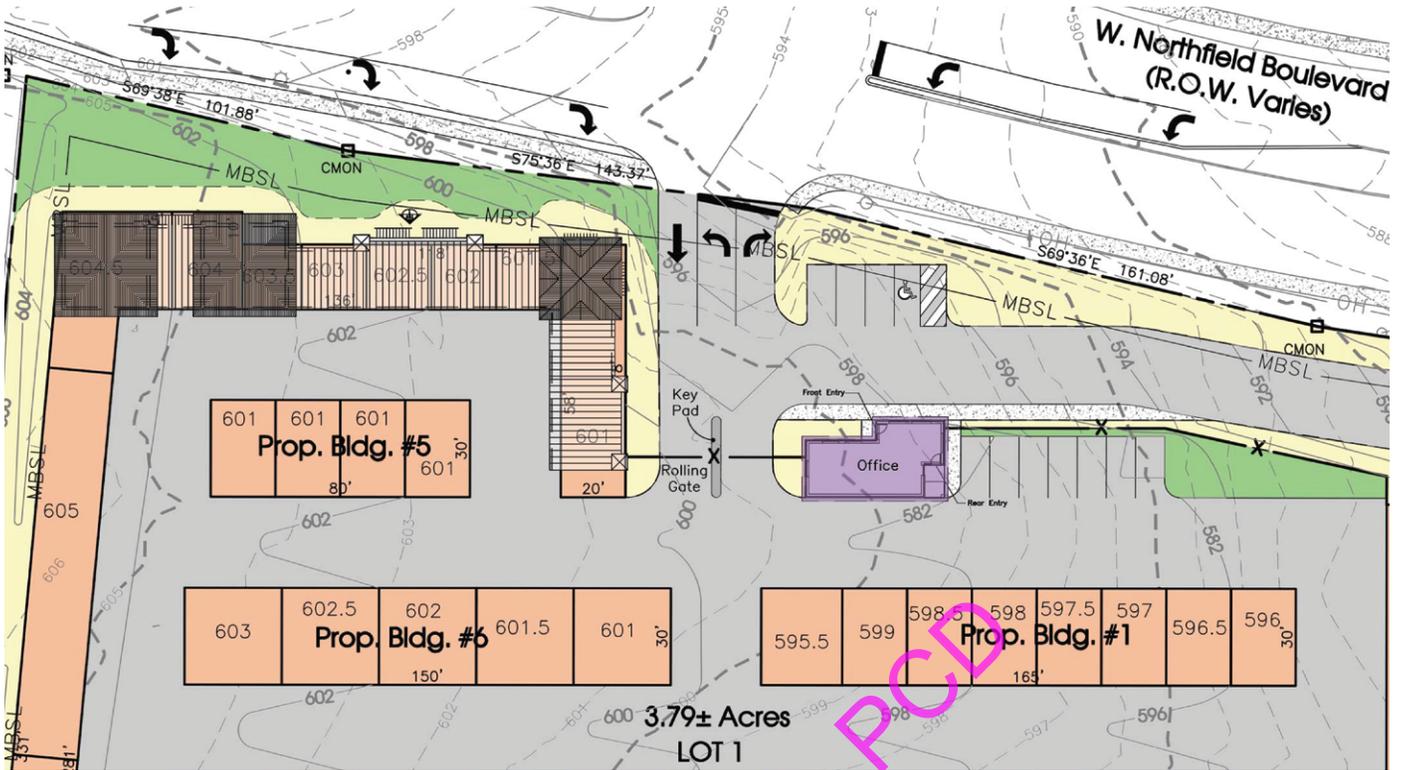
- The space between 'property line' and minimum building setback line may have varying elevation change not graphically demonstrated.
- Vegetation is shown at average height for 10 years.

10-YEAR PLANTING HEIGHT

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 5 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- West and south perimeter of lot 1 will have a Type 'c' landscape buffer planted.
- The southern property line of lot 2 will have a Type 'c' landscape buffer planted including a solid opaque pvc fence (minimum 6-foot tall) to provide screening for the adjacent neighbors properties.
- The buffer fence will be located on the parking lot side with the landscape buffer materials between the fence and adjacent property.
- All mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosure screened with masonry wall and landscaping.
- Base of buildings will have at least 3 foot landscape strip.
- Monument signage will be supplemented with landscaping.
- Landscaping will be in conformance with City of Murfreesboro's landscaping ordinance.
- All landscape areas to have fully automatic irrigation system.



INGRESS/ EGRESS PLANS

-  NOT TO SCALE
-  PROPOSED STORAGE UNIT
-  OFFICE
-  PAVEMENT
-  PLANT BED
-  LAWN
-  LOT 2
-  FENCE

Northfield Village PC file 2016-417

Pursuant to the Murfreesboro major thoroughfare plan, Sulphur Springs Road and West Northfield Boulevard are not planned to be upgraded. As per this rezoning request, the plan proposes that additional improvements be made to the roadways around the perimeter of the site. The PCD proposes improvements to both Sulphur Springs Road and West Northfield Boulevard.

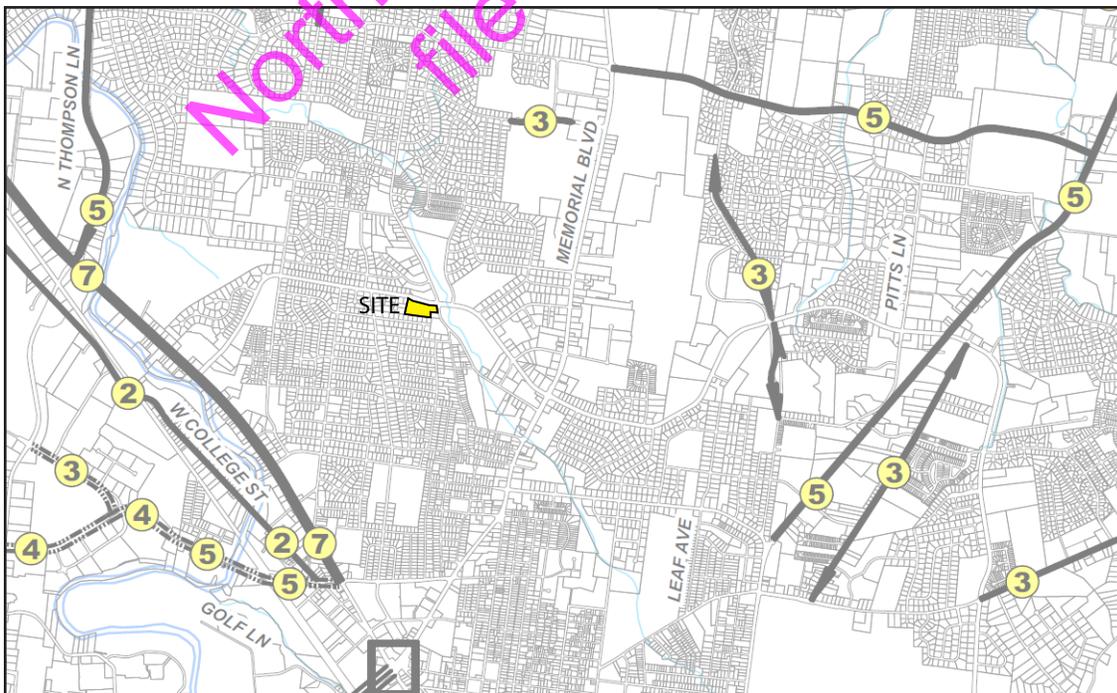
The Sulphur Springs improvements call for adding additional pavement for a dedicated left hand turn lane to W. Northfield Boulevard. Along with a dedicated left hand turn lane into the site at the shared access drive along the south property line on Lot 2.

Proposed improvements to West Northfield Boulevard include adding a dedicated left hand turn lane from west-bound-lanes into the mini-storage site. Along with a dedicated right hand turn lane off of the east-bound travel lanes on W. Northfield Boulevard into the mini-storage site. A second shared entrance off of the eastbound lanes along W. Northfield Boulevard will be provided for shared ingress/egress from Lot 2.

On-site turning movements have been planned to provide maximum stacking distances and the optimal design to minimize impact to the city's rights-of-way.

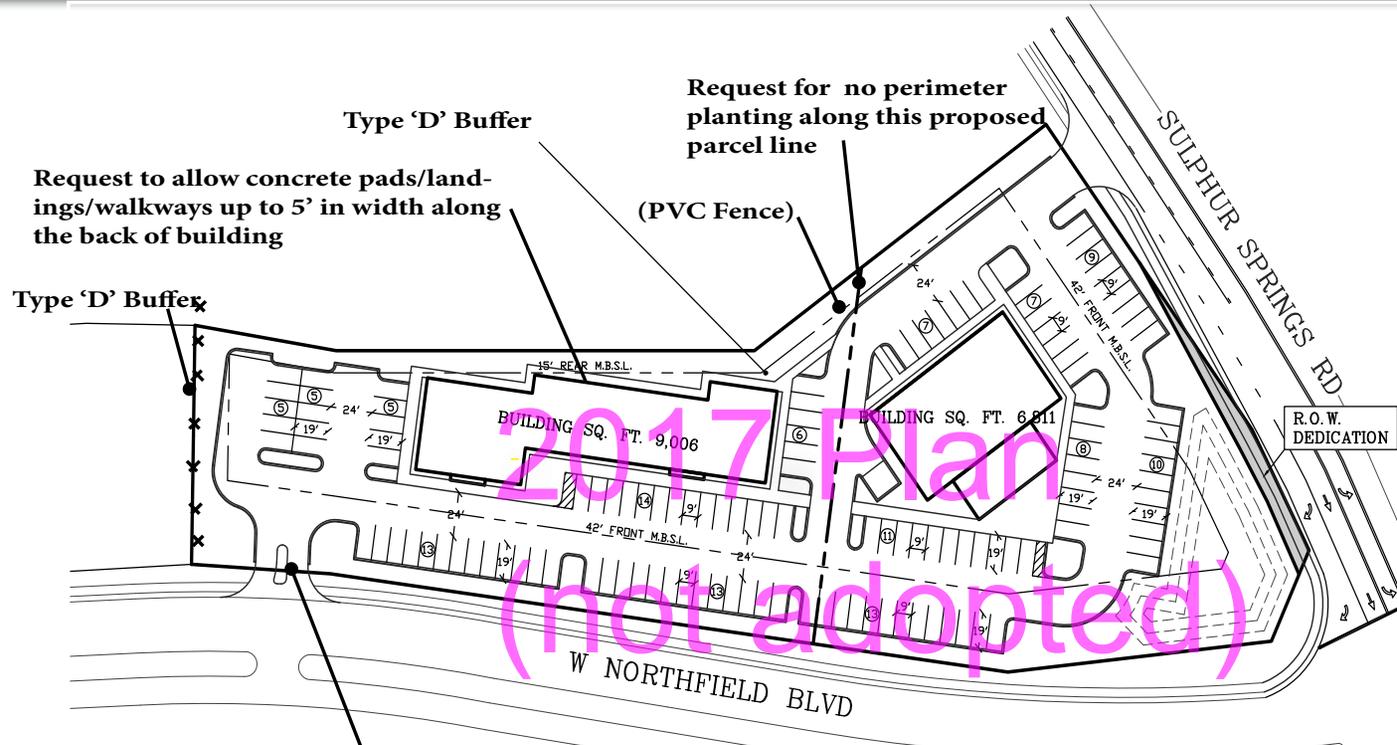
All on-site drive lanes and parking spaces will be designed to comply with the City of Murfreesboro's zoning ordinance, dimensionally and quantities.

All vehicular areas will be surfaced with asphalt pavement or concrete pavement and will be determined at construction plan phase.



THOROUGHFARE PLAN

Concept Master Plan



No left hand turn out, right out only

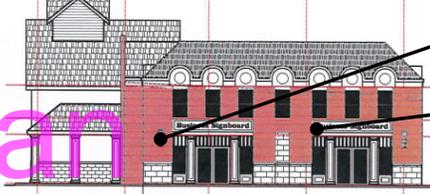
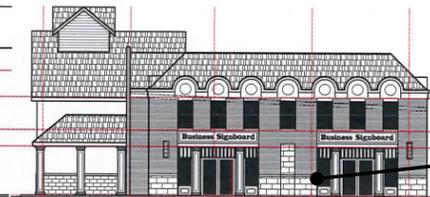
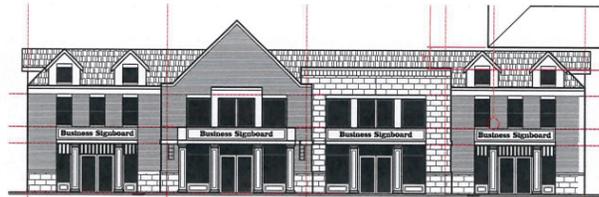
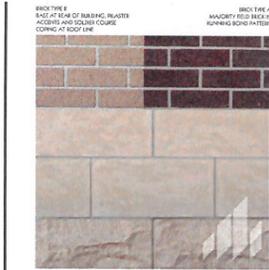
OFF STREET PARKING

Building Schedule	Parking Requirement	Space Required	Space Provided
Bldg. #1 9,006	1 space/250 S.F.	36	54
Bldg. #2 6,951	1 space/100 S.F.	69	69

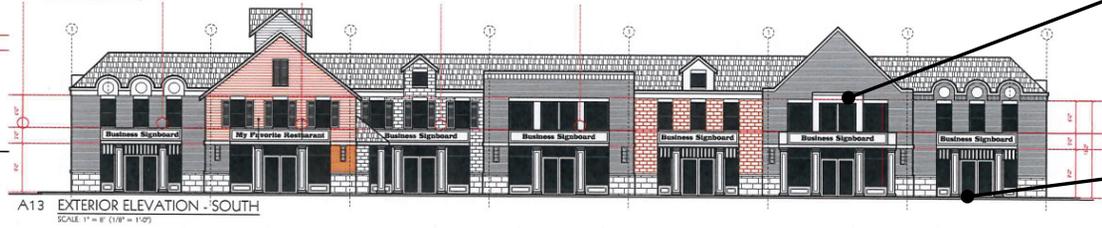
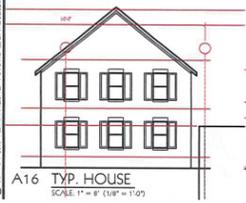
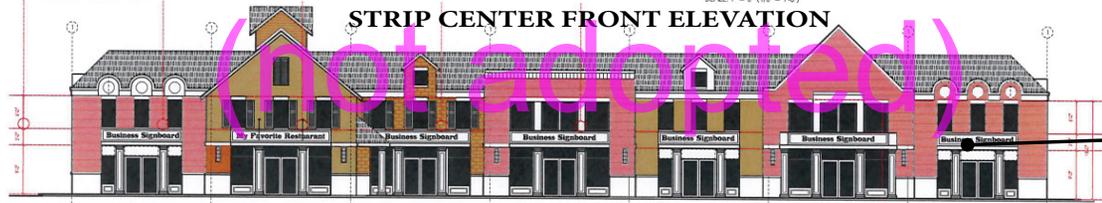
The subject property had the above conceptual master plan developed to illustrate the development potential of the property. The plan shows two distinct commercial buildings with a maximum development of potential of approximately 16,000 sq.ft. with a parking capacity of approximately 114 spaces. As noted in the master plan the entrance off of West North Northfield Boulevard will be aligned with a new median cut that will serve a new storage building across the street by the subject property. It was also determined that the developer will be limited to the above mentioned building square footage and parking capacity although the development can be laid out differently from the conceptual master plan.

Architectural Character

CORNER BUILDING - FRONT AND SIDE ELEVATION



STRIP CENTER FRONT ELEVATION



Store Front Glass

Metal Awning

Signage

Note: Building have a two story appearance but will only be one story with a max height of 35'

Masonry Products

Varied Roof Lines

Defined Base

A4.20

The proposed building will be designed to have a scale that is fitting as a transition into a residential area from the commercial development to the east along West Northfield Boulevard. The "in and out" articulation of the front facades adds visual interest and reduces the overall scale of the buildings. The unguating roof lines provide visual interest and reduce the scale of the buildings. The materials are designed to provide the buildings with defined bases and strong curb appeal. The building materials will be a combination of brick, stone, glass and metal.

Commercial Center Permitted Uses

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT

Permitted Use List:

Restaurant
Adult Day Care Center
Adult Day Care Home
Animal Grooming Facility
Art and Photo Gallery
Animal Grooming Facility
Bakery
Bank Branch Office
Bank, Drive-Up Electronic Teller
Bank Main Office
Barber Shop
Book Shop
Business and Communication Services
Catering Establishment
Clothing Store
Delicatessen
Dry Cleaning
Dry Cleaning Pick-Up Station
Financial Services (no cash advance)
Flower Shop
Garden and Lawn Supplies (no outdoor storage)
Health Club
Glass-Stained and Leaded
Karate Instruction
Interior Design
Specialty Shop
Neighborhood Shopping Center
Pharmacy
Offices
Optical Dispensaries
Personal Services Establishment
Medical Laboratories
Music and Dance Academy
Veterinary Clinic
Video Rental
Carry-out restaurant
Specialty-Limited Restaurant
Pet Shop
Photo Finishing
Veterinary Office
Reducing and Weight Control Service
Convenient Store w/o gas sales

Prohibited Use List:

Fraternity/Sorority
Family Crisis Center
Family Violence Shelter
Airport/Heliport
Cemetery
Pet Cemetery
Amusements, Commercial Outdoor Motorized
Amusements, Commercial Outdoor Motorized Except Carnivals
Drive-in-Theater
Fireworks Retailer
Kennels
Livestock Auction
Lumber, Building Material
Pawn Shop
Pet Funeral Home
Salvage and Surplus Merchandise
Tattoo Parlor
Tavern (however, restaurants serving alcoholic beverages shall be permitted)
Taxidermy Studio
Tobacco and E-Cigarettes or Vaporized Sales
Adult Cabaret
Adult Entertainment
Adult Motel
Adult-only Bookstore
Adult-only Motion Pictures Theater
Rap Parlor
Sauna
Temporary Mobile Recycling Center
Quick cash
Laundry, Self-Service
Salvage and Surplus Merchandise
Towing
Pain clinic
Plasma donation center
no drive-thru
Car Repair
Car Lots
Gas Station
Kennel (Over Night Animal Boarding)

2017 Planned
(not adopted)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-26 adopted by the City Council on July 18, 2019, to consider a proposed amendment to rezone approximately 2.56 acres along West Northfield Boulevard and Sulphur Springs Road from Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Sanders Corner PCD); Henry and Linda Brendle, applicants [2019-439]. Notice of said public hearing was published in the August 6, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the unanimous recommendation of the Planning Commission to rezone approximately 2.56 acres located along West Northfield Boulevard and Sulphur Springs Road, pending a public hearing. Mr. Clyde Rountree, Huddleston-Steele Engineering, presented the proposed plans for the project, a planned commercial development entitled "Sanders Corner".

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning step forward to the podium.

Mr. Ted Sullivan, 1215 Sulphur Springs Road, opposed the proposed rezoning, stating that he had concerns with a convenience store that could be open twenty-four hours a day being developed so close to private residences; that the buffer zones are not large enough; and this development will bring increased traffic to the current residents.

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

Mayor McFarland announced that the increased traffic the proposed project could bring to the area concerned him, and he would like the vote on the ordinance deferred until staff and the developers could research the traffic issue more thoroughly.

An ordinance, entitled "ORDINANCE 19-OZ-26 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 2.56 acres along West Northfield Boulevard and Sulphur Springs Road from Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Sanders Corner PCD); Henry and Linda Brendle, applicants [2019-439]," was read to the Council and was deferred on first reading upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said motion to defer was passed by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin

Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated August 22, 2019 here regarding amending the Spring Creek PRD zoning along Asbury Lane [2019-416].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-24 adopted by the City Council on July 18, 2019, to consider a proposed amendment to approximately 74.5 acres in the Spring Creek Planned Residential Development (PRD) District located along Asbury Lane; Beazer Homes, LLC, applicant [2019-416]. Notice of said public hearing was published in the August 6, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the unanimous recommendation of the Planning Commission to amend the Spring Creek PRD zoning on approximately 74.5 acres located along Asbury Lane, pending a public hearing. Mr. Matt Williams, Beazer Homes, presented the proposed plans for the project, a planned unit development entitled "Spring Creek".

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning step forward to the podium.

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

An ordinance, entitled "ORDINANCE 19-OZ-24 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 74.5 acres in the Spring Creek Planned Residential Development (PRD) District located along Asbury Lane; Beazer Homes, LLC, applicant [2019- 416]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Chase Salas
Warren Russell
Shawn Wright
Rick LaLance
Jennifer Garland

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Michele Emerson, Assistant City Engineer
Sam Huddleston, Dev't Services Executive Dir.

1. Call to order:

Chair Kathy Jones called the meeting to order at 6:00 pm.

2. Determination of a quorum.

Chair Jones determined that a quorum was present.

3. Approve minutes of the April 21, 2021 & May 5, 2021 Planning Commission meetings:

Mr. Chase Salas moved to approve the Minutes of the April 21, 2021 and May 5, 2021 meetings; the motion was seconded by Mr. Warren Russell; there being no discussion the motion carried by the following vote:

Aye: Chair Kathy Jones
Vice-Chairman Ken Halliburton
Jennifer Garland
Rick LaLance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

5. Public Hearings:

Zoning application [2021-412] for approximately 4.6 acres located along West Northfield Blvd and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner), P&H Joint Venture applicant.

Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Michele Emerson, Assistant City Engineer, came forward stating that the developer was in agreement to provide road improvements for Sulphur Springs Road and West Northfield Boulevard by providing turn lanes and multiple access points. In addition, the application includes full road access to Oakhaven Drive that would be opened and extended at the developer's expense. The first part of extending Oakhaven Drive would occur during Phase 1 and full extension could occur either during Phase 1 or Phase 2.

Mr. Matt Taylor, Engineer of SEC, and Mr. Nick Patel, the applicant, were attending the meeting. Mr. Taylor gave a PowerPoint presentation of excerpts from the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. For this application, a neighborhood meeting had been conducted at Bethel Church on Tuesday, April 12, 2021. The main concerns that had been expressed during the meeting had been the opening of Oakhaven Drive.

Mr. Rick LaLance asked if the liquor store use had been addressed during the neighborhood meeting. Mr. Taylor stated the applicant would like to keep the liquor store use. To address the neighbor's concerns, they had decreased the size of that particular building and located it as an interior building.

Chair Jones opened the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

1. **Mr. Chris Hollandsworth, 2202 Oakhaven Drive** – opposes the zoning application. He expressed his concerns regarding the opening of the stub street, Oakhaven Drive. In addition, he opposes the proposed liquor store and gas station.
2. **Mr. Robert Swank, 2222 Oakhaven Drive** – opposes the zoning application. He expressed his concerns regarding opening of the stub street, Oakhaven Drive. He requested for a traffic study to be provided with this zoning application.
3. **Mr. Gary Eakes, 819 Trinity Drive** – opposes the zoning application. He expressed his concerns regarding opening the stub street Oakhaven Drive which would increase the traffic onto Trinity Drive.
4. **Ms. Andrea Smith, 906 Trinity Drive** – opposes the zoning application. She expressed her concerns regarding opening the stub street, Oakhaven Drive. She requested for Oakhaven Drive not to be opened with this development; however, if it is opened with this development, she requested for speed bumps to be included.
5. **Mr. Randy Johnson, 615 Elliott Drive** – opposes the zoning application. This property should have the same restrictions and standards in place like the property across the street.

There being no further speakers, Chair Jones closed the public hearing.

The Planning Commission began discussing the proposed uses that had been required with the development across the street. Ms. Green stated the property across the street currently has a vacant lot which does not permit a liquor store or gas station. The property being presented at this meeting is proposing a liquor store with operating hours from 6:00 a.m. to 11:00 p.m. being limited for liquor store use only for Building 2.

Mr. Rick LaLance commented that he was not in favor extending Oakhaven Drive due to there being multiple ways to enter and exit this property. In addition, he suggested

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

the applicant should only have a liquor store or a gas station, he does not agree that there should be both. Mr. Shawn Wright agreed that Oakhaven Drive should not be opened after being a stub street for 50 years. He is not against the project and the uses that have been presented. Chair Jones stated that Staff favors connectivity with development for any type of emergency or natural disaster. Road connectivity is important for emergency vehicles to respond quickly and it is important to address connectivity on the planning side of a development. She recommended that the proposed uses for this development be compared with the uses that had been approved with the project across the street. Mr. Warren Russell commented that he appreciates the applicant removing a building from their zoning application due to it being too congested. Also, he agrees that the connectivity of Oakhaven Drive should be provided for the neighborhood. He feels this is a good project. Mr. Chase Salas agreed the proposal would create walkability in the neighborhood, with the road connectivity and the road improvements. In addition, he feels this project is needed within this area. Vice-Chairman Ken Halliburton agreed that connectivity is important; but he is not certain if Oakhaven Drive needs to be opened as part of this project. Ms. Jennifer Garland stated she was a fan of road connectivity. The design of the gas station is well done, and it contributes to the character. The one-story buildings are helpful as is the definitive location for the liquor store. The proposed building would be interior to the development with restrictive hours. Overall, she supports the concept of the development.

Vice-Chairman Ken Halliburton made a motion to approve the zoning application conditioned on Oakhaven Drive not connecting to the existing stub, seconded by Ms. Garland. The motion failed by the following vote:

Aye: Vice-Chairman Ken Halliburton

Jennifer Garland

Nay:

Rick LaLance

Chair Kathy Jones

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

Warren Russell

Chase Salas

Shawn Wright

Mr. David Ives stated that Staff had requested for the entire extension of Oakhaven Drive to occur during Phase 1 instead of Phase 3. Mr. Matt Taylor stated that the liquor store use is not a definite use it is only being included as an allowed use. They are hoping for restaurant uses more than any other type of uses.

Mr. LaLance made a motion to approve the zoning application conditioned upon eliminating liquor store as a permitted use and the developer provide speed cushions on the Oakhaven Drive extension. The motion failed for lack of a second.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application as presented with the following condition:

- The developer would be responsible to add speed cushions with the extension of Oakhaven Drive, contingent upon further review and approval of the City speed cushion program by the appropriate City officials.

The motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Chair Kathy Jones

Jennifer Garland

Warren Russell

Chase Salas

Shawn Wright

Nay:

Vice-Chairman Ken Halliburton

Rick LaLance

ORDINANCE 21-OZ-20 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road from Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Sanders Corner PCD); P&H Joint Venture, applicant [2021-412].

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 Commercial Development (PCD) 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:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51E9401
Adam F. Tucker
City Attorney

SEAL



Ordinance 21-OZ-20



RS-10

Area rezoned
from RS-10 to PCD

PUD

RS-10

RS-10

RS-15

PCD

RM-16

RS-15

OAKHAVEN-DR
TRINITY-DR

SULPHUR-SPRINGS-RD

W-NORTHFIELD-BLVD

SANDERS-CT

ELLIOTT-DR

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Rezoning property along New Salem Highway
[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 5.4 acres located along the west side of New Salem Highway and along the south side of Bridge Avenue.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

The City of Murfreesboro presented a zoning application [2021-413] for approximately 5.4 acres located along the west side of New Salem Highway to be rezoned from RS-10 (Single-Family Residential District 10) to PND (Planned Institutional District). During its regular meeting on July 14, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Expand Infrastructure

This rezoning will enable the development of a more robust City transit center to meet the growing needs of the community, conveniently located to serve the residents.

Establish Strong City Brand

This rezoning demonstrates the City's long-term commitment to providing its citizens with a high-quality public transportation system.

Attachments:

1. Ordinance 21-OZ-27
2. Maps of the area
3. Planning Commission staff comments and minutes from 07/14/2021 meeting
4. City of Murfreesboro Transit Center PND pattern book
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 14, 2021
PROJECT PLANNER: HOLLY SMYTH**

5.d. Zoning application [2021-413] for approximately 5.4 acres located along Bridge Avenue and New Salem Highway to be rezoned from RS-10 to PND (Transit Center PND), City of Murfreesboro applicant.

The subject property is bounded by Bridge Avenue on the north and New Salem Highway / State Route 99 on the east. Salem Park Court is located to the south. The property consists of 1 parcel totaling 5.43 acres and is identified as Tax Map 102B, Group B, Parcel 02101. The parcel is currently undeveloped with vegetation on the westerly half of the property and with a portion of the lot within the 100-year flood zone (Zone AE) and the 500-year flood zone (Zone X). The current zoning on the property is single-family residential (RS-10). The request for rezoning to Planned Institutional District (PND) is for the development of the City of Murfreesboro Transit Center and its associated passenger pickup, administration, maintenance and bus storage facility to include approximately 13,932 square feet of total building area. The City is requesting the rezone to PND in order to assure the community of what is proposed to be built and to allow for the zoning to be tailored to the specific institutional use being proposed.

An initial staff presentation was provided at the June 16th Planning Commission meeting to provide an overall context of the project while the July 14th public hearing will provide an in-depth project overview by the City's team of consultants working on the project. A fly-over video will be shared with the Planning Commission and the public at the hearing, providing an enhanced virtual representation of the proposed transit center. A revised pattern book has been provided for the Commission's consideration.

Adjacent Zoning and Land Uses

Surrounding zoning is RS-10 (Single-Family Residential) and CH (Highway Commercial) to the north and H-I (Heavy Industrial) to the south and is shown on page 7 of the program book. The surrounding land uses include a bail-bonds business to the northeast, the Bridge Avenue Church of Christ to the north, single-family detached dwellings to the north and northeast, and commercial and industrial uses to the south. The City's Doug Young Public Safety Training Facility is located to the east across New Salem Highway and is zoned RM-16 (Multi-Family Residential).

Proposed PND

The proposed development shall consist of the City of Murfreesboro Public Transit Center, with three main structures, the administrative building, the passenger transit station, and bus maintenance building. The passenger transit station is located along the interior of the bus loop and is comprised of a covered seating/waiting area, ticket sales, and restrooms. Canopies shall be installed along the bus loading/unloading areas to mitigate exposure to the elements.

The Administrative / Operations building (labeled as Building 1) contains approximately 9,720 square feet and will be 30' in top roof height. As shown on page 14 of the program booklet, this building would contain offices for all transit related staff, lockers, restrooms, training room, kitchen/breakroom, records, conference room, as well as a public lobby. The adjacent public parking area provides for approximately 54 standard parking spaces. This building is located within the 500-year floodplain as shown on page 9 of the program book, which will be mitigated by complying with the City's floodplain management ordinance.

The Passenger Transit Station (labeled Building 2) is composed of two outside buildings with a large canopy spanning over the top of both structures, and contains 1,175 square feet within the 2 enclosed buildings and 1,140 square feet of covered patron waiting area. The enclosed structure will provide restroom facilities, janitor supply with water pipe access, storage, and ticket booth. Individual seating for approximately 50 persons will be provided in the covered area between the two enclosed buildings. This building area is also located within the 100- and 500-year floodplain as shown on page 9 of the program book, which will be mitigated by complying with the City's floodplain management ordinance.

The Bus Maintenance building (labeled Building 3) is approximately 3,060 square feet and 22.6' in top roof height. Half of the building is for washing, repairing, and cleaning of the bus fleet. The other half would be for mechanic storage and work area, compressor/equipment room, electrical room, and 1 restroom. This building area is also located within the 500-year floodplain with a sinkhole north of the building as shown on page 9 of the program book, which will be mitigated by complying with the City's floodplain management ordinance.

Currently, building elevations include a mix of brick, architectural metal panels, wood-like metal panels, stone banding, and aluminum curtainwall with green glazing. Foundation landscaping will need to be installed along the administrative building, the outward facing sides of the enclosed passenger transit station, and the bus maintenance building as well as the nose of the bus berth island adjacent to the ends of the two northerly bus canopies in order to meet City standards. The New Salem Highway entrance proposes to incorporate a ground mounted monument sign constructed of masonry material to match the administration building similar to that shown on page 13 of the program book. All open spaces, drainage areas, landscape, and grounds will be maintained by the City of Murfreesboro.

The Program Book page 32, item 8 describes the various City standard setbacks, lot size, lot width, height, floor area ratio (FAR), livability space ratio (LSR), and open space ratio (OSR) required by the comparative CH zone district and the proposed PND zone. The proposed PND zoning does not currently call out for any exceptions but may appear to need some exceptions to the Design Guidelines as to architecture.

Transportation Improvements & Circulation

The property will have full ingress/egress from the existing public rights-of-way of Bridge Avenue (designated as a “Commercial Collector” street) for buses only and from New Salem Highway (designated as a “Major Arterial” street) for employee and public access.

Bridge Avenue and New Salem Highway are currently built as two-lane roadways with a center turn lane. New Salem Highway is slated to be widened from the existing 3-lane roadway to a 5-lane roadway as outlined in the City of Murfreesboro’s 2040 Major Transportation Plan. It is anticipated that the road widening project will be put out to bid August 2021 and take 24-30 months to construct. The widening will be in the segment of the highway from Middle Tennessee Boulevard/West Molloy Lane to Highway 96/Old Fort Parkway.

South Molloy Lane is a north-south street located to the west of the development which is recommended to be re-aligned at some point in the future outside of the FEMA designated floodway. Although not a committed roadway project, the realignment will shift South Molloy Lane to the east and closer to the project, potentially adjacent to the West Main Street and Bridge Avenue intersection. South Molloy Lane will provide connectivity as a 3-lane roadway between Bridge Avenue and the planned overpass over Interstate 24 west to River Rock Boulevard.

The City 2013 Greenways, Blueways, and Bikeways Master Plan identifies bikeway facilities along New Salem Highway south of Bridge Avenue as a future bike route and north of Bridge Avenue as a future bike lane. Given the type of facility and its location, the City Transportation Department recommends adding Bridge Avenue from the Stones River Greenway (near Bridge and West Main Street) to Downtown for a future Bikeway of some sort, be it bike route, bike lane, or shared bike path to provide multi-modal connectivity to areas of high pedestrian and bike demand.

The layout of the site lessens the long-term impact of bus traffic on New Salem Highway while preserving future opportunities for carpool park and ride facilities as operations may grow over time.

A new bus route system will be evaluated and developed for the City’s transit system while the transit center is progressing forward with the goal of a new route system being online by the time the facility is constructed.

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 *General Commercial* character (see excerpt from the future land use map below). This classification is an auto-urban use that has a dominance of buildings and surface parking relative to landscaped or unimproved areas. This character type is most commonly associated with a highway-oriented commercial or business strip. Auto-Urban/General Commercial uses include high intensity commercial businesses that

have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Significant portions of development sites are devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas, making pavement the most prominent visual feature. Buildings are typically located toward the rear of a site to accommodate expansive parking areas in front, closest to passing traffic.

The comprehensive plan calls out CH, GDO, and PCD as existing zoning districts that are compatible with this designation. Floor Area Ratio between 0.35 to 0.50 are anticipated with up to two stories. In Staff's opinion, the proposed rezone is consistent with the *General Commercial* land use character.



Department Recommendation

Staff is supportive of this rezoning request, so long as staff comments are incorporated into the program book, for the following reasons:

- The proposed rezoning is generally consistent with the future land use map of the Murfreesboro 2035 Comprehensive Plan.
- The proposed rezoning will enable investment in and improvements to the City's transit system, which offers a much needed service to its residents.

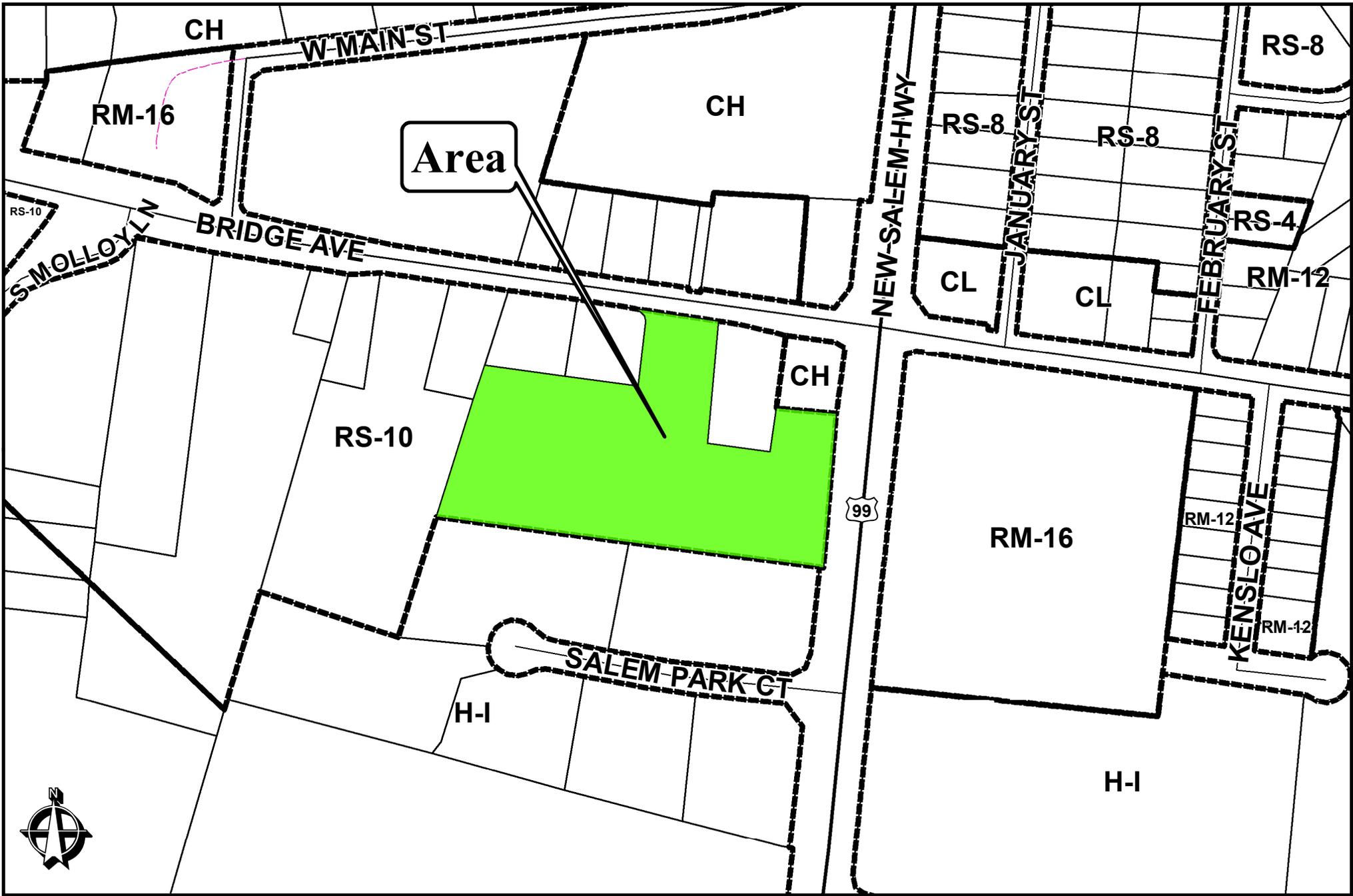
- The proposed transit facility is centrally located within the City and has access to a major arterial (that is in the process of being expanded) and a commercial collector.
- The proposed transit facility is adjacent to a future bike lane and bike route, along New Salem Highway as defined in the City's 2013 Greenways, Blueway, Bikeways Plan (GBBP).
- During the update of the GBBP, the City may consider adding bike connectivity along Bridge Avenue from Stones River Greenway to the downtown in the long range plan which will benefit the users of the Transit facility as well.
- While there are residential uses in the immediate vicinity, the subject property is located in an area with a variety of uses and it is Staff's opinion that the proposed use will be compatible with the surrounding land uses.

