

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
September 30, 2021

PRAYER

Mr. Ronnie Martin

PLEDGE OF ALLEGIANCE

Ceremonial Items

STARS Award: Bobby Leathers, Matthew Miles, and Bo Smith

Consent Agenda

1. FY 2022 City Manager Approved Budget Amendments (Finance)
2. Community Investment Program Funds Transfer (Finance)
3. Retail Liquor Certificate of Compliance – Georgetown Wine & Spirits – Ownership Change (Finance)
4. Retail Liquor Certificate of Compliance – University Liquor and Wine – Ownership Change (Finance)
5. Wine Sales Certificate of Compliance – Mapco Express #3407 (Finance)
6. Purchase of Turnout Gear (Fire Rescue)
7. East Main Street Banner Request: St. Clair Senior Center (Parks)
8. MTR Maintenance Agreement for Police Department Copy Machines (Police)
9. Mandatory Referral for Drainage Easement Abandonment on Pathfinder Drive (Planning)
10. Amendment to the Contract with Precision Delta (Police)
11. Employee Assistant Program Service Agreement with LifeServices EAP (Police)
12. Purchase of Steel Pedestrian Barricades (Police)
13. Contract Extension with Trucker's Lighthouse, Inc. for Police Vehicle Equipment (Police)
14. Asphalt and Concrete Purchase Report (Street)
15. Contract for Concept Planning for Public Works South (Street)
16. Award Recommendation for ITB (Street)
17. Amendment 3 TripSpark Agreement (Transportation)

Minutes

18. Approval of City Council Minutes August 19 - September 2, 2021 (Finance)

Old Business

Land Use Matters

19. Ordinance 21-OZ-20 Rezoning property along West Northfield Boulevard (2nd and final reading) (Planning)
20. Ordinance 21-OZ-27 Rezoning property along New Salem Highway (2nd and final reading) (Planning)
21. Corrections to Clari Park PUD Pattern Book (Planning)

New Business

Ordinance

22. FY22 Budget Amendment Ordinance (Administration)
 - a. First Reading: Ordinance 21-O-29

Land Use Matters

23. Rezoning property north of Mercury Boulevard (Planning)
 - a. Public Hearing: Rezoning approximately 17.5 acres
 - b. First Reading: Ordinance 21-OZ-28
24. Planning Commission Recommendations for Public Hearings (Planning)

On Motion

25. Agreement for Intergovernmental Services (Administration)
26. Purchase of Replacement Pumper Truck (Fire Rescue)
27. Purchase of Replacement Ladder Truck (Fire Rescue)
28. Purchase of New Vehicles (Fire Rescue)
29. Contract Extension with the Department of Veterans Affairs (Fire Rescue)
30. Purchase of School Buses (Schools)
31. Purchase of Ford F150 and Explorer (Solid Waste)
32. Purchase of Rehrig Carts (Solid Waste)
33. Purchase of Automated Side Loader Truck (Solid Waste)
34. Purchase of Stormwater Piping for Drainage Improvements (Street)

Licensing

Board & Commission Appointments

35. Disciplinary Review Board

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: FY 2022 City Manager Approved Budget Amendments

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

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

Other General Government

To cover the contract cost to study the economic viability of refuse derived fuel. Move \$55,000 from Unforeseen Contingencies to Solid Waste Contractual Services.

Work on the Engineering off-site office that was planned in the FY21 budget wasn't completed until FY22. Move \$2,600 from Unforeseen Contingencies to Building & Codes Building Expense.

Parks & Recreation

Due to the extent of excavation and landscaping a project originally budgeted as Grounds Maintenance, needs to be moved to fixed assets. Move \$7,737 from Repair & Maintenance Grounds & Improvements to Other Fixed Asset Improvements.

Replacement playground equipment was originally budgeted as Grounds Maintenance but do to the cost of replacement needs to be recorded as a fixed asset. Move \$10,000 from Repair & Maintenance Grounds & Improvements to Other Fixed Asset Improvements.

Fire

Only one self-bailing raft will be purchased using the FY22 State direct appropriation. This portion will instead cover the higher than anticipated cost to replace the bay doors of Station 1. Move \$7,720 from Transportation Equipment to Building Expense.

Police

Additional shelving and filing units are needed to store evidence and files. Move \$44,864 from Repair & Maintenance – Furniture to Furniture & Fixtures.

Council Priorities Served*Responsible budgeting*

Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$ 55,000.00

Move funds to:

Org 10314008

Object 520000

Acct Name Contractual Services

Explanation: Contract to study the economic viability of refuse derived fuel.

Jennifer Bean
Department Head Signature

7/15/2021
Date

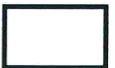
Amanda DeRosia
Reviewed by Finance

07/15/2021
Date

Approved



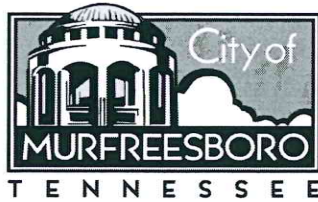
Declined



[Signature]
City Manager

7-15-21
Date

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



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$ 2,600.00

Move funds to:

Org 10312009
Object 592000
Acct Name Building Expense

Explanation: For work on Engineering off-site office that was planned in FY21 budget didn't get finished
until FY22.

Jennifer Bueh
Department Head Signature

8/27/21
Date

Amanda DeRosia
Reviewed by Finance

08/27/2021
Date

Approved	<input checked="checked" type="checkbox"/>	<u>[Signature]</u>	<u>9.2.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10413048
Object 526500
Acct Name Grounds Maintenance
Amount \$ 7,737.00

Move funds to:

Org 10413009
Object 593900
Acct Name Fixed Assets-Other Improvements

Explanation: This was originally budgeted for Grounds Maintenance. Was told from City hall it would
need to come out of Fixed Assets because it will be a major landscaping and excavation project.

[Signature]
Department Head Signature

8/10/2021
Date

Amanda DeRosia
Reviewed by Finance

08/12/2021
Date

Approved



Declined



[Signature]
City Manager

8.12.21
Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10413208
Object 526500
Acct Name Grounds Maintenance
Amount \$ 10,000.00

Move funds to:

Org 10413009
Object 593900
Acct Name Fixed Assets-Other Improvements

Explanation: This was originally budgeted for Grounds Maintenance. Was told from City hall it would
need to come out of Fixed Assets because we are receiving playground equipment which is a fixed asset.

[Signature]
Department Head Signature

9/10/21
Date

Amanda DeRosia
Reviewed by Finance

09/10/2021
Date

Approved



Declined



[Signature]
City Manager

9.10.21
Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10211009
Object 594100 - DA22
Acct Name Transportation Equipment
Amount \$ 7,719.15

Move funds to:

Org 10211009
Object 592000 - DA22
Acct Name Building Expense

Explanation: Only one self-bailing raft will be purchased using the FY 22 State direct appropriation. This
portion will be used instead to cover the higher than anticipated cost to replace the bay doors of Station 1.

[Signature]
Department Head Signature

8/20/21
Date

Amanda DeRosia
Reviewed by Finance

08/23/2021
Date

Approved	<input checked="checked" type="checkbox"/>	<u>[Signature]</u>	<u>8-23-21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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



Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2022

Move funds from:

Org 10210008
Object 526300
Acct Name Repair & Maintenance - Furniture
Amount \$ 44,864.00

Move funds to:

Org 10210009
Object 594901
Acct Name Furniture & Fixtures

Explanation: For the purchase of filing and shelving units for additional storage of evidence and files.

[Signature]
Department Head Signature

8-24-21
Date

Amanda DeRosia
Reviewed by Finance

08/25/2021
Date

Approved



Declined



[Signature]
City Manager

8-25-21
Date

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

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

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

Summary

Notification to Council of City Manager approved 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:

Public Works South Annex

Transfer \$1,428,691.19 from Solid Waste Transfer Station to Public Works South Annex.

Public Works South Annex

Transfer \$12,650.00 from Land Acquisition/Contingency to Public Works South Annex.

Land Acquisition/Contingency

Transfer \$76,363.00 from Contingencies to Land Acquisition/Contingency.

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 – Public Works South Annex (2018 Bond)
2. CIP Funds Transfer – Public Works South Annex (2019 Loan)
3. CIP Funds Transfer – Land Acquisition/Contingency (2019 Loan)



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CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2018 Bond

Transfer CIP funds from:

Solid Waste Transfer Station \$ (1,428,691.19)

Transfer CIP funds to:

Public Works South Annex 1,428,691.19

TOTAL TRANSFER \$ (1,428,691.19)

TOTAL TRANSFER \$ 1,428,691.19

Explanation: Part of the land purchased for the Solid Waste Transfer Station will also be used for the

Public Works South Annex project. It is requested that \$1,428,691.19 be transferred to this project.

This amount is 2/3 of the \$2,132,374.91 land cost which is the estimated share of the land that will be
used for the Public Works South Annex project.


Budget Director Signature

9-22-21
Date


Reviewed by Finance

9-22-21
Date

Approved




City Manager

Declined



9-22-21
Date

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



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CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2019 Loan

Transfer CIP funds from:

Transfer CIP funds to:

Land Acquisition/Contingency	\$	(12,650.00)	Public Works South Annex	12,650.00
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TOTAL TRANSFER	\$	(12,650.00)	TOTAL TRANSFER	\$	12,650.00
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Explanation: It has been requested that funds be transferred from Land Acquisition/Contingency

to Public Work South Annex for the Master Plan and Conceptual Design for the project.

[Signature] 9-22-21
Budget Director Signature Date

Vicki J Massey 9-22-21
Reviewed by Finance Date

Approved	<input checked="checked" type="checkbox"/>	<u>[Signature]</u> City Manager
Declined	<input type="checkbox"/>	<u>9-22-21</u> Date

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



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CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2019 Loan

Transfer CIP funds from:

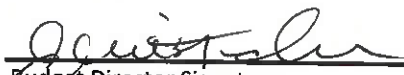
Transfer CIP funds to:

Contingencies	\$ (76,363.00)	Land Acquisition/Contingency	76,363.00
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_____	_____
_____	_____

TOTAL TRANSFER	\$ (76,363.00)	TOTAL TRANSFER	\$ 76,363.00
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Explanation: There are two line items for Contingency Funds that should be combined. Transferring
the \$76,363 balance in the Contingencies line to the Land Acquisition/Contingency line will increase
that line item to \$376,170.04.

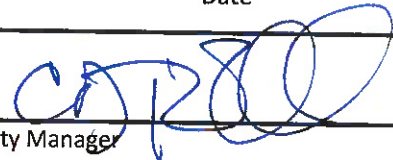

Budget Director Signature

9-22-21
Date


Reviewed by Finance

9-22-21
Date

Approved ☒


City Manager

Declined ☐

9-22-21
Date

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

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Retail Liquor Certificate of Compliance – Georgetown Wine & Spirits – Ownership Change

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

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Bhavin Pravinbhai Patel to be a co-owner of Georgetown Wine & Spirits at 1720 W Northfield Boulevard, along with present owners Chirag Maheshbhai Patel and Vishal Nareshbhai Patel. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Chirag Maheshbhai Patel
Age	36
Home Address	7277 Charlotte Pike Unit #112
Residency City/State	Nashville, TN 37209
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None
Name	Vishal Nareshbhai Patel
Age	44
Home Address	3340 Almar Knot Drive
Residency City/State	Murfreesboro, TN 37128
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None
Name	Bhavin Pravinbhai Patel
Age	44
Home Address	2578 Cannon Farm Lane
Residency City/State	Duluth, GA 30097
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business Georgetown Wine & Spirits
Business Location 1720 W Northfield Blvd.