Action Needed

The applicant will be in attendance at the meeting to make a presentation and answer any questions. The Planning Commission will need to conduct a public hearing on this matter and then formulate a recommendation to the City Council. Staff recommends that any approval by the Planning Commission be made subject to the following comments being addressed prior to the City Council's consideration of this item on first reading:

Staff Comments

1. Provide material boards.
2. Building 1: Clarify that the aluminum curtain wall is green glazing not just "assembly" on page 17. Modify the 2 green spandrel glass windows at the dispatcher office on page 16.
3. Building 2: Modify line drawing northerly elevation on page 23 to incorporate decorative design above the stem walls as shown in the video. Provide color elevations of the north and south sides of building. Label exterior equipment on the floor plan, move note about radiant heaters to the reflected ceiling plan drawing, and breakdown the enclosed square footage and the covered exterior square footage on page 19.
4. Provide a better photo of an installed "perforated metal panel" on an existing building, as the drawing doesn't give an idea of what it will look like.
5. Landscape: Modify the overall site plan on page 12 to add landscaping adjacent to the bus berth island to screen the northerly edge, on the north and south side of Building 2, and along the public parking areas.
6. Incorporate landscape plan into plan book that is attached to this staff report that includes a) proper parking lot screening along the northern and eastern boundary, b) adds base of building plantings along the north and south sides of Building 2 and the northside of Building 3, c) adds landscape to the tip of the bus island to provide a barrier between pedestrians and buses.



**Zoning Request for Property Located along Bridge Avenue and New Salem Highway
RS-10 to PND (Murfreesboro Transit Center PND)**

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





**Zoning Request for Property Located along Bridge Avenue and New Salem Highway
RS-10 to PND (Murfreesboro Transit Center PND)**



Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail address: _____

PROPERTY OWNER: _____

Street Address or property description: _____

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

Existing zoning classification: _____

Proposed zoning classification: _____ Acreage: _____

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: _____

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

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____



TRANSIT CENTER

REQUEST FOR REZONING TO A PLANNED INSTITUTIONAL DEVELOPMENT (PND)
Murfreesboro, Tennessee

Initial Submittal
May 13, 2021

Resubmittal
June 11, 2021 for June 16, 2021
Planning Commission Workshop Meeting

Resubmittal
July 7, 2021 for July 14, 2021
Planning Commission Public Hearing

Resubmittal #4
August 20, 2021 for the September 2, 2021
City Council Public Hearing

Resubmittal #5
August 24, 2021 for the September 2, 2021
City Council Public Hearing

SEC, Inc.

SEC Project #13122

HR


hedstrom
LANDSCAPE ARCHITECTURE

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SEC, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129*



Company Name: City of Murfreesboro
Profession: Applicant
Attn: Jim Kerr
Phone: 615-893-6441
Email: jkerr@murfreesborotn.gov
Web: murfreesborotn.gov

*111 West Vine Street
Murfreesboro, Tennessee 37130*



Company Name: HDR Inc.
Profession: Architect,
Attn: Brandon Harvey
Phone: 629-288-7500
Email: brandon.harvey@hdrinc.com
Web: hdrinc.com

*120 Brentwood Commons Way
Suite 525
Brentwood, TN 37027-2029*



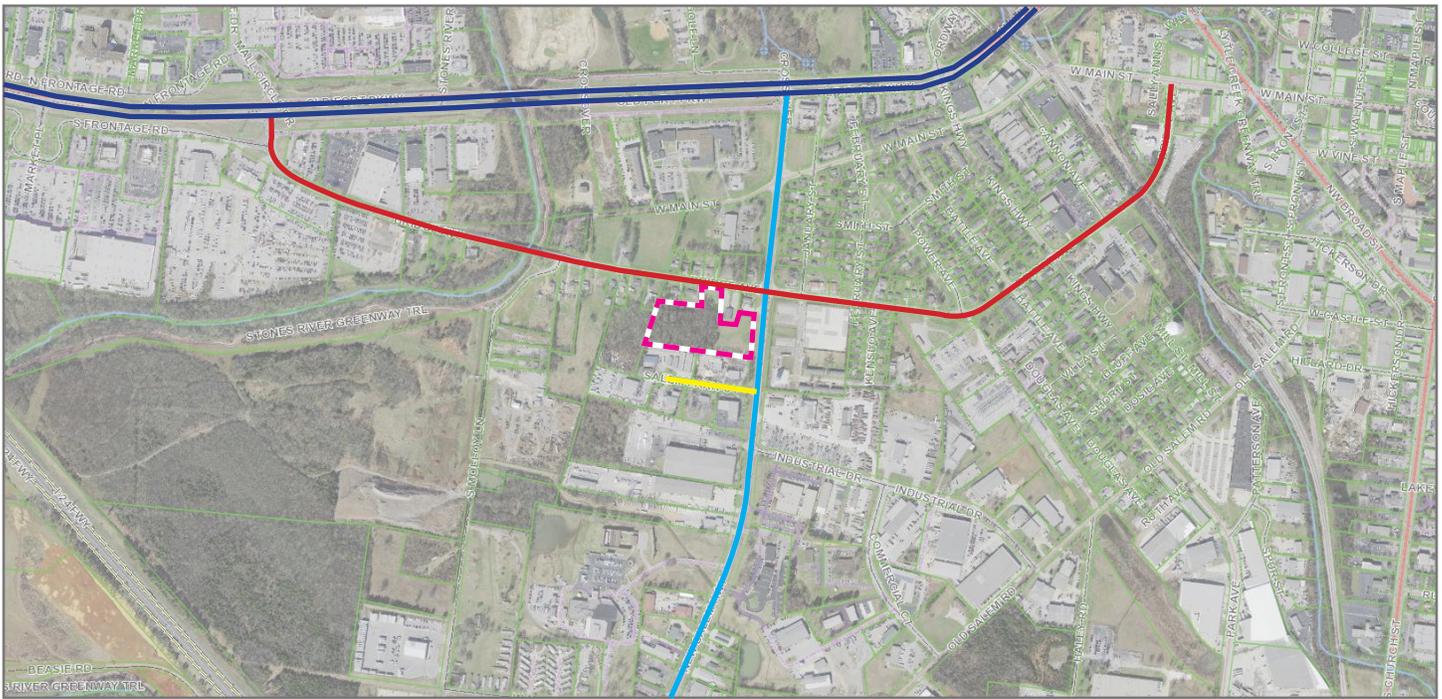
Company Name: Hedstrom
Profession: Landscape Architecture
Attn: Andrew Spatz
Phone: 865-329-0012
Email: Info@HedstromDesign.com
Web: <https://www.hedstromdesign.com/>

*110 West Magnolia Avenue
Knoxville, Tn 37917*

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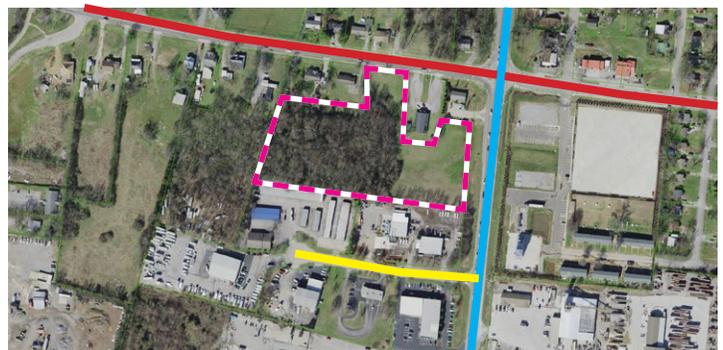
AERIAL PHOTOGRAPH

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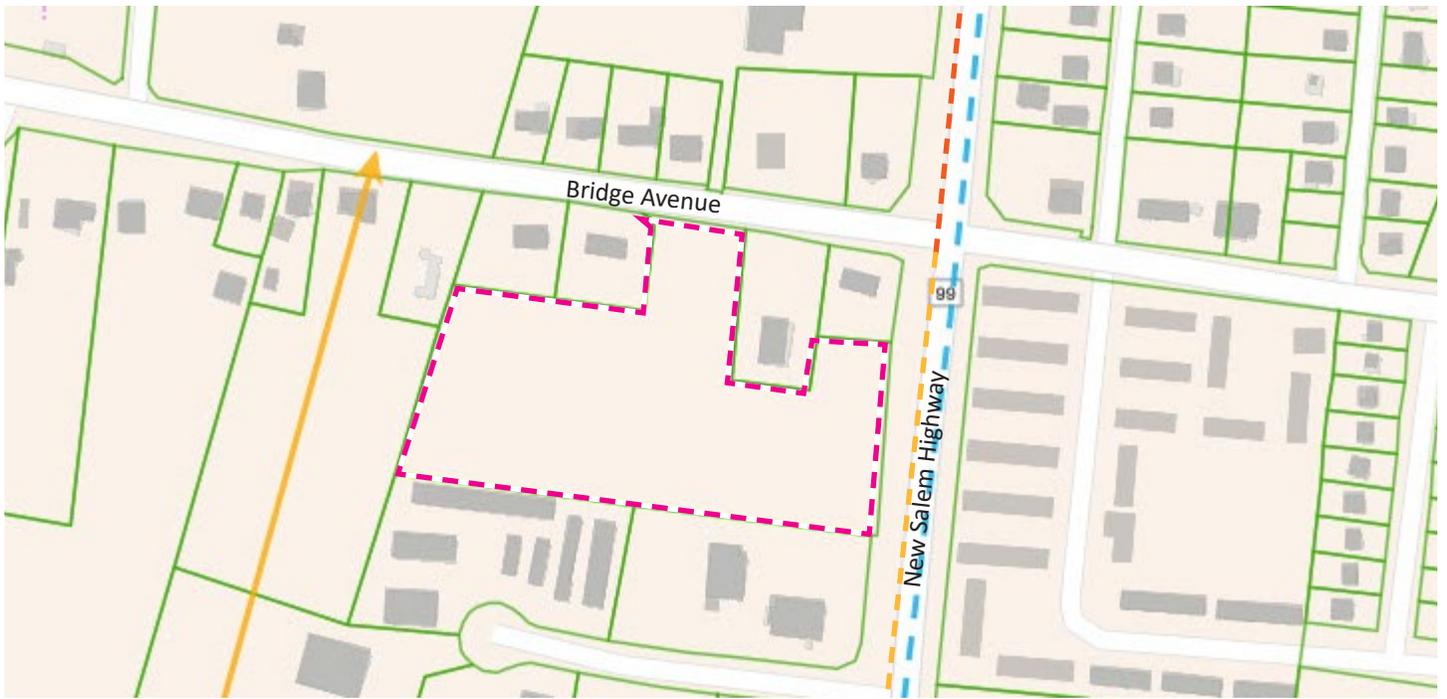
-  New Salem Highway (Major Arterial)
-  Old Fort Parkway (Major Arterial)
-  Salem Park Court (Local Street)
-  Bridge Avenue (Community Collector Designated Street)



The City of Murfreesboro respectfully requests rezoning of the Donald Sonner Property from Single Family Residential (RS-10) to a Planned Institutional Development (PND). The property is located south of Bridge Avenue, west of New Salem Highway, and north of Salem Park Court. The site is identified as Parcel 21.01 of Tax Map 102B, and is deeded for 5.43 acres.



The request for rezoning to PND is to create the City of Murfreesboro Transit Center. The proposed development shall consist of a public transit center, the City of Murfreesboro Transportation Administrative Building, and bus maintenance/washing building. The public transit center, located along the interior of the bus loop, is comprised of a covered seating/waiting area, ticket sales, and restrooms. Canopies shall be installed along the bus loading/unloading areas to mitigate exposure to the elements. Building elevations shall be a mix of brick, metal panels, and stone banding. Administration Building 1, Passenger Transit Station Building 2, and Bus Maintenance Building 3 have 3-foot planting beds along the foundation, except at doorways and walkways so as to not impede the vehicular or pedestrian circulation on the site. The New Salem Highway entrance shall incorporate signage constructed of masonry materials and anchored by landscaping. All open spaces will be maintained by the City of Murfreesboro/Owner.



MAJOR THOROUGHFARE PLAN

Not To Scale 

-  New Salem Highway Committed for 5-Lane Roadway
-  Molloy Lane Re-alignment (Future) for 3-Lane Roadway
-  Future Bike Lane (BL-18)
-  Future Bike Route (BR-16)



Site Boundary

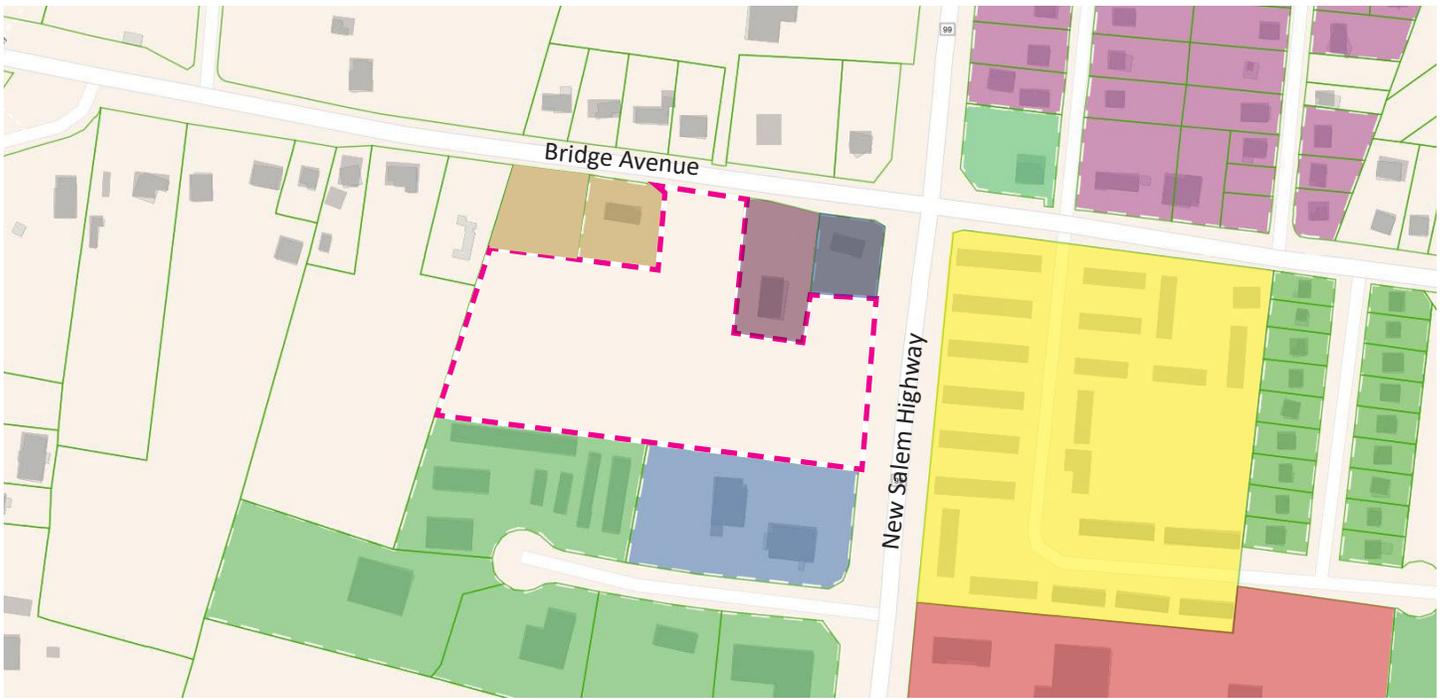
The property has/will have access to the existing public rights-of-way of Bridge Avenue and New Salem Highway. Both Bridge Avenue and New Salem Highway are currently built as two-lane roadways with a center turn lane. New Salem Highway is slated to be widened to a 5-lane roadway as outlined in the City of Murfreesboro’s 2040 Major Thoroughfare Plan.

Molloy Lane is located to the west of the development, and is slated to be re-aligned at some point in the future. Although not a committed roadway project, the realignment will shift Molloy Lane to the east and closer to the project. Molloy Lane will provide connectivity between Bridge Avenue and the planned overpass over Interstate 24 west to River Rock Boulevard.

GREENWAY, BLUEWAY, AND BIKEWAY PLAN

The Murfreesboro Greenway, Blueway, and Bikeway Master Plan shows Bike Route 16 (BR-16) along New Salem Highway. This bike path is proposed to start from the Urban Growth Boundary, terminate at Bridge Avenue, and is approximately 6.45 miles in length. Additionally, the Master Plan shows Bike Lane 18 (BL-18) along New Salem Highway. This bike lane is proposed to start from Bridge Avenue, terminate at Old Fort Parkway, and is approximately 0.28 miles in length. The proposed site plan will provide sidewalks along all existing R.O.W. to accommodate for these improvements.





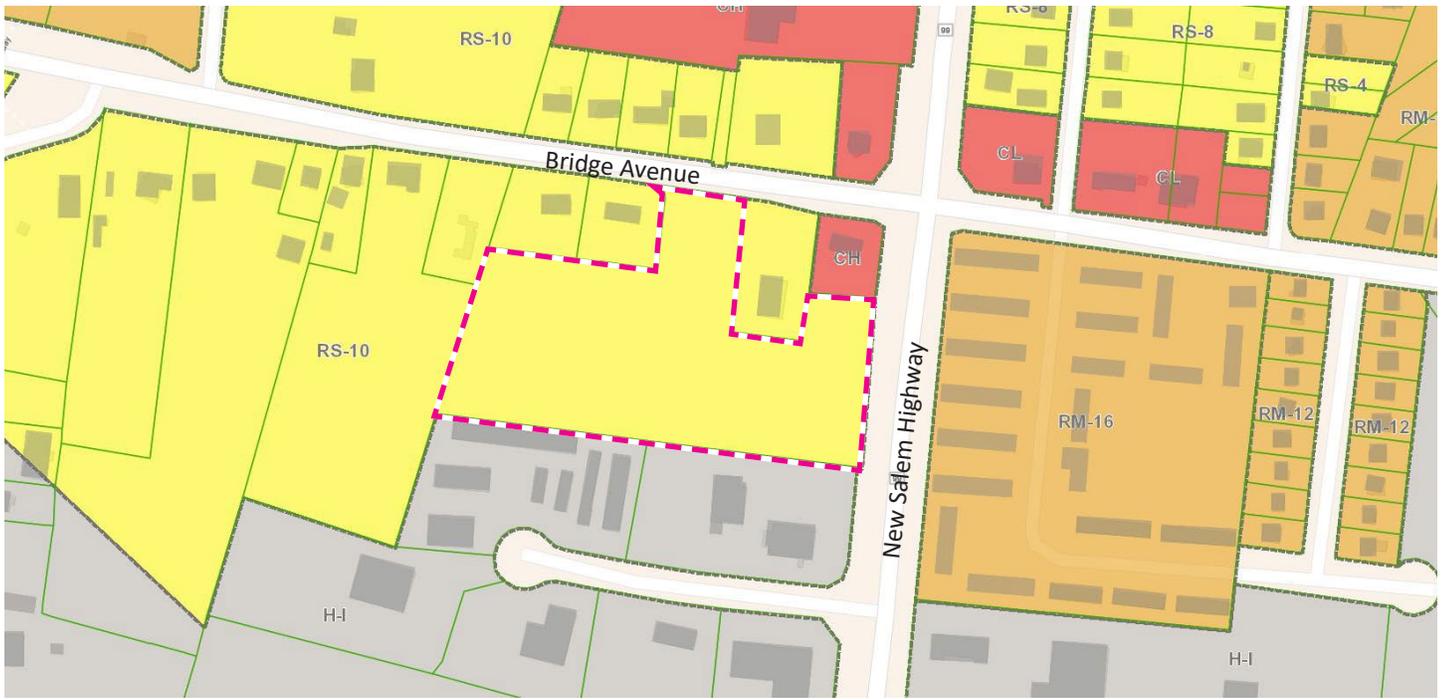
SUBDIVISION MAP

Not To Scale 

- | | | | |
|--|---|---|--|
|  West Meadows |  Dave's Tires |  Bridge Avenue Church of Christ |  Titan Bail Bonds |
|  Salem Park |  Patterson |  Murfreesboro Police Training Facility | |
|  Cablevision |  Franklin Road Addition |  Alley-Cassetty Brick and Block | |



The Murfreesboro Transit Center is surrounded by a mixture of residential properties, commercial businesses, and industrial uses. West Meadows and the other surrounding residential properties are single-story structures with a mixture of brick and vinyl siding exteriors without garages. The Bridge Avenue Church of Christ is located northeast of the property along Bridge Avenue. The church has primarily red brick veneer and a gravel parking lot and drive. Titan Bail Bonds is on the corner of Bridge Avenue and New Salem Highway, and is a single-story structure with a white brick veneer. Salem Park and Comcast are commercial/light industrial properties to the south of the development that support various automotive and business uses. The Doug Young Public Safety Training Facility is located to the east of the development across New Salem Highway.



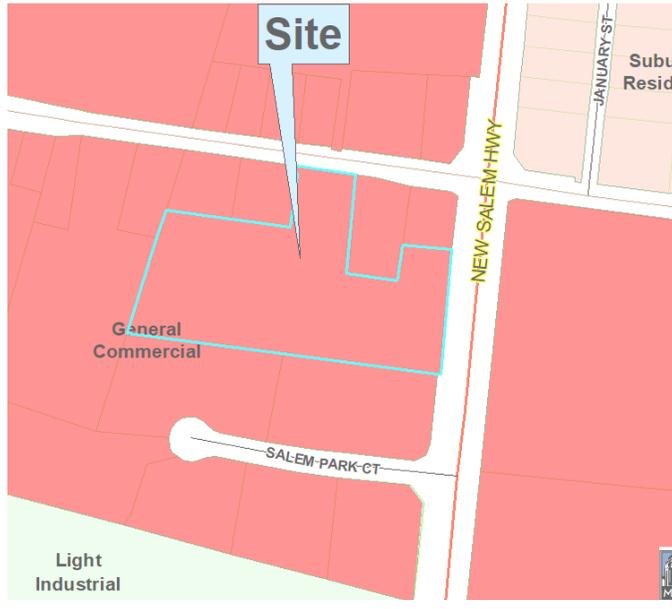
ZONING MAP

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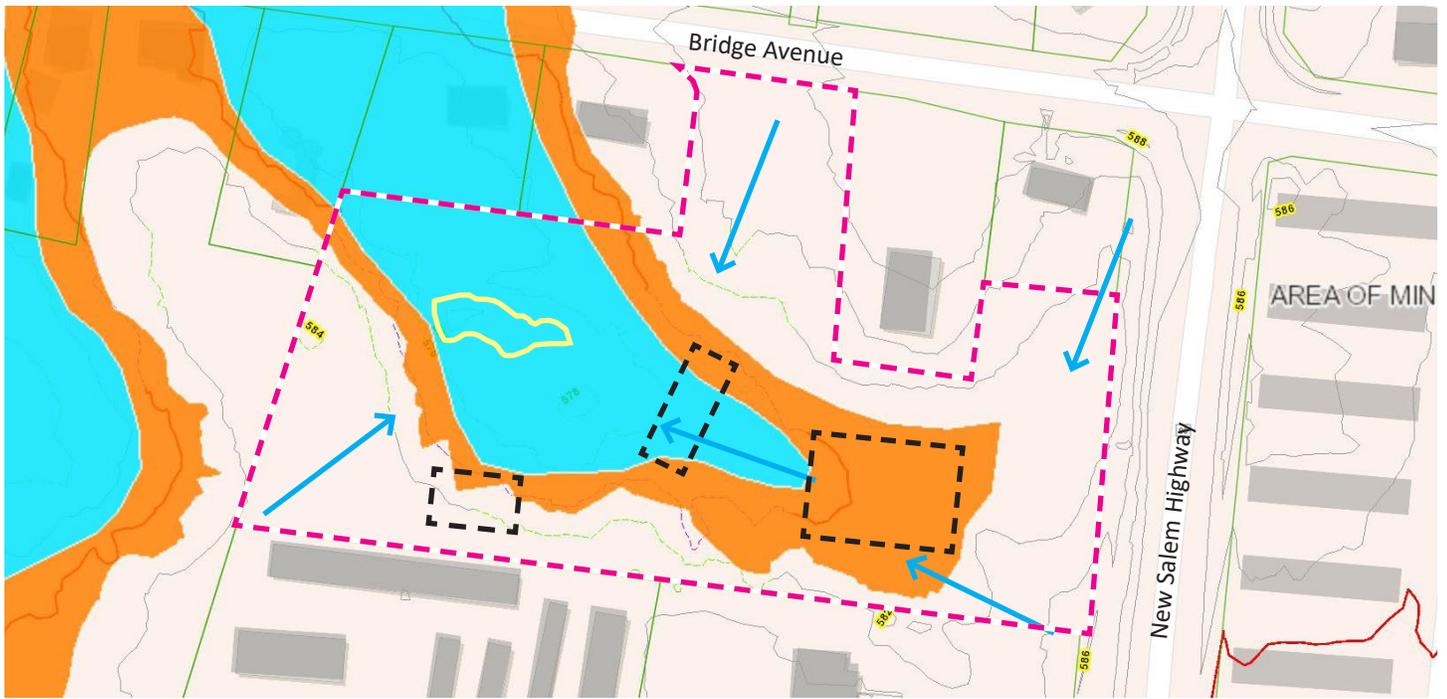
 RS-4 Residential Single-Family (RS-4)	 CH Commercial Highway (CH)
 RS-8 Residential Single-Family (RS-8)	 CL Commercial Local (CL)
 RS-10 Residential Single-Family (RS-10)	 H-I Heavy Industrial (H-I)
 RM-12 Residential Multi-Family (RM-12)	
 RM-16 Residential Multi-Family (RM-16)	



The surrounding area consists of a mixture of zoning types and uses. The land to the east across New Salem Highway is zoned RM-16 for the Doug Young Public Training Facility and is owned by the City of Murfreesboro. The land to the south of the property is zoned H-I. The land to the north and the west of the property are zoned RS-10. The property to the northeast of the property is zoned CH.

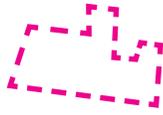


The Murfreesboro 2035 Comprehensive Plan characterizes this area to be Auto-Urban (General) Commercial Character (GC). This land use type correlates strongly with the proposed transit center. The uses affiliated with this future land use consists of expansive drives and parking areas, automobile service areas, hotel/motels, and big box stores. The proposed development’s uses aligns with the needs of the General Commercial Character of the area. The recommended zoning type for these uses include Commercial Highway (CH) and Planned Unit Developments (PUD).

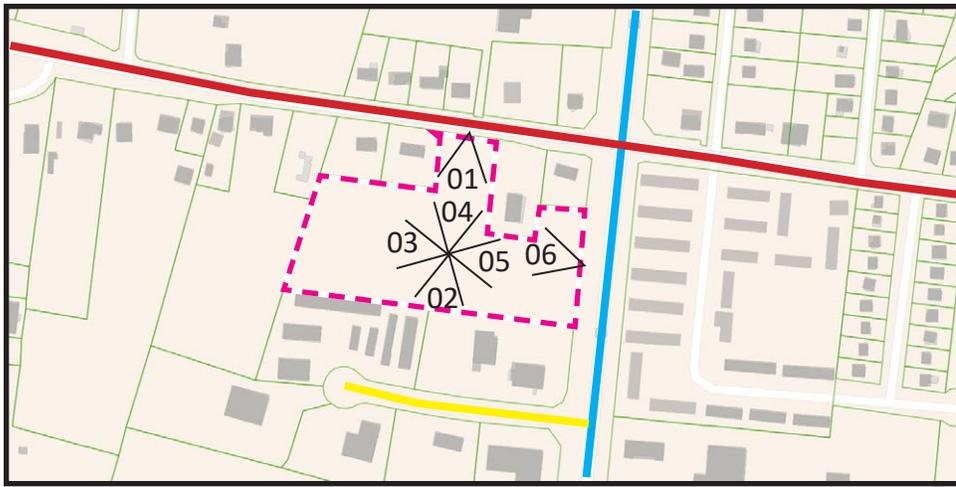


HYDROLOGY AND TOPOGRAPHY

Not To Scale 

-  WATER FLOW DIRECTION
-  100 YEAR FLOOD PLAIN
-  Potential Sinkhole
-  INTERMEDIATE CONTOURS
-  500 YEAR FLOOD PLAIN
-  Site Boundary
-  INDEX CONTOURS
-  Proposed Buildings

The topographic map above shows the site’s topographic high point generally at the north, east, and southern property lines. From these high points, the property drains towards the center of the property and then off towards the northwest and under Bridge Avenue back to the Stone River to the west. There is also a sinkhole located on the western portion of the property. A large portion of the property lies within the 100 and 500-year floodplain per FEMA Flood Panel 47149C0260H eff. 1/5/2007. Plan shall comply with the City of Murfreesboro Floodplain Ordinance.



-  New Salem Highway
-  Salem Park Court
-  Bridge Avenue

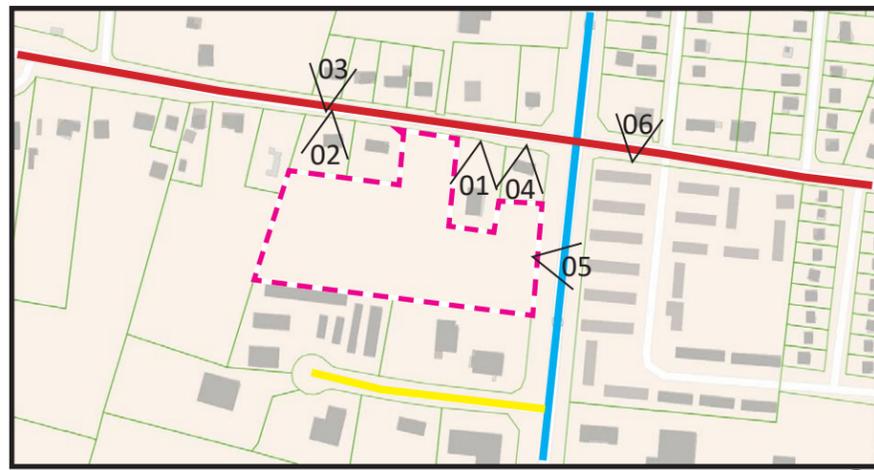


PHOTO DIRECTION MAP

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Site Boundary



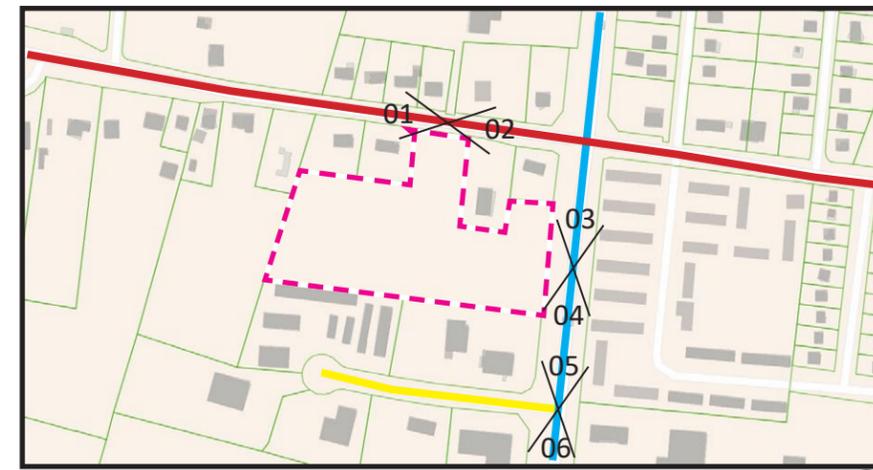


- New Salem Highway
- Salem Park Court
- Bridge Avenue



PHOTO DIRECTION MAP

Not To Scale



- New Salem Highway
- Salem Park Court
- Bridge Avenue



PHOTO DIRECTION MAP

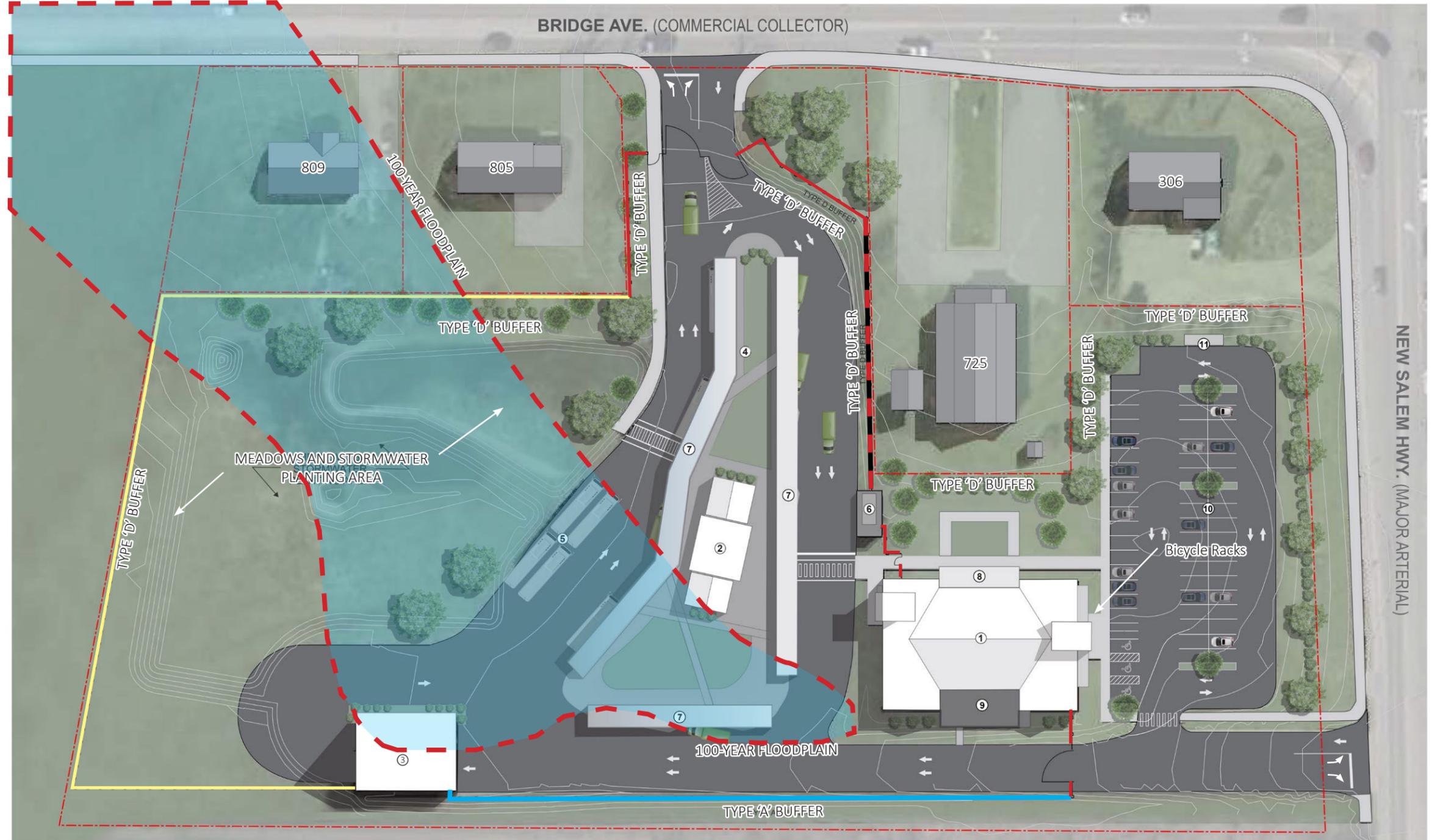
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Total Land Area: ±5.43 Acres
 Total Open Space: ±2.67 Acres (49%)

- ① ADMINISTRATIVE/OPERATIONS (BUILDING 1)
- ② PASSENGER TRANSIT STATION (BUILDING 2)
- ③ BUS MAINTENANCE (BUILDING 3)
- ④ BUS BERTH ISLAND (12 BUS POSITIONS)
- ⑤ SPARE BUS PARKING
- ⑥ EMERGENCY GENERATOR
- ⑦ CANOPIES
- ⑧ COVERED EMPLOYEE PATIO
- ⑨ SCREENED MECHANICAL YARD
- ⑩ EMPLOYEE/VISITOR PARKING
- ⑪ SOLID WASTE ENCLOSURE (BINS)

- DECOR. FENCING
- CHAINLINK FENCING
- PROPERTY LINE
- 6-FT BLACK ALUMINUM FENCE
- 6-FT SOLID DECORATIVE FENCE



*Landscaping shown is strictly conceptual. Landscaping shown is meant to convey the general appearance of the planting design and materials to be used. Final landscaping will be provided with at site plan level.

NOT TO SCALE



Allowable Uses:

The property is currently zoned Residential Single-Family (RS-10). The request for rezoning to a Planned Institutional District (PND) is to allow for Transportation Services and Bus Terminal. This specific land use is not currently an allowable land use in RS-10 zoning, but is allowed in CH zoning and all industrial zonings. Additional standards for this site have been outlined below and on the following pages of this booklet. The proposed site will provide for adequate parking, circulation, solid waste management, stormwater management and landscaping.

Development Standards:

- Building heights shall not exceed 35-feet in height.
- All parking shall be located at minimum of 10-feet from the R.O.W. along Bridge Avenue and New Salem Highway, and a minimum of 15-feet from property lines adjacent to residential properties for buffers.
- All parking areas shall be screened from public right-of-way by landscaping and/or berms.
- Pedestrian connections to the development shall be provided via sidewalks to Bridge Avenue and New Salem Highway.
- Solid waste enclosures are anticipated to be constructed of masonry materials consistent with building architecture. Walls are anticipated to be at least 8-feet tall, with opaque gates, and enhanced with landscaping. Solid waste collection service will be provided by a city cart service.
- The buildings shall have a well defined architectural base by use of different materials, colors, and patterns, or a combination of these techniques. Building foundations shall be accented with landscaping.
- All decorative fencing on site will be constructed of Aluminum, with the exception of a small section adjacent to the church for dust and noise buffer.
- Monument signage shall be incorporated at the New Salem Highway entrance.
- Monument signage shall be built with materials consistent with the development architecture, and enhanced with landscaping.
- Building and monument signage shall adhere to the standards outlined in the City of Murfreesboro Sign Ordinance.
- All mechanical equipment, (i.e. hvac and transformers) shall be screened with landscape or fencing. If mechanical equipment is located on the roof, then they shall be screened from view, via parapet wall or aesthetically pleasing architectural element.
- All on-site utilities shall be underground.
- On-site lighting shall comply with the City of Murfreesboro standards to mitigate light pollution and to improve safety for patrons and employees. Photometric plan will be provided with site plan to confirm compliance with zoning ordinance.
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking and vehicular use areas shall have curbing.



Example of 6-ft Aluminum Swing Gate



Example of 6-ft Decorative Black Aluminum Fence



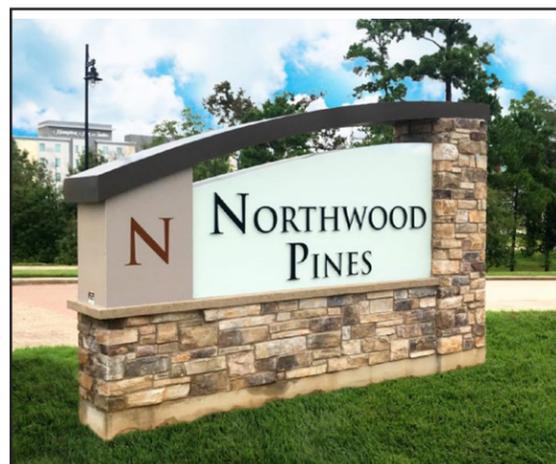
Example of 6-ft Black Decorative Aluminum Gate



Example of 6-ft Decorative White Vinyl Fence



Example of 6-ft Black Anti-Climb Fence



Example of Possible Entrance Sign

*Material to match building



Example of City Waste Cart Enclosure

*Material to match building

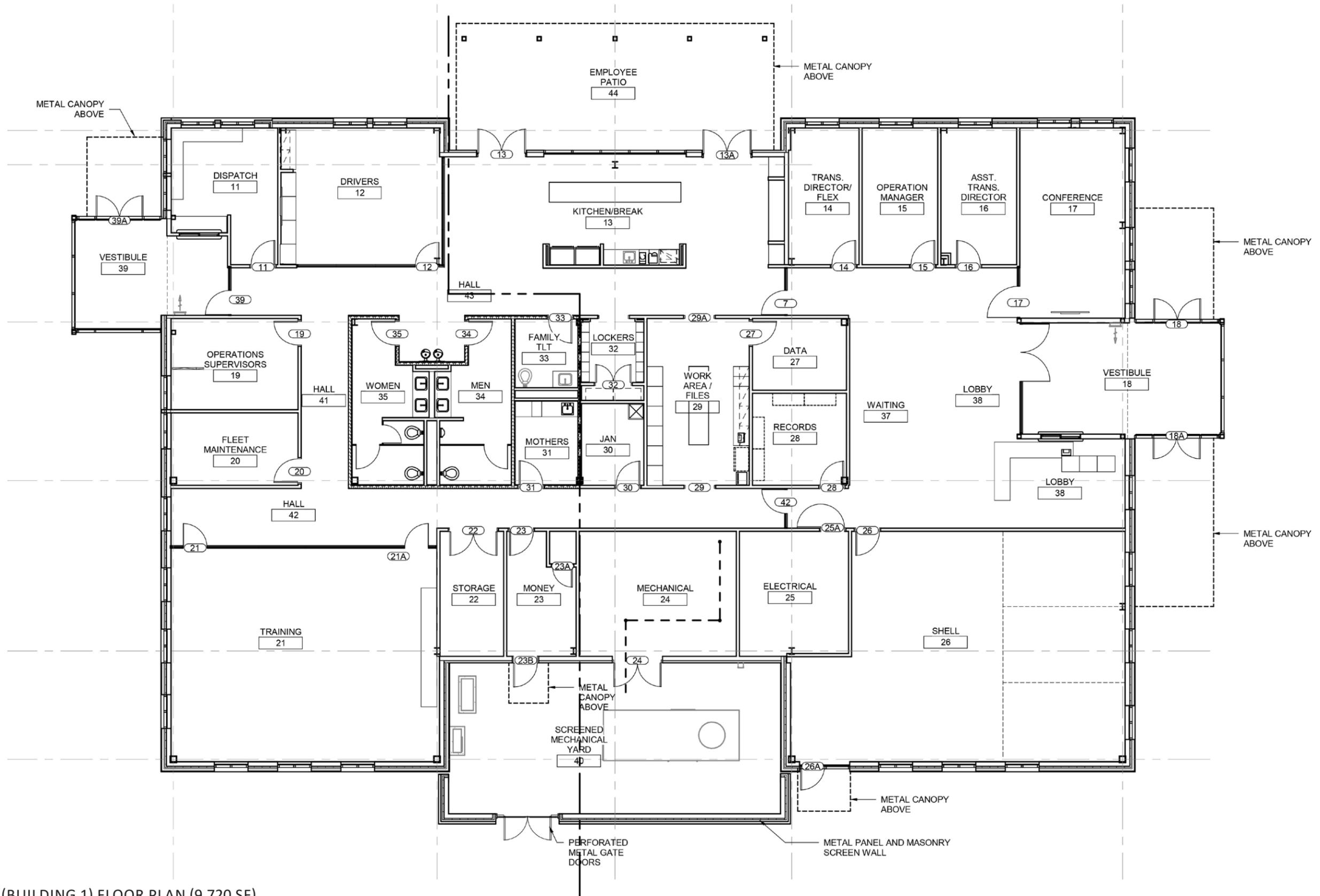


Example of Light Pole



Example of Decorative Lighting

*Light Pole and Decorative Light Poles shown are conceptual and do not represent the final product to be used on the site. Final product will be provided with photometric plan at the site plan level.



ADMINISTRATION (BUILDING 1) FLOOR PLAN (9,720 SF)

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



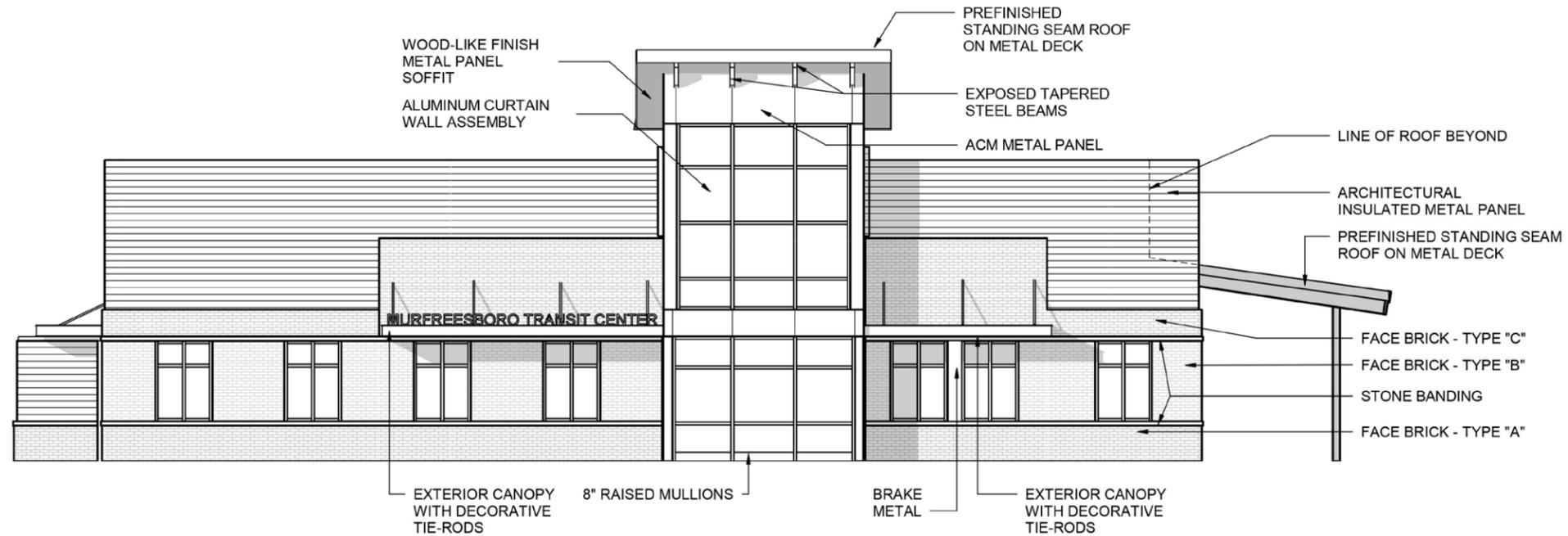
ADMINISTRATION (BUILDING 1) EAST ELEVATION- FACING NEW SALEM HIGHWAY

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

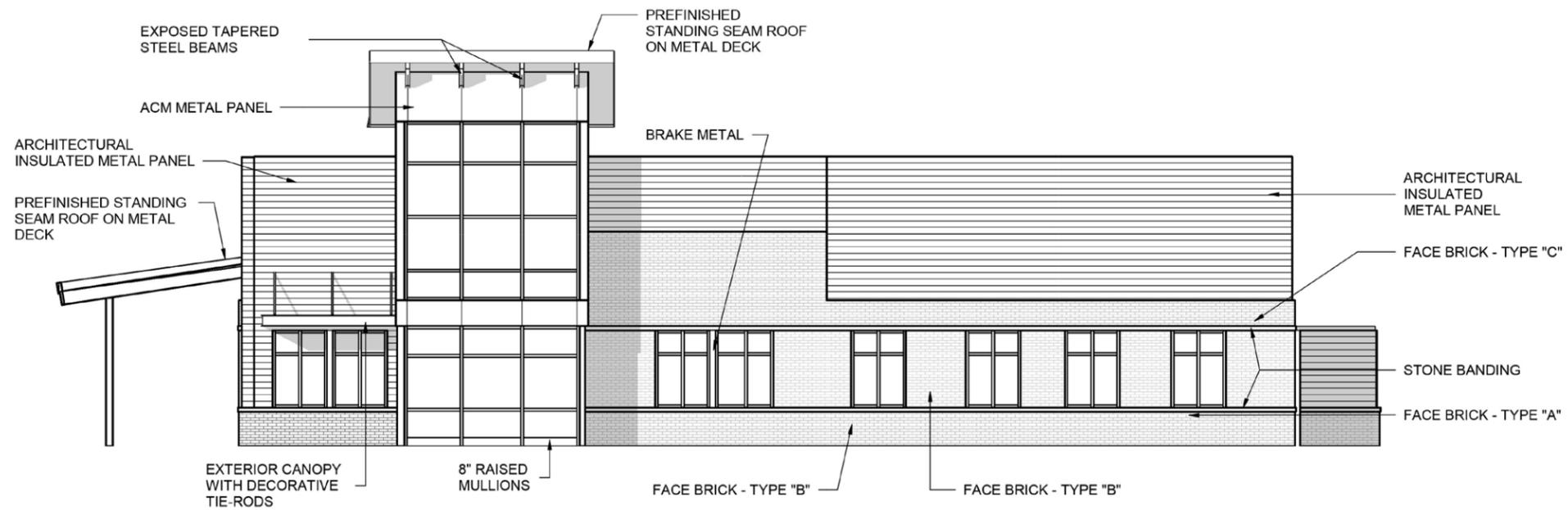


ADMINISTRATION (BUILDING 1) WEST ELEVATION - FACING BUS LOADING AREA

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



ADMINISTRATION (BUILDING 1) EAST ELEVATION - FACING NEW SALEM HIGHWAY



ADMINISTRATION (BUILDING 1) WEST ELEVATION - FACING PASSENGER TRANSIT STATION

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

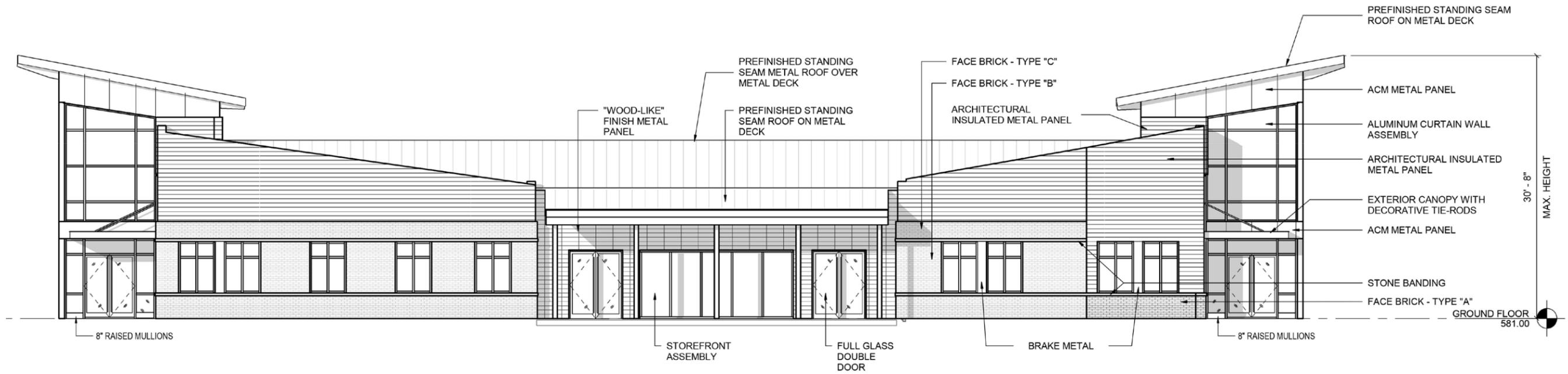


ADMINISTRATION (BUILDING 1) NORTH ELEVATION - FACING CHURCH AND BRIDGE AVENUE

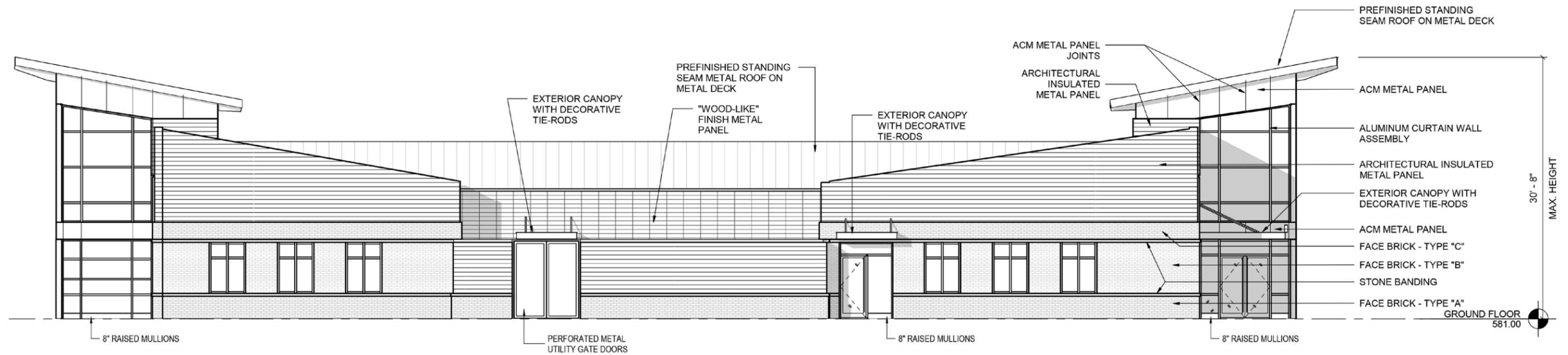


ADMINISTRATION (BUILDING 1) SOUTH ELEVATION - FACING INDUSTRIAL USE

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

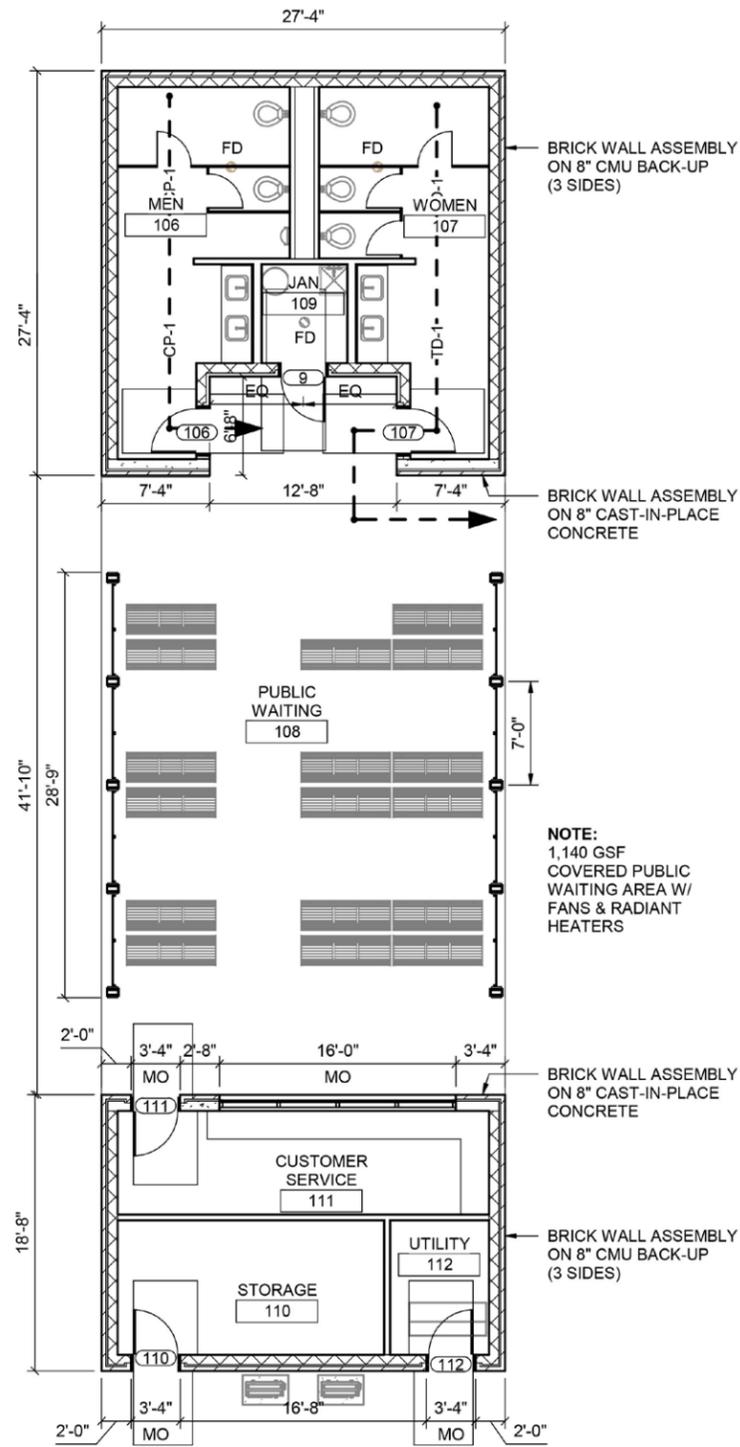


ADMINISTRATION (BUILDING 1) NORTH ELEVATION - FACING CHURCH AND BRIDGE AVENUE



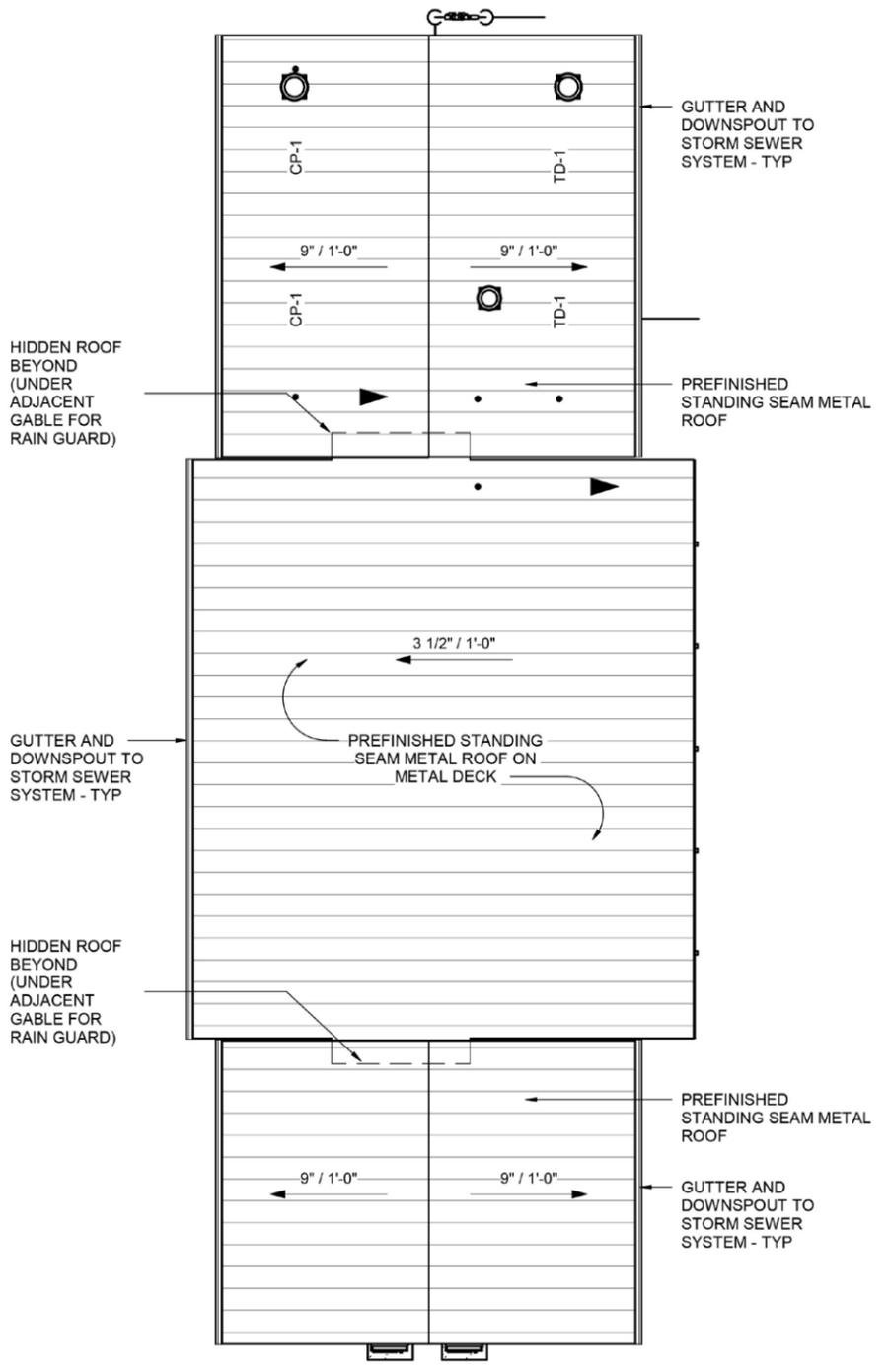
ADMINISTRATION (BUILDING 1) SOUTH ELEVATION - FACING INDUSTRIAL USE

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

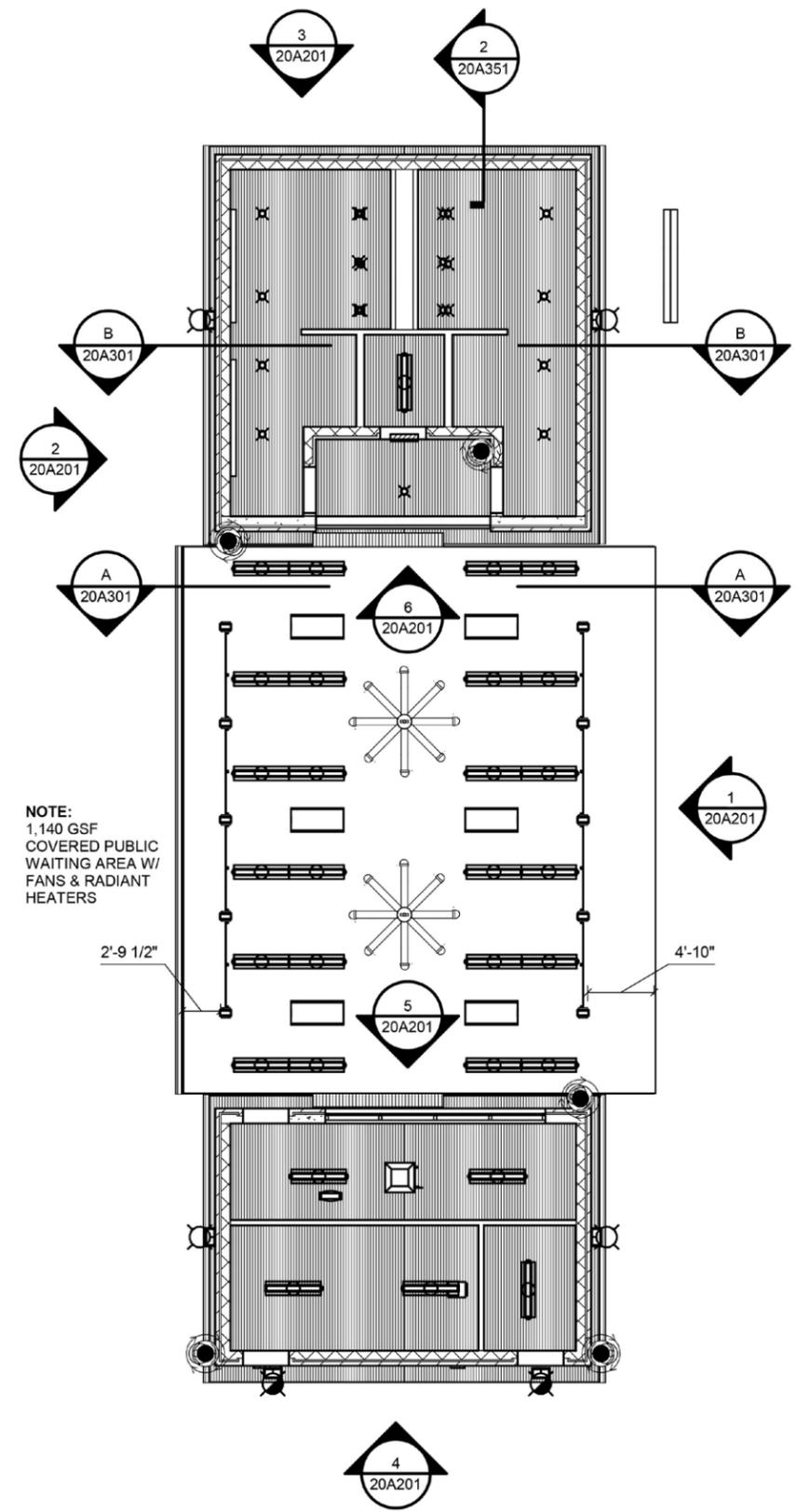


ENCLOSED AREA ≈ 1,175 SF
 COVERED EXTERIOR AREA ≈ 1,144 SF

FLOOR PLAN



ROOF PLAN

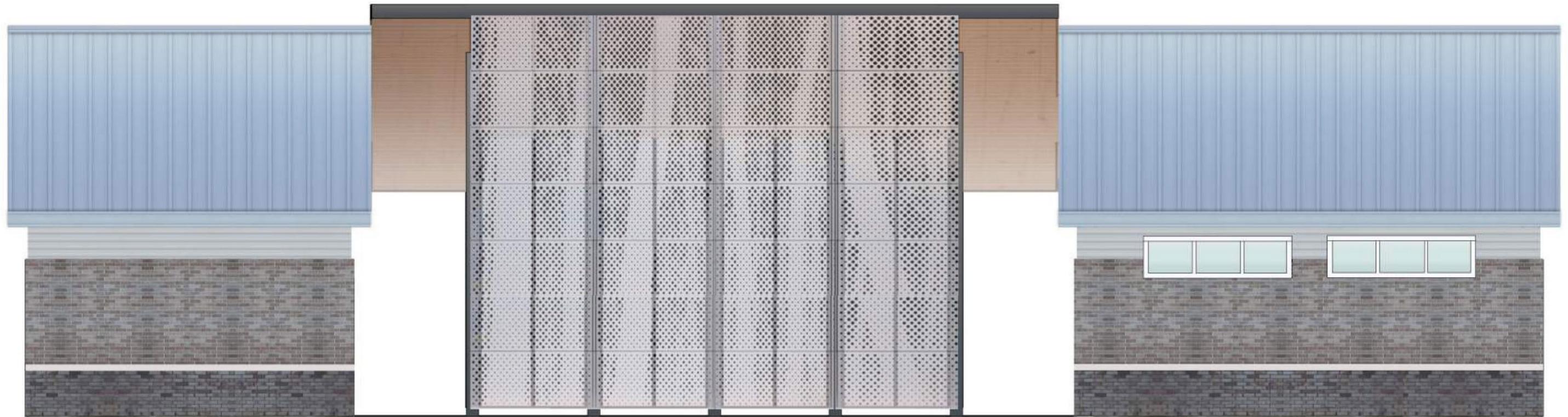


REFLECTED CEILING PLAN

PASSENGER TRANSIT STATION (BUILDING 2) (1,175 SF)

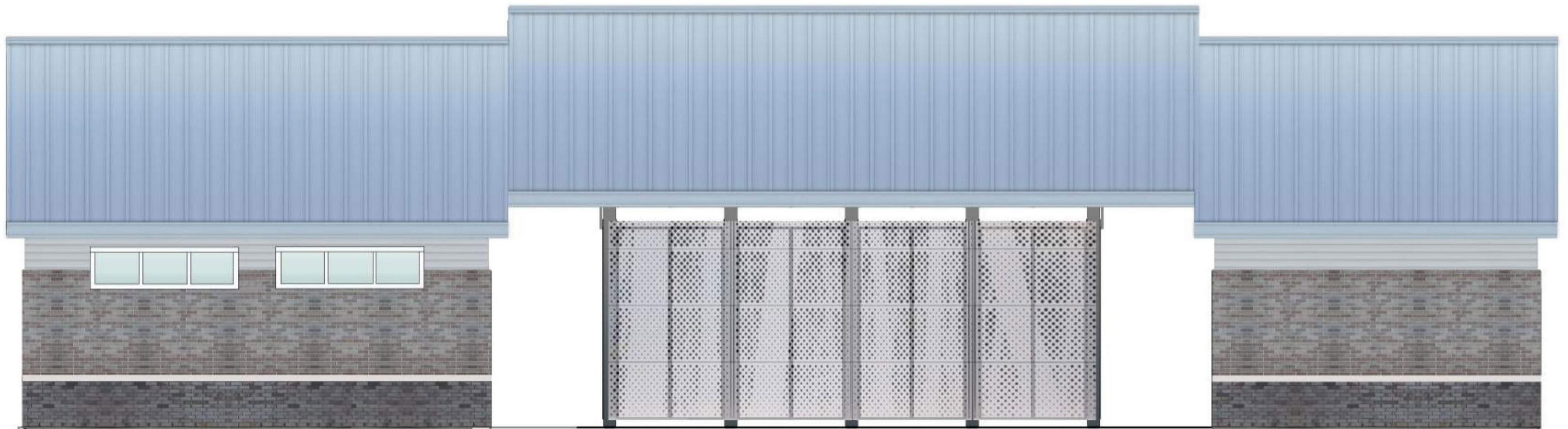
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

EXAMPLES OF PERFORATED METAL PANEL



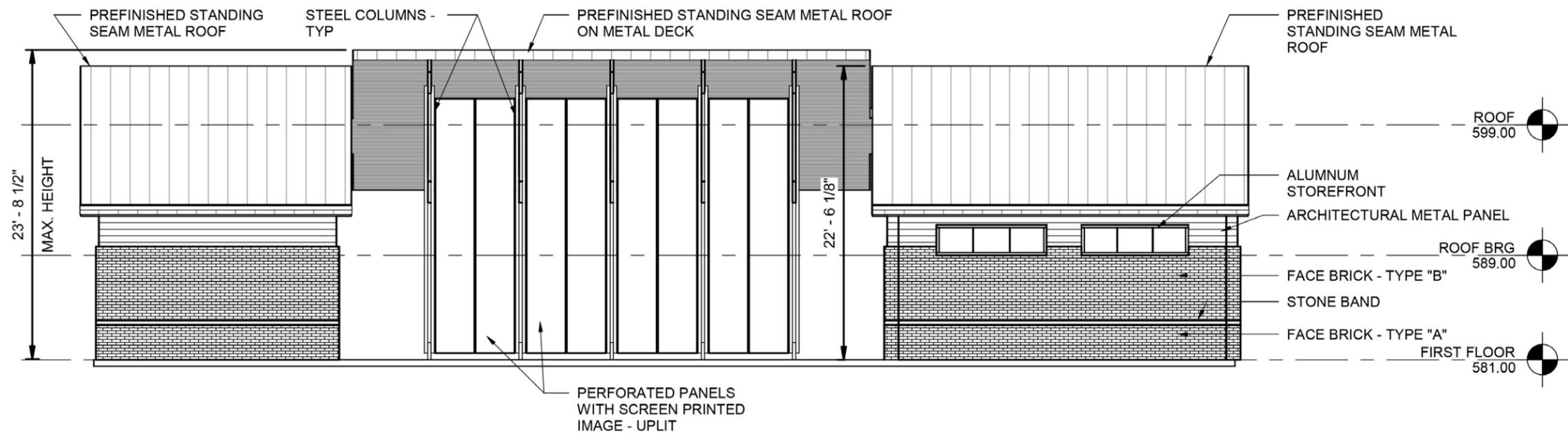
PASSENGER TRANSIT STATION (BUILDING 2) EAST ELEVATION - FACING ADMINISTRATIVE BUILDING 1 & NEW SALEM HIGHWAY