Type of Application:

New Location _____
Ownership Change X
Name Change _____

Corporation _____
Partnership _____
LLC X
Sole Proprietor _____

Application Completed Properly? Yes
Application Completion Date: 8/30/2021

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

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Retail Liquor Certificate of Compliance – University Liquor and Wine – Ownership Change

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

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Sonal P. Patel and Krupa Dave for the University Liquor and Wine at 2834 Middle Tennessee Boulevard, which is an ownership change. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Sonal P. Patel
Age	58
Home Address	1013 Black Oak Drive
Residency City/State	Murfreesboro, TN 37128
Race/Sex	Asian/F

Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name	Krupa Dave
Age	36
Home Address	2318 Sulphur Springs Road
Residency City/State	Murfreesboro, TN 37129
Race/Sex	Asian/F

Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	University Liquor and Wine
Business Location	2834 Middle Tennessee Boulevard

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input type="checkbox"/>

Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

Application Completed Properly?	Yes
Application Completion Date:	9/23/2021

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

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Wine Sales Certificate of Compliance – Mapco Express #3407

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

Information pertaining to the issuance of a certificate of compliance for wine sales in a grocery store.

Background Information

State law requires that an applicant for wine sales in a retail food store obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances.

A certificate of compliance is requested by Teresa L. Allen for the Mapco Express #3407 at 1320 Memorial Blvd., which is a new location for wine in a retail food store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to include wine, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Sale of Wine in Grocery Store

City of Murfreesboro

Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Mapco Express Inc.

Type of Application:

New - wine sale in retail store

Corporation	<u>X</u>
LLC	<u> </u>
Partnership	<u> </u>
Sole Proprietor	<u> </u>

Manager

Name Teresa L. Allen

Age 48

Home Address 1090 Achiever Circle

Residency City/State Spring Hill, TN 37174

Race/Sex White/F

10 Year Background Check Findings:

City of Murfreesboro: None

Rutherford County: None

Nashville/Davidson County: None

TBI/FBI No indication of any record that may
preclude the applicant for consideration.

Name of Business Mapco Express #3407

Business Location 1320 Memorial Blvd.

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Purchase of Turnout Gear

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

Approval to purchase firefighter turnout gear.

Staff Recommendation

Approve the cooperative purchase of turnout gear from Municipal Emergency Services, Inc. (MES).

Background Information

MFRD purchases turnout gear for new Fire Trainees/Firefighters and replaces turnout gear throughout the year as needed. These purchases will be made through the Sourcewell cooperative purchasing agreement with MES. Buying from this agreement results in a 28% savings off the list price.

State law and City Code permits purchases through purchasing cooperatives that have already engaged in the bid process.

Council Priorities Served

Maintain Public Safety

Turnout gear provides protection to personnel while in the line of duty allowing them to perform their job safely and effectively.

Fiscal Impacts

This expenditure is fund by the Department's FY22 budget.

Attachments

1. MES Contract
2. MES Quotes for Turnout Gear and Boots

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MUNICIPAL EMERGENCY SERVICES, INC.
FOR PURCHASE OF
FIRE RESCUE TURNOUT GEAR AND ACCESSORIES**

This contract is entered into on this _____ day of _____, 2021 by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Municipal Emergency Services, Inc.**, a corporation of the State of Nevada ("Contractor"). This contract consists of the following documents:

- *Sourcewell Purchasing Cooperative Agreement No. 032620-MES, awarded to Municipal Emergency Services, Inc., all relevant documents located at:*
<https://www.sourcewell-mn.gov/cooperative-purchasing/032620-mes#tab-products-and-services>
- *Contractor's Proposals No. QT1504366 and QT1504329, incorporated into this Contract by reference*
- *This Contract*

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

- *Any properly executed amendment or change order to this contract (most recent given first priority)*
- *This Contract*
- *Sourcewell Purchasing Cooperative Agreement No. 032620-MES, awarded to Municipal Emergency Services, Inc., all relevant documents located at:*
<https://www.sourcewell-mn.gov/cooperative-purchasing/032620-mes#tab-products-and-services>
- *Contractor's Proposals No. QT1504366 and QT1504329*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment set forth on Contractor's Proposal No. QT1504366 and QT1504329, from Municipal Emergency Services, Inc., LLC, using Sourcewell Purchasing Cooperative Master Agreement No. 032620-MES. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Agreement No. 032620-MES throughout the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by City Council.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Master Agreement No. 032620-MES on May 7, 2024, or as amended by Sourcewell.
3. **Termination.** Contractor's performance may be terminated in whole or in part:
 - 3.1 Upon 30-day prior notice, for the convenience of the City.
 - 3.2 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.
 - 3.3 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.

3.4 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.

3.5 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. **Payment and Delivery.**

- a. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number. All invoices should be sent to accountspayable@murfreesborotn.gov
 - b. All items must be available for delivery within 60 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. Delivery should be made to Attn: Teri Herron, Murfreesboro Fire Rescue, 1311 Jones Blvd., Murfreesboro, TN 37129.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Sourcwell Master Agreement No. 032620-MES and Contractor's Proposals No. QT1504366 and QT1504329.
 - 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 Quote.
5. **Price.** The price for goods and other items to be provided under this Contract is set forth per Proposals No. QT1504366 and QT1504329 from Municipal Emergency Services, Inc. and Sourcwell Master Agreement No. 032620-MES for 15 sets of HFRP Tail Coats at \$1559.63 per set, 15 sets of HFRP Tail Pants for \$1350.20 per set, one set of Boots at \$387.25 per pair, and HFRP Alterations/Repairs (Particulate Barrier Add on) for 15 sets of gear at \$39.95 each set, for a **Total Purchase Price of \$44,633.95**. Any compensation due Contractor under this 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/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.
6. **Warranty.** Contractor shall provide all warranties as described in the Sourcwell Master Agreement No. 032620-MES and Contractor's Proposals No. QT1504366 and QT1504329.
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 of Contract.** 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 policy.
 - 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 sub-contractors 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 sub-contractors 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 sub-contractors to employ and advance in employment qualified individuals with disabilities.**
15. **Indemnification and Hold Harmless.**
 - 15.1 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.

- 15.2 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.

15.3 Copyright, Trademark, Service Mark, or Patent Infringement.

15.3.1 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.

15.3.2 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:

15.3.2.1 Procure for the City the right to continue using the products or services.

15.3.2.2 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.

15.3.2.3 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.

15.3.3 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.

16. **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.

17. **Assignment—Consent Required.** 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. **Entire Contract.** This contract, Sourcewell Purchasing Cooperative Agreement No. 032620-MES, awarded to Municipal Emergency Services, Inc., all relevant documents located at:
<https://www.sourcewell-mn.gov/cooperative-purchasing/032620-mes#tab-products-and-services>
and Contractor's Proposals No. QT1504366 and QT1504329, set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **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.

22.1 Notices to City shall be sent to:

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

22.2 Notices to Contractor shall be sent to:

Contractor: Municipal Emergency Services, Inc.
Attention: Attn: Seth Cosans
Address: 12 Turnberry Lane
Sandy Hook, CT 06482
seth.cosans@mesfire.com

23. **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.

CITY OF MURFREESBORO

MUNICIPAL EMERGENCY SERVICES, INC.

By: _____
Shane McFarland, Mayor

By: _____
Seth Cosans, Contract Administrator

Approved as to form:



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 09/20/2021
Quote # QT1508366
Expires 10/05/2021
Sales Rep Moore, Jeffrey S
PO #
Shipping Method FedEx Ground

Bill To
 CITY OF MURFREESBORO
 PO Box1139
 Murfreesboro TN 37133
 United States

Ship To
 Teri Herron
 MURFREESBORO FIRE DEPT (TN)
 1311 Jones Blvd
 Murfreesboro TN 37129
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HFRP Tail Coat	TNMURF00031		TNMURF00031 HFRP Tail Coat Kombat Flex, Caludra, Stedair Gold List \$2162.89 NPP \$2054.75	15	1,559.63	23,394.45
HFRP Tail Pant	TNMURF00032		TNMURF00032 HFRP Tail Pant Kombat Flex, Caludra, Stedair Gold List \$1872.45 NPP \$1778.83	15	1,350.20	20,253.00
HFRP Alter/Repair			Honeywell Alterations / Repairs Particular Barrier Add on	15	39.95	599.25

Before Oct 1, 2021
RFP # 032620

Subtotal 44,246.70
Shipping Cost (FedEx Ground) 0.00
Total \$44,246.70

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1508366



Date	09/03/2021
Quote #	QT1504329
Expires	10/03/2021
Sales Rep	Moore, Jeffrey S
PO #	
Shipping Method	FedEx Ground

CITY OF MURFREESBORO
PO Box 1139
Murfreesboro TN 37133
United States

Teri Herron
MURFREESBORO FIRE DEPT (TN)
1311 Jones Blvd
Murfreesboro TN 37129
United States

Subtotal	387.25
Shipping Cost (FedEx Ground)	0.00
Total	\$387.25

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Main Street Banner Request: St Clair Senior Center

Department: Street Department

Presented by: Nate Williams, Parks and Recreation Director

Requested Council Action:

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

Summary

Request from Murfreesboro Parks & Recreation for St. Clair Senior Center to hang a banner across East Main Street.

Staff Recommendation

Approve a banner to be displayed from April 11th-15th, 2022.

Background Information

St. Clair Senior Center assists in the promotion of the overall health of the elderly in our community by reaching out with services geared towards their needs. The requested banner promotes the annual opportunity for the elderly community to receive yearly vaccinations and health screenings. This opportunity would help to promote the overall wellbeing of our elderly community as well as provide them with information for other health related services they may need.

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 Murfreesboro Parks and Recreation



September 10, 2021

Jami Coffelt
City of Murfreesboro
620 West Main Street
Murfreesboro, TN 37130

Dear Jami:

The St. Clair Street Senior Center had to cancel their annual Health and Wellness Expo this year for Seniors age 60+. The Expo allows Seniors to obtain various health screenings and the opportunity to receive their yearly flu shot then as well. Each Expo has door prizes, snacks, and important information available regarding the health of Seniors.

The Senior Center staff is rescheduling their Expo to April 21, 2022, and would like to have a banner hung across East Main Street April 11-15, 2022. Additionally, the Senior Center staff is currently in the process of ordering said banner, and you have verified that the requested dates are available.

On behalf of the Senior Center staff, I am respectfully asking that you submit their request to City Council for a banner to be displayed as indicated to help promote the Health and Wellness Expo at St. Clair Street Senior Center in April 2022.

Sincerely,

Nate Williams, Director
Murfreesboro Parks and Recreation
615-890-5333

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: MTR Maintenance Agreement for Police Department Copy Machines

Department: Police

Presented by: Bill Terry, Public Safety IT Manager

Requested Council Action:

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

Summary

MTR Maintenance Agreement for copy machines at the Police Department.

Staff Recommendation

Approve the Maintenance Agreement with MTR for servicing of the copy machines.

Background Information

MTR has been servicing MPD's imaging equipment since 2013. The Department requested that the current maintenance agreement be updated to reflect the current usage trends and equipment inventory to be serviced.

The annual base billing remains at \$15,980. The billable copy rate improved, and a cost savings is anticipated depending on overall usage.

Council Priorities Served

Responsible Budgeting

Reviewing and updating maintenance agreements ensures that the Department is not overpaying for services.

Fiscal Impacts

The actual expenditure, estimated to be \$15,980, is dependent on the number of copies made each month. Funding is provided by MPD's FY22 Budget.

Attachments:

Maintenance Agreement with MTR, Inc.

DATE	7-1-2021	PO NUMBER	
REP	mc	MAINT. PLAN	
SHIPPER		TAX EXEMPT	

MTR SALES AGREEMENT

[illegible]

The standard Network Connectivity Charge of \$299.00 covers the one-time initial IT assistance, not to exceed 2.5 hours, to help enable printing and other advanced network functions on your local network. Any IT services beyond the scope of our standard installation assistance will be billed at the current MTR hourly IT rate.

THE EFFECTIVE DATE OF THIS AGREEMENT IS

7-1-2021

BUYER NAME (PRINT)	BUYER TITLE	BUYER SIGNATURE
Mike Colvin	GM	M Colvin
MTR AGENT (PRINT)	MTR AGENT TITLE	MTR AGENT SIGNATURE
The undersigned warrants that they are a duly authorized corporate officer, partner, or proprietor of the above named organization, with all the necessary authorization to execute this contract. THIS IS A NON-CANCELABLE AGREEMENT.		

Approved by: _____ AS TO FORM

Adam F. Tucker

Adam E. Tucker, City Attorney

BLANKET — Maintenance Agreement
For 12 Months

This agreement will be billed quarterly

Agreement Effective Date 7-1-2021

Murfreesboro Police Department

Client Name

Printed Name & Title of Person Signing this Agreement

Signature

Date

Manufacturer see attached equipment schedule "A" Model Number see attached equipment schedule "A"

Serial Number see attached equipment schedule "A"

Telephone Number 615-849-2673
Email wterry@murfreesborotn.gov

Fax
Number

Contact for Meter Reading Mike Igney 615-427-2027

Beginning Meter Reading B&W 4,407,066 Color 1,935,678

Minimum Quarterly Billing: \$ 2,475.00 Includes: 150,000 B&W Images
Black & White Images

Toner: **Included**

Minimum Quarterly Billing: \$ 1,520.00 Includes: 19,000 Color Images

Color Images

Toner: **Included**

Meter Charge per image: B&W: \$0.0165 (For Overages)
Color \$0.08 (For Overages)

MAINTENANCE AGREEMENT

This *Maintenance Agreement* is based on the understanding between both parties that all maintenance and imaging supplies will be purchased from MTR, Inc.

MTR, Inc. is not liable for unavailability of parts or supplies.

MTR, Inc. agrees to perform service in accordance with the following terms and conditions:

This Maintenance Agreement Covers:

Service labor and the replacement of defective parts, transfer belts, drums, toner, maintenance kits and fuser units for the equipment (Per manufacturer's replacement schedule).

This *Maintenance Agreement* is a separate and distinct contract from the Sales Agreement. The terms and conditions of this

Maintenance Agreement are not related to or dependent upon the term of the Sales Agreement or any finance or lease agreement which buyer may execute to facilitate the purchase of equipment.

At the end of the term, this *Maintenance Agreement* will automatically renew for 12 months at the then current market pricing unless cancelled by the customer or MTR, Inc. with a 90 day written notice prior to the renewal date.

CANCELLATION OF AGREEMENT: This Maintenance Agreement may be cancelled by MTR, Inc. or by the customer with a 90 day written notice and payment in full of all charges listed below.

*Upon cancellation of the maintenance agreement customer agrees to pay MTR, Inc. for the retail price of any unused supplies remaining in the equipment including unused toner, developer, drums, fuser rollers, transfer belt units, imaging units and maintenance kits.

*The equipment must reside in the MTR, Inc. service area.

*There will be no refund to the buyer on this Maintenance Agreement if this contract is cancelled prior to the expiration date. The remaining months are due and payable within 10 business days.

This does not cover:

This Maintenance Agreement does not cover network services. All network IT services will be billed at the current MTR, Inc. IT rate.

Any service calls necessitated by the use of non-original manufacturer's equipment parts, supplies, attachments, or **supplies that have been reconditioned or recharged** or not authorized or sold by MTR, Inc.

Repairs or cleaning necessitated by the improper installation of toner, or foreign agents (i.e. rubber bands, paper clips, staples, etc.); or lack of routine operator cleaning duties.

EXTERIOR HARDWARE including, but not limited to, doors, covers, hinges, operation panels, stands, wheels, castors, exit trays, ADF trays and guides, paper cassettes, sheet by-pass, instruction manuals, drivers, cabling or external wiring etc. which may become broken, lost, or damaged due to misuse or neglect.

Circuit board failures due to improper grounding of circuit or overload of circuits, (i.e. a 15 amp or 20 amp, properly grounded, dedicated circuit on all digital equipment is required to ensure maximum efficiency and reliability.)

The equipment must be equipped with a Smart Power or other MTR, Inc. approved surge protection device which meets or exceeds surge suppression capabilities (circuit clamping) of less than 10v and common circuit clamping of less than 1v. Power connections not meeting these requirements may cause major damage to the equipment which is not covered by this agreement. Lightning strikes or electrical grid induced surges and brown out damage is not covered.

Replacement or repair of any network device causing problems including software or other failures involved in the printer/scan process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnessing or cards.)

Service required if the end-user installs software, software updates or any changes or upgrades to their operating systems which causes print/scan problems or failures.

The negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment.

Customer agrees to:

Pay for any additional services that may be required to relocate or to reinstall and adjust after relocation, (including but not limited to, the services required to reconnect to the customers network and PC workstations.)

Provide MTR, Inc. with timely meter readings as needed and to accept, if made necessary by your failure to report, estimated meter readings based on usage history for billing purposes.

Provide supplies used by MTR, Inc. technical personnel to repair, test or maintain equipment.

MTR, Inc. reserves the right to change the prices at any time, and will notify Customer of any price changes via written proposal, work order, or invoice. MTR, Inc. reserves the right to recover the retail cost of any unused consumable part or supplies at the end of the original contract or renewal period. MTR, Inc. is not responsible for delays of service due to manufacturers' non-availability of parts or supplies.

This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment unless MTR, Inc. is notified and agrees to continue service.

MTR, Inc. may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement. A past due balance of more than 30 days will result in a credit hold, no ship status.

This agreement will not cover any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any act of God.

Customer specifically agrees that **NO OTHER** representations, other than those set forth specifically in writing herein have been made or relied upon.

Your signature and initial payment will indicate acceptance of these terms and conditions.

Customer is responsible for any and all court and collection cost, filing fees, suit expenses, interest due and all attorney fees necessary to collect all delinquent contract payments or the retail value of any unused (residual) consumable parts or supplies remaining (installed) in the machine at the contract expiration (cancellation date) owed to MTR, Inc.

Customer agrees to: I have read and understand these terms and conditions and have received a copy of this agreement.

APPROVED AS TO FORM
DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

Buyer's Signature



DATE	07/01/2021	MAINT. PLAN	Yes
REP	Mike Colvin	TAX EXEMPT	Yes

MTR SALES AGREEMENT - Schedule A

PRODUCT INFORMATION				
QTY	ITEM #	DESCRIPTION	SERIAL #	
1	NEC	NEC IT25C5 - Color MFP	A02E011011652	
1	Kyocera	5550ci - Color MFP	NWL1Y00015	
1	Kyocera	6550ci - Color MFP	N4J2Z00763	
1	Kyocera	4551ci - Color MFP	L8D4101805	
1	Samsung	SCX-6545N - Mono MFP	Z2SCB1CZB00036R	
1	Kyocera	5551ci - Color MFP	L894501725	
1	Kyocera	3551ci - Color MFP	L8H4401979	
1	HP	HP LaserJet Managed Flow Color MFP E87660z	CNC1P2R033	
1	HP	HP LaserJet Managed Flow Color MFP E87660z	CNC1P2R032	
1	Kyocera	4551ci - Color MFP	L8D5405574	
1	Kyocera	5551ci - Color MFP	L893700117	
1	Samsung	SL-X7600GX - MultiXpress - Color MFP	082TBJNJ500002P	
1	HP	HP PageWide Managed Color Flow MFP E77660z+	MXMCM3W0FT	
1	HP	HP PageWide Managed Color Flow MFP E77650zs	MXBCM2514R	
1	HP	HP PageWide Managed Color Flow MFP E77650zs	MXBCM25125	
1	HP	HP PageWide Managed Color Flow MFP E77650zs	MXBCM205120	



*Solutions That Work
Since 1979*



Murfreesboro Police Department

Current Quarterly Base Billing

Includes: 230,000 B&W pages at \$0.0165 per page = \$3,795.00

Includes: 2,500 Color pages at \$0.08 per page = \$200.00

Total Quarterly Base Billing = \$3,995.00

Proposed Quarterly Base Billing

Includes: 150,000 B&W pages at \$0.0165 per page = \$2,475.00

Includes: 19,000 Color pages at \$0.08 per page = \$1,520.00

Total Quarterly Base Billing = \$3,995.00

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Mandatory Referral for Drainage Easement Abandonment on Pathfinder Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to abandon drainage easement along Pathfinder Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval at its September 1, 2021 regular meeting.

Background Information

In this mandatory referral [2021-718], Council is being asked to consider abandoning a portion of an existing drainage easement along Pathfinder Drive in the Brady Estates Subdivision. The easement was recorded with Section 1 of Brady Estates but due to a change in the drainage design for the Brady Estates Subdivision, the drainage easement is no longer needed at this location. The drainage facility has been relocated with the construction of Brady Estates Section 2, and the easement will be replaced with the recording of that plat. The Planning Department's Project Engineer has reviewed this request and concurs that the portion of this easement to be abandoned is no longer needed. Staff and the Planning Commission recommend approval of this request subject to the following conditions:

1. The applicant will be responsible for providing the information necessary for the Legal Department to prepare legal instruments for the easement abandonment. The legal instruments will be subject to the final review and approval of the Legal Department.
2. The applicant will also be responsible for recording these instruments, including payment of the recording fee.

Council Priorities Served

Establish Strong City Brand

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

Attachments:

1. Staff comments from 09/01/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 1, 2021
PROJECT PLANNER: JOEL AGUILERA**

- 5.a. Mandatory Referral [2021-718] to consider the abandonment of a drainage easement along Pathfinder Drive, IMER Development applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning a portion of an existing drainage easement along Pathfinder Drive in the Brady Estates Subdivision. The easement was recorded with Section 1 of Brady Estates but due to a change in the drainage design for the Brady Estates Subdivision, the drainage easement is no longer needed at this location. The drainage facility has been relocated with the construction of Brady Estates Section 2 and the easement will be replaced with the recording of that plat. The Planning

Department's Project Engineer has reviewed this request and concurs that the portion of this easement to be abandoned is no longer needed.

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

1. If approved by City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare legal instruments for the easement abandonment. The legal instruments will be subject to the final review and approval of the Legal Department.
2. The applicant will also be responsible for recording these instruments, including payment of the recording fee.

August 12, 2021

City of Murfreesboro Planning Commission
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

RE: Mandatory Referral Letter
Brady Estates Section 2 Phase 1
Tax Map 112 Parcel 5.00

Dear City of Murfreesboro Planning Commission

On behalf of our client, IMER Development, we are submitting this letter to detail the Mandatory Referral request for Brady Estates Section 2 Phase 1. The Mandatory Referral requests to abandon a 20' drainage easement that was recorded as part of the Brady Estates Section 1 Final Plat as recorded in plat book 43 page 136. A new drainage easement will be recorded in its place that better aligns with the lot layout in Brady Estates Section 2 Phase 1. We have attached an exhibit and legal description of the drainage easement to better detail the request.

Please let us know if you have any questions or comments regarding this request.