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

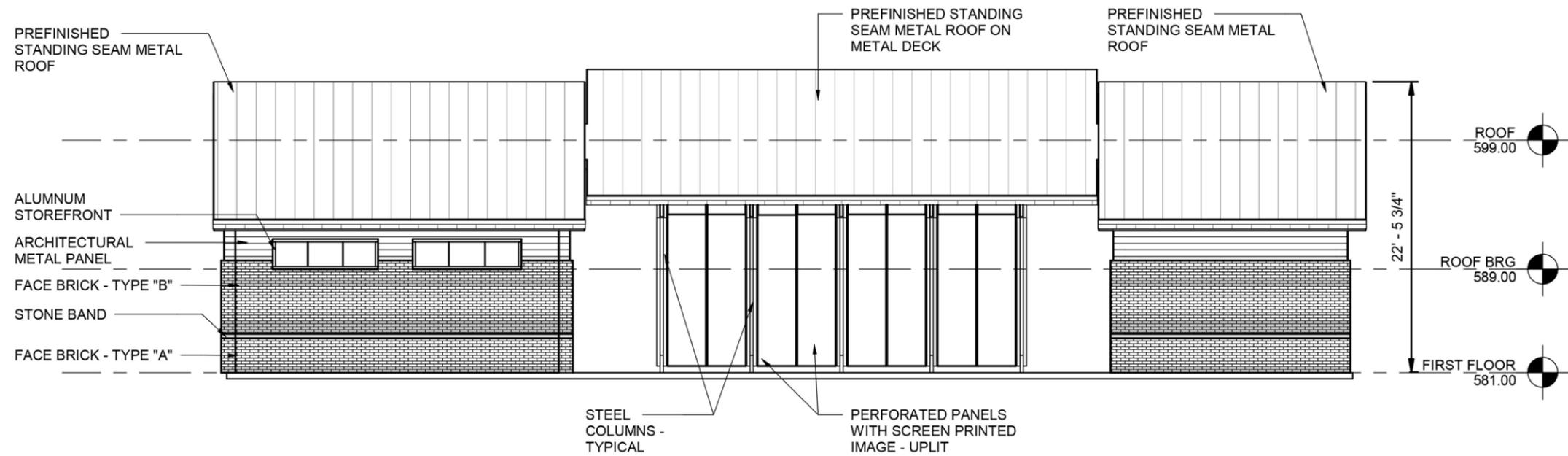


PASSENGER TRANSIT STATION (BUILDING 2) WEST ELEVATION - FACING STORMWATER MANAGEMENT AREA

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



PASSENGER TRANSIT STATION (BUILDING 2) EAST ELEVATION - FACING ADMINISTRATION BUILDING 1

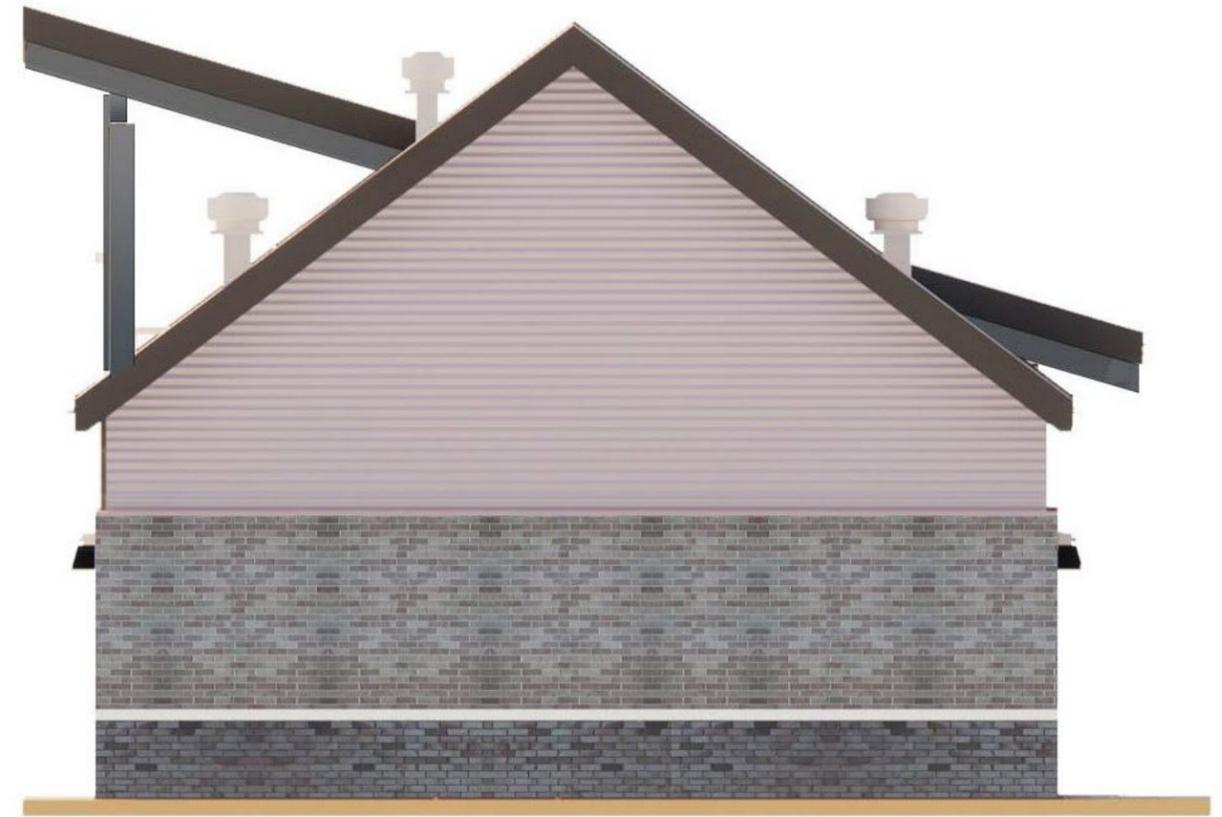


PASSENGER TRANSIT STATION (BUILDING 2) WEST ELEVATION - FACING STORMWATER MANAGEMENT AREA

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

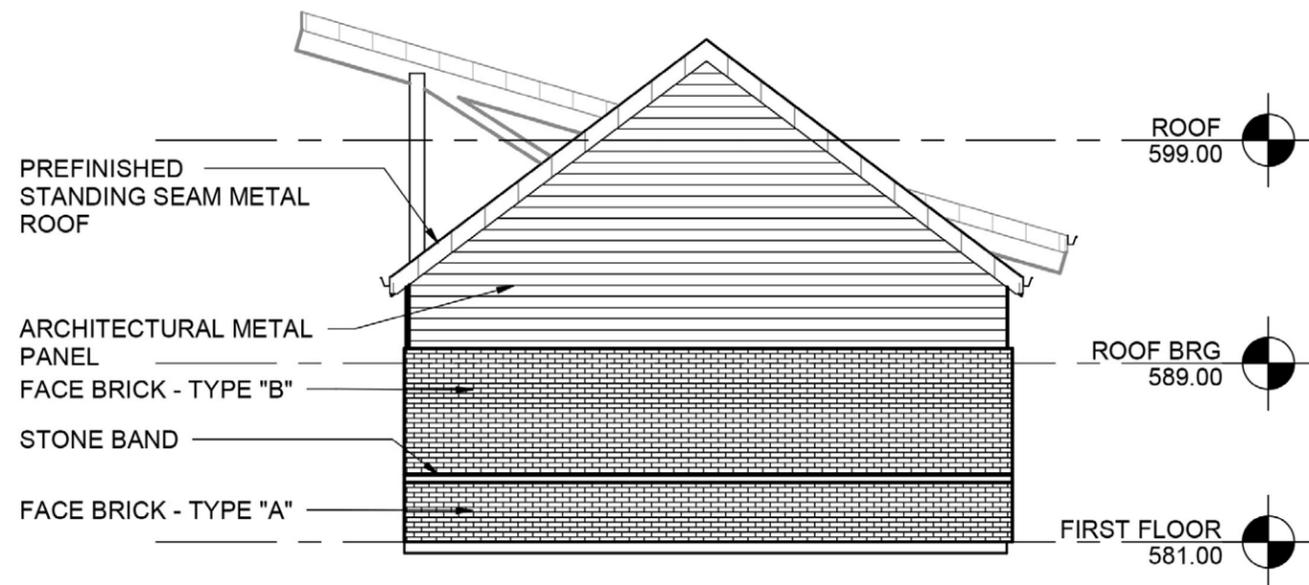


PASSENGER TRANSIT STATION (BUILDING 2) SOUTH ELEVATION - FACING ADJACENT INDUSTRIAL PROPERTY

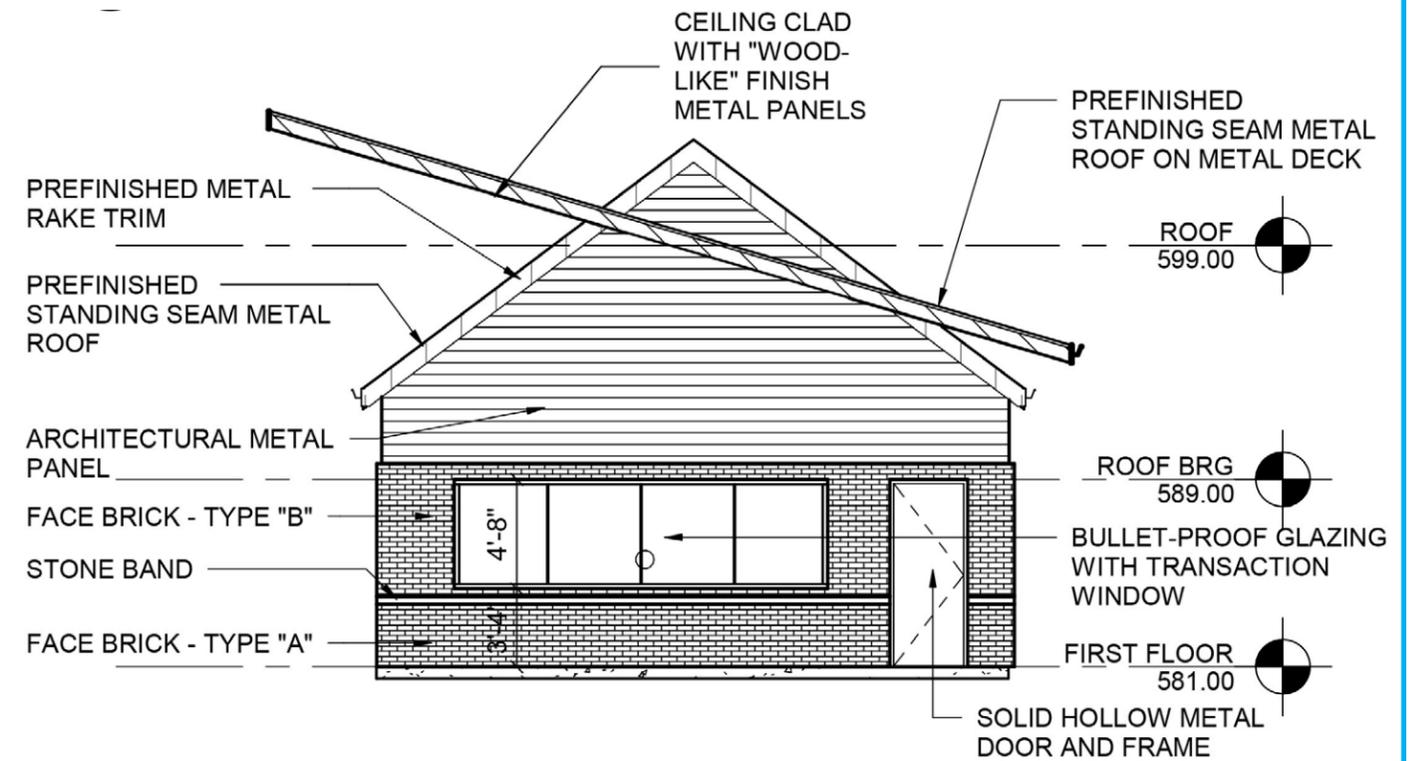


PASSENGER TRANSIT STATION (BUILDING 2) NORTH ELEVATION - FACING BRIDGE AVENUE

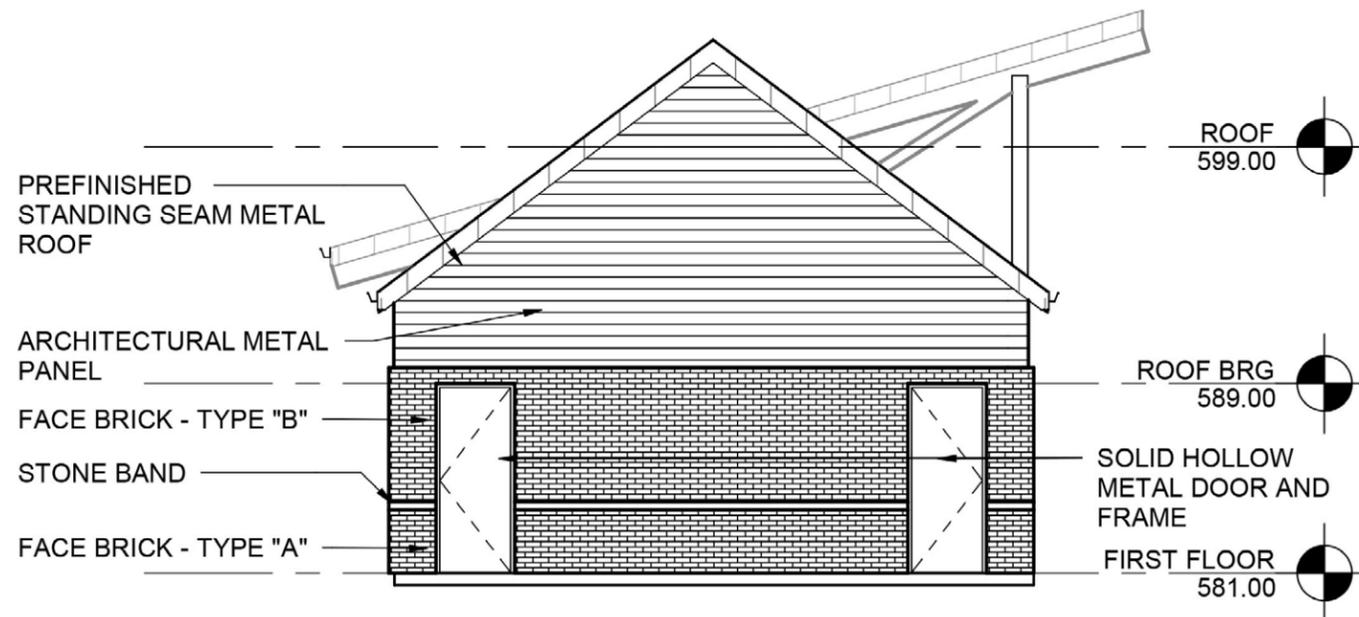
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



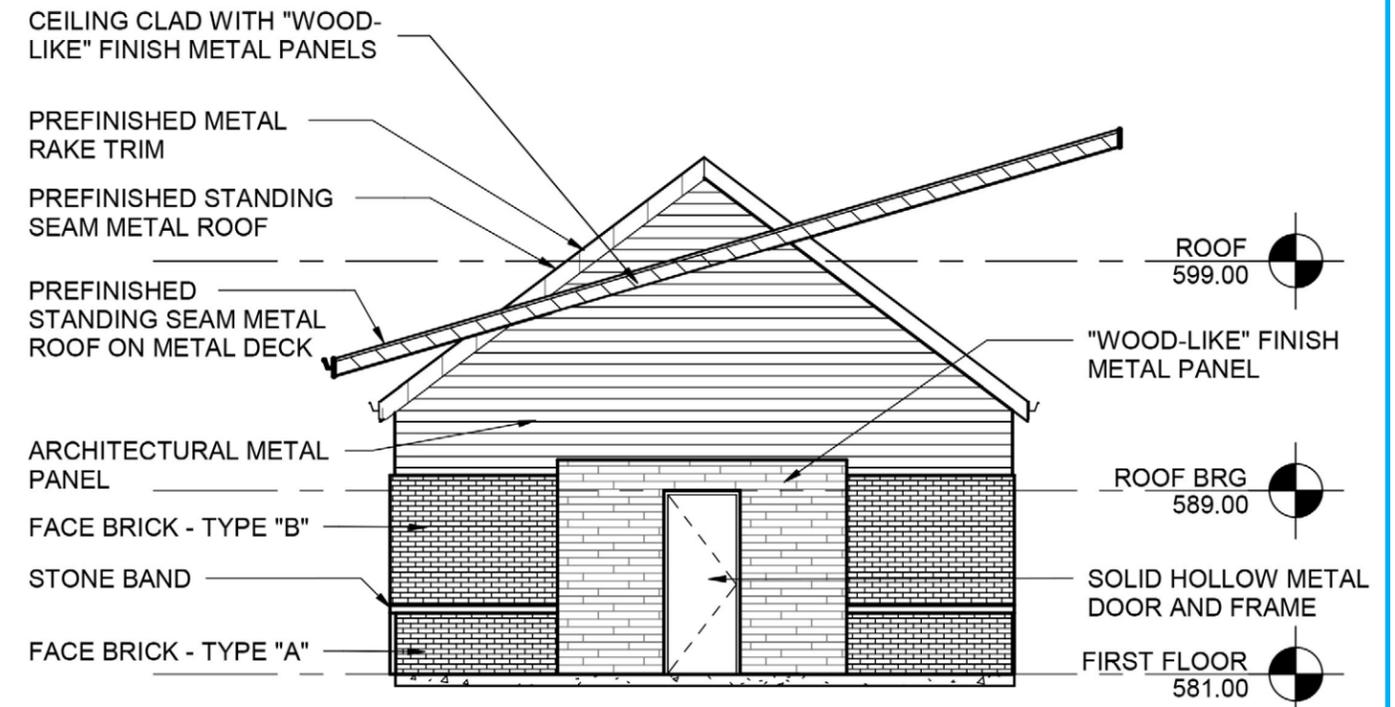
PASSENGER TRANSIT STATION (BUILDING 2) NORTH ELEVATION - FACING BRIDGE AVENUE



PASSENGER TRANSIT STATION (BUILDING 2) - CUSTOMER SERVICE WINDOW

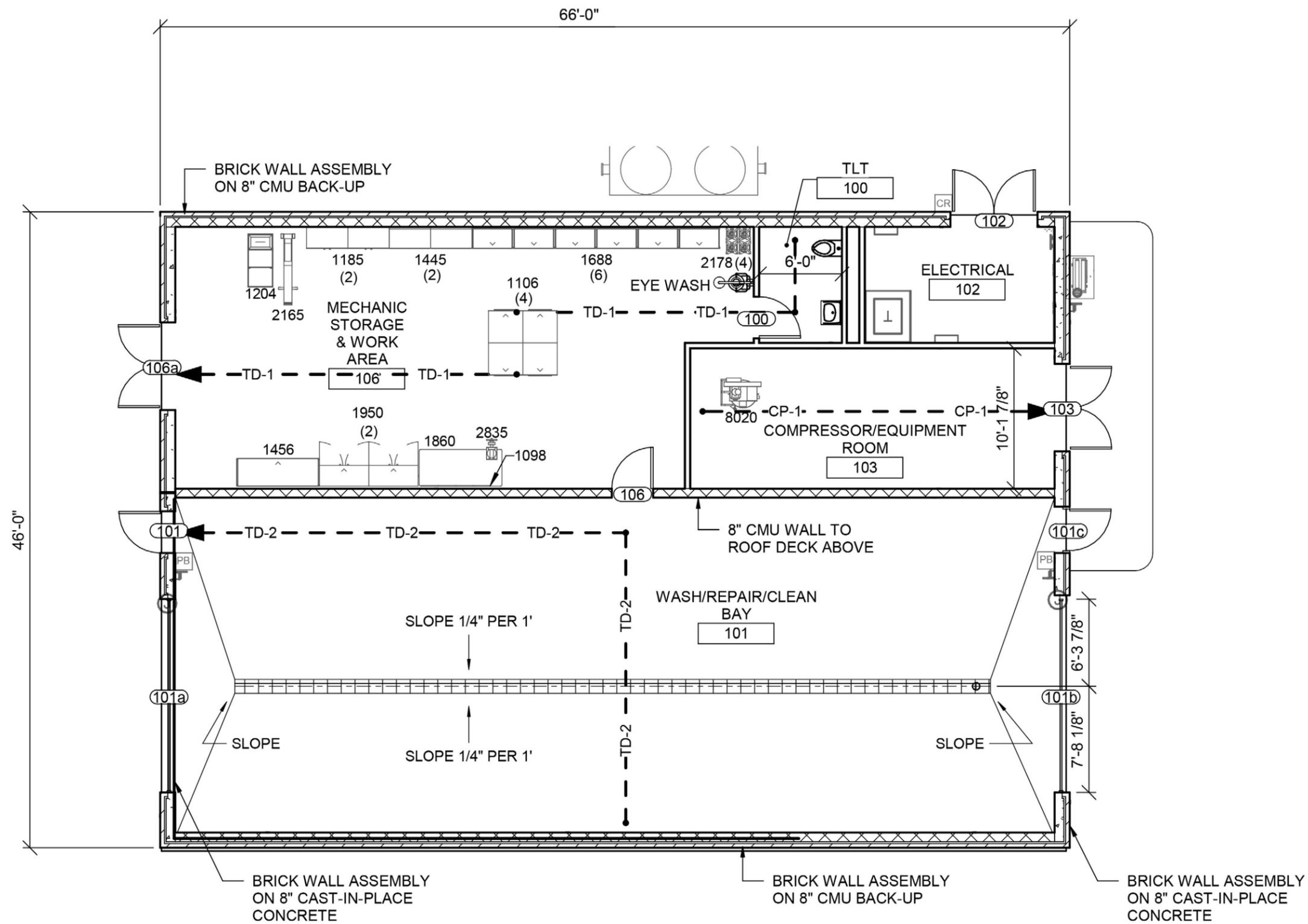


PASSENGER TRANSIT STATION (BUILDING 2) SOUTH ELEVATION - FACING ADJACENT INDUSTRIAL PROPERTY



PASSENGER TRANSIT STATION (BUILDING 2) - RESTROOM ENTRANCE

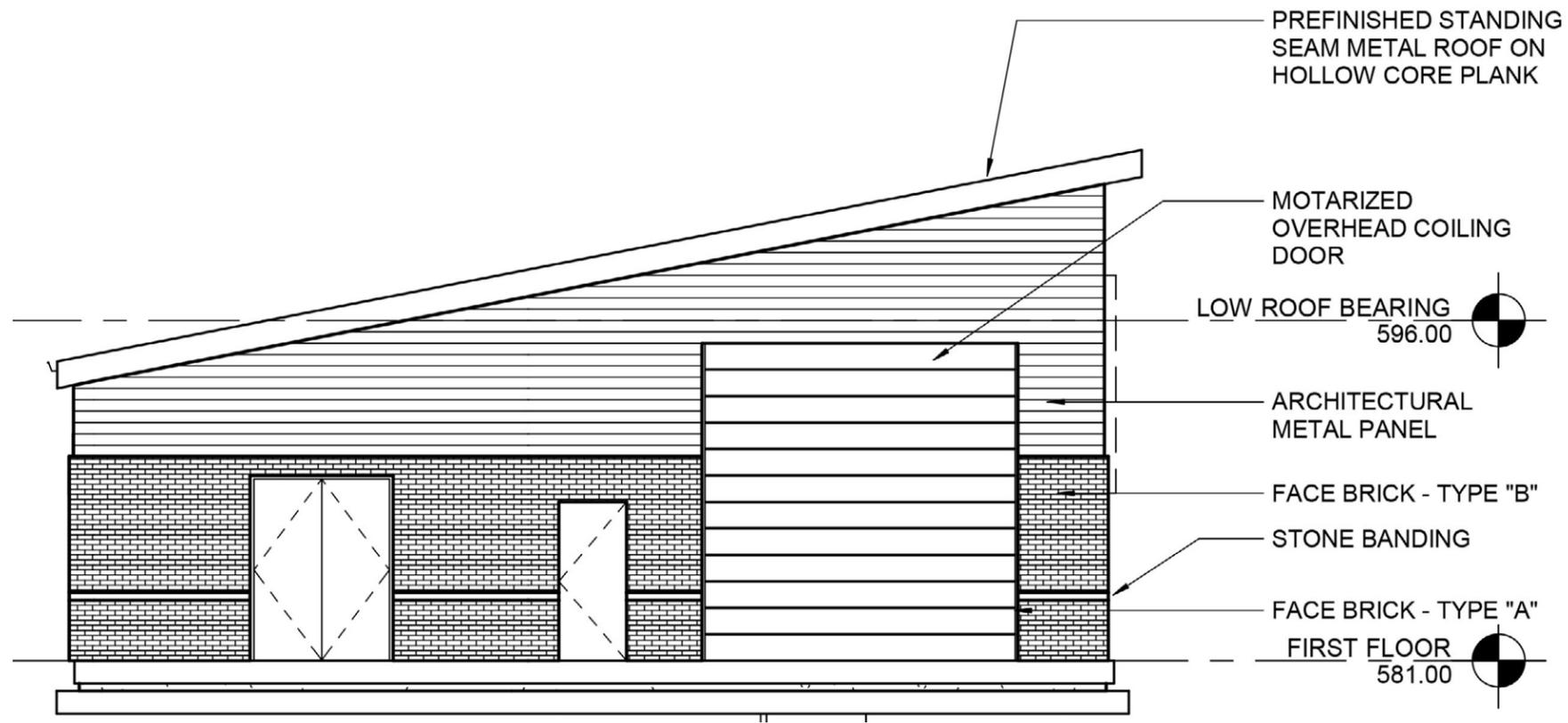
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



FLOOR PLAN

BUS MAINTENANCE (BUILDING 3) (3,060 SF)

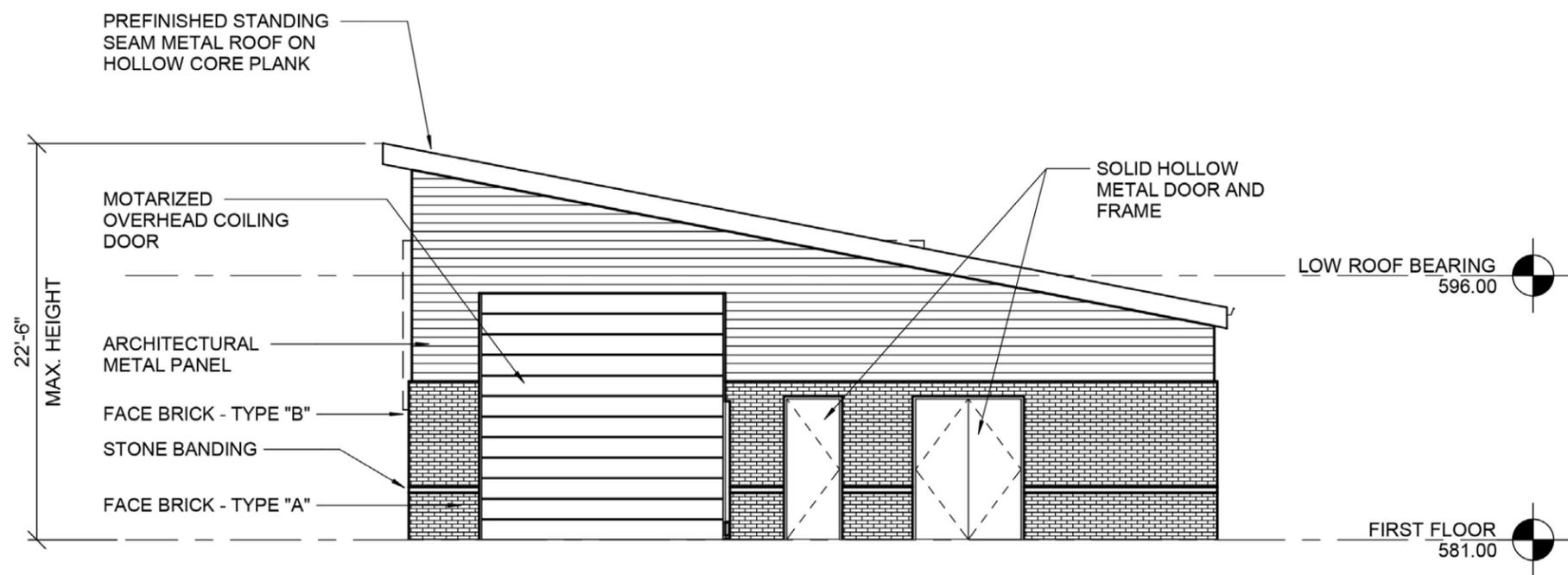
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



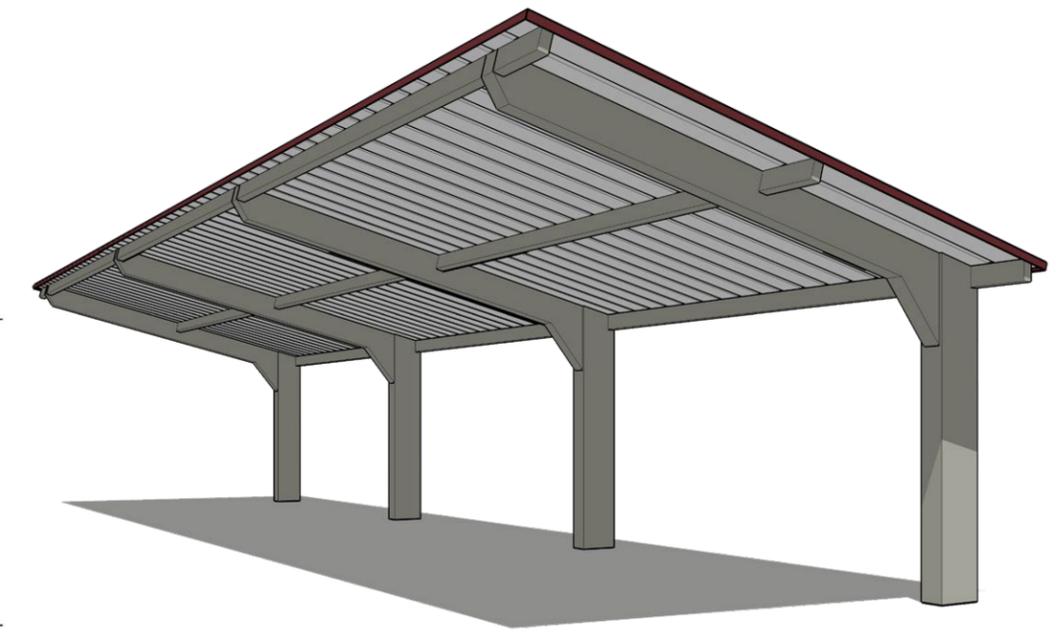
BUS MAINTENANCE (BUILDING 3) WEST ELEVATION - FACING ADJACENT RESIDENTIAL PROPERTY



BUS BERTH CANOPY EXAMPLE 1

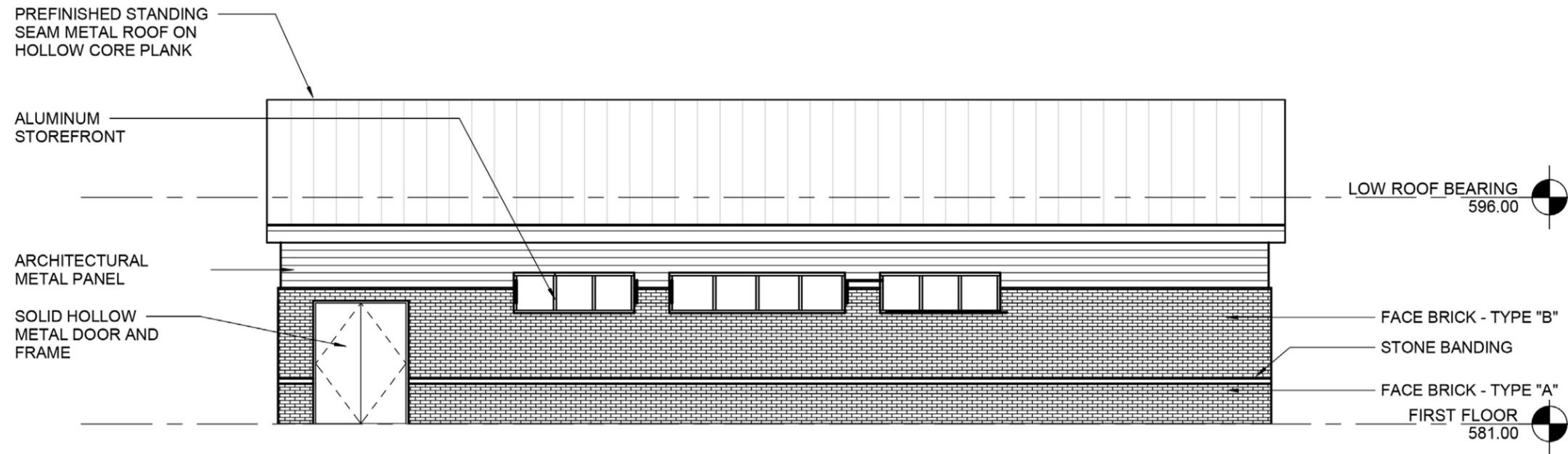


BUS MAINTENANCE (BUILDING 3) NORTH ELEVATION - FACING ADMINISTRATION BUILDING 1 & NEW SALEM HIGHWAY

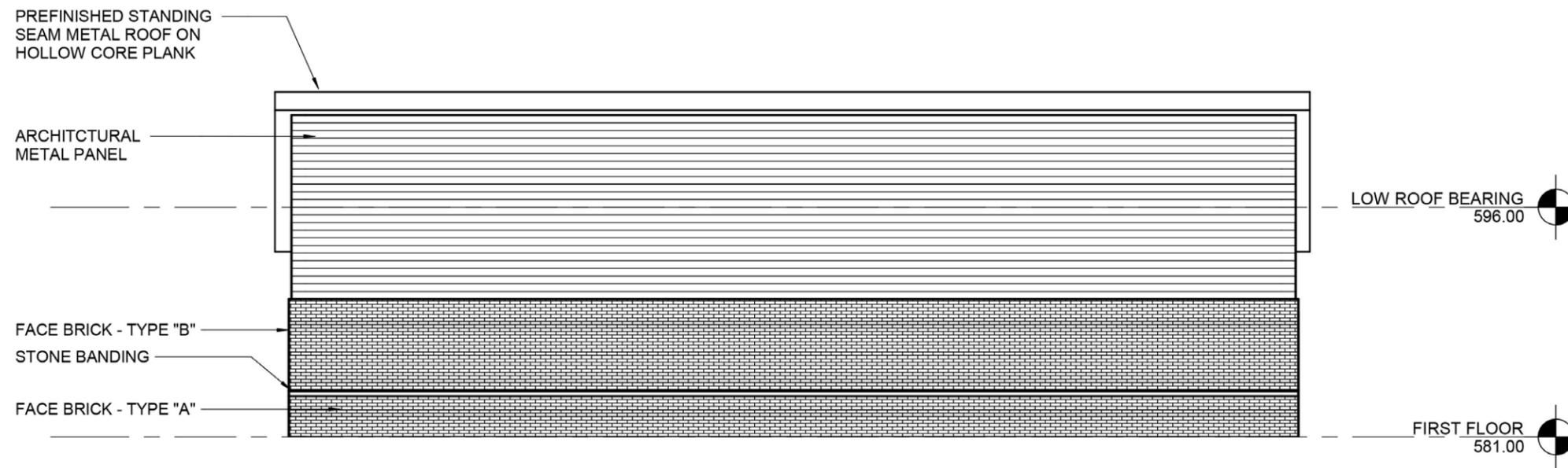


BUS BERTH CANOPY EXAMPLE 2

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



BUS MAINTENANCE (BUILDING 3) NORTH ELEVATION - FACING STORMWATER MANAGEMENT AREA



BUS MAINTENANCE (BUILDING 3) SOUTH ELEVATION - FACING ADJACENT INDUSTRIAL PROPERTY

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

Architectural Material Examples:

metals

-  standing seam metal roof - light blue
-  "wood-like" finish metal panel
-  architectural metal panel - grey
-  perf. metal panel w/ imagery
-  trim metal - black
-  ACM panel - dark grey
-  aluminum brake metal - light grey

glazing

-  aluminum curtainwall - green glazing

masonry

-  stone banding
-  brick type C - Coarse Velour (Brown)
-  brick type B - Ashberry Velour
-  brick type A - Manganese Ironspot

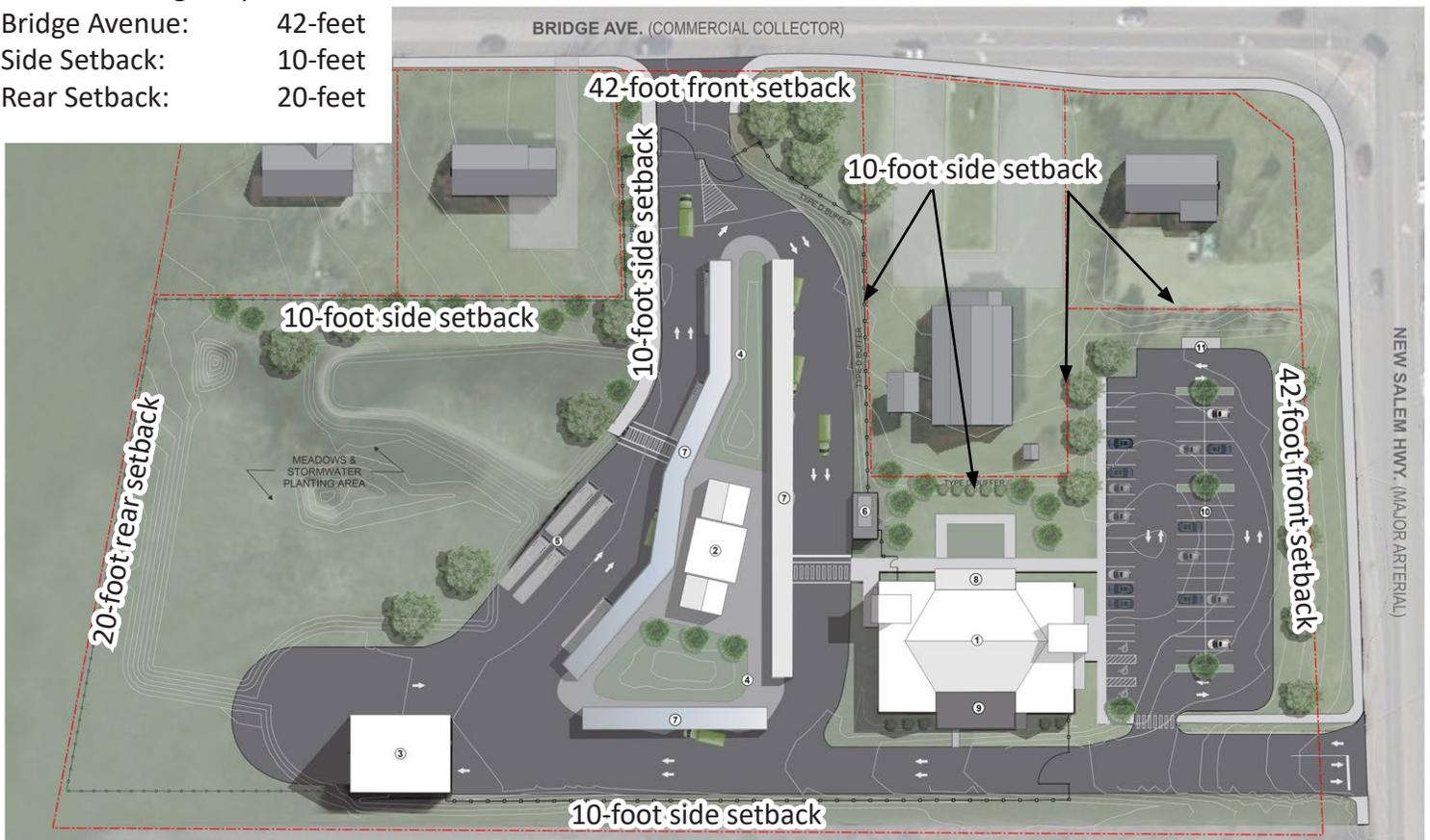
Architectural Characteristics:

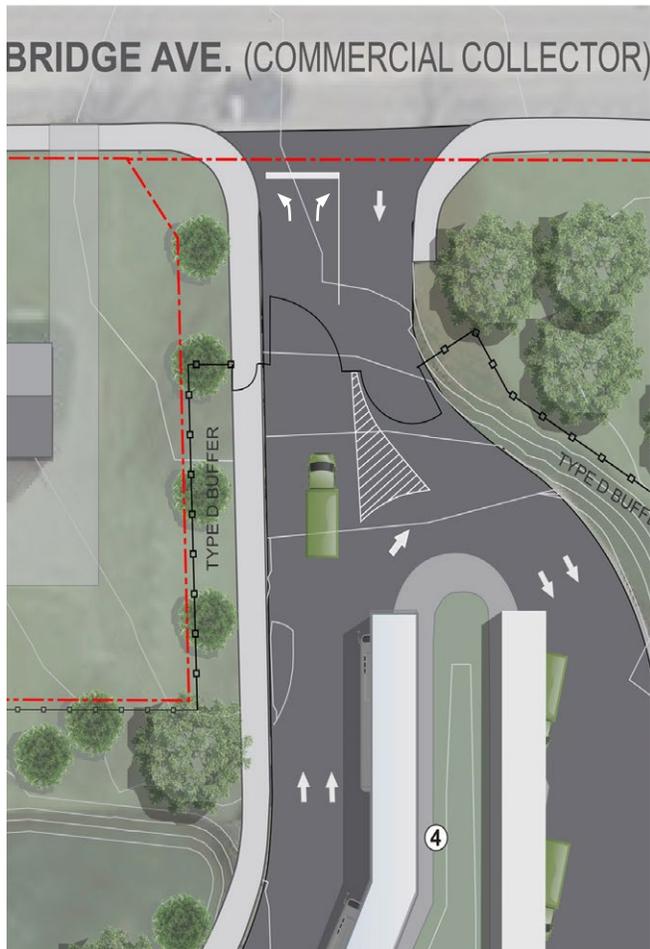
- Building heights shall not exceed 35-feet in height
- All buildings will be single story

*Building materials shown are conceptual and meant to convey the overall use and character of the proposed buildings within this development. Different colors and/or patterns of the provided materials will be allowed. Final building materials will be provided with architectural plans during site plan approval process.