Thank you,



Kyle Griffin, P.E.
Civil-Site Clarksville

cc. Stuart Beattie

csdg# 19-516-01

THIS INSTRUMENT PREPARED BY:

Jacob Palmer, E.I.
CSDG
2305 Kline Avenue, Suite 300
Nashville, TN 37211

QUITCLAIM DEED

Map No. 112
Parcel No. 5.00

FOR AND IN CONSIDERATION the grantor, City of Murfreesboro, has this day does hereby acknowledged, the undersigned, **20' Drainage Easement**, does hereby quitclaim and transfer any and all interest which it has in the hereinafter described property to **IMER Development**, its successor's and assigns, forever, being that certain property located and situated in Rutherford County, Tennessee, and more particularly described as follows, to-wit:

BEING A PORTION OF A PLAT OF LAND LYING IN MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE, KNOWN AS BRADY ESTATES SECTION 1 OF IMER DEVELOPMENT, AS RECORDED IN DEED BOOK 1974, PAGE 1654, R.O.W.C., SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT THE NORTHWEST CORNER OF PRIYANKA PATEL PROPERTY OF RECORD IN PLAT BOOK 43, PAGE 136, ALSO BEING A POINT ON THE SOUTHERN RIGHT-OF-WAY OF PATHFINDER DRIVE, THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 260.0', A DELTA OF 40°26'26", BEING SUBTENDED BY A CHORD BEARING N71°17'23"W, WITH A TOTAL CURVE LENGTH OF 183.51' TO THE **POINT OF BEGINNING**.

BEGINNING AT SAID POINT, LEAVING SAID SOUTHERN RIGHT-OF-WAY OF PATHFINDER DRIVE AND CONTINUING FOR THE FOLLOWING 4 CALLS:

S27°35'50"W, 124.15' TO A POINT,
N49°15'14"W, 20.54' TO A POINT,
N27°35'50"E, 124.18' TO A POINT,
S48°22'25"E, 8.90' TO A POINT,

THENCE, ALONG SAID SOUTHERN RIGHT OF WAY OF PATHFINDER DRIVE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 260.0', A DELTA OF 02°33'59", BEING SUBTENDED BY A CHORD BEARING S49°47'10"E, WITH A TOTAL CURVE LENGTH OF 11.64' TO THE **POINT OF BEGINNING**.

WITNESS my hand this ____ day of _____, 2021.

City of Murfreesboro
A Body Politic of the State of Tennessee

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____, of **City of Murfreesboro a Body Politic of the State of Tennessee**, the within named bargainer, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

Witness my hand and seal at office in _____, _____, this ____ day of _____, 2021

Notary Public

My Commission Expires: _____

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Amendment to the Contract with Precision Delta and Purchase of Ammunition

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

Amendment to the contract with Precision Delta to incorporate updated pricing and to purchase ammunition.

Staff Recommendation

Approve the First Amendment to the Agreement with Precision Delta and the purchase of ammunition.

Background Information

The Agreement for Police Ammunition with Precision Delta was approved by Council on April 2, 2020. The Agreement is subject to price increases upon proper notice by the vendor. Precision Delta is the authorized law enforcement distributor for Winchester ammunition.

Council Priorities Served

Maintain Public Safety

The approval of this purchase and contract is necessary to allow MPD to maintain current firearms training requirements.

Fiscal Impacts

Funding for the total purchase cost of \$111,943 is provided for in the Department's operating expenses within the FY22 budget.

Attachments:

1. First Amendment to the Agreement for Police Ammunition Between the City of Murfreesboro and Precision Delta.
2. FY22 Proposed Ammunition Purchase

**FIRST AMENDMENT
TO THE
AGREEMENT FOR POLICE AMMUNITION
BETWEEN THE CITY OF MURFREESBORO
AND
PRECISION DELTA**

This First Amendment ("First Amendment") to the Contract entered April 2, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Precision Delta, a corporation of the State of Mississippi, ("Contractor") is effective as of this _____.

RECITALS

WHEREAS, on April 2, 2020, the City entered into a contract with Precision Delta for police ammunition as set forth in Contractor's Proposal in Section A and D based on ITB-18-2020-Police Ammunition; and,

WHEREAS, the term of the contract between the City and Contractor is currently from April 2, 2020, to June 30, 2021; and,

WHEREAS, pursuant to Clause 2 of the Contract, the term automatically renews for a second year unless the City exercises its right to terminate the contract; and

WHEREAS, pursuant to Clause 2 of the Contract, the Contractor may submit price increases for approval and acceptance by the City; and

WHEREAS, the Contractor has submitted price increases for the contract year from April 2, 2021 to June 30, 2022, as set forth on Exhibit "A" to Amendment #1;

NOW THEREFORE, the City and Contractor mutually agree to the pricing set forth on Attachment "A" to Amendment #1 for the contract year April 2, 2021 to 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

PRECISION DELTA

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Patricia Lott
Patricia Lott, Vice President

Approved as to form:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney



PRECISION DELTA™
Your Partners In Performance.

Phone 800-337-3621 * Fax 662-756-2590

PO Box 128 * Ruleville, MS 38771 * www.precisiondelta.com

April 26, 2021

City of Murfreesboro
Purchasing Department
PO Box 1139
Murfreesboro, TN 37133

RE: Police Ammunition Contract ITB-18-2020

Precision Delta can renew the Police Ammunition Contract ITB-18-2020 with the following prices to be good through June 30, 2022

2021-2022 Murfreesboro Price

SECTION A		# of rds
1	RA40TA \$ 144.45	500
2	Q4171 \$ 150.87	500
3	X38S8HP \$ 262.15	500
4	X10MMSTHP \$ 107.00	200
5	Q4172 \$ 93.50	500
6	RA9124TP \$ 144.45	500
7	RA380T \$ 205.44	500
8	USA223R1K \$ 328.90	1000
9	RA12005 \$ 127.06	250
10	RA12RS15 \$ 140.44	250
11	AA12FL8 \$ 86.94	250
12	W9MMLF \$ 133.22	500
13	W40SWLF \$ 146.59	500
14	RA556B \$ 754.35	1000
15	RA223SFY \$ 695.50	1000

SECTION D

1	USA40SW \$ 218.90	1000
2	Q4238 \$ 228.80	1000
3	USA223R1K \$ 328.90	1000
4	USA223R3 \$ 438.70	1000

Yours Truly

Patricia Lott
Vice President

Agreement for Police Ammunition

This Agreement is entered into and effective as of the 2nd day of April 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Precision Delta**, a Corporation of the State of Mississippi ("Contractor").

This Agreement consists of the following documents:

- This document
- "ITB-18-2020 – Police Ammunition" issued 01/21/2020 (the "Solicitation");
- Contractor's Proposal dated: 02/05/2020 ("Contractor's Proposal");
- Contractor's Price Proposal dated: 02/05/2020 (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 items set forth in Contractor's Proposal in Section A and D based on "ITB-18-2020 – Police Ammunition" listed under "Bid Specifications" of the ITB.
2. **Term.** The term of this Agreement commences on the Effective Date April 2, 2020 and expires on June 30, 2021 and shall be subject to an automatic renewal for a second, third, and fourth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Successful bidder shall submit price increases prior to May 1 of each year (2022, 2023, 2024, and 2025) for approval and acceptance by the City Manager. 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 fifteen (15) days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Compensation; Method of Payment.** The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal. 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.

- a. Deliveries of all items shall be made within ninety (90) calendar days of order, unless otherwise stated in the bid response, or 10 days for small orders (10,000 rounds or less), at the Murfreesboro Police Department, 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person Sergeant David Johnson (tel. 615-849-2673; email. 0207@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.
 - b. 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.
 - c. 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.
 - d. 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 have a standard manufacturer's warranty against defects in material or workmanship for a period of not less than twelve (12) months from the date of delivery. Such warranties shall include at a minimum the replacement of defective ammunition within ninety (90) days from the date of notification. The bidder awarded this contract will deliver the merchandise to the Murfreesboro Police Department, Attention: Sergeant David Johnson, 1004 N. Highland Avenue, Murfreesboro, TN 37130.
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 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, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

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 (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.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Patricia Lott
Precision Delta Corporation.
PO Box 128
Ruleville, MS 38771

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.

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 following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of April 2, 2020 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By:

A2E6A4BF7CD74E7

Shane McFarland, Mayor

PRECISION DELTA CORP.

By:

Patricia Lott, Vice President

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

43A20355

Adam F. Tucker, City Attorney

MURFREESBORO POLICE DEPARTMENT

FY2022 AMMUNITION ORDER

[illegible]

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Employee Assistant Program Service Agreement with LifeServices EAP

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

EAP Service Agreement for MPD Retirees with LifeServices EAP.

Staff Recommendation

Approve the EAP Service Agreement for MPD Retirees with LifeServices EAP.

Background Information

Police department retirees can sometimes find the transition from service life to retirement difficult due to being exposed or involved in traumatic incidents while performing job duties. The agreement with LifeServices will provide consulting services to retirees to assist in their transition and ensure that there is a mechanism in place for addressing job related exposures.

Council Priorities Served

Establish Strong City Brand

Providing extended EAP services beyond employment for retirees signifies our commitment to those who have dedicated a life of service to our community.

Fiscal Impacts

Funding is provided for in the Department's operating expenses within the FY22 budget. The total cost will be dependent on the number of retirees that receive services.

Attachments:

Employee Assistant Program Service Agreement for Murfreesboro Police Department Retirees.

**EMPLOYEE ASSISTANT PROGRAM
SERVICE AGREEMENT
FOR
MURFREESBORO POLICE DEPARTMENT RETIREES**

THIS AGREEMENT is entered into on September 1, 2021 by and between Workplace Services Corporation, d/b/a LifeServices EAP, (hereinafter "CONSULTANT"), and the City of Murfreesboro, Tennessee, a municipal corporation of the State of Tennessee, on behalf of the Murfreesboro Police Department (hereinafter "COMPANY") hereinafter "MPD".

1. **DESCRIPTION OF SERVICE.** CONSULTANT shall provide the following services to COMPANY for the benefit of its certified law enforcement officers, communication employees and crime scene technicians retired from working for the MPD and such retiree's benefit eligible family members which includes a spouse and disabled child of retiree (hereinafter the "Participants"):
 - a. Upon the request of a Participant, CONSULTANT shall provide each Participant with up to ten (10) sessions per episode. The purpose of the sessions will be, (i) to conduct an assessment of the Participant's problems, (ii) to provide necessary counseling services when indicated, (iii) to refer the Participant to one or more resources for counseling or treatment, if appropriate and (iv) to provide follow-up and case management when Participants are referred to other resources.
 - b. CONSULTANT shall have personnel on call 24 hours per day 7 days per week for emergencies. Non-emergency services shall be available during normal business hours, and sessions shall be conducted by appointment at CONSULTANT's or Network Provider's place of business.
 - c. CONSULTANT shall be available to conduct an initial training session for supervisors to instruct them on identifying individuals needing referral assistance.
 - d. CONSULTANT shall be available to conduct a general orientation program for all retirees of MPD. This program will be designed to acquaint retirees with the services of CONSULTANT and instruct on how to obtain access to these services.
 - e. CONSULTANT shall provide COMPANY with brochures advertising the services available to retirees. The form and content of all printed matter shall be coordinated with COMPANY's Human Resources Department.
 - f. CONSULTANT shall provide COMPANY with a quarterly statistical report detailing usage of services. Such reports shall not contain any information enabling COMPANY to identify particular Participants. Specific incidents revealed by Participants shall not be disclosed in the report, but it shall not be a breach of confidentiality if statistics identify general categories of Participant problems triggering use of CONSULTANT's service.
 - g. CONSULTANT shall provide COMPANY's participants access to financial and legal consultation services.
 - h. CONSULTANT shall perform the above-described services diligently and in a manner consistent with the standards customarily applicable to those providing similar services.
 - i. CONSULTANT shall provide COMPANY'SS participants with web accessible WorkLife Services.
2. **CONFIDENTIALITY.** Except as specifically permitted by this Agreement or as required by law, CONSULTANT shall keep confidential, not disclose to any third party, and not use any information or data acquired under this Agreement and relating in any manner to or disclosed by (1) the COMPANY or (2) any Participant. CONSULTANT shall impose this confidentiality requirement on its employees, agents, and

independent contractors that come in contact with confidential information under this Agreement. Any exchanges of information deemed necessary to fulfill the service components of this Agreement will meet all HIPPA regulations as well as adhere to all applicable laws and/or any existing policies of either party. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

3. **INDEPENDENT CONTRACTOR.** In performing this Agreement, CONSULTANT shall act at all times as an independent contractor. Nothing contained herein shall be construed or applied so as to create the relationship of principal and agent between COMPANY and CONSULTANT. Neither party shall make any commitment or incur any charge or expense in the name of the other party.
4. **INSURANCE.** During the term of this Agreement, CONSULTANT must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation policies. CONSULTANT will provide to the COMPANY: (i) a standard certificate of insurance evidencing the coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the COMPANY as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants and agents."
5. **INDEMNIFICATION.**
 - a. CONSULTANT must indemnify, defend, and hold harmless the COMPANY, 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 CONSULTANT, 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 COMPANY will not indemnify, defend or hold harmless in any fashion CONSULTANT from any claims arising from any failure, regardless of any language in any attachment or other document that CONSULTANT may provide.
6. **REPRESENTATIVES AND NOTICE.** All payments and notices may be made by mail and shall be effective upon posting if sent by prepaid United States mail. Until notified otherwise in writing by COMPANY, CONSULTANT shall direct such communications to:

City of Murfreesboro, TN Police Department
Attn: Michael Bowen, Chief of Police
Address: 1004 North Highland Ave.
Murfreesboro, TN 37130
Phone: 615-849-2641
Email: mbowen@murfreesborotn.gov

Until notified otherwise in writing by CONSULTANT, COMPANY shall direct all communications relating to this Agreement to the following address:

LifeServices EAP
Attn: Kathy Cardwell, Executive Director 1712 N
Meridian Street, Ste. 201
Indianapolis, IN 46202
Phone: 1-800-822-4847
Email: kcardwell@lifeserviceseap.com

7. **TERM.** Unless terminated as provided herein, the initial term of this Agreement shall be for one (1) year and shall commence on September 1, 2021. This Agreement will automatically renew for twelve (12) month terms beginning September 1, 2022 (anniversary of commencement date), effective after the initial term, on the same terms and conditions unless either party gives written notice of intent not to renew to the other party sixty (60) days prior to the expiration of the term herein mentioned or of any subsequent term.
8. **TERMINATION.** The COMPANY may terminate this Agreement immediately upon the occurrence of any of the following events:
 - a. Any conduct of the CONSULTANT's shareholders, employees or agents which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the COMPANY.
 - b. In addition, if CONSULTANT commits a material breach of any of the terms of this Agreement, other than that listed in "a" above, then the COMPANY may terminate this Agreement upon no less than thirty (30) days written notice.
 - c. In the event the COMPANY breaches any material term of this Agreement, then the CONSULTANT may terminate this Agreement upon no less than thirty (30) days written notice.
9. **FEES.**
 - a. COMPANY shall pay CONSULTANT for up to ten (10) individual sessions per retiree on a fee-for-service basis. The fee for each session is \$100.00.
 - b. The fee will be invoiced quarterly and shall be paid no later than the last day of the first month of the quarter.
10. **COMPLIANCE WITH LAWS.** CONSULTANT agrees to comply with any applicable federal, state, and local laws and regulations.
11. **MODIFICATION.** This Agreement may be modified only by written amendment executed by all parties and their signatures 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**. CONSULTANT 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 COMPANY 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, CONSULTANT 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 COMPANY or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the COMPANY 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**. COMPANY shall not assign any or all of its rights under this Agreement without the prior written consent of CONSULTANT. This Agreement shall not be assigned or subcontracted in whole or in part by CONSULTANT without the prior written consent of COMPANY.
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 CONSULTANT may provide. Any action between the parties arising from this Agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **SEVERABILITY.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties with respect to the subject matter hereof; it shall not be modified except in writing signed by both parties.
22. **EFFECTIVE DATE.** This Agreement is not binding upon the parties until signed by each of the CONSULTANT and authorized representatives of the COMPANY and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

Workplace Services Corporation, d/b/a
LifeServices EAP

DocuSigned by:

By: 

75033C09058D4D4...

Title: President & CEO

Date: 9/13/2021

City of Murfreesboro on behalf of the
Murfreesboro Police Department

By: _____

Shane McFarland, Mayor

Date: _____

APPROVED AS TO FORM:

DocuSigned by:



4A48855F9401
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Purchase of Steel Pedestrian Barricades

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 steel pedestrian barricades for the Police Department.

Staff Recommendation

Approve the purchase of 330 steel pedestrian barricades from Sonco Worldwide, Inc. (Sonco).

Background Information

Pedestrian barricades are used by the Department for crowd control at various events throughout the city. This purchase will double the current inventory allowing for greater coverage by the Department.

Sonco was the lowest responsible bidder at \$110 for each barricade.

Council Priorities Served

Maintain Public Safety

Pedestrian barricades are a cost-effective means of controlling and protecting citizens and law enforcement personnel during events.

Fiscal Impact

The total cost, \$36,300, is provided by the FY22 State Direct Allocation Grant funds received for public safety.

Attachments

Agreement for Barricades for Crowd Control.

Agreement for Barricades for Crowd Control

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 **Sonco Worldwide Inc**, a Corporation of the State of Maryland ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-04-2022 – Barricades for Crowd Control, issued 08/17/2021 (the "Solicitation");
- Contractor's Proposal, dated 08/31/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 08/31/2021 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the following services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-04-2022 – Barricades for Crowd Control."

2. Term.

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

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

3. Payment and Delivery.

The price for the services and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a **Total Purchase Price of Thirty-Six Thousand Three Hundred Dollars and No Cents (\$36,300.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance/delivery of the portion of the services/goods 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. All invoices should be submitted to: accountspayable@murfreesborotn.gov

4. 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.

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

6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to

effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Andrew Hession
Sonco Worldwide, Inc.
6500 Ammendale Road
Beltsville, MD 20705

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

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. 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 Contractors entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places available to all employees and applicants, notices of nondiscrimination.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written

consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Sonco Worldwide, Inc.

Andrew Hession
Andrew Hession, Sales Manager

Approved as to form:
DocuSigned by:

Adam F. Tucker
3A2035E51F9401
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Contract Extension with Trucker's Lighthouse, Inc. 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 contract with Trucker's Lighthouse, Inc.

Staff Recommendation

Approve the First Amendment to the Contract with Trucker's Lighthouse, Inc.

Background Information

The initial contract between the City and Trucker's Lighthouse was approved by Council on June 18, 2020. This vendor provides various equipment to outfit new police vehicles. The current contract 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 this contract 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:

First Amendment to the Contract Between the City of Murfreesboro and Trucker's Lighthouse, Inc. for Police Vehicle Equipment.

**FIRST AMENDMENT
TO THE
CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
TRUCKER'S LIGHTHOUSE, 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 Trucker's Lighthouse, 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 Trucker's Lighthouse, Inc. for equipment set forth in Sections C, D, and E 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 increase of Jotto Part, JOT425-5032/413 from \$542.00 to \$569.00 due to market situations worldwide resulting in rising material and labor costs;

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 of one Jotto Part, JOT425-5032/413 from \$542.00 to \$569.00; 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

TRUCKER'S LIGHTHOUSE, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By:  _____
Chris Keith, Sales Manager

Approved as to form:

DocuSigned by:



Adam F. Tucker, City Attorney

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TRUCKER'S LIGHTHOUSE, 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 **Trucker's Lighthouse, 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 C, D, and E 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 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 C, and per the Attachment labeled Setina-Bid Pricing for Section C to include ALL Setina systems, accessories and options. Pricing for ALL of the Setina products (items) shall be based on a percentage discount off of the Manufacturer Suggested Retail Price (MSRP) of each item;
 - ii. Section D, and per the Attachment labeled Jotto Desk/Patriot/Kodiak – Bid Pricing to include ALL Jotto Desk/Patriot/Kodiak systems, accessories and options. Pricing for ALL of the Jotto Desk/Patriot/Kodiak products (items) shall be based on a percentage discount off of the Manufacturer Suggested Retail Price (MSRP) of each item; and
 - iii. Section E, and per the Attachment labeled Havis-Bid Pricing for Section E to include ALL Havis systems, accessories and options. Pricing for ALL of the Havis 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: Trucker's Lighthouse Inc
Attention: Chris Keith
Address: 201 Crutch Field Ave.
Nashville, TN 37210

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 18th, 2020 (the "Effective Date").


CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:
By: 
Shane McFarland, Mayor

TRUCKER'S LIGHTHOUSE INC.

By: 
Chris Keith, Sales Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

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

Asphalt purchases, \$65,000, and concrete purchases, \$35,000, are funded by the Department's FY22 Budget.

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
8/26/2021	Blue Water	E Mix 64-22	\$ 68.50	5.11	\$ 350.04	\$ 3,119.74
8/31/2021	Blue Water	E Mix 64-22	\$ 68.50	2.06	\$ 141.11	\$ 3,260.85
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.28	\$ 156.18	\$ 3,417.03
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.49	\$ 170.57	\$ 3,587.60
9/7/2021	Blue Water	E Mix 64-22	\$ 57.50	16.81	\$ 966.58	\$ 4,554.18
9/7/2021	Blue Water	E Mix 64-22	\$ 68.50	18.29	\$ 1,252.87	\$ 5,807.05
9/7/2021	Blue Water	BM Mix 64-22 RP	\$ 57.50	12.56	\$ 722.20	\$ 6,529.25
9/15/2021	Blue Water	E Mix 64-22	\$ 68.50	10.25	\$ 702.13	\$ 7,231.38
9/15/2021	Blue Water	E Mix 64-22	\$ 68.50	2.59	\$ 177.42	\$ 7,408.80
9/17/2021	Blue Water	E Mix 64-22	\$ 68.50	15.20	\$ 1,041.20	\$ 8,450.00
9/20/2021	Blue Water	E Mix 64-22	\$ 68.50	9.24	\$ 632.94	\$ 9,082.94
						\$ 9,082.94

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
8/24/2021	Vulcan	307BM PG 64-22	\$ 70.01	13.04	\$ 912.93	\$ 4,503.16
9/8/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.39	\$ 1,286.94	\$ 5,790.10
9/9/2021	Vulcan	307BM PG 64-22	\$ 69.98	18.24	\$ 1,276.44	\$ 7,066.54
						\$ 7,066.54

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Contract for Concept Planning for Public Works South

Department: Public Works

Presented by: Ron Duggin, Director of Project Development

Requested Council Action:

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

Summary

Master planning and conceptual design services contract for property along Butler Drive for Public Works South Facility and Transfer Station.

Staff Recommendation

Approve contract with KDGi for conceptual design and master planning services.

Background Information

The City proposes to enter into a contract with KDGi to seek building concept and design plans for the Public Works South Facility along with the Transfer Station at the Butler Drive property that was purchased by the City.

Council Priorities Served

Expand infrastructure

Building well-planned facilities is necessary to support the expanding infrastructure of the City, including facilities to provide for roadway maintenance and solid waste utility infrastructure.

Fiscal Impact

Funding for cost of services, approximately \$25,300, will be funded from the FY18 and FY19 CIP Budget.

Attachments

Standard Short Form of Agreement between Owner & Architect

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 31st day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

and the Architect:
(Name, legal status, address and other information)

Kingdom Development Group Incorporated
326 River Downs Blvd.
Murfreesboro, TN 37128

for the following Project:
(Name, location and detailed description)

City of Murfreesboro – Streets Department Public Works Facility - South Annex
Murfreesboro, TN

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

KDGi will provide master planning and conceptual design services for the City of Murfreesboro, Streets Department Public Works Facility – South Annex. KDGi will work with the City of Murfreesboro to develop a conceptual site master plan, which will encompass two planned construction phases as follows:

- Phase I: Development of a Transfer Station
- Phase II: Development of the Public Works Facility, which will include Fleet Maintenance, a Fueling Island, equipment and vehicle storage, and other tertiary structures.