Building Setbacks

- New Salem Highway: 42-feet
- Bridge Avenue: 42-feet
- Side Setback: 10-feet
- Rear Setback: 20-feet





Pursuant to the City of Murfreesboro’s 2040 Major Thoroughfare Plan (MTP), there are improvements planned for roadways around the site. New Salem Highway is planned to be expanded to a 5-lane roadway in the near future.

Bridge Avenue and New Salem Highway are two major thoroughfares where the majority of vehicular trips generated by this development will impact existing surrounding roadways.

The main entrance for bus traffic shall be located along Bridge Avenue. The entrance for employees and visitors vehicles shall be located along New Salem Highway. The New Salem Highway entrance (Figure 22.2) is proposed to incorporate three travel lanes for proper circulation into and out of the development. There will be a dedicated left and right out of the development as well as single lane for traffic entering the development. The Bridge Avenue entrance (Figure 22.1) is proposed to incorporate three travel lanes for proper circulation into and out of the development onto Bridge Avenue for Transit Vehicles. Automatic gates will reduce traffic conflicts due to the clockwise traffic flow to keep passenger(s) close to the covered canopies.

All drives and parking areas within the development will be built in accordance with the Murfreesboro Street Standards.

Not To Scale 

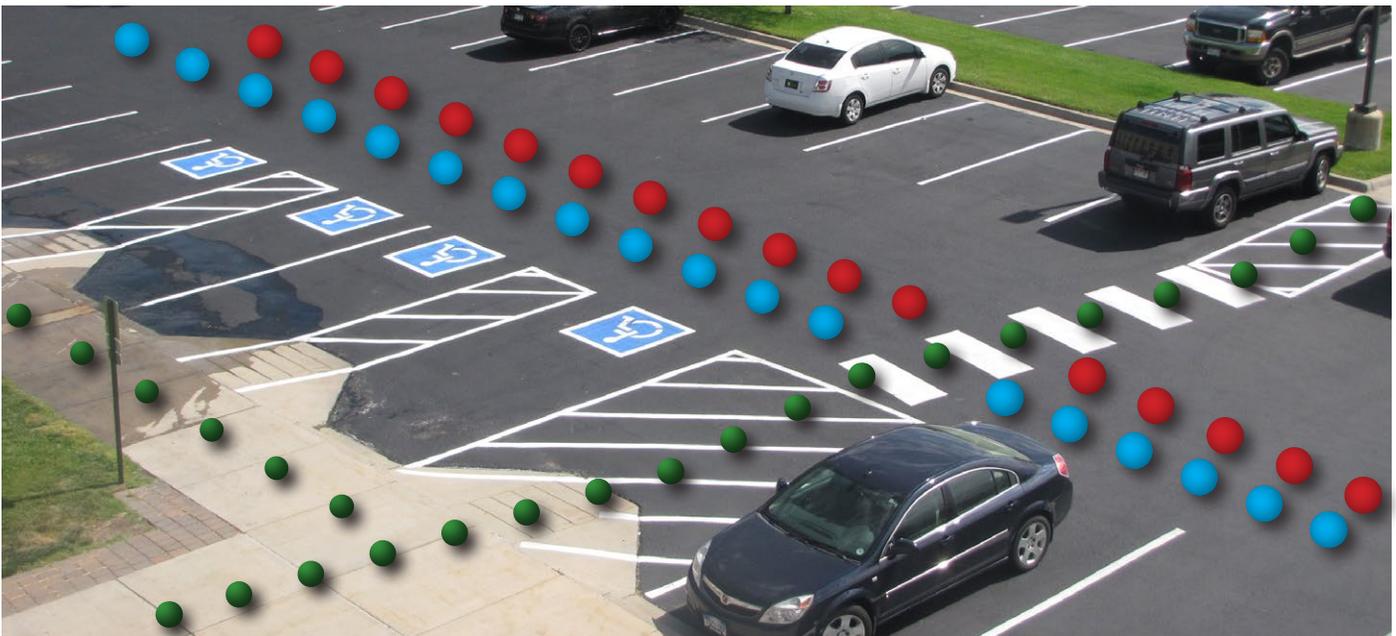
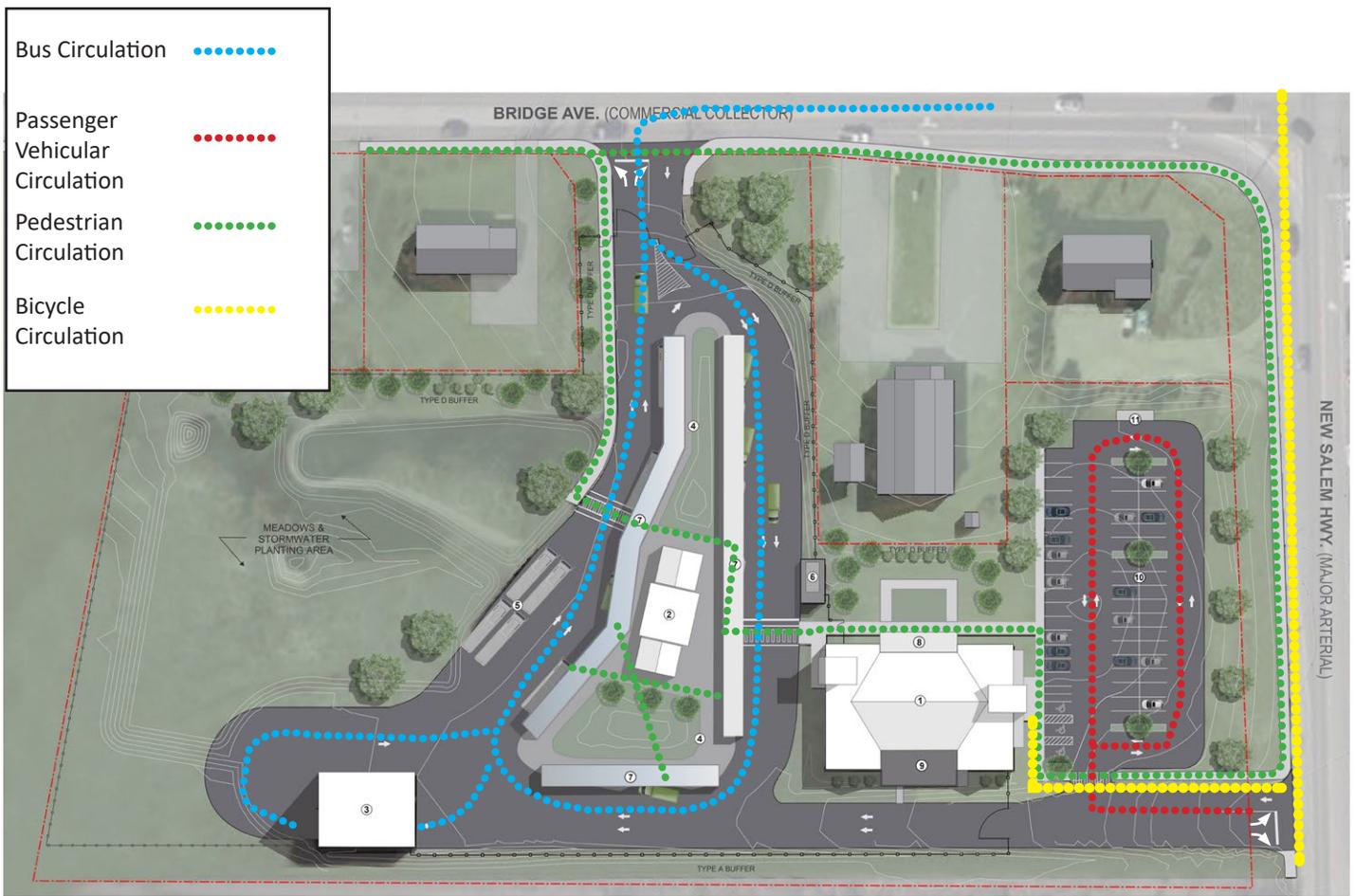
Figure 22.1

The property will include arm and swing gates at both entrances. The gates will be open during the day and closed at night. If the gates are motorized, they will comply with fire department requirements for Yelp Mode.



Figure 22.2

Not To Scale 



In areas where pedestrian and vehicular traffic conflict, striped cross-walks shall be provided. An example of a typical crosswalk can be seen above. The pedestrian circulation within the site will be connected to the existing and/or future sidewalks along New Salem Highway and Bridge Avenue. Bicycle racks shall be provided to accommodate bicycle traffic coming into the site.



- 15' Wide Type 'D' Buffer
- 10' Wide Type 'A' Buffer
- 10' Wide Perimeter/Screening Planting Yard



not to scale

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) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii x plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUND COVER



(G)



(H)



(I)



(J)

LANDSCAPE BUFFER: EVERGREEN TREES



Example of 6-ft Decorative Aluminum Fence



Example of 6-ft Black Anti-Climb Fence

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the community and employees, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- Buildings 1, 2, & 3 shall have 3-foot planting beds along the foundation, except at doorways and walkways so as to not impede the vehicular or pedestrian circulation on the site.
- A minimum 10 feet of landscape area between parking and all property lines.
- All parking lots shall be screened from public rights-of-way screened by the use of landscaping and/or berms.
- Any portion of the property adjacent to residential uses shall be planted with a 15-foot wide Type 'D' Landscape buffer.
- The southern property line shall consist of a 10' wide Type 'A' Buffer.
- Buffers shall be planted to the Murfreesboro Landscape Screening Standards outlined in Section 27 of the Murfreesboro Zoning Ordinance.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- Solid waste enclosure shall be screened with a masonry wall and enhanced with landscaping.
- Proposed landscaping shall conform to the City of Murfreesboro's landscaping ordinance and will be reviewed at site plan level to confirm compliance.

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 Pages 4-9 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 and photographs on Pages 4-9 provide the required information to meet the aforementioned requirements. Portions of the property are subject to floodplains, and the site ultimately drains to West Fork Stones River.

3.) A plot plan, aerial photograph, or combination there of 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 Pages 4-9 provide the required information to meet the aforementioned requirements.

4.) A drawing defining the location and area to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Page 12 is the exhibit showing the concept plan that defines the locations of buildings, parking. Page 13 contains site standards, while Pages 28-29 illustrate ingress/egress points as well as site circulation.

5.) a circulation diagram indicating the proposed principal movement of vehicles, bicycles, goods, and pedestrians within the development to and from existing thoroughfares;

Response: Page 29 shows the proposed principal movement of pedestrians, bicycles, and vehicles through the site.

6.) 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;

(bb) the order in which the phases of the project will be built; and,

(cc) the minimum area and the approximate location of common space and public improvements that will be required at each phase.

Response: The project is anticipated to be developed in one phase. Development is anticipated to begin within 180 days of rezoning approval.

7.) A written statement generally describing the relationship of the 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 Murfreesboro (2035) Future Land-use Plan characterizes this area to be Auto-Urban (General) Commercial Character (GC), as shown on Page 7. This land-use type correlates strongly with the proposed transit center. The uses affiliated with this future land use are of expansive drives and parking areas, automobile service areas, hotel/motels, and big box stores. The proposed development's uses aligns with the needs of the General Commercial Character of the area. The recommended zoning type for these uses include Commercial Highway (CH) and Planned Developments.

8.) 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 setback, lot size, lot width, and building height exceptions to the comparative CH zone district with this PND.

SETBACKS	CH	PND	DIFFERENCE	PND - INTERNAL	DIFFERENCE
New Salem Highway	42.0'	42.0'	0.0'	NA	NA
Bridge Avenue	42.0'	42.0'	0.0'	NA	NA
Side Setback	10.0'	10.0'	0.0'	10	0.0
Rear Setback	20.0'	20.0'	0.0'	20	0.0
Minimum Lot Size	N/A	N/A	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A	N/A	N/A
Maximum Building Height	75.0'	35.0'	-40.0'	N/A	N/A

9.) 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 PND, as there are no requirements for these in the comparative CH zone district.

	PND	CH
TOTAL SITE AREA	236,530 s.f.	N/A
TOTAL MAXIMUM FLOOR AREA	13,932 s.f.	N/A
TOTAL LOT AREA	(5.43 AC) 236,530 s.f.	N/A
TOTAL BUILDING COVERAGE	13,932 s.f.	N/A
TOTAL DRIVE/ PARKING AREA	80,013 s.f.	N/A
TOTAL RIGHT-OF-WAY	N/A	N/A
TOTAL LIVABLE SPACE	N/A	N/A
TOTAL OPEN SPACE	(49%) 116,405 s.f.	20%
FLOOR AREA RATIO (F.A.R.)	0.06	N/A
LIVABILITY SPACE RATIO (L.S.R.)	0.60	N/A
OPEN SPACE RATIO (O.S.R.)	0.94	N/A

10.) 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 , Airport Overlay District, Historic District, Planned Signage Overlay District, or the City Core Overlay District. No portion of the property is within the floodway, however a portion of this property does lie within the 100-year and 500-year floodplains, according to the current FEMA Map Panel 47149C0260H Eff. Date 01/05/2007.

11.) 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: The proposed development does not immediately effect a road recognized by the Murfreesboro Major Thoroughfare Plan that is recommended for improvements. New Salem Highway expansions and ROW dedications are currently in progress. South Molloy Lane is approximately 170' west of the project site and is anticipated to align with West Main Street on Bridge Avenue.

12.) 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: See Page 2 for applicant and involved parties.

13.) 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. And an exterior lighting plan.

Response: Architectural renderings, plans, and perspectives are provided on pages 14-26. With a written description on Page 27. A lighting plan shall be submitted at the site plan level.

14.) The application shall include a description of proposed signage for the development including calculations of square footage and height. 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 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: Monument signage description can be found on Page 13 along with a sample image. Signage will be classified as monument signs and restricted to 40 face feet of signage per sign as per the Murfreesboro sign ordinance. All signs shall be constructed of masonry material and anchored with landscaping, and their approval is required under separate permit.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 14, 2021

6:00 PM

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Rick LaLance
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Asst. Planning Director
Margaret Ann Green, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Dev't Services Executive Dir.

1. Call to order:

Mr. Greg McKnight called the meeting to order at 6:00 p.m. He explained that he would be conducting the meeting as Chair Pro Tem until the Election of Chair and Vice Chair was completed. Once elected he would turn the meeting over to the new Chair.

2. Determination of a quorum.

Mr. McKnight determined that a quorum was present.

3. Approve minutes of the May 19, 2021, June 2, 2021, and June 16, 2021 Planning Commission meetings.

Mr. Ken Halliburton moved to approve the Minutes of the May 19, 2021, June 2, 2021, and June 16, 2021 Planning Commission meetings; the motion was seconded by Mr. Shawn Wright. There being no further discussion, the motion carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Rick LaLance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 14, 2021

Nay: None.

Mandatory Referral and Right-of-way Abandonment [2021-708] to consider abandonment of the right-of-way of Essex Court, Murfreesboro Housing Authority applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Mr. Shawn Wright made a motion to approve the Mandatory Referral and Right-of-way Abandonment of Essex Court subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Rick LaLance
Chase Salas
Shawn Wright

Nay: None.

Zoning application [2021-413] for approximately 5.4 acres located along Bridge Avenue and New Salem Highway to be rezoned from RS-10 to PND (Transit Center PND), City of Murfreesboro applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 14, 2021

Mr. Matt Taylor of SEC (design engineer), Mr. Brandon Harvey (architect), and Mr. Jim Kerr, City Transportation Director, were in attendance representing the application. Mr. Taylor gave a PowerPoint presentation of excerpts from the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. LaLance wanted to know if the existing buffer with mature trees could be saved. Mr. Taylor stated they would try to keep as much of the vegetation as possible at the rear of the site; however, the property drains to a closed depression area that would be excavated significantly. At the perimeter they would try to keep a 10–15-foot natural vegetation area to the extent that they could. Vice-Chairman Ken Halliburton wanted to know the hours of operation. Mr. Taylor answered 6:00 a.m. to 6:00 p.m.

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

Mr. LaLance asked if there had been any feedback from the neighboring church. Mr. Jim Kerr stated they met with the church back in November 2020 and showed them the preliminary plan. In addition, he said that will send to the church information from tonight's meeting for their use.

There being no further discussion Mr. Rick LaLance made a motion to approve the zoning application subject to all staff comments, seconded by Mr. Shawn Wright, and the motion carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Rick LaLance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 14, 2021

Chase Salas

Shawn Wright

Nay: None.

6. New Business

Annexation petition and plan of services [2021-505] for approximately 262.5 acres located along the west side of Lebanon Pike and including 4.5 acres of Lebanon Pike right-of-way, City of Murfreesboro (for the US Army Corps of Engineers and TDOT) applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chairman Ken Halliburton wanted to know what was the purpose to annex this property and right-of-way? Ms. Green made known the City would not own the land. It is owned by the US Army Corps of Engineers and TDOT. The City has a lease to maintain and manage a portion of infrastructure on this property. Mr. David Ives stated one of the purposes for this annexation was to clarify the responsibilities for public safety, policing, and security of the area. Under our lease with the Corps of Engineers, the City already has the responsibility to maintain and manage the property as if it were City property. If approved, annexation would clarify public safety responsibilities.

Mr. Rick LaLance made a motion to schedule a public hearing on August 4, 2021, seconded by Vice-Chairman Ken Halliburton, and the motion carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

ORDINANCE 21-OZ-27 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 5.4 acres located along Bridge Avenue and New Salem Highway from Single-Family Residential Ten (RS-10) to Planned Institutional Development (PND) (Transit Center PND); City of Murfreesboro, applicant [2021-413].

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 Institutional Development (PND), 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:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

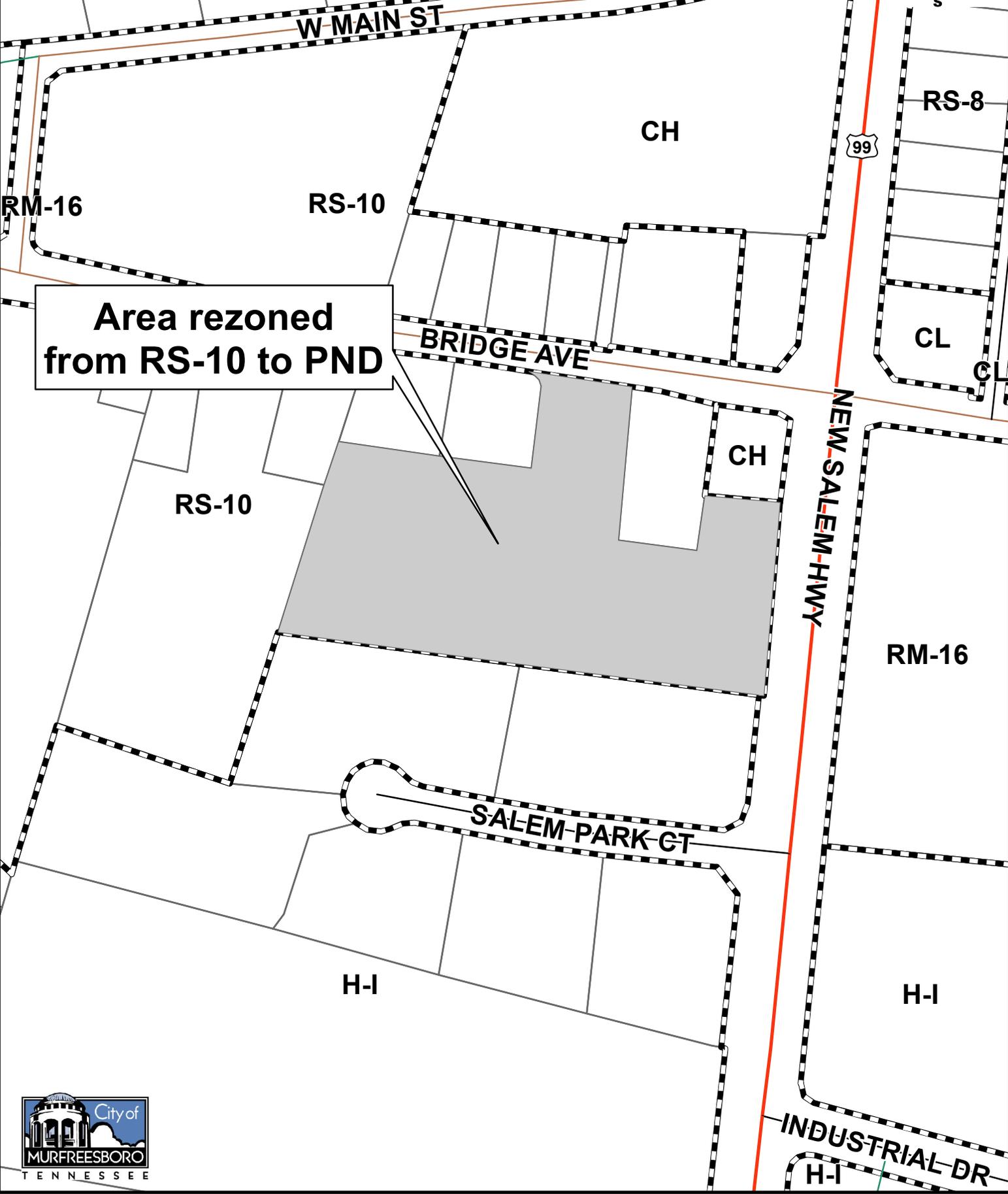
DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

CH

Ordinance 21-OZ-27



**Area rezoned
from RS-10 to PND**



COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Sewer Allocation Variance- Parkwood Court Duplex Lots

Department: Planning

Presented by: Matthew Blomeley, 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

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 3.43 sfu's.

Background Information

On July 21st, the Planning Commission approved a subdivision plat to divide two lots along Parkwood Court into four. The two existing lots are each developed with a duplex. The applicant would like the ability to construct a new duplex on each of the two proposed lots that would be created by this plat. The property is currently zoned Residential Duplex (RD), which permits duplexes by right on lots of a minimum of 8,000 square-feet, but which per the sewer allocation ordinance only allows 2.5 sfu's/acre. Absent this proposed variance, the applicant would be limited to constructing single-family homes on each of the two new lots. Approval of the variance will result in four new connections as opposed to the two new connections that will be allowed if the variance is denied.

A variance will allow the property owner to develop the property consistent with the underlying RD zoning and the existing duplex development pattern on Parkwood Court. In addition, per Water Resources, the sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantage of commercial property tax revenue of greater benefit than the requested additional sewer capacity. (Note: Non-owned-occupied duplexes are assessed at a commercial tax rate.)

Council Priorities Served

Improve economic development

The variance will enable the construction of two new duplexes.

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

The development will generate commercial property tax rate revenue as well as pay one-time development fees.

Attachments

1. Request Letter and Exhibits
2. Memo from MWRD

Parkwood Court Location Map



8/18/21

Variance Request – 2021-2052 Maymont-SecC_lots34&35_FP

To Greg McKnight, Matthew Blomeley, and Valerie Smith,

This is a request for a variance of the water/sewer limitations on the two additional lots being subdivided from the 905/907 Parkwood Ct. and 909/911 Parkwood Ct. addressed lots. The current approved capacity is for only 1 additional unit to be built on each of the new lots. ***Our request for a variance is to increase this to 2 units, a single duplex, on each of the newly created lots.***

The zoning and all other departments are approved for a duplex, water/sewer is the only component that is not set for 2 units per lot. The lot is surrounded by duplex dwellings, so it will also conform to the neighborhood with ease.

If it is at all possible to include this on your upcoming 8/24/21 council meeting, it would be extremely appreciated.

Sincerely,

Jordan Drumel & Ashlee Drumel - Property Owners

SURVEYOR'S NOTES

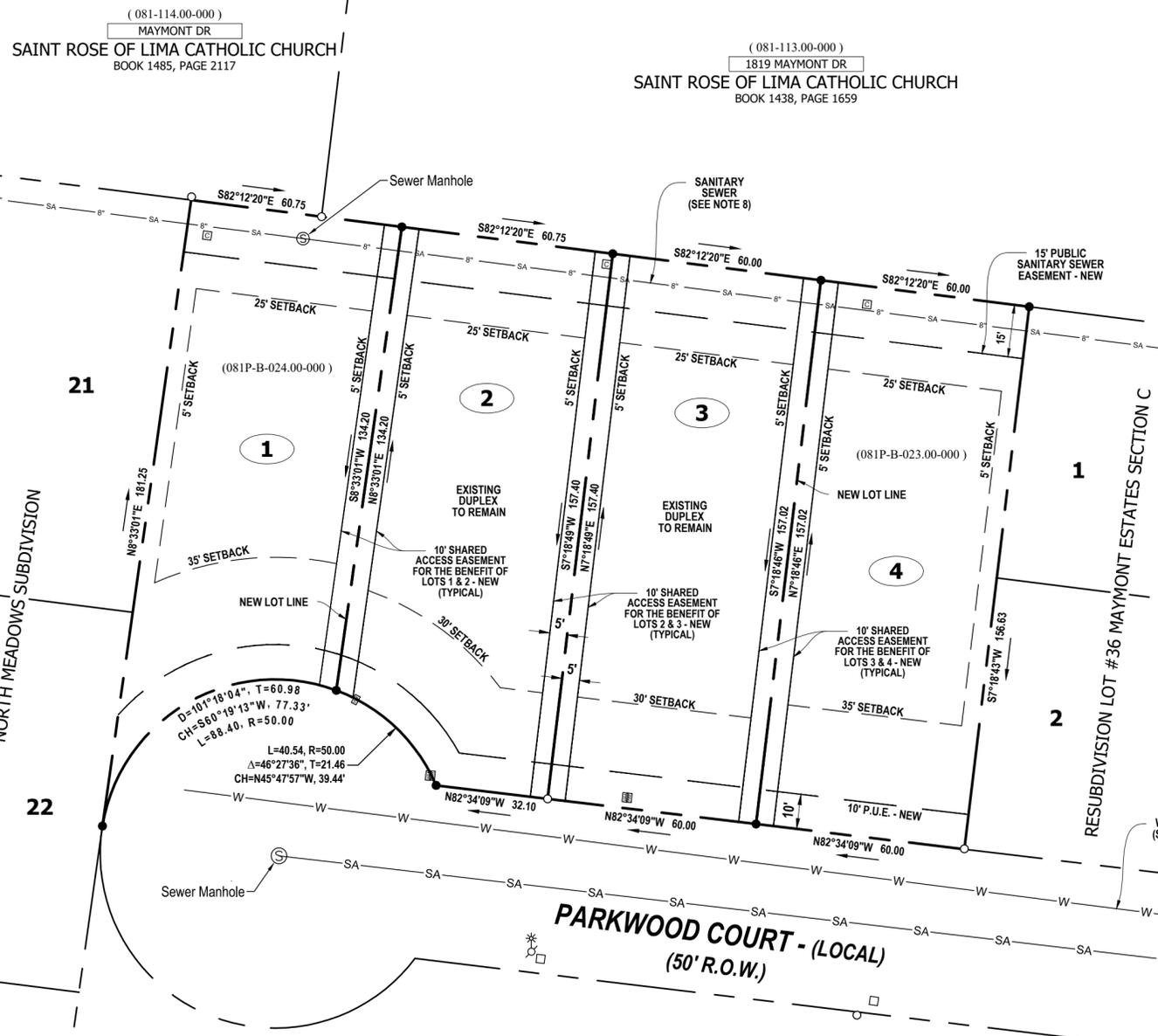
- The purpose of this plat is to create four lots of record from two parcels and to record easements, as shown.
- Existing Zoning is Zoned RD (Duplex Residential District).
- All minimum setback requirements shall comply with the City of Murfreesboro, TN zoning ordinance.
 - Front Building Setback for Duplex = 30' Minimum
 - Front Building Setback for Detached Single-family Dwelling = 35' (See Surveyor's Note 15 below)
 - Rear Building Setback = 25' Minimum
 - Side Building Setback = 5' Minimum
- Subject property is currently identified as parcels 078G E 01400 00009078G on the Williamson County Property Map.
- Surveyor: Jason A. Garrett, RLS
- Address: P.O. Box 331875, Nashville, Tennessee 37203
 Contact: Adam Elliott
 Telephone: (615)-490-3236
 Email: adam@clintelliottsurvey.com
- The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain) as noted on the current FEMA Firm Community Panel # 47149C0280H, effective on 1-5-2007.
- Utilities shown hereon were taken from visible structures and other sources available to me at this time. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
- The recording of this subdivision voids, vacates and supercedes any findings of Lot Nos. 34 & 35, Section "C" on the plat of Maymont Estates Subdivision, not of record.
- Bearings and Coordinates & Elevations shown are based on Tennessee State Plane Coordinate System, Zone 5301, Fipszone 4100; NAD83 (NAVD88), U.S. Survey Foot.
- A Title Report was not provided for the preparation of this survey, Therefore this survey is subject to the findings of an accurate title search.
- This survey does not address the owner of any fence nor address any adverse claim of ownership of any adjoining property. Removal of any property line fence should be coordinated with adjacent owner.
- Per the Sewer Allocation Ordinance, no more than one dwelling unit each will be permitted on Lots 1 and 4. In order to build duplexes on these two lots, a variance to the Sewer Allocation Ordinance must be granted by the City Council.
- Any new driveway entrances will require a city right of way permit.
- In the RS-4, RS-6, RS-8, RD, CM-R, CM-RS-8, OG-R, and CL districts, a garage attached to a single-family dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage for a single-family detached dwelling in the above districts shall have sufficient width and depth to accommodate four vehicles. A single-family detached dwelling unit in the above zoning districts that has no garage shall have a minimum front setback of 35 feet.

Release & Covenant Not to Sue Note

Under the current adopted plumbing code, the City of Murfreesboro requires the minimum floor elevation (M.F.E.) to be set at or above the top of casting elevation of the nearest manhole that is upstream of the sewer service connection. As an alternative, the homeowner shall install a backwater valve per the plumbing code and execute and record a release of indemnification against the City of Murfreesboro with regards to the sanitary sewer connection. The builder and/or homeowner shall be responsible for compliance with this requirement.

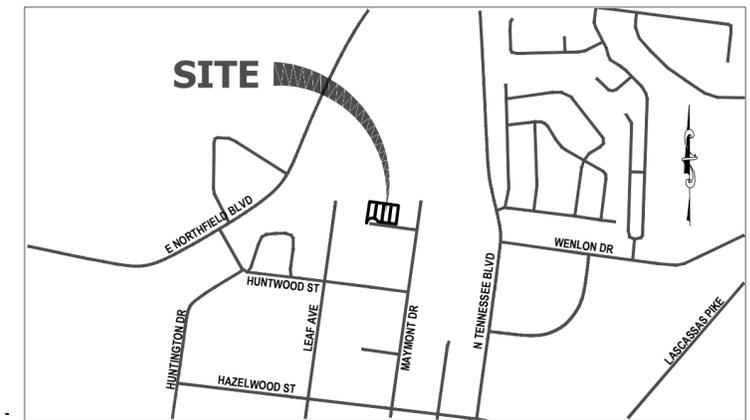
GPS NOTES

- The (TDOT) Tennessee Geodetic Reference Network was used for this survey.
- GPS locations used for this survey were established using a VRS network consisting of multiple reference stations.
- GPS data was collected with a Spectra Precision 80 receiver.
- This survey was prepared without the use of a scale factor. Except in the instance of initial survey control, all distances or coordinates were derived from measurements taken by a total station. Coordinates used for the initial survey control were generated with the use of GPS observations and used as the basis for the coordinate system used for this survey.
- The date of the initial survey is: 3/23/2021.



LOT AREA SUMMARY:

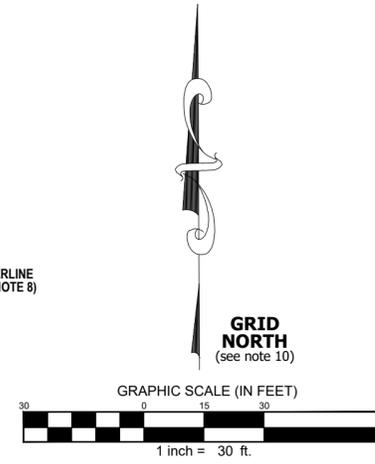
LOT 1 = 8,597 S.F. or 0.197 Acres±	LOT 3 = 9,432 S.F. or 0.216 Acres±
LOT 2 = 9,356 S.F. or 0.215 Acres±	LOT 4 = 9,409 S.F. or 0.216 Acres±
TOTAL AREA = 36,794 S.F. or 0.844 Acres±	



VICINITY MAP
1" = 1000'

Owner(s)
 JORDAN & ASHLEE DRUMEL
 317 GRACE ST
 NASHVILLE, TN 37207

Developer(s)
 RK JUNIOR CONTRACTING SERVICES, LLC
 555 MARRIOTT DR. SUITE 315
 NASHVILLE, TN 37214



- Symbol Legend**
- Symbol Denotes
 - IRON ROD (OLD)
 - BENCHMARK
 - CATCH BASIN
 - FIRE HYDRANT
 - SEWER MANHOLE
 - EXISTING TREE
 - WATER VALVE
 - WATER METER
 - IRON ROD (NEW)
 - UTILITY POLE
 - PULL BOX
 - TELEPHONE MANHOLE
 - CABLE PEDESTAL
 - P.U.E. = PUBLIC UTILITY EASEMENT

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER IN THE ELECTRIC SERVICE JURISDICTION OF MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the rules and regulations, bylaws, policy bulletins and operational bulletins of MTEMC, and in accordance with the plat approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com (collectively the "Requirements"). No electric service will be provided until MTEMC's Requirements have been met and approved in writing by an authorized representative of MTEMC. Any approval is, at all times, contingent upon continuing compliance with MTEMC's Requirements.

Middle Tennessee Electric Membership Corp. Date:



By: Jason A. Garrett
 TN R.L.S. NO.: 2861
 DATE: 6-1-2021
 REV.: 7-1-2021
 REV.: 8-11-2021
 REV.: 8-12-2021



FINAL PLAT
DRUMEL SUBDIVISION, LOTS 1-4
 13th Civil District of Rutherford County Tennessee
 City of Murfreesboro, Tennessee

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF SURVEY ACCURACY	CERTIFICATE OF APPROVAL SEWER SYSTEMS - MURFREESBORO WATER RESOURCES DEPARTMENT	CERTIFICATE OF APPROVAL OF WATER SYSTEMS LOCATED IN THE WATER SERVICE JURISDICTION OF THE CITY OF MURFREESBORO - MURFREESBORO WATER RESOURCES DEPARTMENT	CERTIFICATE OF APPROVAL FOR RECORDING	CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE
I (we) hereby certify that I am (we are) the Owner(s) of the property shown and described hereon as evidenced in Book 1998, Pages 2145 & 3308, R.O.R.C., Tennessee and that I (we) hereby adopt this plan of subdivision with my (our) free consent and establish the minimum building restriction lines, and dedicate all streets, alleys, walks, and utilities therein, parks and other open spaces to public or private use as noted.	I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1:95603 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.	I hereby certify that: (1) the sewer lines and appurtenances for the sewer system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the requirements of the Tennessee Department of Environment and Conservation, Design Criteria for Sewage Works; (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same; or (3) that a subsurface sewage system will be permitted subject to the approval of the Rutherford County Health Department.	I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same.	I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Murfreesboro, Tennessee with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Rutherford County Register Of Deeds provided that it is so recorded within one year of this date.	I hereby certify that (1) the streets, drainage structures, drainage improvements, and stormwater quality controls for the subdivision shown hereon have been installed in accordance with city specifications, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same.
Jordan Drumel Date:	Jason A. Garrett 8-12-2021 Date: Jason A. Garrett RLS No. 2861	Murfreesboro Water Resources Department Official Date:	Murfreesboro Water Resources Department Official Date:	Planning Commission Secretary Date:	City Engineer Date:



... creating a better quality of life

MEMORANDUM

DATE: August 26, 2021

TO: Matthew Blomeley

FROM: Valerie H. Smith

SUBJECT: Parkwood Ct.-Maymont Estates Section C
Parcels 23 & 24
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system, this Basin 09B currently has capacity for 979 connections. By committing sewer service to this development, Staff is determining that basin 09B's sewer connection capacity will be reduced by 4 connections, resulting in 975 available connections for future developments. Currently, staff has determined there is capacity within the immediate sewer main serving the site as well as the downstream sections of the sewer interceptor. There are future upgrades planned which would increase the number of connections in this Basin to 3259.