The completion of a conceptual site master plan will also support the validation of project costs, whereby KDGi will provide a Rough Order of Magnitude cost estimate.

The extent of KDGi's services under this Agreement includes the Design Phase, whereby the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Stipulated Sum:

Compensation shall be a stipulated sum of twenty-five thousand and three-hundred dollars (\$25,300).

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project.

Payments are due and payable upon receipt of the Architect's monthly invoice.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond three (3) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Insurance:

7.1 Insurance

7.1.1 Architect shall secure and keep in force during the term of the Agreement, from insurance companies authorized to do business in the State of Tennessee the following insurance coverages:

Commercial General Liability, with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 aggregate products and completed operations. The aggregate limit shall apply separately to occurrences at the location project to which the contract relates.

Automobile Liability, with minimum limits of liability of \$300,000 per person and \$300,000 per occurrence; and
Workers' Compensation Insurance in compliance with state law.

Professional Liability Insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, with a deductible not in excess of \$25,000 and such coverage shall be in force during the terms of this Agreement and for a period of at least twelve months thereafter. If such insurance is written on a claims-made basis, it shall have a retroactive date not later than the date of this Agreement and shall include a supplemental extended reporting period

provision.

- 7.1.2 Architect shall furnish the Owner with certificates of insurance as evidence these policies are in effect.
- 7.2 Indemnification. Architect agrees to indemnify, defend, and hold harmless the Owner and its officers and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent or willful acts or omissions in performing work under this Agreement, including any breach of intellectual property rights, except for claims arising out of the negligence or willful acts of the Owner. Architect's obligation to indemnify, defend, and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses, and attorneys' fees.
- 7.3 Independent Entity. Architect is an independent entity under this Contract and is not an employee of the Owner for any purpose. Architect retains sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under the Contract, except to the extent specified in the Contract.
- 7.4 Integration. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 7.5 Amendments. This Agreement may not be amended except by a written instruction signed by the Architect and the Owner's duly authorized representative.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

Brandon M. Harvey, President/Managing Partner
TN Registered Architect #107050

(Printed name and title)

(Printed name, title, and license number, if required)

APPROVED AS TO FORM

DocuSigned by:



Adam F. Tucker, City Attorney

Additions and Deletions Report for AIA® Document B105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:31:47 ET on 08/31/2021.

PAGE 1

AGREEMENT made as of the 31st day of August in the year 2021

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

...

Kingdom Development Group Incorporated
326 River Downs Blvd.
Murfreesboro, TN 37128

...

City of Murfreesboro – Streets Department Public Works Facility - South Annex
Murfreesboro, TN

PAGE 2

KDGi will provide master planning and conceptual design services for the City of Murfreesboro, Streets Department Public Works Facility – South Annex. KDGi will work with the City of Murfreesboro to develop a conceptual site master plan, which will encompass two planned construction phases as follows:

-Phase I: Development of a Transfer Station

During the Design Phase, Phase II: Development of the Public Works Facility, which will include Fleet Maintenance, a Fueling Island, equipment and vehicle storage, and other tertiary structures.

The completion of a conceptual site master plan will also support the validation of project costs, whereby KDGi will provide a Rough Order of Magnitude cost estimate.

The extent of KDGi's services under this Agreement includes the Design Phase, whereby the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ – 2017, Standard Short Form of Agreement Between Owner and

~~Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

PAGE 3

Stipulated Sum:

~~The Owner shall pay the Architect an initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice. Compensation shall be a stipulated sum of twenty-five thousand and three-hundred dollars (\$25,300).~~

~~The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (%) Project.~~

~~Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid () days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.~~

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond (—) three (3) months of the date of this Agreement through no fault of the Architect.

...

Insurance:

7.1 Insurance

7.1.1 Architect shall secure and keep in force during the term of the Agreement, from insurance companies authorized to do business in the State of Tennessee the following insurance coverages:

Commercial General Liability, with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 aggregate products and completed operations. The aggregate limit shall apply separately to occurrences at the location project to which the contract relates.

Automobile Liability, with minimum limits of liability of \$300,000 per person and \$300,000 per occurrence; and Workers' Compensation Insurance in compliance with state law.

Professional Liability Insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, with a deductible not in excess of \$25,000 and such coverage shall be in force during the terms of this Agreement and for a period of at least twelve months thereafter. If such insurance is written on a claims-made basis, it shall have a retroactive date not later than the date of this Agreement and shall include a supplemental extended reporting period provision.

7.1.2 Architect shall furnish the Owner with certificates of insurance as evidence these policies are in effect.

- 7.2 Indemnification. Architect agrees to indemnify, defend, and hold harmless the Owner and its officers and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent or willful acts or omissions in performing work under this Agreement, including any breach of intellectual property rights, except for claims arising out of the negligence or willful acts of the Owner. Architect's obligation to indemnify, defend, and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses, and attorneys' fees.
- 7.3 Independent Entity. Architect is an independent entity under this Contract and is not an employee of the Owner for any purpose. Architect retains sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under the Contract, except to the extent specified in the Contract.
- 7.4 Integration. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 7.5 Amendments. This Agreement may not be amended except by a written instruction signed by the Architect and the Owner's duly authorized representative.

This Agreement entered into as of the day and year first written above.

PAGE 4

Brandon M. Harvey, President/Managing Partner
TN Registered Architect #167050

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brandon M. Harvey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:31:47 ET on 08/31/2021 under Order No. 5728952349 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Street Department ITB Award Recommendation

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 message board signs and accessories from ProLogic ITS, LLC.

Staff Recommendation

Approve the purchase from ProLogic ITS, LLC.

Background Information

The Street Department utilizes this type of message board to help assure the safety of our employees as well as the safety of citizens. Boards notify citizens of hazards or a change of traffic patterns ahead.

The proposed purchase includes two Wanco Standard Full Matrix Message Signs, two Digital 4G Wanco Modems with GPS including 10-year Wanco Fleet Manager Online Services, and two Solar Panel Tile/Rotate Frame Assemblies. These units would be replacing two older units that are in a state of disrepair.

An Invitation to Bid was issued ProLogic ITS, LLC. was the lowest responsible bidder.

Council Priorities Served

Expand infrastructure

Operating equipment is necessary to support the expanding infrastructure of the City, including equipment to assist with safe and efficient roadway maintenance.

Fiscal Impact

This expenditure, \$37,311, is funded by the FY21 CIP Budget.

Attachments

1. City contract for purchases from ProLogic ITS, LLC



RESPONSE TO
INVITATION TO BID
#ITB-06-2022
for

MESSAGE BOARDS

Submitted To



DUE SEPTEMBER 8, 2021
2:00 PM CENTRAL

ProLogic ITS

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102
866-923-0513

www.prologicits.com

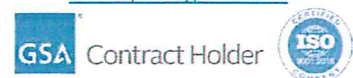


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Transmittal Letter

September 8, 2021

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Subject: **ITB: 06-2022, Message Boards**

Dear Ms. Smith,

ProLogic ITS (ProLogic) is known across the country as an end-to-end solution provider. We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership. ProLogic ITS is both a CJIS Compliant Company as well as an ISO 9001:2015 Certified Company.

With ProLogic, the idea is simple: Proven Success over 8 years. From tried-and-true solutions to today's cutting edge advancements in technology, ProLogic combines the elements you need and expect from a trusted source for IT products, services, and overall solutions.

At ProLogic, integrity is crucial to our mission. We act with honesty and adhere to the highest standards of ethical values through our employees' professional behavior. It's through their values and belief in ProLogic that we will succeed in becoming a global leader offering the best of breed end-to-end technology solutions.

We demonstrate our understanding of these values by upholding them in every action and decision we make. As we endure a culture that is based upon ethical conduct, we expect our actions to be consistent with our words, and our words to be consistent with our intentions.

The City of Murphreesboro will benefit from ProLogic ITS's extensive experience in the provisioning of law enforcement products and services. We serve agencies across the nation and have a proven track record for on-time installation and professional service. ProLogic ITS has extensive experience with government contracts. We understand the nuances of the purchasing process in this sector as well as the complex security and compliance requirements. Our mission is to be your technology partner of choice by completing your orders in a timely manner.

Our proposal and all quotes herein are valid for 90 days as specified in the solicitation. If any changes are made to this proposal, then all pricing should be considered void unless otherwise authorized in writing by the signer of this proposal.

Sincerely,



Paul Sprayberry
Managing Partner
106 North Point Pkwy
Building 2 Suite 350
Acworth, GA 30102
Phone: (866) 923-0513 Ex. 702

ProLogic ITS Executive Summary

ProLogic ITS is an experienced full lifecycle service provider of hardware and software solutions, professional services, and asset recovery services. For over 8 years, the team at ProLogic ITS, LLC ("ProLogic ITS") has centralized all the elements our customers need and expect from a trusted source for IT products, services, and overall solutions.

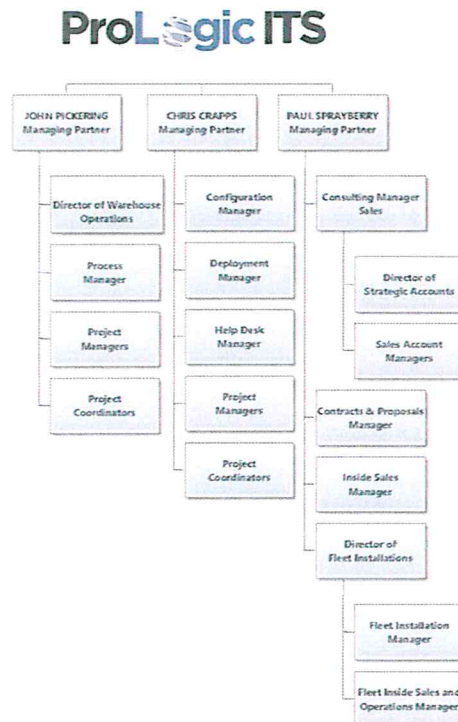
ProLogic ITS is headquartered north of Atlanta in a secure 87,000 square foot facility in Acworth, GA just off Interstate 75 and near Interstate 575. This facility is located 30 miles from downtown Atlanta, GA. An additional 12,000 square foot warehouse is located at Forest Park, GA, just 10 miles from downtown Atlanta. Within these two facilities, we can warehouse, inventory, and stage for delivery, all the equipment requested in this solicitation.

With an in-house staff of over 212 employees, ProLogic ITS' experienced hands-on team can assist in technical planning and create a strategy to accomplish customer's goals. With satellite offices located in Florida and Alabama, we can design, build, and maintain solutions based on industry-standard technology platforms and related value-added services for a national customer base.

Additionally, ProLogic ITS has access to over 8,000 certified professionals. These professionals are some of the best-qualified individuals in the trade. All subcontractors are held to the same performance, quality, and ethical standards as ProLogic ITS employees and performance are continuously monitored and evaluated.

Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership. Our ProLogic ITS Green Delivery Process saves time, money, and effort for K-12, Higher Education, and State & Local Governments as well as allowing these entities to be eco-friendly.

Our Organization Chart shown below indicates how our company operates as a service-based company with a significant group of trained and certified Project managers to handle our projects.



Legal Name: ProLogic ITS, LLC

Address - Headquarters: 106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

- Contact Name: Paul Sprayberry, Managing Partner
- Phone Number: 866-923-0513, x702
- e-Mail: paul.sprayberry@prologicits.com
- Fax: (770) 975-1144
- Legal Structure: Limited Liability Corporation, Incorporated 11/14/2013
- FEIN/TIN: 46-4101495
- Federal E-Verify Number: 730441, Registered 12/03/2013
- DUNS: 079353667
- Occupational Tax Certificate: LC20130000921 (Cherokee County, GA)
- Certificate of Existence: Control #13464989 (Georgia)

As Filed with State of Georgia

Company Ownership

• Company Officer 1: Paul Sprayberry, Managing Partner	33.34%
• Company Officer 2: Chris Crapps, Managing Partner	33.33%
• Company Officer 3: John Pickering, Managing Partner	33.33%

Satellite Offices:

Georgia: ProLogic ITS - Service Center and Warehouse
107 Forest Parkway
Suite 700
Forest Park, GA 30297

ProLogic ITS - Sales Office
114 Town Park Drive NW
Kennesaw, GA 30144

Trans Comm Services - a division of ProLogic ITS
105 Manley Road
Griffin, GA 30223

Florida: ProLogic ITS - Service Center and Warehouse
7828 SW Jack James Drive
Building 1/A
Stuart, FL 34997-7233

Gulf Coast Upfitters - a division of ProLogic ITS
6345 US-90
Milton, FL 32570

Alabama: ProLogic ITS - Service Center and Warehouse
520 Galloway Circle
Alabaster, AL 35007

ProLogic ITS, LLC (ProLogic ITS) is a certified ISO 9001:2015 as well as a Criminal Justice Information Services (CJIS) compliant facility. These two certifications indicate the high-quality standards and promise of high-quality security measures taken within the company to protect customer data and equipment.

ProLogic ITS has established this quality policy to be consistent with the purpose and context of our organization. It provides a framework for the setting and review of objectives in addition to our commitment to satisfying applicable customers', regulatory and legislative requirements as well as our commitment to continually improve our management system.

At ProLogic ITS, we are committed to building strong relationships with our customers. We believe providing on-time service and quality products are important components in developing and maintaining those relationships.

As an organization, we recognize that people are the essence of any good business and that their full involvement enables their abilities to be used for our benefit. Our Top Management has committed to creating and maintaining a working environment in which people become fully involved in achieving our objectives. Quality objects for the organization are communicated to all interested parties at all levels within our organization to ensure that all individuals understand their responsibility for ensuring quality control. Project Managers lead professionally and directly supervise and review projects to ensure quality control. The executive managers (shown below) take responsibility for implementing quality control to continually exceed the certification standards for ISO 9001:2015.

ProLogic ITS has experience working as a subcontractor and working as a prime contractor supported by subcontractors. ProLogic ITS can utilize existing relationships with quality trade organizations that can support the needs of our customers should the need for subcontracting arise. Any organization working with ProLogic ITS has been evaluated to ensure that the company meets or exceeds the qualifications expected of a ProLogic ITS team member. All subcontractors are held to the same performance, quality, and ethical standards as ProLogic ITS employees and their performance will be continuously monitored and evaluated.

ProLogic ITS has a risk management process in place for handling all problems and providing solutions to these problems. The assigned Project Manager, or Project Coordinator, has the responsibility to solve the problem or escalate it to a higher decision authority. The problem will remain assigned to this individual, as the sole contact for the customer, until the provided solutions meet the customer's needs.

ProLogic ITS is a certified ISO 9001:2015 company. As such, we are required to meet high standards of quality not often found in other companies. ProLogic ITS has a quality policy that provides a framework for the setting and review of objectives in addition to our commitment to satisfying applicable customers' regulatory and legislative requirements regardless of the timeline or urgency of the requirement. ProLogic ITS has experience handling urgent requirements while providing solutions with a very quick turnaround.

Project Managers are assigned to every project. ProLogic follows a Project Management methodology as defined by the Project Management Institute (PMI) and an Application Development Cycle that is both iterative and incremental in its approach while adhering to the planned requirements. ProLogic ITS has PMP certified Project Managers nationwide supporting 5 distinct regions: South East, North East, South West, North West, and the Mid-West. While each project is customized to fit our client's needs, the Project Management team is ultimately responsible for planning, identifying risk, managing issues, following change management procedures, measuring, reporting, quality assurance, and monitoring the budget.

Our customers receive value through ProLogic's Project Manager in the following ways:

- **Provide Single point of Accountability** - a single framework covers all aspects of the project, providing you with a single point of contact for all aspects of project execution as well as a clear understanding of how each activity within the project supports the accomplishment of overall business objectives.
- **Provide a methodology that is based on proven tools** - the Project Management methodology is based on processes, principles, and tools that have been proven on numerous engagements throughout the industry.
- **Provide quality** - use performance and quality metrics to ensure we meet or exceed all established service level criteria and relentlessly work to improve service levels, reduce costs, increase personnel productivity, and simplify IT activities.

What We Do

From tried-and-true solutions to today's cutting-edge advancements in technology, ProLogic ITS combines the elements customers need and expect from a trusted source for IT products, professional services, and overall solutions. ProLogic ITS has become the technology partner of choice for customers because of our expertise in collaboratively transforming technology and professional services and incorporating the newest technical innovations and professional services techniques.

Our certified technicians work in an efficient, secure processing facility to complete deployment to fit the customer's timeline. Our 87,000 square foot warehouse has been designed to facilitate our shipping and receiving procedures, as well as to ensure the safety of all equipment we receive. This ensures that it will arrive in our customer's hands in perfect, working condition.

ProLogic ITS, LLC, is conveniently located in north metro Atlanta, adjacent to I 75. Our warehouse and offices are in a facility with the following features:

- 87,000 SF warehouse
- 28 ft. Ceiling Clearance
- CJIS Compliant
- ISO Certified
- Access Controlled
- ESFR Sprinkler System
- Multi Zones IP Security Cameras
- Remote 24/7/365 Monitoring
- Warehouse Racking System
- Temperature Controlled Configuration, Break-Fix, and Asset Recovery areas
- 20+ Bay Receiving Area

ProLogic ITS is an experienced full lifecycle service provider of Hardware and Software solutions and Asset Recovery services. We strive to propose solutions to exceed your technology needs. As your technology provider, we want to help you grow and form a solution unique to fit your requirements and long-range plans.

Our experienced, hands-on team can assist in technical planning and create a strategy to accomplish these goals.

- Desktops, Laptops & Tablets
- Promethean Interactive Flat Panels
- Wireless Collaboration Solutions
- STEM Products
- Cloud Based Curriculum
- Servers
- Storage
- Networking
- Cyber Security Solutions
- Systems Management
- Rugged Mobility
- Backup
- Software
- Upfitting Services

Mobility Solutions and Vehicle Upfitting

Whether purchasing new vehicles or retrofitting your existing fleet, allow ProLogic the opportunity to enhance your experience by using industry standard processes and best of breed solutions. We will help you select, deploy, and manage every piece of your required solution, including in-vehicle and mobile system integration, project service support, pre-deployment and post-deployment services, asset management, customer support help desk, and more.

ProLogic ITS installation services accommodate multiple vertical markets, vehicle models, and technology solutions. We provide nationwide coverage to small local fleets or enterprise wide deployments for thousands of vehicles. We have dedicated resources who specialize in Vehicle UpFitting, InCar Installations, Rugged Mobility and Audio Visual Products. Our installers are background checked, drug tested and will clear a Level 3 CJIS Test when needed.

The ProLogic ITS team commits to reliable deployments and customer satisfaction. Our team compliments a project plan to ensure vehicles and assets are quickly back in the field and fully operational. Our goal is to limit vehicle and asset downtime with accurate installs to provide operational efficiency and maximize your return on investment.



Procurement/Delivery/Services



At ProLogic ITS, our certified technicians work in an efficient, secure processing facility to complete deployment to fit the customer's timeline. Our warehouse has been designed to facilitate our shipping and receiving procedures, as well as to ensure the safety of all equipment we receive so that it will arrive in our customer's hands in perfect, working condition.

By utilizing wireless bar-coding and specially designed databases, we can ensure quality standards in our warehouse shipping and receiving processes. While preparing systems for our customer's specifications, the ProLogic ITS certified technicians will find all any problems with your systems and repair them before they leave our warehouse. This process reduces the chance of "Dead-on-Arrival" equipment, so you can rest assured that your systems will arrive at your site in their best possible working conditions. Having been stored and serviced in our warehouse, your product is loaded onto our self-maintained fleet of vehicles. We guarantee that our vehicles are driven by experienced and certified drivers, who have undergone a thorough driving record background check.

Warehousing

We will receive your products at our warehouse for storage until the installation date and prepare your systems to your specifications. When they are ready, we will deliver the systems to your site with our fleet of vehicles. We have perfected our deployment procedure over the years to provide our customers with fast response time, and to reduce the amount of employee downtime.

We coordinate our installations to meet the customer's needs. Finally, we rely on customer evaluations to improve our project management and installation process.



Imaging

Adjusting computer settings and installing required software across all the computers in your organization would be a painstaking task, requiring many man-hours if done manually.

ProLogic ITS will create and apply an image to your computers using your licensed software. Fully equipped imaging tables in our warehouse allow efficient installation of software and settings before delivery to your building. Additionally, on-site imaging, at your facility, is available if preferred. Let us do everything for you, and you will receive your new, ready-for-use computers with no down-time for users.



Delivery

ProLogic ITS utilizes an aggressive delivery schedule and efficient procedures to achieve a quick and high-quality service. We continue to fine-tune our process, following industry standards and customer suggestions. Our team of certified technicians is specially trained to provide our customers with the quick and hassle-free equipment delivery they deserve.



We aim for 100% satisfaction in catering to your needs and integrating technology at your site with maximum efficiency. Our technicians will keep your staff up to date on the process and inform you of any problems as they arise during deployment. Should a problem arise (e.g. a faulty product arrives from the manufacturer), we will explain any steps being taken to remedy the problem. Most problems are easily fixed by our technicians on-site and will cause no delays to your organization receiving your new systems. Should a problem arise that cannot be remedied on-site, ProLogic ITS will take every action necessary to resolve the problem and repair or replace your system in a timely manner.

Depot, Sparing and 3rd Party Warranty Maintainer

ProLogic ITS provides fee added depot, sparing and 3rd party warranty services. These services come with the following requirements:

- The system must be covered under a qualifying warranty.
- The customer sends an email to our online ticketing portal with the service tag number, a short description of the issue, contact information and returns ship-to address.
- Pre-paid labels are generated and emailed to the requestor.
- Package the unit with the shipping label applied and ship.
- Units are diagnosed, repaired under warranty, and shipped back at no cost to you.
- If the repair is not covered under warranty an estimate will be provided on the cost to repair prior to the repair being completed.
- Total turnaround time is typically 5 to 7 business days including shipping.
- Eliminates the time required for a technical support call, diagnosing the issue, receiving a part and scheduling time for an onsite repair technician, giving you more time to focus on supporting end-users

Asset Recovery

ProLogic ITS offers customized asset retirement and recycling programs that ensure legal and data security protection as well as environmental compliance. As your organization updates your technology, the old equipment is deposited in a warehouse or storage area and a designated employee or employees must spend valuable time and resources managing the disposal of these assets. Currently, you have personnel removing your old equipment from multiple sites using your equipment, fuel, and personnel, then delivering it back to your warehouse where it is palletized by your staff before it is picked up. If needed, ProLogic ITS can offer a Turn-Key Solution, where we install your new equipment and remove your outdated technology the same day. We will use our trucks, our gas, and our staff to offer a painless solution that will save you money. If the Turn-Key Solution does not work for your organization, then ProLogic ITS can still pick up your old technology at each individual site as needed.