This MF09B basin has little property remaining to develop. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Repairs to Main Street Building
Department: Community Services – Strategic Partnerships
Presented by: Angela Jackson, Executive 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 with Farrer Brothers Construction for repairs to the City-owned Main Street Murfreesboro facility located at 225 West College Street.

Staff Recommendation

Approve contract with Farrer Brothers Construction.

Background Information

Main Street Murfreesboro is a nonprofit organization that promotes the revitalization of the 20-block central business district through various programs, design services and public improvements. The facility housing Main Street Murfreesboro and the Heritage Center is City-owned and is located at 225 West College Street. The City leases the building to Main Street Murfreesboro as an in-kind donation as a part of our Strategic Partnership.

A vehicular accident recently damaged the building. Costs of the repairs are to be paid by the insurance of the vehicle's driver; however, the City is responsible for the expeditious completion of the repairs and will seek reimbursement from driver's insurance following repair completion.

Council Priorities Served

Responsible Budgeting

Strategic Partnerships identify and support value-added services that directly impact and enhance the City's mission. Repairs are necessary for the safety and function of the building.

Fiscal Impact

It is anticipated that no City funds will be expended. Costs of repairs will flow through Risk Management, and reimbursement of the approximately \$60,000 repair cost will be paid by the insurance company of the at-fault driver.

Attachment

Contract with Farrer Brothers Construction

**CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF MURFREESBORO
AND
FARRER CONSTRUCTION CO., INC.
FOR
REPAIRS TO MAIN STREET MURFREESBORO BUILDING**

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 **Farrer Construction Co., Inc.**, ("Contractor").

- A. The project for which Contractor is providing building repairs (the "Work") is described as follows (the "Project"):

Contractor agrees to supply construction material and labor necessary to remove debris and repair the damage to the City-owned Main Street Murfreesboro Building located at 225 W. College Street, Murfreesboro, TN 37130.

- 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) Contractor's Price Estimates dated August 5, 2021 (Contractor's Proposal)

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. Contract time: Contractor will begin work as soon as possible following receipt of Work Authorization from City. It is expected that total completion time for the Work described above will take [insert estimate].
 - b. Clean Up: All trash and excess materials will be removed from site.
 - c. Provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
 - d. Provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
 - e. Maintain sole responsibly 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 affected 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.

- f. Keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and Contractor will properly disposal of all surplus or waste materials upon completion of the Work. 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 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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 including Work Authorization.

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 Contract time is for a period specified in the documents identified in Section 1 of this Contract. 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 or Work Authorization being issued by the City and Contractor hereby waives any claim for any compensation or reimbursement performed prior to such notice.
 - 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.** City agrees to pay Contractor for the Work pursuant to the Contractor's Proposal for a total price of fifty-five thousand eight hundred seventy-five dollars and seventy-nine cents (\$55,875.79) ("Price").
- 6. Payment.**
- a. Payment will be made by 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, seek reimbursement from Contractor 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 violating party 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 specifications referenced herein; and lastly (iv) 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.** 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. Contractor acknowledge that City, being a subdivision of the State and pursuant to Tennessee Attorney General Opinion 93-01, cannot indemnify, defend or hold harmless in any fashion from any failure regardless of any language in any attachment or other document that Contractor may provide because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- 18. Insurance.** 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. Insurance requirements are specified in Exhibit B, attached hereto.
- 19. Attorney Fees.** Contractor agrees that, should any 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. Alternative Dispute Resolution.** In the event a dispute arises regarding this Agreement and upon agreement of all undersigned parties, parties may participate in non-binding mediation to attempt to resolve disputes in advance of litigation. Under no circumstance may disputes be submitted to binding arbitration regardless of any document or attachment submitted by Contractor.
- 26. 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.
- 27. 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.

Address for notice to Contractor:

Ron Hall

Address for notice to the City:

City Manager

Farrer Construction Company, Inc.
1120 Brinkley Avenue
Murfreesboro, TN 37129

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

FARRER CONSTRUCTION COMPANY, INC.

CITY OF MURFREESBORO

By:

By: Shane McFarland

Its:

Its: Mayor

Approved as to form:

Adam F. Tucker, City Attorney

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: 09/02/2021

Item Title: Contract Amendment for Fire Hoses

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract amendment with G&W Diesel Service, Inc. d/b/a Emergency Vehicle Specialist for fire hoses.

Staff Recommendation

Approve the contract amendment with G&W Diesel Service, Inc.

Background Information

The City entered into a contract with G&W Diesel on June 4, 2020, to purchase fire hoses for MFRD. The contract ended on June 30, 2021. An amendment has been completed to extend the contract to June 30, 2022.

Council Priorities Served

Maintain public safety

Good quality fire hoses are a necessity to assure safe and efficient operations and to provide the highest level of service to the community.

Fiscal Impacts

MFRD FY22 budget for replacement fire hoses is \$16,900. The expenses for hoses required for new apparatus currently being assembled for the City total \$46,356 and are included in the 2019 Loan and in the State Direct Allocation FY21 Grant.

Attachment

Contract amendment No. 1 with G&W Diesel Service, Inc.

**AMENDMENT #1 TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
G&W DIESEL SERVICE INC. d/b/a EMERGENCY VEHICLE SPECIALISTS
FOR FIRE HOSES**

WHEREAS, on June 4, 2020, the City entered into a contract with G&W Diesel Service Inc. d/b/a Emergency Vehicle Specialists for the provision of Fire Hoses to the Murfreesboro Fire Rescue Department; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 4, 2020 to June 30, 2021; and,

WHEREAS, pursuant to Clause 2.2 of the Agreement, the City has the right to extend the contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years; and,

WHEREAS, the Parties have mutually agreed to extend the contract for one (1) year from July 1, 2021 to June 30, 2022; and

WHEREAS, pursuant to clause 5.23 of the RFCSP, the contract terms are subject to negotiations after the selection of awarded vendor is made; and

WHEREAS, due to market situations worldwide resulting in rising material and labor costs, the Contractor must adjust the costs initially bid for items procured under this Contract and Contractor can only guarantee the adjusted prices for a thirty-day period; and

WHEREAS, the City has reviewed the adjusted prices and agrees to the requested price increases that are due to market situations worldwide resulting in rising material and labor costs;

NOW THEREFORE, the City and Contractor enter into this amendment:

1. The term of this contract shall be extended for one (1) year from July 1, 2021, to June 30, 2022.
2. Cost Adjustment: The price provided in Section 3.a. is hereby amended as set forth below and is valid until September 17, 2021:
 - a. Key Combat Ready - 1.75" – 50' Section, \$250.57 each
 - b. Key Combat Ready – 2.0" – 50' Section, \$314.77 each
 - c. Key TRU-ID – 2.25" – 50' Section, \$238.07 each
 - d. Key Combat Ready – 2.5" – 50' Section \$321.59 each
3. All other terms and conditions set forth in the Agreement remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties enter into this Amendment as of _____, 2021 (the "Effective Date").

[signatures appear on the following page]

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

**G&W DIESEL SERVICE INC./EMERGENCY
VEHCILE SPECIALISTS**

DocuSigned by:
Will Leach
By: _____
Will Leach, Account Manager

Approved as to form:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Golf Department Equipment Purchase

Department: Golf Department

Presented by: Trey Adams

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of one Toro Fairway Mower and two Toro Greens Mowers for Old Fort Golf

Staff Recommendation

Approve purchase contract with Smith Turf & Irrigation

Background Information

The proposed purchase required equipment for Golf Department's operation. Toro Reelmaster 5510-D 22 Inch 7-Inch, 11-Blade Forward Swept Mower with accessories and two Toro Greensmaster TriFlex 3300 Hydraulic Mowers with accessories

State statute and City purchasing code authorizes cooperative purchases. The purchase of the mowers is contracted through Smith Turf & Irrigation, LLC to provide the most competitive price for the items the department needs.

Council Priorities Served

Responsible budgeting

Use of cooperative purchasing provides for responsible budgeting by assuring strong pricing for most efficient equipment.

Establish strong City brand

Maintaining the City's top-quality golf courses enhances the City's brand for maintaining facilities that provide for an excellent quality of life for the community.

Fiscal Impact

This expense, \$153,325, is funded by the FY21 CIP Budget.

Attachments

1. Smith Turf & Irrigation Quote
2. Smith Turf & Irrigation Contract
3. State Contract

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:
Old Fort Golf Course



Quoted From:
Nashville Office
525 Fairground Ct
Nashville, TN 37211

Account Executive: Jeff Wyatt
704-512-9121

Qty	Model	Description	Unit Price	Extended
Tennessee State Contract 66022				
22% off MSRP				
1	03607	Reelmaster 5510-D	\$46,256.34	\$46,256.34
5	03641	22 Inch 7-Inch, 11-Blade (Fsr) Forward Swept Reel Edgeseries	\$3,008.46	\$15,042.30
1	03408	7 Inch Powered Rear Roller Brush For Cutting Units Without Groomers (Kit Of 5)	\$2,919.54	\$2,919.54
1	03655	Cross Trax All-wheel drive kit	\$3,889.86	\$3,889.86
1	03667	Seat Suspension, Air Ride	\$532.74	\$532.74
			Total	\$68,640.78
2	04510	Greensmaster TriFlex 3300 Hydraulic	\$26,769.60	\$53,539.20
6	04655	14 Blade Cutting Unit	\$2,491.32	\$14,947.92
6	04255	Narrow Wiehle Roller (One roller)	\$320.58	\$1,923.48
6	04648	Universal Groomer Drive	\$1,554.54	\$9,327.24
6	04802	Twin Tip Groomer Blade Assembly (21 Inch)	\$616.20	\$3,697.20
2	04554	Light Kit - LED	\$517.14	\$1,034.28
2	131-2048	Rear Light Kit	\$107.42	\$214.84
			Total	\$84,684.16
Toro MSRP Pricing				
1	03607	Reelmaster 5510-D	\$59,303.00	\$59,303.00
5	03641	22 Inch 7-Inch, 11-Blade (Fsr) Forward Swept Reel Edgeseries	\$3,857.00	\$19,285.00
1	03408	7 Inch Powered Rear Roller Brush For Cutting Units Without Groomers (Kit Of 5)	\$3,743.00	\$3,743.00
1	03655	Cross Trax All-wheel drive kit	\$4,987.00	\$4,987.00
1	03667	Seat Suspension, Air Ride	\$683.00	\$683.00
			Total	\$88,001.00
2	04510	Greensmaster TriFlex 3300 Hydraulic	\$34,320.00	\$68,640.00
6	04655	14 Blade Cutting Unit	\$3,194.00	\$19,164.00
6	04255	Narrow Wiehle Roller (One roller)	\$411.00	\$2,466.00
6	04648	Universal Groomer Drive	\$1,993.00	\$11,958.00
6	04802	Twin Tip Groomer Blade Assembly (21 Inch)	\$790.00	\$4,740.00
2	04554	Light Kit - LED	\$663.00	\$1,326.00

2	131-2048	Rear Light Kit		\$137.72	\$275.44
			Total		\$108,569.44

Payment Terms:	Net 10th Prox (Upon Credit Approval)	Sub Total
Prices And Payment Terms Shown Will Be Valid For 30 Days From Date Quoted. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or Payment Terms.		Est. Sales Tax
		Total
Quote Prepared By:	<u>Jeff Wyatt</u>	Date: <u>7/7/2021</u>
Quote Accepted By:	_____	Date: _____

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
SMITH TURF & IRRIGATION, LLC
FOR PURCHASE OF TORO MOWERS AND ACCESSORIES**

This Contract 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 ("City") and **SMITH TURF & IRRIGATION, LLC**, a limited liability company of the State of North Carolina ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *State of Tennessee Contract SWC242 with Smith Turf and Irrigation, LLC #66022*
- *Price Quotation from Smith Turf & Irrigation, LLC for Toro Mowers and accessories dated July 7, 2021*
- *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 Contract SWC242 with Smith Turf & Irrigation, LLC #66022*
- *Fourth, Price Quotation from Smith Turf & Irrigation, LLC for Toro Mowers and accessories dated July 7, 2021*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) Toro Reelmaster 5510-D 22 Inch 7-Inch, 11-Blade Forward Swept Mower with accessories** listed on quotation and **Two (2) Toro Greensmaster TriFlex 3300 Hydraulic Mowers with accessories** listed on quotation, Contractor's Price Quotation dated July 7, 2021, and as set forth in the State of Tennessee Contract SWC242 with Smith Turf & Irrigation, LLC #66022. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State Contract SWC242 #66022 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 Contract SWC242 #66022 on March 31, 2023. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation from Smith Turf & Irrigation, LLC, dated July 7, 2021 for **One (1) Toro Reelmaster 5510-D 22 Inch 7-Inch, 11-Blade Forward Swept Mower WITH ACCESSORIES LISTED** on price quotation at a price of **\$68,640.78** and **Two (2) Toro Greensmaster TriFlex 3300 Hydraulic Mowers WITH ACCESSORIES LISTED** on Contractor's Price Quotation dated July 7, 2021, and as set forth in the State of Tennessee Contract SWC242 with Smith Turf & Irrigation, LLC #66022 at a purchase price of **\$84,684.16**, reflecting a **Total Purchase Price of \$153,324.94**. 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 and pick-up of all items for the Old Fort Golf Course shall be made within two weeks of issuance of Purchase Order to Attn: Marty Mayo – Old Fort Golf Course – 1028 Golf Lane, Murfreesboro, TN 37130. Contact Person Marty Mayo (tel. 615-849-2624; email: mmayo@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, every item purchased shall meet the warranty requirements set forth by the manufacturer.
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:
Smith Turf & Irrigation, LLC
Brent Miller
525 Fairground Ct.
Nashville, TN 37211
Brent.miller@smithturf.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

SMITH TURF & IRRIGATION, LLC

By: _____
Shane McFarland, Mayor

By: _____
Brent Miller, Sales 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:

Smith Turf and Irrigation
PO Box 669388
Charlotte, NC 28266-9388

Vendor ID: 0000046950

Contract Number: 0000000000000000000066022

Title: SWC242 Ground Maint. Equipment/UTVs

Start Date: April 15, 2020 End Date: March 31, 2023

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: Lindsey Lattner
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-9282
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000168606
Ground Maintenance Equipment, General Golf Course Equipment over \$5K
Unit of Measure: EA

Discount off Catalog

Toro	21% Regions 1, 2, 3 (Only)
First Products	8% Regions 1, 2, 3 (Only)
Harper Turf	5% Regions 1, 2, 3 (Only)

Line 2

Item ID: 1000190633
Ground Maintenance Equipment, Golf Course Equipment, Parts and Accessories
Unit of Measure: EA

Discount off Catalog

Toro	0.0% Regions 1, 2, 3 (Only)
First Products	0.0% Regions 1, 2, 3 (Only)
Harper Turf	0.0% Regions 1, 2, 3 (Only)

Michael F. Perry/AWB
APPROVED: _____
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry/AWB
DN: cn=Michael F. Perry/AWB, o=Central Procurement
Office, ou, email=Tony.Bybee@tn.gov, c=US
Date: 2020.04.08 09:02:42 -05'00'

Mike Neely
BY: _____
PURCHASING AGENT

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPD,
ou=CPO,
email=michael.t.neely@tn.gov, c=US
Date: 2020.04.08 08:46:11 -05'00'

DATE

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Purchase of Body Armor

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 replacement body armor for MPD officers

Staff Recommendation

Approve the purchase from Galls, LLC.

Background Information

MPD officers are equipped with Level IIIA body armor, which is recommended to be replaced every five years. Currently, there are 100 sets of body armor approaching expiration in the next twelve months.

Replacements for expiring armor and 50 external carriers is available through our current contract with Galls, LLC for a total cost of \$103,936.

Council Priorities Served

Safe and Livable Neighborhoods

Body Armor is a critical law enforcement tool that allows officers to be protected in hostile situations.

Fiscal Impact

The cost of this purchase, \$103,936, is funded by the FY22 State Direct Allocation Grant funds received for public safety.

Attachments

1. Agreement for Uniforms for Police & Fire with Galls, LLC.
2. Quotes from Galls.

Agreement for Uniforms for Police & Fire

This Agreement is entered into and effective as of the 8th day of August 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Galls LLC**, a Limited Liability Corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- Buyboard's Master Agreement No. 587-19
(all relevant documents located at:
<https://app.buyboard.com/Search/Index?SearchTerm=&VendorId=2778&DiscountProductId=-1&ContractId=749>)
- Contractor's (Galls) Proposal dated 10/18/2018
- 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 Agreement (most recent amendment or change order given first priority)
 - Second, this Agreement
 - Third, Buyboard's Master Agreement No. 587-19
 - Lastly, the Contractor's (Galls) Proposal
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the Uniforms from the Buyboard's Master Agreement No. 587-19 in accordance with Contractor's (Galls) Proposal.
 2. **Term.** The agreement term shall run concurrent with the term of the Master Agreement and any subsequent renewals; provided, however that the total term of this agreement may not exceed five years of the Effective Date (as defined herein). 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 Agreement is set forth in the Buyboard's Master Agreement No. 587-19 and the Contractor's Proposal which reflects a total purchase price of 15% discount off catalog items. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries for in-stock items shall be made within 10-14 business days of order to either: 1311 Jones Blvd. Murfreesboro, TN 37130 (Fire Department) or 1004 North Highland Avenue, Murfreesboro, TN 37130 (Police Department).

Fire Department Contact - Attn: Teri Herron,, tel: 615.603.1649 – email:
therron@murfreesborotn.gov

Police Department Contact - Attn: Don Fanning, tel: 629.201.5589 – email:
0273@murfreesborotn.gov

Contacts 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 bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. 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 Buyboard Master Agreement No. 587-19.
 - e. All deliveries made pursuant to the Agreement 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 purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
 5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
 6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

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

8. **Indemnification.**

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

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Attn: Michael Wessner
Galls LLC
1340 Russell Cave Road
Lexington, KY, 40505

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 against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
14. **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.
15. **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.
16. **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.

- a. **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.**
 - b. **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.**
 - c. **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."**
17. **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.
18. **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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of August 8th, 2019 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

GALLS LLC

By: _____

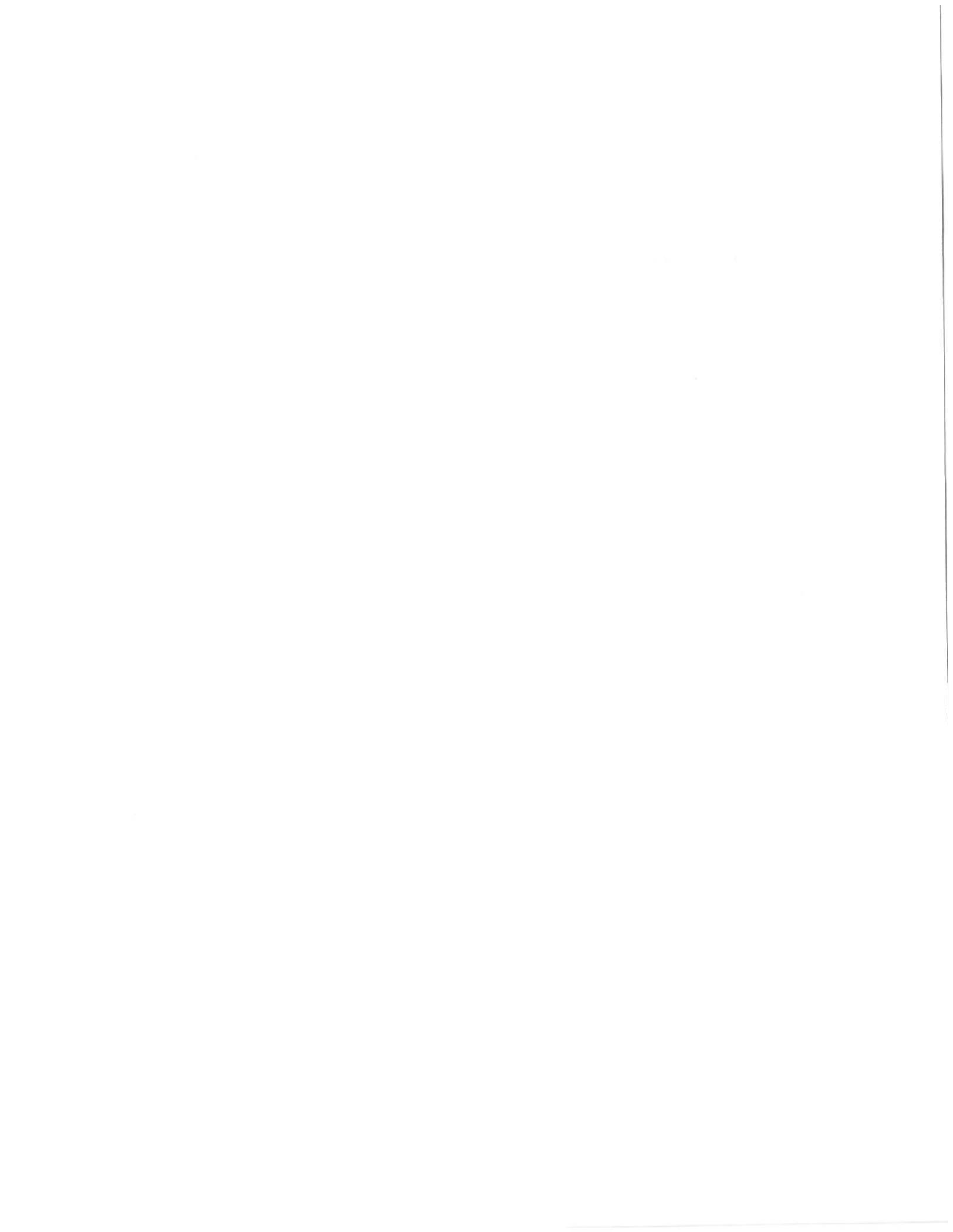
Shane McFarland, Mayor

By: _____

Michael Wessner, Chief Executive Officer

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney





Quote

Customer: (5147834) CITY OF MURFREESBORO POLICE
 Date: 08/05/2021
 Sales Rep: TRAVIS HARDIN

Page 1 of 1
 Quote Number: 18835224
 Quote Expiration: 11/03/2021

Sold To:
 CITY OF MURFREESBORO POLICE
 P. O. BOX 1139
 ATTN: ACCOUNTS PAYABLE
 MURFREESBORO, TN 37133
 BECKI TUCKER

Ship To:
 MURFREESBORO POLICE DEPT
 1004 N. HIGHLAND AVE
 MURFREESBORO, TN 37130
 BECKI TUCKER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BL635 NAV CTM 00	POINT BLANK AXBIIIA HILITE 1 CARRIER	1		829.06	829.06
1.1	BP0002	MALE CUSTOM VEST	1			
2	BP634 8X10	SPEED PLATE	1		111.30	111.30

Quote is valid for 90 days

SUBTOTAL: 940.36
 SHIPPING:
 TAX.....
 TOTAL...: 940.36

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (GS-07F-0157M) all other items are OPEN MARKET.



Quote

Customer: (5147834) CITY OF MURFREESBORO POLICE
 Date: 08/05/2021
 Sales Rep: TRAVIS HARDIN

Page 1 of 1
 Quote Number: 18835264
 Quote Expiration: 11/03/2021

Sold To:
 CITY OF MURFREESBORO POLICE
 P. O. BOX 1139
 ATTN: ACCOUNTS PAYABLE
 MURFREESBORO, TN 37133
 BECKI TUCKER

Ship To:
 MURFREESBORO POLICE DEPT
 1004 N. HIGHLAND AVE
 MURFREESBORO, TN 37130
 BECKI TUCKER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP1822 MDNV CSTM 00	PB SLICK BACK/ MOLLE FRONT GUARDIAN CARRIER	1		198.00	198.00
1.1	BP0001	BODY ARMOR CARRIERS	1			

Quote is valid for 90 days

SUBTOTAL: 198.00
 SHIPPING:
 TAX.....
 TOTAL...: 198.00

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Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

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Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

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*Designates this item is on the Galls GSA Contract (GS-07F-0157M) all other items are OPEN MARKET.

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Street Department Vehicle and Equipment Purchases

Department: Street Department

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 vehicles and equipment for Street Department.

Staff Recommendation

Approve the purchase of two 5500 International Diesel Trucks, one International Rear-Mounted Knuckle Boom Truck, five Viking Super Duty Snowplows, two VBX-9000 Spreaders, one Viking Medium Duty Dump Body Truck, one Viking Skirted Flatbed Body Truck, one Viking 4.5 Cubic Yard Electric Spreader and one Viking 10' Galvanized Steel Spreader Stand.

Background Information

The proposed purchases are required for the Street Department's operations. State statute and Council Resolution authorizes cooperative purchases. Purchase of the one Viking Medium Duty Dump Body Truck, one Viking Skirted Flatbed Body Truck, one Viking 4.5 Cubic Yard Electric Spreader and one Viking 10' Galvanized Steel Spreader Stand are contracted through Sourcewell to provide a competitive 25% discount off MSRP. The purchase of five Viking Super Duty Snowplows, two VBX-9000 Spreaders, two 5500 International Trucks and one International Rear-Mounted Knuckle Boom Truck are to be made through the State of Tennessee Department of General Services Contract to provide the most competitive prices for the items the department needs.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assure the Department is consistently able to respond to the community's needs, provides operational efficiencies and improves employee safety.

Fiscal Impact

Funding for these purchases totaling \$419,257 is included in the FY21 Bond Proceeds.

Attachments

1. Price quote from Cumberland International Trucks, Inc. for (2) 5500 Diesel Trucks
2. State of TN, Dept. of General Services and Procurement Office Contract #64430
3. City of Murfreesboro contract with Cumberland International Trucks, Inc.
4. Price quote from Cumberland International Trucks, Inc. for (1) Rear Mounted Knuckle Boom Truck
5. State of TN, Dept. of General Services and Procurement Office Contract #64430
6. City of Murfreesboro contract with Cumberland International Trucks, Inc.
7. Price quote from Viking Cives Midwest (5) Snowplows and (2) VBX-9000 Spreaders
8. State of TN, Dept. of General Services and Procurement Office Contract #65323
9. City of Murfreesboro contract with Viking Cives Midwest
10. Price quote from Viking Cives Midwest (1) Medium Duty Dump Body Truck, (1) Skirted Flatbed Body Truck, (1) Electric Spreader and (1) Galvanized Steel Spreader Stand
11. Sourcewell Contract
12. City of Murfreesboro Contract with Viking Cives Midwest



CV515 SFA

Sales Proposal For:

CITY OF MURFREESBORO

Presented By:

CUMBERLAND INTERNATIONAL TRUCKS, INC.

Prepared For:
 CITY OF MURFREESBORO
 Jack Hyatt
 630 W Main St.
 Murfreesboro, TN 37129-3586
 (615)893 - 4380
 Reference ID: N/A

Presented By:
 CUMBERLAND INTERNATIONAL TRUCKS, INC.
 Erick Creasey
 1901 LEBANON PIKE
 NASHVILLE TN 37210 -
 (615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2022 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 16000. Calc. GVWR: 19500. Calc. GCWR: 30000 Calc. Start / Grade Ability: 55.16% / 3.73% @ 55 MPH Calc. Geared Speed: 102.5 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 63.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	13,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 63.00 Axle to Frame.	4671/2886	7557	\$47,215.00

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 4x4	0/0	0	\$0.00
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Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0	\$0.00
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Includes

: GLOW PLUG Automatic with Indicator Light

: OIL FILTER, ENGINE Spin-On Type

CARB EMISSION WARR COMPLIANCE for International 6.6 Engines	0/0	0	\$0.00
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CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
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EMISSION, CALENDAR YEAR {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0	\$350.00
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RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0	\$0.00
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FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0	\$0.00
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AIR CLEANER Single Element, with Water Separator	0/0	0	\$0.00
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GOVERNOR Electronic Road Speed Type; with 75 MPH Default	0/0	0	\$0.00
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THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0	\$430.00
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TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 1750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0	\$882.00
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NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0	\$200.00
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PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
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SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0	\$0.00
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TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control	153/35	188	\$1,798.00
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Notes

: Transfer Case Includes 40W Synthetic Lube

REAR AXLES, SUSPENSIONS

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
AXLE, REAR, SINGLE {Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30	0/0	0	\$126.00
SUSPENSION, REAR, SINGLE 13,500-lb Capacity, Vari-Rate Springs	0/60	60	\$16.00
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0	\$92.00
DIFFERENTIAL, LOCKING {Dana Spicer Trac-Lok} Torque Proportioning Limited Slip	0/0	0	\$1,124.00
SHOCK ABSORBERS, REAR (2)	0/50	50	\$171.00
FRONT AXLES			
AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting	155/0	155	\$1,400.00
AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0	\$147.00
FRONT SUSPENSIONS			
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers	8/0	8	\$28.00
STABILIZER BAR, FRONT	50/0	50	\$360.00
CABS, COWLS, BODIES			
CAB Conventional, Day Cab	0/0	0	\$0.00
<u>Includes</u>			
: CAB DOOR LOCKS Power Door Locks All Doors			
: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console			
: READING LIGHT, CAB Located in Overhead Console			
: STEP (2) One Per Door			
: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door			
AIR BAG, FRONT, DRIVER SIDE	0/0	0	\$0.00
AIR BAG, FRONT, PASSENGER SIDE	0/0	0	\$0.00
AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0	\$0.00
AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0	\$0.00
AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0	\$0.00
AIR CONDITIONER with Heater, Single Zone	0/0	0	\$0.00
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
<u>Includes</u>			
: SUN VISOR (2) Vinyl			
COLOR, INTERIOR Dark Ash	0/0	0	\$0.00
GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information	0/0	0	\$0.00
GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0	\$0.00
KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters	0/0	0	\$175.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
MIRROR, INSIDE REAR VIEW with Manual Tilt	0/0	0	\$25.00
MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width	5/0	5	\$380.00
SEAT BELT All Orange; 1 to 3	0/0	0	\$26.00
SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar	0/0	0	\$0.00
SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline	0/0	0	\$0.00
WINDOW, POWER (2) in Left and Right Doors	0/0	0	\$247.00
FRAMES			
FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	28/78	106	\$0.00
BUMPER, FRONT Contoured, Steel, Painted Black	0/0	0	\$0.00
SKID PLATE Steel, Frame Mounted, Protects the Transfer Case from the Ground	47/17	64	\$300.00
TOW HOOK, FRONT (2) Frame Mounted	13/-1	12	\$84.00
AF RANGE 50" (128cm) Through and Including 75" (190cm)	0/0	0	\$100.00
LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	2/0	2	\$29.00
WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)	0/0	0	\$0.00
BRAKES			
BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0	\$400.00
BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0	\$0.00
BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0	\$0.00
DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0	\$0.00
BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0	\$0.00
DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0	\$0.00
STEERING			
STEERING GEAR {Bosch S2 8014 Plus} Power	0/0	0	\$0.00
STEERING COLUMN Tilting	0/0	0	\$0.00
STEERING WHEEL 4-Spoke; 15" Dia., Black	0/0	0	\$0.00
DRIVELINES			

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4	0/2	2	\$0.00
EXHAUST SYSTEMS			
EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0	\$0.00
ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0	\$0.00
MANUAL REGEN Capability	0/0	0	\$250.00
ELECTRICAL SYSTEMS			
ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0	\$0.00
<u>Includes</u>			
: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover			
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever			
: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light			
: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted			
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever			
ALTERNATOR {Denso SC2} Brush Type, 12 Volt, 150 Amp Capacity	0/0	0	\$0.00
BACK-UP ALARM Electric, 102 dBA	6/0	6	\$120.00
BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0	\$0.00
BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud	0/0	0	\$0.00
CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0	\$0.00
HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights	0/0	0	\$0.00
HORN, ELECTRIC (2) Disc Style	2/0	2	\$29.00
JUMP START STUD Remote Mounted	3/0	3	\$168.00
RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display	1/0	1	\$353.00
SPEAKERS (6)	2/0	2	\$37.00
STARTING MOTOR 12 Volt	0/0	0	\$0.00
STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light	0/0	0	\$0.00
SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0	\$0.00
TRAILER BRAKE CONTROL Integrated	6/13	19	\$270.00
TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	8/-2	6	\$94.00
FRONT END			
FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0	\$0.00
BUG SCREEN Mounted Behind Grille	0/0	0	\$131.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
FENDER EXTENSIONS Molded in Black	0/0	0	\$0.00
GRILLE Molded in Dark Gray	0/0	0	\$0.00
LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
SPEEDOMETER, TOOLS, MISC			
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)	0/0	0	\$2,634.00
FUEL TANKS			
FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0	\$0.00
DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0	\$0.00
WHEELS, TIRES - FRONT			
WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0	\$0.00
(2) TIRE, FRONT 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position	0/0	0	\$118.00
WHEELS, TIRES - REAR			
WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0	\$0.00
(4) TIRE, REAR 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive	0/16	16	\$4.00
Total of Product Features			\$60,313.00
Services Section:			
WARRANTY			
WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0	\$0.00
Total of Service Features			\$0.00
Total Component Weight:	5160/3154	8314	
Total List Price Including Options:			\$60,313.00

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total List price Including options:		\$60,313.00
State of Tennessee Contract price		\$39,772.12
Options		\$13,098.00
Net Sales Price:		\$52,870.12

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

State of Tennessee (State)

Manufacturer Name - 2020/2021 Model Year Fleet Pricing

Dealer Name: Cumberland International				
Model	Model Number	Description	MSRP	State Government Fleet Price (2 Year Fixed Pricing)
Contract 64430				
CV515	N/A	class 4-6 truck Regular cab and crew cab available 4x2,4x4 any body options	\$ 49,621.00	\$ 39,772.12
MV507/607	N/A	Class 5-7 Available in regular, extended, and crew cab 4x2,4x4, and 6x4	\$ 96,663.00	\$ 62,483.17
HV507/607	N/A	Class 6-7 available in regular, extended and crew cab 4x2,4x4,6x4	\$ 99,583.00	\$ 64,654.13
HV513/613	N/A	Class 6-7 Available in regular and extended cab 4x2,4x4,6x4 and 6x6	\$ 188,104.00	\$ 90,768.36
All trucks listed can be optioned with any componet we offer at same discounted rate				



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Cumberland International Trucks Inc
1901 Lebanon Pike
Nashville, TN 37210

Vendor ID: 0000081551

Contract Number: 000000000000000000064430

Title: SWC# 209 - Vehicles

Start Date : October 01, 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: 1000187735
Light Trucks, International(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187736
Medium Trucks, International(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

APPROVED: 
_____ CHIEF PROCUREMENT OFFICER

Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2019.09.26 12:58:11 -0500'

BY: **Mike Neely** _____ DATE
PURCHASING AGENT

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPO,
ou=CPO,
email=michael.neely@tn.gov, c=US
Date: 2019.09.26 11:18:58 -0500'

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CUMBERLAND INTERNATIONAL TRUCKS, INC.
FOR PURCHASE OF CV515 INTERNATIONAL VEHICLE**

This Contract 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 ("City") and **CUMBERLAND INTERNATIONAL TRUCKS, INC.**, a corporation of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *State of Tennessee SWC 209, Contract No. 64430 with Cumberland International Trucks, Inc.*
- *Price Proposal No. 16395-01 dated August 10, 2021 from Cumberland International Trucks, Inc. for 2022 CV515 SFA 4 x 4 5500 International Diesel Truck with options as listed*
- *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. 64430 with Cumberland International Trucks, Inc.*
- *Finally, Price Proposal No. 16395-01 dated August 10, 2021 from Cumberland International Trucks, Inc. for 2022 CV515 SFA 4 x 4 5500 International Diesel Truck*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **Two (2) 2022 CV515 SFA 4 x 4 5500 International Diesel Trucks with options as listed per proposal ("Trucks")**, as set forth in the State of Tennessee Contract No. 64430 with Cumberland International Trucks, Inc. and Contractor's Price Proposal No. 16395-01 dated August 10, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 64430 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 64430 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 Price Proposal No. 16395-01 from Cumberland International Trucks, Inc. dated August 10, 2021, for two (2) Trucks reflecting a **price each of \$52,870.12, a total Purchase Price of \$105,740.12.** 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. All invoices should be submitted to accountspayable@murfreesborotn.gov with a copy to the City's Contact person listed below.
 - b. Deliveries of all items for the Street Department shall be made within 90 days of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@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, every item shall meet the warranty requirements set forth by the manufacturer or as listed in the Proposal.
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:

Cumberland International Trucks, Inc.
Attn: Chris Randall
1901 Lebanon Pike
Nashville, TN 37210
crandall@cltte.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be

denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

Cumberland International Trucks, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: *Chris Randall*
Chris Randall, Director of Sales

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9484
Adam F. Tucker, City Attorney



HV607 SBA

**Sales Proposal For:
CITY OF MURFREESBORO**

**Presented By:
CUMBERLAND INTERNATIONAL TRUCKS, INC.**

Prepared For:
CITY OF MURFREESBORO
Jack Hyatt
630 W Main St.
Murfreesboro, TN 37129-3586
(615)893 - 4380
Reference ID: Streer Dept

Presented By:
CUMBERLAND INTERNATIONAL TRUCKS, INC.
Erick Creasey
1901 LEBANON PIKE
NASHVILLE TN 37210 -
(615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2022 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Lumber/Gypsum Crane
MISSION:	Requested GVWR: 56000. Calc. GVWR: 56000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 20.31% / 2.35% @ 55 MPH Calc. Geared Speed: 77.9 MPH
DIMENSION:	Wheelbase: 293.00, CA: 225.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range J UNISTEEL G291 (GOODYEAR), 491 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
Base Chassis, Model HV607 SBA with 293.00 Wheelbase, 225.90 CA, and 75.00 Axle to Frame.	6136/3644	9780	\$95,041.00

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 6x4	0/0	0	\$1,524.00
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Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL {Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)	576/-12	564	\$11,964.00
CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	0/0	0	\$0.00
CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0	\$350.00
RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	21/-3	18	\$0.00

Includes: DEAERATION SYSTEM with Surge Tank
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
: RADIATOR HOSES Premium, Rubber

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0	\$0.00
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Includes

: FAN Nylon

AIR CLEANER Single Element	0/0	0	\$0.00
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ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0	\$0.00
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BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3	\$98.00
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Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0	\$60.00
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FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0	\$29.00
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THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0	\$0.00
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TRANSMISSION

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	244/39	283	\$10,451.00
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0	\$0.00
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0	\$525.00
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0	\$0.00
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1	\$50.00
CLUTCH			
CLUTCH Omit Item (Clutch & Control)	0/0	0	\$0.00
REAR AXLES, SUSPENSIONS			
AXLE, REAR, TANDEM {Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29	0/2103	2103	\$9,338.00
SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/575	575	\$4,178.00
TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-8	-8	\$172.00
FRONT AXLES			
AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148	\$2,100.00
FRONT SUSPENSIONS			
SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers	173/0	173	\$350.00
CABS, COWLS, BODIES			
CAB Conventional, Day Cab	0/0	0	\$0.00
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00
AIR CONDITIONER with Integral Heater and Defroster	56/0	56	\$923.00
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger			

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted			
: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap			
CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12	\$90.00
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0	\$0.00
<u>Includes</u>			
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for			
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure			
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)			
GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar	0/0	0	\$87.00
INSTRUMENT PANEL Flat Panel	0/0	0	\$0.00
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0	\$0.00
<u>Notes</u>			
: Mirror Dimensions are Rounded to the Nearest 0.5"			
SEAT BELT All Orange; 1 to 3	0/0	0	\$26.00
SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-16/-2	-18	\$116.00
SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	52/19	71	\$576.00
SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	16/1	17	\$253.00
WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0	\$0.00
FRAMES			
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	208/393	601	\$118.00
FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	567/725	1292	\$1,700.00
BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0	\$0.00
TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
TOW HOOK, REAR (2)	0/10	10	\$75.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)	469/-469	0	\$1,607.00
BRAKES			
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
<u>Includes</u>			
: BRAKE LINES Color and Size Coded Nylon			
: DRAIN VALVE Twist-Type			
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster			
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel			
: PARKING BRAKE VALVE For Truck			
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4			
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6			
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0	\$210.00
BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	35/0	35	(\$1,168.00)
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqln	4/0	4	\$0.00
SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14	\$0.00
BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/98	98	(\$2,848.00)
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake	0/14	14	\$0.00
SLACK ADJUSTERS, REAR {Gunite} Automatic	0/28	28	\$0.00
PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30	\$0.00
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	\$0.00
AIR DRYER {Wabco System Saver 1200} with Heater	9/2	11	\$497.00
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	17/4	21	\$50.00
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0	\$0.00
DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	\$0.00
STEERING			
STEERING GEAR {Sheppard M110} Power	42/-1	41	\$447.00
STEERING COLUMN Tilting	15/0	15	\$125.00
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
DRIVELINES			
DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4	4/34	38	\$612.00
EXHAUST SYSTEMS			
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0	\$0.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	45/3	48	\$2,132.00
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2	\$56.00
ELECTRICAL SYSTEMS			
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
<u>Includes</u>			
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab			
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel			
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever			
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light			
: STARTER SWITCH Electric, Key Operated			
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector			
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature			
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever			
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted			
: WIRING, CHASSIS Color Coded and Continuously Numbered			
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0	\$42.00
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00
ANTENNA Shark Fin, Roof Mounted	1/0	1	\$0.00
BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab	0/0	0	\$0.00
BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2	\$397.00
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	37/16	53	\$103.00
BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3	\$209.00
2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1	\$211.00
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
CIGAR LIGHTER Includes Ash Cup	1/0	1	\$18.00
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
HEADLIGHTS Halogen	0/0	0	\$0.00
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0	\$42.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3	\$94.00
HORN, ELECTRIC (2) Disc Style	1/0	1	\$29.00
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3	\$483.00
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5	\$48.00
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10	\$151.00
STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated	0/0	0	\$22.00
SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab	2/0	2	\$84.00
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0	\$0.00
USB PORT (1) Located in the Instrument Panel	0/0	0	\$46.00
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0	\$42.00

FRONT END

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0	\$0.00
GRILLE Stationary, Chrome	0/0	0	\$0.00
LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00

SPEEDOMETER, TOOLS, MISC

CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Reinforced Frame Rails	0/0	0	\$1,000.00
FIRE EXTINGUISHER 5 lb Class A B C	9/1	10	\$154.00
FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	1/0	1	\$0.00
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
SAFETY TRIANGLES	6/0	6	\$47.00

FUEL TANKS

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab	16/4	20	\$303.00
DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	16/1	17	\$89.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-3/-2	-5	\$221.00
WHEELS, TIRES - FRONT			
WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	62/0	62	\$224.00
(2) TIRE, FRONT 315/80R22.5 Load Range J UNISTEEL G291 (GOODYEAR), 491 rev/mile, 75 MPH, All-Position	22/0	22	\$896.00
WHEELS, TIRES - REAR			
WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-16	-16	(\$116.00)
(8) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive	0/72	72	(\$216.00)
WHEELS MISC OPTIONS			
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$96.00
WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0	\$59.00
BODY INTEGRATION			
BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0	\$790.00
BDY INTG, INDICATOR LIGHTS (2) 1 for Boom Out of Stow, 1 for Outriggers Deployed, Includes Audible Alarm and Interlock to Parking Brake, Programmable Mode for Various Switch Actions (requires 2 Remote Power Module inputs)	0/0	0	\$89.00
BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0	\$148.00
Total of Product Features			\$148,244.00
Services Section:			
WARRANTY			
WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0	\$0.00
Total of Service Features			\$0.00
Total Component Weight:	9056/7309	16365	
Total List Price Including Options:			\$148,244.00

<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>	<u>List</u>
	(lbs)	(lbs)	(US DOLLAR)
PT - Heavy Duty Grapple Loader	0/0	0	\$117,249.40
Dump Body: Electric Goal Post Type Load Covering Device			
Dump Body: Single Piece Rear Door			
Dump Body: Wire Loom for Body Wiring			
Dump Body: LED Type Body Lights, 15 EA.			
Dump Body: Amber LED Flashers in Rear Corner Post			
Dump Body: ANSI Z245 Package			
Dump Body: Work Lights - (Set of 2)			
Dump Body: Body Color: Black			
Dump Body: Model 2240-MHX Hardox Body 3/16" All Hardox			
Loader: Rotating Top seat w/ Pilot Hydr Joysticks and Foot Pedal Swing			
Loader: HDHI Outrigger Strobe			
Loader: Big Bite Bucket 2 Cylinder			
Loader: Boom-Up Warning Light/Audible Alarm			
Loader: HD Control Box; Throttle Engine Kill & Horn			
Loader: Standard Atlas Green Paint			
Loader: Atlas Pedestal			
Loader: Rear Mount Atlas			
Total Body Allied:	0/0	0	\$117,249.40

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Total Factory List Price Including Options:	\$148,244.00
Total Preparation And Delivery:	\$1,927.62
Less Customer Allowance:	(\$55,402.79)
Total Vehicle Price:	\$94,768.83
Total Body/Allied Equipment:	\$117,249.40
Total Sale Price:	\$212,018.23
Total Per Vehicle Sales Price:	\$212,018.23
Net Sales Price:	\$212,018.23

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

State of Tennessee (State)

Manufacturer Name - 2020/2021 Model Year Fleet Pricing

Dealer Name: Cumberland International				
Model	Model Number	Description	MSRP	State Government Fleet Price (2 Year Fixed Pricing)
Contract 64430				
CV515	N/A	class 4-6 truck Regular cab and crew cab available 4x2,4x4 any body options	\$ 49,621.00	\$ 39,772.12
MV507/607	N/A	Class 5-7 Available in regular,extended, and crew cab 4x2,4x4, and 6x4	\$ 96,663.00	\$ 62,483.17
HV507/607	N/A	Class 6-7 available in regular,extended and crew cab 4x2,4x4,6x4	\$ 99,583.00	\$ 64,654.13
HV513/613	N/A	Class 6-7 Available in regular and extended cab 4x2,4x4,6x4 and 6x6	\$ 188,104.00	\$ 90,768.36
All trucks listed can be optioned with any componet we offer at same discounted rate				



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Cumberland International Trucks Inc
1901 Lebanon Pike
Nashville, TN 37210

Vendor ID: 0000081551

Contract Number: 000000000000000000064430

Title: SWC# 209 - Vehicles

Start Date : October 01, 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

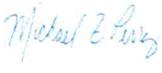
Item ID: 1000187735
Light Trucks, International(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187736
Medium Trucks, International(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

APPROVED:  Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2019.09.26 12:58:11 -0500 BY: Mike Neely Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPO,
ou=CPO,
email=michael.l.neely@tn.gov, c=US
Date: 2019.09.26 11:41:54 -0500 _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CUMBERLAND INTERNATIONAL TRUCKS, INC.
FOR PURCHASE OF HV607 INTERNATIONAL KNUCKLE BOOM TRUCK**

This Contract 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 ("City") and **CUMBERLAND INTERNATIONAL TRUCKS, INC.**, a corporation of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *State of Tennessee SWC 209, Contract No. 64430 with Cumberland International Trucks, Inc.*
- *Price Proposal No. 16411-01 dated August 10, 2021 from Cumberland International Trucks, Inc. for 2022 HV607 SBA International Rear-Mounted Knuckle Boom Truck with options listed*
- *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. 64430 with Cumberland International Trucks, Inc.*
- *Finally, Price Proposal No. 16411-01 dated August 10, 2021 from Cumberland International Trucks, Inc. for 2022 HV607 SBA International Rear-Mounted Knuckle Boom Truck*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) 2022 HV607 SBA International Rear-Mounted Knuckle Boom Truck with options listed**, as set forth in the State of Tennessee Contract No. 64430 with Cumberland International Trucks, Inc. and Contractor's Price Proposal No. 16411-01 dated August 10, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 64430 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 64430 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 Price Proposal No. 16411-01 from Cumberland International Trucks, Inc. dated August 10, 2021, reflecting a **Total Purchase Price of \$212,018.23. This price includes the HV607 SBA base truck with dump body, options listed per price proposal, and heavy-duty grapple loader (knuckle boom).** 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. All invoices should be submitted to accountspayable@murfreesborotn.gov with a copy sent to the City's Contact person listed below.
 - b. Deliveries of all items for the Street Department shall be made within 120 days of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@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, every item shall meet the warranty requirements set forth by the manufacturer or as listed in the Proposal.
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:

Cumberland International Trucks, Inc.
Attn: Chris Randall
1901 Lebanon Pike
Nashville, TN 37210
crandall@cltte.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability,

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

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

Cumberland International Trucks, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Chris Randall
Chris Randall, Director of Sales

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
167541	08/10/21

Customer		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37210

Ship To		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO TN		37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	08/10/21		Destination	

Item	Description	Ordered	UOM	Price Per	Total Price
TNID1000176369	Snow Plow, 8' X 29, Electrical Control System	5.00	EA	6,815.00	34,075.00
TNID1000176367	Spreader, Vbox, 3 CY hopper, auger, 107 length, electric control	2.00	EA	8,050.00	16,100.00

Prepared By: Chris
 Memo:

Sub-Total	50,175.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	50,175.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

**Quoted price does not include any applicable taxes.
 *Terms are Due Upon Receipt unless prior credit
 *Terms for established accounts, NET 30 days
 Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Viking Cives Midwest Inc
PO Box 101768
Atlanta, GA 30392

Vendor ID: 0000117159

Contract Number: 0000000000000000000065323

Title:

Start Date : February 01, 2020 End Date: January 31, 2023

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: 1000120006
Salt Spreader, V-Box Slide-in Hopper for 37,000 GVWR Dump Truck With 10'L X 8-4W X 36H Body, Standard 9 ft
Unit of Measure: EA
Vendor Item/Part #: MW 120-82-54 DUAL AUGER
Manufacturer Item #:
Unit Price: \$ 22912

Line 2

Item ID: 1000120019
Salt Spreader, Augur, 201 Stainless Steel
Unit of Measure: EA
Vendor Item/Part #: SBG-6S AUGER TAILGATE SPREADER
Manufacturer Item #:
Unit Price: \$ 5635

Line 3

Item ID: 1000114263
Snow Plow Truck, Mounted, 12' X 30 With Power Angling (37,000 GVWR)
Unit of Measure: EA
Vendor Item/Part #: MW30R12
Manufacturer Item #: MW30R12
Unit Price: \$ 9332

Line 4

Item ID: 1000114259
Snow Plow Truck, Mounted, 14' X 30 With Power Angling (37,000 GVWR)
Unit of Measure: EA
Vendor Item/Part #: MW30R14
Manufacturer Item #: MW30R14
Unit Price: \$ 9877

Line 5

Item ID: 1000146568
Snow Plow Blade, Rubber, 3 ft
Unit of Measure: EA
Vendor Item/Part #: KUEPER MODEL GK-5 3'
Manufacturer Item #:
Unit Price: \$ 498

Line 6

Item ID: 1000146569
Snow Plow Blade, Rubber, 4 ft
Unit of Measure: EA
Vendor Item/Part #: KUEPER MODEL GK-5 4'
Manufacturer Item #:
Unit Price: \$ 664

Line 7

Item ID: 1000176366
Spreader, Vbox, 2 CY Hopper, Auger, 96 inch Length, Electric Control
Unit of Measure: EA
Vendor Item/Part #: VBX- 8000
Manufacturer Item #:
Unit Price: \$ 7035

Line 8

Item ID: 1000176367
Spreader, Vbox, 3 CY hopper, auger, 107 inch Length, Electric Control
Unit of Measure: EA
Vendor Item/Part #: VBX-9000
Manufacturer Item #:
Unit Price: \$ 8050

Line 9

Item ID: 1000176368
Spreader, 11 Cubic Foot Hopper, Mounts on Class 4-5 Receiver Hitch, Electric Control
Unit of Measure: EA
Vendor Item/Part #: TGS11000
Manufacturer Item #:
Unit Price: \$ 2310

Line 10

Item ID: 1000176369
Snow Plow, 8' X 29, Electrical Control System
Unit of Measure: EA
Vendor Item/Part #: 8' SUPER DUTY
Manufacturer Item #:
Unit Price: \$ 6815

Line 11

Item ID: 1000176370
Snow Plow, 9' X 29, Electrical Control System
Unit of Measure: EA
Vendor Item/Part #: 9' SUPER DUTY
Manufacturer Item #:
Unit Price: \$ 7260

Line 12

Item ID: 1000176371
Snow Plow, 10' X 29, Electrical Control System
Unit of Measure: EA
Vendor Item/Part #: 10' HEAVY DUTY
Manufacturer Item #:
Unit Price: \$ 8355

Line 13

Item ID: 1000176374
Underbody Scraper Blade with ceramic insert, 3'
Unit of Measure: EA
Vendor Item/Part #: KOMBI-3'
Manufacturer Item #:
Unit Price: \$ 525

Line 14

Item ID: 1000176375
Underbody Scraper Blade with ceramic insert, 4'
Unit of Measure: EA
Vendor Item/Part #: KOMBI-4'
Manufacturer Item #:
Unit Price: \$ 700

Line 15

Item ID: 1000186913
Spreader, Salt, V-Box, 15ft. Slide-in
Unit of Measure: EA
Vendor Item/Part #: MW 180-82-62
Manufacturer Item #:
Unit Price: \$ 34155

Line 16

Item ID: 1000186914
Spreader, Salt, V-Box, 19ft. Slide-in
Unit of Measure: EA
Vendor Item/Part #: MW 225-82-62 DUAL AUGER
Manufacturer Item #:
Unit Price: \$ 42505

Line 17

Item ID: 1000189773
Dual Auger 15 FT. Material Spreader V-Box, Independent Leg Stand
Unit of Measure: EA
Vendor Item/Part #: MW 180-82-62 LEG STAND
Manufacturer Item #:
Unit Price: \$ 29315

Line 18

Item ID: 1000189774
Dual Auger 19 FT. Material Spreader V-Box, Independent Leg Stand
Unit of Measure: EA
Vendor Item/Part #: MW 225-82-62 DUAL AUGER LEG STAND
Manufacturer Item #:
Unit Price: \$ 37555

Michael F. Perry/
AWB
APPROVED: _____

Digitally signed by Michael F. Perry/AWB
DN: cn=Michael F. Perry/AWB, o=Central
Procurement Office, ou,
email=Tony.Bybe@tn.gov, c=US
Date: 2020.01.22 13:32:40 -0500'

BY: _____

Mike Neely
PURCHASING AGENT

Digitally signed by Mike Neely
DN: cn=Mike Neely, ou=TN CPO, serial=12,
email=Mike.Neely@tn.gov, c=US
Date: 2020.01.22 11:40:48 -0500'

DATE _____

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VIKING-CIVES MIDWEST, INC.
FOR SNOW PLOW AND SPREADER PURCHASE**

This Contract 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 ("City") and **VIKING-CIVES MIDWEST, INC. dba VIKING-CIVES GROUP**, a corporation of the State of Missouri ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *State of Tennessee Contract with Viking-Cives Midwest, Inc. 65323*
- *Price Quotation 167541 dated August 10, 2021 for 8' Super Duty Snow Plow and VBX-9000 Spreader per quote from Viking-Cives Midwest, Inc.*
- *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 65323 with Viking-Cives Midwest, Inc.*
- *Fourth, Price Quotation 167541 dated August 10, 2021 from Viking-Cives Midwest, Inc.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: Five (5) **8' Super Duty Snow Plows** for the price of \$6,815.00 each and Two (2) **#VBX-9000 Spreaders** for the price of \$8,050.00 each as set forth in the Contractor's Price Quotation 167541 dated August 10, 2021, and State of Tennessee Contract 65323. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract 65323 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 Contract 65323 on January 31, 2023. 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 Price Quotation 167541 dated August 10, 2021 reflecting a price of \$6,815.00 each for five (5) 8' Heavy Duty Snow Plows and \$8,050.00 each for two (2) VBX-9000 Spreaders, for a **Total Purchase Price of Fifty Thousand One Hundred Seventy-Five Dollars and No Cents (\$50,175.00)**. 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. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
 - b. Deliveries and pick-up of all items for the Street Department shall be made within 120 days of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@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, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees

and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (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:

Viking-Cives Midwest
Attn: Dave Wentzel
22956 Hwy. 61
P.O. Box 295
Morley, MO 63767
dwentzel@vikingcivesmidwest.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion,

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

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

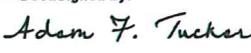
CITY OF MURFREESBORO

VIKING-CIVES MIDWEST, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: 
30FD666B48C848A
Dave Wentzel, General Manager

APPROVED AS TO FORM:

DocuSigned by:

43A2035E51F0401
Adam F. Tucker, City Attorney



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
167526	08/11/21

Customer		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37210

Ship To	
CITY OF MURFREESBORO, TN 620 W MAIN ST	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	08/11/21		Destination	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 080818-VCM Customer member # (20562) Item sold (SW-TK0500, SW-TK0554, SW-SP0100, SW-SR0210, NJ2500)	1.00	EA	0.00	0.00
SALES	10' medium duty dump body that includes doghouse and cab shield corners - less hoist, load cover, LED warning lights, tension hoop, auxiliary hydraulic connections and installation - Western Style crossmemberless design - Corten material - 16" side height - 24" tailgate height - 1/4" AR450 floor - Pullout ladder with grab handle - Fully welded and dirt-shedding - 1/4" Corten trapezoid style, fully enclosed long sills (no splices) - Horizontal bracing sloped and fully welded - Driver's side hydraulic lines to rear for spreader hookup - Offset tailgate with sideboard pockets - Flush-mount tailgate	1.00	EA	33,113.00	33,113.00
SALES	Scissor hoist package	1.00	EA	0.00	0.00
MSRP2370	Window shade style pullout tarp for single axle body	1.00	EA	0.00	0.00
SALES	Municipal lighting package	1.00	EA	0.00	0.00
SALES	Pintle plate kit that includes 2" receiver, 1/2" plate, and d-rings	1.00	EA	0.00	0.00
MSRP9100	Single axle install kit (includes miscellaneous electrical components and hardware)	1.00	EA	0.00	0.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	0.00	0.00
MSRP9150	18X18X24 stainless steel tool box (includes	1.00	EA	0.00	0.00



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
167526	08/11/21

Customer		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37210

Ship To	
CITY OF MURFREESBORO, TN 620 W MAIN ST	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	08/11/21		Destination	

Item	Description	Ordered	UOM	Price Per	Total Price
	stainless handle and brackets installed)				

Prepared By: Chris
 Memo: SOURCEWELL
 LIST PRICING SHOWN ON EACH ITEM. A 25% MSRP DISCOUNT HAS BEEN APPLIED TO THE TOTAL

Sub-Total	33,113.00
Shipping	0.000
Discount	8,278.00
Taxes	0.00
Total	24,835.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.
 *Terms are Due Upon Receipt unless prior credit
 *Terms for established accounts, NET 30 days
 *Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
167542	08/10/21

Customer		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37210

Ship To	
CITY OF MURFREESBORO, TN 620 W MAIN ST	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	08/10/21		Destination	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 080818-VCM Customer member # (20562) Item sold (SW-TK0516, SW-SR0210, NJ2500)	1.00	EA	0.00	0.00
SALES	11'4" skirted flatbed body (96" wide) for 84" CA, 4" sides, drop-in gate, painted black	1.00	EA	16,020.00	16,020.00
SALES	Dual motor electric spreader, auger conveyor, 70" width, 46" height, 4.5 cu. yd.	1.00	EA	15,232.00	15,232.00
SALES	10' galvanized steel spreader stand	1.00	EA	4,070.00	4,070.00

Prepared By: Chris
 Memo: SOURCEWELL
 LIST PRICING SHOWN ON EACH ITEM. A 25% MSRP DISCOUNT HAS BEEN APPLIED TO THE TOTAL

Sub-Total	35,322.00
Shipping	0.000
Discount	8,833.00
Taxes	0.00
Total	26,489.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.
 *Terms are Due Upon Receipt unless prior credit
 *Terms for established accounts, NET 30 days
 *Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E684E3

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F76ED2BA54744E

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Viking-Cives Midwest

Authorized Signatory's Title General Manager

Stephen H. Rider

VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider

(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

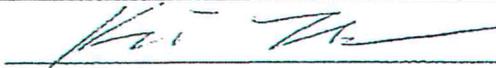
Sourcewell Contract # 080818-VCM

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Cives Corporation DBA Viking-Cives Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
		No exceptions are requested	

Proposer's Signature: 

Date: August 2nd 2018

Sourcewell's clarification on exceptions listed above:



FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwarziz

781440620E884E3

SOURCEWELL DIRECTOR OF OPERATIONS AND

PROCUREMENT/CPO SIGNATURE

Jeremy Schwarziz

(NAME PRINTED OR TYPED)

Chad Coquette

3F75E02BA54744C

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette

(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Viking-Cives Midwest

Authorized Signatory's Title General Manager

Stephen H. Rider

VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider

(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

Sourcewell Contract # 080818-VCM

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____
Cives Corporation
DBA Viking-Cives

Address: Mail: PO Box 295

City/State/Zip: Morley, MO 63767

Telephone Number: 573-262-3545

E-mail Address: srider@cives.com

Authorized Signature: _____ *Stephen H. Rider*

Authorized Name (printed): _____ Stephen H. Rider

Title: Vice President & General Manager

Date: August 2nd 2018

Notarized

Subscribed and sworn to before me this 2nd day of August, 2018

Notary Public in and for the County of Scott State of Mo

My commission expires: May 23, 2021

Signature: _____ *Mary Lou Dell*



service for the other manufacturers with the exception of a Chassis. Truck Chassis will be handled by a local dealership for that make.

- What are your proposed exchange and return programs and policies? We provide exchange and returns on incorrect parts at no charge provided the item is not damaged. Electronic items are not returnable if opened.

6) Describe any service contract options for the items included in your proposal.

Options for service and operator familiarization will be available in our Price and Product list. Options are available for the equipment and chassis.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering Parts, Service, Training, Equipment, Open market and Sourced goods, Turn Key units, and Chassis, for Snow and Ice control along with wear items and related Roadway Maintenance equipment.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is category based with a MSRP and discounted price shown. Items being offered through Sourcewell will have a 25% off MSRP discount.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing is set at a 25% discount off MSRP.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Large purchases may qualify for an additional discount off MSRP.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Open market and sourced goods will be quoted on each request with a variable markup not to exceed 25%.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

addition to that we have recently added a dedicated Stainless Steel manufacturing facility to limit any potential contamination to the stainless steel. We have added value by continuing to use the highest quality high tensile steel products for added product life.

21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

All products are installed to meet the requirements needed for a completed vehicle with documented compliance. Those include Federal motor vehicle standards that cover lighting, mud flaps, and collision protection.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Attached is documentation about the longevity of corrosion resistant steel products.

Signature:  Date: August 2nd 2018

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VIKING-CIVES MIDWEST, INC.
FOR VEHICLE PURCHASES**

This Contract 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 ("City") and **VIKING-CIVES MIDWEST, INC. dba VIKING-CIVES GROUP**, a corporation of the State of Missouri ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell's Contract with Viking-Cives Midwest, Inc. 080818-VCM*
- *Price Quotation 167526 dated August 11, 2021 for a 10' Medium Duty Dump Body Truck with accessories listed per quote and Price Quotation 167542 dated August 10, 2021 for an 11'4" Skirted Flatbed Body Truck, Electric Spreader, and 10' Galvanized Spreader Stand as listed per quote from Viking-Cives Midwest, Inc.*
- *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 Sourcewell Contract 080818-VCM with Viking-Cives Midwest, Inc.*
- *Fourth, Price Quotation 167526 dated August 11, 2021 and Price Quotation 167542 dated August 10, 2021 from Viking-Cives Midwest, Inc.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: One (1) **10' Medium Duty Dump Body Truck with accessories listed** for the discounted price of **\$24,835.00** as set forth in Contractor's Price Quotation 167526 dated August 11, 2021, AND per Contractor's Price Quotation 167542 dated August 10, 2021, One (1) **11'4" Skirted Flatbed Body Truck** for \$12,015.00, One (1) **4.5 Cu. Yd. Electric Spreader** for \$11,424.00, and One (1) **10' Galvanized Steel Spreader Stand** for \$3,050.00 (twenty-five percent (25%) discount reflected in price). Prices are as set forth in the Sourcewell Contract 080818-VCM with Viking-Cives Midwest, Inc. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract 080818-VCM 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 Sourcewell Contract 080818-VCM on October 29, 2022. 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 Price Quotation 167526 dated August 11, 2021 **and** Price Quotation 167542 dated August 10, 2021 reflecting a **Total Purchase Price of Fifty-One Thousand Three Hundred Twenty-Four Dollars and No Cents (\$51,324.00)**. 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. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person listed below.
 - b. Deliveries and pick-up of all items for the Street Department shall be made within 120 days of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@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, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (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:

Viking-Cives Midwest
Attn: Dave Wentzel
22956 Hwy. 61
P.O. Box 295
Morley, MO 63767
dwentzel@vikingcivesmidwest.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

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

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

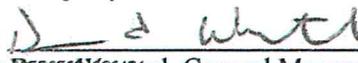
[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

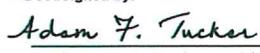
CITY OF MURFREESBORO

VIKING-CIVES MIDWEST, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: 
Dave Wentzel, General Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: 2021 West Forks Stones River Bioassessment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

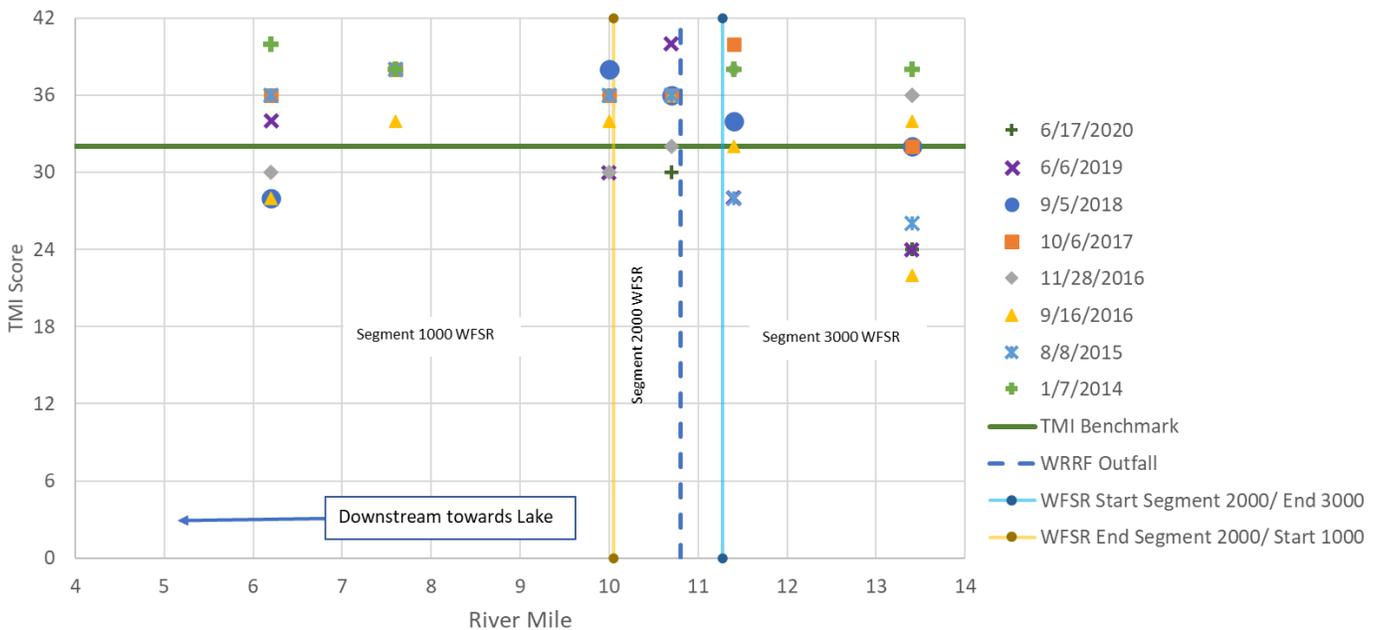
2021 assessment of water quality and biological health in the West Fork Stones River by conducting a macroinvertebrate survey; a continuation of effort initiated in 2014.

Staff Recommendation

Approve SSR engineering task order 09-47-001.2; amendment #8.

Background Information

These sampling results for the West Fork Stones River (2014 thru 2020) are depicted in the chart below:



All results demonstrate the West Fork is exceeding the standard for Tennessee Macroinvertebrate Index (TMI) of 32 (scores above the horizontal green line) of Murfreesboro’s ecoregion. Additionally, the assessments demonstrate that the effluent being discharged from the Water Resource Recovery Facility (WRRF) is not impacting stream health (left of dashed vertical blue line). TMI scores assess biological integrity

of streams. Macroinvertebrates are used by TDEC as indicator organisms to determine if a stream supports fish and aquatic life.

The continued sampling efforts and TMI scores are intended to support the strategy of approaching TDEC to offer alternate permitting potentials to assist the City in addressing the growth projected in the 2035 Comprehensive Plan.

In addition to the macroinvertebrate sampling, staff has asked AquAeTer to conduct another stratification study of J. Percy Priest. This study was approved for FY20 but was not conducted. The study is intended to demonstrate that during stratified conditions in the reservoir, the phosphorus being discharged from the City's Water Resource Recovery Facility (WRRF) is not getting into the lower reaches or deeper part of the lake where Smyrna is withdrawing water to supply their drinking water plant.

Council Priorities Served

Improve economic development

Continued demonstration of the WRRF benefitting and enhancing the West Fork Stones River allows for its potential expansion and afford the City continued growth through sanitary sewer service.

Expand infrastructure

The WRRF expansion allows sanitary sewer collection system infrastructure expansion into new service areas and affords redevelopment opportunities within currently developed service areas.

Fiscal Impact

The extension to sampling and monitoring the West and East Fork Stones River and J. Percy Priest stratification study is a net additional fee of \$84,740 from previous approved fee ceilings. The optional stratification study is \$42,500 and was approved last year, but not conducted. The expenses, 127,240, will be funded by the Department's working capital reserves in the amount of \$127,240.

MWRD's 5-yr CIP earmarked \$150,000 for Stones River Water Quality studies for FY22.

Attachments

1. SSR Amendment to Task Order 09-47-001.2 Amendment #8
2. AquAeTer Proposal to Continue to Conduct Water Quality and Biological Analyses of the East Fork Stones River and the West Fork Stones River for the Murfreesboro Water Resources Department and to Include Collection of Additional SOD Measurements with an Optional Stratification Study in Support of the Previously Developed Wasteload Allocation Model

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Work Order 09-47-001.2
Amendment No. 8

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 2, 2014
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc
- d. Project: West Fork NPDES Application

2. *Description of Modifications:*

- a. Spring/Summer Sampling for 2021 and Fall Sampling for 2021. To continue establishing a baseline of data to support MWRD's contention that the Murfreesboro Water Resource Recovery Facility (MWRRF) effluent is helping rather than hurting the overall health of the West Fork Stones River, and to further that baseline for a potential NPDES permit application on the East Fork Stones River, two additional sampling events; at 6 stations on the West Fork and 3 stations on the East Fork; will occur in the Spring/Summer of 2021 and the Fall of 2021. The amendment also includes Sediment Oxygen Demand sampling at 3 locations to supplement data for the waste load allocation model. It is anticipated that there will be two meetings at MWRD to review the results of these efforts and one meeting with TDEC. The approximate cost of this effort is \$84,740.00, including \$81,700.00 for continued sampling and \$3,040.00 for additional SSR consulting and coordination efforts. An additional dye test for lake stratification in J. Percy Priest Reservoir is included as an optional service, if authorized by MWRD. The approximate cost of this optional effort is \$42,500.00

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 207,000.00
b. Net change for prior amendments:	\$ 365,181.00
c. This amendment amount:	\$ 84,740.00
d. Adjusted Agreement amount:	\$ 656,921.00
e. Optional dye study amount:	\$ 42,500.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:



By: _____

By: Andrew Johnson, PE

Title: _____

Title: Principal

Date Signed: _____

Date Signed: August 17, 2021

APPROVED AS TO FORM:

City of Murfreesboro Legal Department



May 13, 2021

212638

Mr. Brent Fowler, P.E.
Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, Tennessee 37204

Sent via e-mail to BFowler@ssr-inc.com

RE: Proposal to Continue to Conduct Water Quality and Biological Analyses of the East Fork Stones River and the West Fork Stones River for the Murfreesboro Water and Sewer Department and to Include Collection of Additional SOD Measurements with an Optional Stratification Study in Support of the Previously Developed Wasteload Allocation Model

Dear Mr. Fowler:

At your request, **AquAeTer, Inc.** has prepared a Scope of Work to continue providing water quality analyses and biological analyses of the East Fork Stones River and the West Fork Stones River. This proposal includes collecting sediment oxygen demand (SOD) measurements at three locations. As an option to further support the previous studies, an additional task consisting of performing a second dye trace to confirm the flow pathway of the stream through Percy Priest Lake during a stratified time is also included. Results from the 2019 dye trace study indicated that the West Fork Stones River flows into Percy Priest and remains in the metalimnion when the Lake is stratified. A second study is recommended to show that this is not a one-time phenomenon. This study would support the City of Murfreesboro's position that the MWRRF is not causing degradation of downstream drinking water usage. The biological investigations are to be conducted in both streams to continue to develop a database to determine if these streams are meeting their designated uses. Additionally, the East Fork Stones River is an excellent Reference Stream which has the same stream order as the West Fork Stones River and has similar basin characteristics. The work will include biological and nutrient data collection to evaluate the health of both Rivers. Previous studies have demonstrated that nutrient loadings from the outfall do not impair the biological health of the stream. These data will be collected over one summer period and one fall period with field collections for macroinvertebrates and water quality during each season, and three individual 90-day time-series Biochemical Oxygen Demand (BOD) analyses at three locations. The biological and nutrient data can then be submitted to the State to provide additional real data to demonstrate that the West Fork Stones River is meeting its designated use and is not

impaired. The biological study area extends on the West Fork Stones River from Nice Mill Dam Recreation area to the City of Murfreesboro Greenway Trailhead and on the East Fork Stones River from the transition zone of the backwaters of Percy Priest Lake and the free-flowing portion of the river to the upstream extent of the Coleman Farm.

SCOPE OF WORK

AquaAeTer has prepared the following scope of work for this project. The scope of work will include monitoring both the East Fork Stones River and the West Fork Stones River to assess the current status with regards to their designated uses.

Work Plan

A dye trace was conducted during the 2016 Wasteload Allocation (WLA) study and again in late summer of 2019. The Work Plan will be amended as needed to include additional water quality parameters.

The previous WLA study included SOD measurements. The Work Plan for the WLA will be amended for the new SOD measurement locations.

A Work Plan was previously developed for the water quality and biological analyses work in 2015. No amendments to this Work Plan are required. We would suggest this Work Plan be provided to multiple TDEC personnel for their concurrence and to let them know that they will be invited to attend the field surveys.

Stream Investigations

Dye Study (Optional, but recommended)

TDEC has listed Percy Priest Lake's designated use as a water supply as "threatened" by phosphorus from the West Fork Stones River and the City of Murfreesboro's outfall. This description has not been described by TDEC and data used as the basis for this description have not been provided, despite requests by the City. The stratification study completed in 2019 showed that the West Fork Stones River was not hydraulically connected to the hypolimnion, which is where the Smyrna water intake structure draws water. Additional data taken indicate large phosphorus concentrations in the Lake bed sediments, which is in line with publicly available knowledge of the regional phosphorus content. It is expected that this phosphorus is more likely to be released to the sediment when the water column in contact with the sediment is anoxic or anaerobic, which naturally occurs when the Lake becomes stratified.

We would suggest analyses of the water and sediments during a non-stratified condition as well. We have included a second round of water quality sampling in this proposal.

Rhodamine WT dye will be injected at the Murfreesboro Water Resources Recovery Facility. Four locations, dependent upon the availability of appropriate equipment, are proposed for deploying dye monitoring equipment, as follows:

1. West Fork Stones River, downstream from Nice Mill Dam, but upstream from the embayment;
2. West Fork Stones River, upstream from confluence with the East Fork Stones River, in the embayment area;
3. Stones River, within approximately one mile downstream from the confluence; and
4. Stones River, near Jefferson Street Bridge.

At each location within Percy Priest, sondes will be deployed in the epilimnion, metalimnion, and hypolimnion. Each sonde will monitor water quality and Rhodamine. The sondes will be deployed for approximately 2 to 5 days, dependent upon the time of travel.

In addition to the sonde deployment and retrieval, 4 River trips will be conducted. The first will be an initial trip to assess the water quality at the three locations. The other three will be conducted to supplement the dye monitoring sondes. If the dye has not reached the sondes at the time of retrieval, one of the trips will be used to find the dye with the equipment on the boat.

At each station, sediment samples will be collected, once during the dye study, and once following the end of stratification. These samples will be analyzed for metals and nutrients. It is anticipated that equipment will be able to collect the sediment samples. However, if the equipment cannot collect sediment at the station, **AquaAeTer** may send our certified divers to collect sediment. Diving costs have not been included. If diving is necessary, **AquaAeTer** will send a change order to cover the costs of the equipment.

A fifth station will be monitored for water quality constituents near the water intake facility on the East Fork Stones River near I-840, operated by Consolidated Utilities District. No equipment will be deployed, but water quality will be monitored at this location. The inclusion of this station will allow us to determine if the downstream water treatment plant is being subjected to different conditions in the water.

The post-stratification event is intended to show the difference in water column constituents when the lower levels are not anoxic.

Sediment Oxygen Demand (SOD) Measurements

SOD measurements can be determined *in situ* methods and calculations found in Murphy and Hicks¹. SOD chambers are shown in Figure 1. The chamber in the foreground has the water quality probe installed. Care is taken to keep the water quality probe out of the sediment when seating the chamber.

Three SOD chambers are placed at each location. The chambers are designed so that the bottom is open to the sediments. Water in the chamber is circulated using a submersible pump. The sides and top of each chamber are sealed so that there is no exchange with areas outside of the chamber. For each station, a “blank” chamber is also deployed to determine the oxygen uptake due to the water column. The blank is filled with river water, but is not open to the sediment. Water is also circulated in this chamber with a submersible pump.

After the blank is filled, the chamber is sealed to prevent exchange of dissolved oxygen (DO) from outside the chamber.

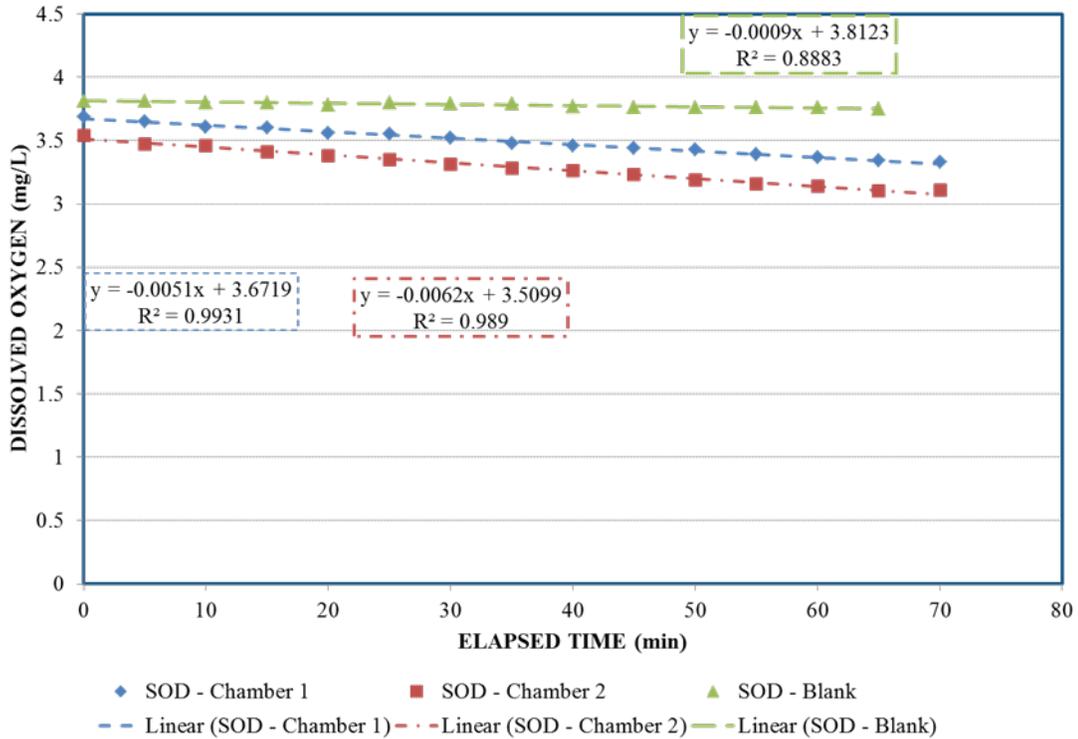
An example of DO measurements collected within SOD chambers from a river is provided in Figure 2. The rate of decline of the DO concentrations with time for each chamber is calculated by determining the slope of the line. The uptake rate for the DO is determined by subtracting the slope of the blank chamber from the slope of the other chambers. The DO uptake rate is then input into a formula using the volume and area of the chamber, which results in an SOD rate. The temperature at the time of the measurement is also recorded so that the SOD rate can be related to a standard temperature, such as 20°C, using the Arrhenius equation given in the Murphy and Hicks document.

Figure 1. SOD Chambers



¹ Murphy, P., & Hicks, D. (1986). In-situ method for measuring sediment oxygen demand. In K. Hatcher (Ed.), *Sediment Oxygen Demand - Processes, Modeling and Measurement* (pp. 307-322). Athens, Georgia: University of Georgia, Institute of Natural Resources.

Figure 2. Example of SOD Results



SOD measurements will be taken at three stations along the West Fork Stones River in the study area. Station locations were selected based on the previously-developed wasteload allocation model. Locations selected aim to fill information gaps for sections of the river where SOD measurements were not collected by **AquaTe** during the 2017 study, as well as based on DO sensitivity to SOD in the model. Proposed locations of SOD sample stations are as follows:

1. West Fork Stones River, RM 9.8, approximately 1 mile downstream of MWRRF effluent; and
2. West Fork Stones River, RM 9, approximately 1 mile upstream of Vanderford Spring; and
3. West Fork Stones River, RM 6, approximately 0.3 miles downstream of Nice Mill Dam.

Water Quality and Biological Analyses

The West Fork Stones River is currently listed as impaired due to nutrient enrichment and sedimentation. Biological studies that have been completed by the state and various other organizations appear to have not followed the Standard Operating Procedures (SOP) established by the state. Also, there is no specific impairment that is caused by nitrate other than the 10 mg/L drinking water standard for nitrate or for orthophosphate, which literature suggests is not toxic at over 100 mg/L. Nitrate and phosphate are not toxic to fisheries or macrobenthos at the concentrations that have been found in the previous sampling events. It is used by algae for

primary productivity, but no algae studies have been completed by the State to demonstrate that the algal populations are not healthy. Murfreesboro's algae studies conducted by **AquaEter** have shown that the algae provide a positive dissolved oxygen addition to the West Fork Stones River (+0.3 mg/L or more). The other issue here is that the water quality regulations promulgated by the Tennessee Department of Environment and Conservation has a DO of 5 mg/L at all times versus the more normal DO standard for southern streams of 5 mg/L as a 24-hr average with no 8-hour period during the 24-hour day being less than 4 mg/L. In other words, TDEC's water quality standard does not allow for the natural diurnal cycle that is expected due to primary productivity. This is a fallacy within the TDEC regulations since natural systems can result in diurnal DOs less than a fixed 5 mg/L DO standard and still be a non-impaired stream with healthy aquatic resources. The biological investigations will be done to determine if the current diurnal DO swing negatively or positively affects the aquatic resources of the two rivers.

To continue building the database of data for the West Fork Stones River, we propose to do the following investigations:

1. Macrobenthological Collections will be conducted at six stations on the West Fork Stones River and at three locations on the East Fork Stones River, a total of nine stations. One event will be completed during the summer months, while the other one will be completed during a fall month. Based on conversations with Deedee Kathman, October would be the latest month to sample. **AquaEter** will follow the TDEC SOP for macrobenthos collections. **AquaEter** will collect the macrobenthos samples in the field and bring them back to the laboratory for sorting and identification of the macrobenthos under the microscope. One part of the TDEC macrobenthological SOP uses a field procedure that takes about 1 hour to complete in the field and then calls for laboratory confirmation of the rapid field bioassessment. According to the State SOP, the field rapid bioassessment cannot be relied on to make assessments or conduct statistical metrics on the macrobenthological community. The semi-quantitative method described in the SOP will be utilized. Macrobenthos specimens will be identified to the species level, except for chironomids which will be identified to the genus, and a third party will be used to verify the reference collection. Macrobenthos will be collected sometime between June to as late as October during periods when high flows have not occurred for 2 weeks prior to the specimen collection period, per the TDEC SOP.

During the macrobenthic sample collections an invitation will be extended to TDEC to attend the sampling event to observe the techniques being utilized by **AquaEter**. This will allow TDEC to visually witness that all State SOPs are being followed as written in the 2017 *Standard Operating Procedures for Macroinvertebrate Stream Surveys*.

During each macrobenthic sample event, habitat assessments will be completed. The TDEC SOP will be followed when completing the habitat assessment at each station. Discharge measurements of the stream will be made at each station during the collection.

2. Water Quality analyses will be performed during the macrobenthic collection and will include samples from the locations of which the macrobenthos were collected. The following is a list of the proposed analyses for each sample:
 - a. Nitrogen including:
 - i. Total Kjeldahl nitrogen (TKN);
 - ii. Ammonia nitrogen; and
 - iii. Nitrite + nitrate nitrogen.
 - b. Phosphorous:
 - i. Total phosphorus; and
 - ii. Dissolved orthophosphate; and,
 - c. In-situ water quality measurements that will include instantaneous water temperature, dissolved oxygen, pH and specific conductivity at 25°C.

3. 90-Day time-series Biochemical Oxygen Demand
Water samples will be collected from three locations during three different months. The proposed locations for collection are as follows:
 - a. Upstream from the current POTW outfall on the West Fork Stones River;
 - i. Will serve as a background sample to characterize the upstream contributions.
 - b. Current effluent; and
 - c. Downstream from the current POTW outfall near WF003 from 2014 sampling;
 - i. Will allow for a correlation of the high TMI score with nitrogen and phosphorus concentrations.

Samples will be transported back to the **AquaTer** lab and set up for future analysis. Nine (9) individual water quality samples will be taken from each sample. These samples will be taken at approximately Time 0, Day 5, Day 10, Day 15, Day 20, Day 30, Day 45, Day 60, and Day 90. The following nutrients will be analyzed:

- a. TKN (Time 0 and Day 90);
- b. Nitrite + Nitrate;
- c. Ammonia;
- d. Total Phosphorus; and,
- e. Dissolved orthophosphates.

Dissolved oxygen content will be measured approximately 18 times throughout the duration of the 90-day period. These oxygen measurements will be recorded and used

to calculate a BOD for each sample. This calculation will provide the amount of dissolved oxygen needed by aerobic organisms to breakdown organic material over a specific time period, in this case 90 days.

The end result will provide the ultimate carbonaceous biochemical oxygen demand as well as the potential nitrogenous oxygen demand for the stream and effluent samples.

Meetings

We have included costs for three meetings over the course of the study. We anticipate one meeting with the State to discuss the results of field activities following the completion of the study. The other meeting is intended for periodic updates during the course of the study.

Report

At the completion of all field events, one full report will be developed summarizing the findings of all events. In addition, a separate BOD sample report will be provided. A separate report will be provided for the optional dye study.

SCHEDULE

AquaAeTer is prepared to begin this project upon authorization from the City of Murfreesboro. The water quality and biological analyses Work Plan is complete. It is anticipated that the field work for the benthic investigation will take place in the early summer months, while the second benthic investigation will target collection in September or October. The BOD samples take 90 days to complete plus time for the final analytical laboratory results to be provided. It is likely that this portion of the work will extend into the following year. These dates are subject to change due to weather conditions.

The Work Plan for the SOD measurement study will be extracted from the previously prepared WLA Work Plan. By the nature of the SOD chambers, the measurements must take place in pools with sufficient depth to ensure the chambers are completely submerged. The chambers can be submerged in approximately two feet of water. It is anticipated that the field work for this study will take place in September 2021.

The dye trace study Work Plan will require minor updates. It is anticipated that the field work for the stratification investigation will take place beginning in July 2021. It is anticipated that the Lake will be stratified in August or September. The post stratification event is expected to occur in October or November 2021.

Assuming the weather cooperates, it is anticipated that the first draft of the summary report will be available in the Fall or Early Winter of 2021, not including any ongoing BOD sample

results. A separate stratification study summary report will be provided approximately one month following the dye study and any post-stratification monitoring.

COST ESTIMATE

AquaAeTer has prepared a cost estimate for this work, as presented in Table 1. The total estimated cost is \$81,700. This cost includes water quality collection, two macroinvertebrate sampling events, SOD rate measurement at three locations, and three collections of water for the time-series BOD analysis, including the 90-day monitoring of water samples. We have also included costs of three meetings during the course of the work. A separate cost estimate for the optional stratification study is presented in Table 2, with an estimated cost of \$42,500. This cost includes stratification monitoring in the Lake, the dye study, and a follow-up monitoring event post-stratification.

PROJECT EXPERIENCE

AquaAeTer professionals have extensive water quality and NPDES Permitting project experience in 29 states, 1 territory and 6 foreign countries. A few projects pertinent to this project include work in Tennessee, Georgia, Alabama, Florida, South Carolina, North Carolina, Arkansas, Louisiana, Texas, and Oklahoma.

Our team has conducted numerous comprehensive water quality and TMDL analyses including nutrient eutrophication issues as well as biological investigations. Previous work experience includes:

- East Fork Stones River, Murfreesboro, Tennessee;
- West Fork Stones River, Murfreesboro, Tennessee;
- Stones River, Murfreesboro and Smyrna, Tennessee
- Harpeth River, Franklin, Tennessee;
- Cumberland River, Nashville, Tennessee;
- Mill Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Overall Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Tennessee River, Counce, Tennessee;
- Tennessee River, New Johnsonville, Tennessee;
- Clinch River, Oak Ridge and Clinton, Tennessee;
- Duck River, Columbia, Tennessee;
- Pigeon River, Tennessee;
- French Broad River, Tennessee;
- Pigeon River, North Carolina;
- Tombigbee River, Naheola, Alabama;
- Intracoastal Waterway, Gulf Shores, Alabama;
- Alabama River, Burkville, Alabama;

- Alabama River, Yellow Bluff, Alabama;
- Huntsville Spring Branch/Indian Creek, Redstone Arsenal, Alabama;
- Tennessee River, Decatur, Alabama;
- Tombigbee River, Naheola, Alabama;
- Conecuh, Brewton, Alabama;
- Escambia River and Escambia Bay, Pensacola, Florida;
- St. Johns River, Palatka, Florida;
- Hillsborough Bay, Tampa, Florida;
- Manatee River, Bradenton, Florida;
- North and West Bays, Panama City, Florida;
- Turtle River, Brunswick, Georgia;
- North Newport River, Georgia;
- Conasauga, Coosawattee and Oostanaula Rivers, Dalton, Georgia;
- Chattahoochee River, Atlanta, Georgia;
- Ocmulgee and Altamaha Rivers, Georgia;
- Flint River, Woodbine and Oglethorpe, Georgia;
- Savannah River, Augusta, Georgia;
- Broad River/Savannah River/Lake Murray, Elberton, Georgia;
- Ouachita River, Camden and Crossett, Arkansas;
- Red River, Ashdown and Fulton, Arkansas;
- Arkansas River, Little Rock, Arkansas;
- Arkansas River, Russellville, Arkansas;
- Pearl River, Monticello, Mississippi;
- Tennessee River, Calvert City, Kentucky;
- Arkansas River, Muskogee, Oklahoma;
- Grand Neosho River, near Pryor, Oklahoma;
- Mississippi River, Cordova, Alton, and Sauget, Illinois;
- Illinois River, Ottawa and Henry, Illinois;
- Illinois River, Liverpool, Illinois;
- Wabash River, Cowling, Illinois;
- Rock River, Rockford and Joslin, Illinois;
- St. Joseph River, Auburn, Indiana;
- Lake Michigan, Whiting, Indiana;
- Wabash River, Terre Haute, Indiana;
- Des Moines River, Eddyville, Iowa;
- Fox River, Twin Locks, Wisconsin;
- Superior Bay, Duluth, Minnesota;
- St. Louis River, Cloquet, Minnesota;
- Embarrass River, Aurora, Minnesota;
- Fields Brook/Ashtabula River, Ashtabula, Ohio;
- Lake Erie, Ashtabula, Ohio;
- Ohio River, Cincinnati, Ohio;
- Paint Creek, Greenville, Ohio;
- Amuay Bay, Amuay, Venezuela;

PROJECT TEAM

AquAeTer will assign Mike Corn, P.E. (TN), BCEE as Sr. Technical Consultant. Mr. Corn worked with Smith Seckman Reid on the original Wasteload Allocation Study for the West Fork Stones River in the early 1980's. He recently directed the field work on the East Fork Stones River and West Fork Stones River. Mr. Corn has been involved in TMDL, assimilative capacity studies, and water quality investigations including biological investigations defining impacts of poor or good water quality on the overall health of the stream. He has also conducted dispersion modeling and permit negotiations, for over 40 years. He has studied over 200 stream, river, lake, estuary, and open ocean systems both in the U.S. and abroad. He has assisted the USEPA, Athens, in the calibration of the dynamic (WASP) wasteload allocation model on the Alabama River near Montgomery, Alabama. He has completed numerous water quality projects in USEPA, Region 4, including projects in Tennessee, Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina.

John Michael Corn, P.E. (TN) will serve as the Project Manager. Mr. Corn directed the most recent wasteload allocation study for the West Fork Stones River and has been managing the biological and water quality data collection studies in the West Fork and East Fork Stones Rivers since 2013. Mr. Corn has more than 18 years' experience in conducting water quality surveys.

Other **AquAeTer** staff members who will assist on the project include Dr. Deedee Kathman, Jerrod Manning, Rachel Stribling, Amy Shaw, and Georgia Caplen. Other staff may be employed as needed to complete the project.

STANDARD CONTRACTURAL TERMS

This project will be conducted pursuant to **AquAeTer's** contractual terms provided in the Standard Contractural Terms section of this proposal. **AquAeTer** will use good engineering and scientific practices consistent with the profession and regulatory requirements. Payment will be due 30 days after receipt of invoice. Acceptance of this proposal, standard contractual terms, and attachments can be accomplished by signing and returning one copy (along with an accompanying purchase order) to the following address:

AquAeTer, Inc.
215 Jamestown Park, Suite 100
Brentwood, TN 37027

This proposal will remain valid if accepted within 30 days from May 13, 2021.

CONCLUDING REMARKS

If you have questions or comments pertaining to this proposal, please contact us by telephone at (615) 373-8532, by FAX at (615) 373-8512, or by e-mail at jmcorncorn@aquaeter.com or ashaw@aquaeter.com. We appreciate the opportunity to assist you on this project.

Sincerely,

AquAeTer, Inc.

A handwritten signature in blue ink, appearing to read 'JMC', with a long horizontal flourish extending to the right.

John Michael Corn, P.E. (TN)
President

cc: Michael R. Corn, P.E. (TN), BCEE

TABLE 1. COST ESTIMATE TO PERFORM MACROINVERTEBRATE SURVEY, SOD MEASUREMENT, AND WATER QUALITY ANALYSES

CATEGORY	TASK 1 SITE EVALUATION, WORK PLANS, HEALTH&SAFETY PLAN		TASK 2 WATER QUALITY ANALYSES		TASK 3 SOD MEASUREMENT		TASK 4 MACROBENTHOS COLLECTION EVENT		TASK 5 LONG-TERM BOD		TASK 6 THREE MEETINGS		TASK 7 SUMMARY REPORT		TOTAL HOURS	BILL RATE	TOTAL COST
	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	Per Sample	Flat Rate	(hrs)	(\$)	(hrs)	(\$)			
LABOR																	
Sr. Technical Consultant																	
Michael R. Corn, P.E.	1	\$305	1	\$305	2	\$610	1	\$305			12	\$3,660	2	\$610	19	\$305	\$5,795
Project Manager																	
John Michael Corn, P.E.	2	\$400	4	\$800	14	\$2,800	12	\$2,400			24	\$4,800	8	\$1,600	64	\$200	\$12,800
Project Scientist/Engineer																	
Amy Shaw, Ph.D., P.E.	2	\$240	1	\$120		\$0		\$0			20	\$2,400	16	\$1,920	39	\$120	\$4,680
Deedee Kathman		\$0	6	\$600		\$0	32	\$3,200				\$0	8	\$800	46	\$100	\$4,600
Terrod Manning	4	\$320	6	\$480	14	\$1,120	24	\$1,920				\$0	16	\$1,280	64	\$80	\$5,120
Rachel Sribling		\$0	6	\$480		\$0	32	\$2,560				\$0	6	\$480	44	\$80	\$3,520
Georgia Caplen		\$0		\$0	14	\$1,050		\$0				\$0	6	\$450	20	\$75	\$1,500
Technician		\$0		\$0		\$0		\$0				\$0		\$0	0	\$55	\$0
Administrative		\$0		\$0	2	\$130		\$0				\$0	4	\$260	6	\$65	\$390
Total Labor Expenses	9	\$1,265	24	\$2,785	46	\$5,710	101	\$10,385	\$2,100	\$21,000	56	\$10,860	66	\$7,400	256		\$59,405
EXPENSES																	
Copies, Fax, Telephone		\$25		\$25		\$25		\$25		\$25		\$50		\$100			\$275
Travel and Per Diem																	
Rental Car and Gas						\$76		\$153									\$229
Laboratory Expenses																	
Sort, ID, Data Entry, Supplies								\$5,500									\$5,500
Equipment Rentals																	
Boat																	\$0
Water Quality Castaway																	\$0
GPS				\$45				\$45									\$90
Water Quality Multi-Probe				\$275				\$275									\$550
Current Meter				\$375				\$375									\$750
Hydrolabs						\$2,338											\$2,338
Fluorometer																	\$0
Generator																	\$0
SOD Chambers						\$136											\$136
Miscellaneous Equipment				\$200				\$250									\$450
Rhodamine WT																	\$0
Shipping				\$250				\$250									\$500
Total Expenses		\$25		\$1,170		\$2,576		\$6,873		\$25		\$50		\$100			\$10,819
ANALYTICAL LABORATORY																	
TKN, NO2+NO3, NH3 (water)			20	\$1,650													\$1,650
TP, PO4 (water)			20	\$990													\$990
Metals (total and dissolved, water)																	\$0
TP (sediment)																	\$0
Metals (soil)																	\$0
TKN, NO2+NO3, NH3 (sed.)																	\$0
Lab Environmental Fee				\$24													\$24
Total Laboratory Expenses		\$0		\$2,664		\$0		\$0		\$0		\$0		\$0			\$2,664
SUB-CONTRACTOR																	
Third Party Verification								\$4,840									\$4,840
Total Sub-Contractor Costs		\$0		\$0		\$0		\$4,840		\$0		\$0		\$0			\$4,840
Sub-Total All Categories		\$1,290		\$6,619		\$8,286		\$22,098		\$21,025		\$10,910		\$7,500			\$77,728
Contingency		\$65.93		\$338		\$423		\$1,129		\$1,075		\$558		\$383			\$3,972
GRAND TOTAL		\$1,356		\$6,957		\$8,709		\$23,227		\$22,100		\$11,468		\$7,883			\$81,700

TABLE 2. COST ESTIMATE TO PERFORM STRATIFICATION STUDY

CATEGORY	TASK 8 STRATIFICATION STUDY			TASK 9 SUMMARY REPORT FOR STRATIFICATION		TOTAL HOURS (hrs)	BILL RATE (\$/hr)	TOTAL COST (\$)
	(hrs)		(\$)	(hrs)	(\$)			
LABOR								
Sr. Technical Consultant								
Michael R. Corn, P.E.	4		\$1,220	2	\$610	6	\$305	\$1,830
Project Manager								
John Michael Corn, P.E.	16		\$3,200	4	\$800	20	\$200	\$4,000
Project Scientist/Engineer								
Amy Shaw, Ph.D., P.E.	40		\$4,800	16	\$1,920	56	\$120	\$6,720
Jerrod Manning	40		\$3,200	4	\$320	44	\$80	\$3,520
Georgia Caplan	40		\$3,000	16	\$1,200	56	\$75	\$4,200
Rachel Stribling			\$0		\$0	0	\$80	\$0
Technician			\$0		\$0	0	\$55	\$0
Administrative	4		\$260	2	\$130	6	\$65	\$390
Total Labor Expenses	144		\$15,680	44	\$4,980	188		\$20,660
EXPENSES								
<u>Copies, Fax, Telephone</u>			\$25		\$100			\$125
<u>Rental Car and Gas</u>			\$2,408					\$2,408
<u>Equipment Rentals</u>								
GPS								\$0
Boat			\$1,250					\$1,250
Water Quality Castaway			\$429					\$429
Water Quality Multi-Probe			\$1,000					\$1,000
Hydrolabs			\$7,015					\$7,015
Fluorometer			\$380					\$380
Generator			\$264					\$264
Rhodamine WT			\$1,073					\$1,073
<u>Miscellaneous Equipment</u>			\$400					\$400
<u>Shipping</u>			\$500					\$500
Total Expenses			\$14,744		\$100			\$14,844
ANALYTICAL LABORATORY								
TKN, NO2+NO3, NH3 (water)	20 samples		\$1,650					\$1,650
TP, PO4 (water)	20 samples		\$990					\$990
Metals (total and dissolved, water)	20 samples		\$1,188					\$1,188
TP (sediment)	8 samples		\$220					\$220
Metals (soil)	8 samples		\$229					\$229
TKN, NO2+NO3, NH3 (sed.)	8 samples		\$660					\$660
Lab Environmental Fee			\$24					\$24
Total Laboratory Expenses			\$4,961		\$0			\$4,961
Sub-Total All Categories			\$35,385		\$5,080			\$40,465
Contingency			\$1,779		\$255			\$2,035
GRAND TOTAL			\$37,165		\$5,335			\$42,500

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: High Service Pump Station and Membrane Feed Pump Improvements Bid Award

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Award bid for the High Service Pump Station and Membrane Feed Improvements Project for the Stones River Water Treatment Plant.

Staff Recommendation

Approve Bid Award to J. Cumby Construction Company, Inc.

Background Information

J. Cumby Construction Company, Inc. (JCCC) was the sole bidder and has been deemed responsible and responsive to the requirements of the project. JCCC provided a base bid price of \$2,013,000.

SSR has not worked with JCCC previously; however, MWRD has worked with them on the Northwest Broad Street Pumping Station project in 2015. SSR reviewed all their financials, references, and project resume, and SSR finds them to be a reputable Contractor. A Dun and Bradstreet Business Information Report for J. Cumby Construction Company, Inc was obtained to verify credit worthiness and it indicated nothing of concern.

SSR has thoroughly reviewed the low bid and has considered it competitive and in line with present construction pricing levels. The Engineer's Estimate of Probable Construction Cost was \$2,198,000. The bid came in \$548,000 under budget and \$185,000 under SSR's probable construction cost estimate.

Council Priorities Served

Expand infrastructure

Replacing aging infrastructure in the Water Resource Department's plant operations maintains reliability in treating high quality drinking water for the citizens and businesses of Murfreesboro.

Responsible Budgeting

Upgrading and modernizing variable frequency drives improves efficiency and effectiveness in power consumption at the Stones River Water Treatment Plant.

Fiscal Impact

The project costs, \$2,561,000, is funded by MWRD's FY22 CIP.

Attachments

SSR HSPS & MF Improvement Bid Award

SECTION 00628

NOTICE OF AWARD

Date of Issuance: August 2, 2021

Owner: City of Murfreesboro

Engineer: Smith, Seckman, Reid, Inc.

Project: High Service Pump Station and Membrane Feed Improvements

Bidder: J. Cumby Construction, Inc.

Bidder's Address: 165 West Broad Street, Cookeville, TN 38501

Owner's Contract No.:

Engineer's Project No.:1941021.0

Contract Name:

TO BIDDER:

You are notified that the Owner has accepted your Bid dated July 26, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: High Service Pump Station and Membrane Feed Improvement.

The Contract Price of the awarded Contract is: Two Million Thirteen Thousand Dollars and No Cents (\$2,013,000.00).

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

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

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

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

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

Dated this _____ day of _____, 20____.

_____ (Owner)

By: _____

Name and Title: _____

Copy: Smith, Seckman, Reid, Inc.

COUNCIL COMMUNICATION

Meeting Date: 09/02/2021

Item Title: Pall Membrane Module Replacement

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approve purchase of Pall membrane module replacements for the Stones River Water Treatment Plant.

Staff Recommendation

Approve the purchase of 540 membrane modules from Pall Corporation.

Background Information

The Stones River Water Treatment Plant commissioned its Pall Corporation membranes on December 18, 2008. Since commissioning, the Pall membranes worked as expected with minimal fiber breaks and very good recovery following the manufacturer’s cleaning program until June of 2020.

According to industry standard, hollow fiber membrane modules are designed to last approximately 10 years. The Pall Corporation membrane modules are currently 12½ years old.

Under the City’s pre-existing 5-yr contract with Pall (executed on November 17, 2016), the City was afforded a price per module of \$1,250 per module subject to PPI adjustment.

The calculated PPI from 2016 to present date adjusts the cost per module to \$1,429/module. The cost for a purchase outside of the City’s current contract is currently \$2,125/module which would be good through December 31, 2021. It is in the City’s best interest to purchase the module prior to our pre-existing contract expiring as it will save over \$375,000. Cost under pre-existing contract for 540 modules is \$771,730 and under a new contract would be \$1,147,500.

Council Priorities Served

Responsible Budgeting

Utilizing the existing contract significantly reduces the overall cost to the Department.

Fiscal Impact

A sinking fund was set up between FY15 and FY17 to accrue funds in the Department's working capital reserves in the amount of \$800,000. MWRD recommends funding for membrane replacement from the Department's working capital reserves sinking fund.

Attachments

1. Pall Membrane Pre-existing Contract
2. Pall Membrane Updated Contract for Purchase

Stones River WTP
 5528 Sam Jared Drive
 Murfreesboro, TN 37133
 Attn: Alan Cranford
 EMail: acranford@murfreesborotn.gov
 Phone: 615-848-3222

Re: Parts & Service Support for Pall Filtration System at Murfreesboro, TN
 Equipment no: Large Water; WBS#01.00048

As a follow up to our meeting, we are pleased to offer the following proposal for your consideration.

Scope of Services

Item 1-Modules, Parts, Installation and future pricing:

Pall proposes to remove existing membranes provided by others from one MF module rack and repopulate with Pall Microza UNA-620A membranes, with a 10 year warranty (**3 years absolute and 7 years pro-rated**), at no charge. Pall will also provide all required fittings, wrenches, hoses, tubing and hardware required to complete the installation. Parts included are as follows:

WH015807-AMM-UNA-620A Module- Qty of 60
 WH016474- CAP,END,PLAIN,6IN MF MODULE,UPPER- Qty of 60
 WH016475- CAP,END,PLAIN,6IN MF MODULE,LOWER- Qty of 60
 JP010030889- Coupling adaptor 50mm PVC clear- Qty of 60
 WH014314- ASSY,HOSE,1 IN FLEX HOSE, XR CONN,OUTER- Qty of 60
 WH014298- O-RING,MODULE,AUME-UV62-10B- Qty of 120
 WH014306- NUT,MODULE,END CAP,AUME-UV62-03,PVC- Qty of 120
 WH014323- ELBOW,TUBE,0.375IN,14.75X2.75,304SST-Qty of 60
 WH014308- WRENCH,6.0IN MF MODULE NUT- Qty of 2
 WH061734- WRENCH,TORQUE,MODULE,30-150FT LB- Qty of 1
 WH014317- WRENCH,2.0IN SLIP COUPLING- Qty of 1

In addition Pall will provide a Field Service Engineer to supervise and assist plant personnel with the change out of these membranes. Pall recommends two people to provide labor for module replacement. While the actual change out of the membranes is expected to take one full day, the Field Service Engineer will be on site for three full days:

- One half day for set up and assistance with rack CIP
- One half day to review system operation and ensure the upgraded module racks are performing to specification.

Pall requires a CIP be completed prior to removal of modules as a safety precaution to prevent exposure of those working on the module replacement to contaminants that may reside on the membranes.

Pall will lock in a price per module of \$1,250 for five years* for the City of Murfreesboro. Any additional modules purchased will carry an extended 10 year warranty (3 years absolute and 7 years pro-rated). All existing original modules (racks 2-10) will have an absolute warranty through year 10.

** Subject to PPI adjustment*

Item 2- Header Replacement

Stainless steel (316LSS) feed headers will be provided by Pall for six module racks. Existing hardware (clamps, connectors, etc.) will be reused to install the headers.

- Six days on site for the installation and associated activities of six feed headers.

Item 3-Turbidimeter Shutoff Valves with Installation

Pall will also provide and install one diaphragm valve to be retrofitted on the filtrate turbidimeter line on each of 10 microfiltration system racks. This valve will be used to prevent erroneous turbidity spikes after EFM, CIP and IT events. Pall will provide a field service engineer to install the valves, make necessary controls hardware changes, and install and debug updated programming to allow the valve to function. Pall will then provide an updated P&ID and electrical controls drawings to reflect the changes made.

Item 4-On Site Service

Pall will continue to provide on-site service visits twice per year per the original agreement.

Pall Preferred Customer Discounted Total for Items 1-4:

\$168,500.00

Validity: This proposal is valid for 30 days.

Supplemental Special Terms of Agreement:

- Included in the cost shall be a ten (10) year prorated warranty covering the membrane modules/elements. This warranty shall cover 100% of the membrane replacement cost if failure occurs in the first three years, 60% if the failure occurs in the fourth year, and so on. The membrane replacement cost shall be guaranteed not to exceed the value stated as the Membrane Replacement Cost in the Life Cycle Analysis. This value may be adjusted annually based upon the U.S. Consumer Price Index, as calculated by the U.S. Bureau of Labor and Statistics.
- Price shall be FOB Stones River Water Treatment Plant. The warranty term will begin on the date of Installation of the new membranes.
- Failure of a module or group of modules shall be defined as follows:
 - Breakage of more than 0.2% of the fibers per module or element
 - Failure of an element to pass the Membrane Integrity Test despite attempts at repair
 - Reduction in temperature corrected clean water permeability by more than 15% over the initial value.

Customer Authorization

I am an authorized representative of the customer, and I accept the Terms and Conditions of this Agreement on behalf of the customer. I authorize Pall Corporation to perform / supply the work/goods defined in this agreement, and accept the costs and charges defined in this agreement.

Company: City of Murfreesboro

Shane McFarland
Print Name

Mayor
Title/Position

M. Shane McFarland
Signature

11-17-16
Date

Purchase Order No. or Reference for Billing: _____

Approved as to form
[Signature]
Craig Tindall, City Attorney

Pall Proposal No.: 33102016-38955DSP

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until onsite service work has been completed by Pall,
- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: _____

Customer Comments: _____

PROPOSAL SUMMARY

Date: August 16, 2021

Contact: Alan Cranford, PO
 Company: Murfreesboro Water Resources Departement
 Quote No.: OPP1663359

Inquiry Date	Customer Reference No.	FCA	Quote Valid for	
		Factory	30 days	
<i>PASS MM# or Item #</i>	<i>Part Number / Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Value</i>
WH015807	UNA-620A Module	540	\$ 1429.13*	\$ 771,730.20
TOTAL			\$ 771,730.20	

Terms of Sale: Net 30 Days. Shipment is made via 3rd party billing (please provide an account number), or origin collect. Please include Palls' shipping terms on your purchase order.

Shipment Lead Time: 3 weeks ARO, subject to prior sale

*Pricing per contract 33102016-38955DSP dated June 6, 2016. "Pall will lock in a a price per module of \$1250 for five years (subject to PPI adjustment) for the City of Murfreesboro. Any additional modules purchased will carry an extended 10 year warranty (3 years absolute and 7 years pro-rated).

Comments:

Pall's minimum order value is \$500.00. Exception to this will be taken only on a case by case basis. An order processing fee may apply to orders that are accepted, but do not meet the minimum order value. If the ordered quantity is different than the quoted quantity, the unit price is subject to change and will require confirmation from Pall Advanced Separations Systems prior to order acceptance.

Spare Parts Order acceptance and payment terms: Pall Advanced Separations Systems requires all Accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing and good shipment delays, please insure your account is up to date in advance of placing your order.

Please Address Your Order to: PALL ADVANCED SEPARATIONS SYSTEMS, Attn: Customer Service, E-mail to Pall_Technology_CSC@pall.com

Pall Quote: OPP1663359
Date: August 16, 2021

Customer Authorization for Service

I am an authorized representative of the customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: _____

Print Name

Title/Position

Signature

Date

Purchase Order No. or Reference for Billing: _____

Circle Service Visit Frequency: ~~Annual~~ ~~Semi-Annual~~ ~~Quarterly~~ ~~Single~~ ~~Emergency~~

Requested Date(s) to Schedule Service Visit(s): _____ N/A
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

Pall Proposal No.: OPP1438153REV3

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: _____

Customer Comments: _____