- Asset management services help successfully manage your technology life cycle
- All products must be de-installed and ready for removal
- Collect all electronic equipment from customer location
- Will perform a DOD wipe on all applicable components at ProLogic ITS warehouse
- Will provide the customer with a DOD and Certificate of Destruction Letter after the removal



ProLogic ITS can dramatically reduce the time, effort, and costs involved in your computer-recycling efforts as well as retire your electronic assets in a secure and compliant manner. The result: less worry for you and more time to devote to other important tasks.



ProLogic ITS
106 Northpoint Parkway
Acworth, Georgia 30102
United States
(P) 866-923-0513

Quotation (Open)

Date

Sep 08, 2021 09:16 AM EDT

Modified Date

Sep 08, 2021 09:31 AM EDT

Quote #

19976 - rev 1 of 1

Description

Wanco Optional

SalesRep

Aaron, Allie
(P) 8669230513

Customer Contact

Smith, Cathy
(P) (615) 849-2629
purchasing@murfreesborotn.gov

Customer

City of Murfreesboro (CO2126)
Smith, Cathy
111 West Vine Street
Murfreesboro, TN 37130
United States

Bill To

City of Murfreesboro
Payable, Accounts
111 West Vine Street
Murfreesboro, TN 37130
United States

Ship To

City of Murfreesboro
PO, REF
111 West Vine Street
Murfreesboro, TN 37130
United States

Customer PO:**Terms:**

Undefined

Ship Via:

UPS Ground

Special Instructions:**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	Digital 4G Wanco Modem with GPS including 10 Years Wanco Fleet Manager online service (Wanco APN SIM Only)	D4G	2	\$1,103.52	\$2,207.04
2	Solar panel tilt / rotate frame assembly – Includes 170?watt solar	SPT	2	\$977.40	\$1,954.80

Subtotal: \$4,161.84
Tax (.0000%): \$0.00
Shipping: \$0.00
Misc: \$0.00
Total: \$4,161.84

Payment Terms: Net 30 Days.

After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual).

Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein.

Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO.

Hardware cancellations may be subject to up to a 50% restocking fee.



ProLogic ITS
106 Northpoint Parkway
Acworth, Georgia 30102
United States
(P) 866-923-0513

Quotation (Open)

Date
Sep 07, 2021 01:50 PM EDT

Modified Date
Sep 08, 2021 09:31 AM EDT

Quote #
19966 - rev 1 of 1

Description
Wanco Std Full Matrix Message Sign

SalesRep
Aaron, Allie
(P) 8669230513

Customer Contact
Smith, Cathy
(P) (615) 849-2629
purchasing@murfreesborotn.gov

Customer
City of Murfreesboro (CO2126)
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111 West Vine Street
Murfreesboro, TN 37130
United States

Customer PO:

Terms:
Undefined

Ship Via:
UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Wanco Std Full Matrix Message Sign: Full Matrix Cabinet • Hydraulic Tower • Standard Battery box with 4-6v Batteries • 15 Amp Battery Charger • 130W Solar panel • Spring Leaf Axle • Removable Drawbar w/ 2" Ball Hitch • polycarbonate fenders with LED tail lights • Orange Powder Coat Finish	WTMMBA	2	\$15,974.77	\$31,949.54

Subtotal: \$31,949.54
Tax (.0000%): \$0.00
Shipping: \$1,200.00
Misc: \$0.00
Total: \$33,149.54

Payment Terms: Net 30 Days.

After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual).

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Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs.



ProLogic ITS
106 Northpoint Parkway
Acworth, Georgia 30102
United States
(P) 866-923-0513

Quotation (Open)

Date
Sep 08, 2021 09:16 AM EDT

Modified Date
Sep 08, 2021 09:31 AM EDT

Quote #
19976 - rev 1 of 1

Description
Wanco Optional

SalesRep
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(P) 8669230513

Customer Contact
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PO, REF
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United States

Customer PO:

Terms:
Undefined

Ship Via:
UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
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See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs.

MANUFACTURER'S CERTIFICATION

This is to certify that ProLogic ITS is the manufacturer
(Vendor/Respondent's Name)
or a manufacturer's authorized dealer of Wanco, Inc.
(Manufacturer/Brand Name)
in the State of Tennessee.

By:

Manufacturer Name: Wanco, Inc.
Address: 5870 Tennyson St.
City, State, Zip: Arvada, CO 80003
Office Phone: 800-972-0755 Mobile Phone: 470-233-9831
E-mail: tim.paulino@wanco.com

Signature: _____
Title: Business Development Manager

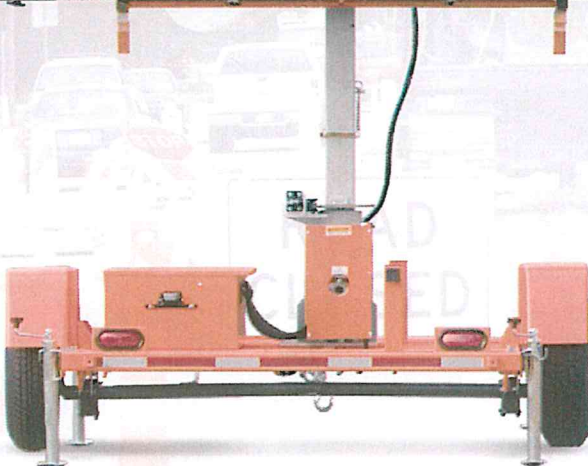


Variable Message Signs

Full-Matrix and Three-Line



- Easiest programming in the industry
- Capacitive touchscreen controller
- Intuitive interface with larger buttons
- Safer programming at eye level
- Multi-level password protection
- Out of reach of the casual hacker
- Better traffic visibility
- Less external wiring
- NTCIP compliant



In-Cabinet Controller
(location shown below)

- Durable powder-coat finish, custom colors available
- Standard tow hitch and removable drawbar
- Low power consumption and more uptime
- Solar-charged deep-cycle batteries
- Cooling fans overheat protection
- Standard 15-amp AC charger included
- Energy efficient and superior performance
- Preprogrammed, custom and MUTCD graphics
- 360° display rotation for optimal positioning
- For optional equipment, contact factory



The safest means for notifying motorists of changes in traffic patterns and road conditions.

Wanco Message Signs are the ideal choice when you need to get information to the public. Full-size signs provide versatility and great performance.

Full-matrix signs provide the greatest flexibility for displaying any type of message—large or small letters, symbols, graphics. Graphics and text can be combined in the same message.

Three-line message signs are capable of displaying three rows of alphanumeric characters. The ultra-bright, highly legible LEDs display your message clearly.

Changing the message is simple, as Wanco signs feature the easiest programming in the industry. The in-cabinet controller has a 7-inch LCD capacitive touchscreen.

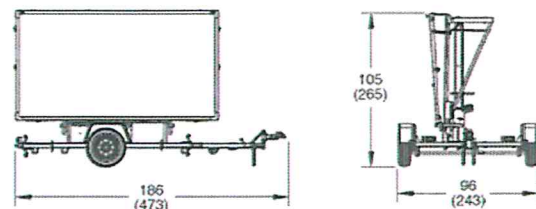
Signs come configured with preprogrammed standard messages. Multiple programming options provide flexibility for multiple applications.

Unsurpassed quality, engineering and value, paired with a multitude of functions and options, make these signs perfect for a wide variety of applications.

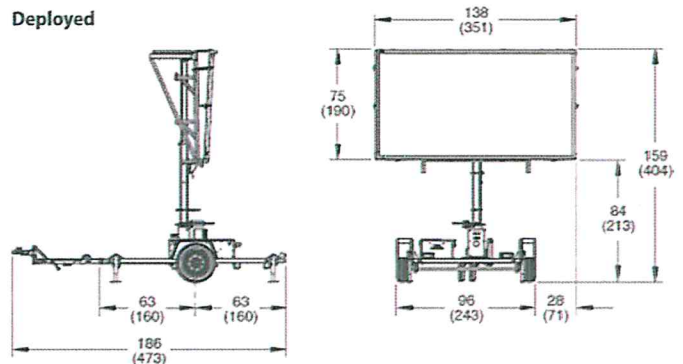
Meets NEMA TS 4-2005 Section 2 for ambient temperature, vibration, shock, electro-static discharge (ESD), and radio interference.

Dimensions in
Inches
(cm)

Travel position



Deployed



Weight
Tires

Approx. 2640 lbs. (1193 kg)
ST205/75 D15

Matrix Signs

WTMMB(A) Hydraulic lift
WTMMB(B) Manual winch

Display

Resolution Four amber LEDs form each pixel
Matrix 48 pixels wide, 27 pixels high
Fonts 12 fonts, selectable
Default font 5 x 7 pixels
3 lines of 8 characters max.
Default font size 11 x 16 in. (28 x 42 cm)

Power

Batteries Four 6 Vdc deep-cycle batteries wired for 12 Vdc power
Battery capacity 430 Ah total capacity @ 12 Vdc
Solar panels 130 W minimum
Power options Additional batteries, 4D AGM batteries and solar panels

Three-Line Signs

WTLMB(A) Hydraulic lift
WTLMB(B) Manual winch

Display

Resolution Four amber LEDs form each pixel
Font 1 font
5 x 7 pixels
3 lines of 8 characters per line max.
Font size 12 x 18 in. (30 x 45 cm)

Power

Batteries Four 6 Vdc deep-cycle batteries wired for 12 Vdc power
Battery capacity 430 Ah total capacity @ 12 Vdc
Solar panels 130 W minimum
Power options Additional batteries, 4D AGM batteries and solar panels

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice.
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WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

Wanco® Traffic Safety Products

MANUFACTURER'S LIMITED WARRANTY

Scope of Warranty

WANCO INCORPORATED (WANCO) warrants to the original purchaser (PURCHASER) that each product of its manufacture (PRODUCT) is covered by this warranty from the date of original purchase if properly installed, serviced, and operated under normal conditions. Any part or parts thereof replaced during the base warranty period assumes the remainder of that warranty period or the parts warranty period, whichever is greater. The warranty coverage for the PRODUCT is continual from the original date of purchase and does not restart upon the replacement of any part or complete unit.

Eligibility

To be eligible for warranty service, the PRODUCT or replacement part must have been purchased from an authorized WANCO distributor or dealer. This warranty applies to PURCHASER only and is not transferable. Proof of purchase is required.

Coverage

Parts and service labor will be covered by WANCO for any failure that is proven to be a failure in material or workmanship under normal use during the applicable warranty period. This coverage is limited to parts and labor. The warranty for replacement parts is limited to direct replacement only with no allowance for freight or transportation charges.

Reimbursement of labor charges to replace a defective part within its warranty period will be limited only to authorized WANCO service centers and then only if the authorized service center installs the replacement part. Travel time and expenses are not covered, authorized, or reimbursed.

WANCO reserves the right to repair or replace any part, component, or assembly at its option. WANCO may request defective parts be returned for examination before the issuance of credit. Any item that is replaced under warranty becomes the property of WANCO.

Purchaser's Responsibilities

The PURCHASER is responsible for maintaining the PRODUCT as described in the PRODUCT instruction manuals. WANCO recommends retaining all records and receipts regarding maintenance of PRODUCT.

The PURCHASER is required to take the PRODUCT to an authorized WANCO service center for repairs as soon as a problem exists. For warranty service, contact an authorized WANCO dealer or service center. To locate a dealer or service center, contact WANCO by calling 1-303-427-5700 or visiting www.wanco.com.

When contacting a dealer, a service center, or WANCO, include a description of the problem as well as all return contact information such as address, phone number, fax number, and email address. PRODUCT serial number or VIN, and proof of purchase and registration are required.

Exclusions

THIS WARRANTY SHALL NOT APPLY TO ANY WANCO PRODUCT OR PARTS THEREOF THAT MUST BE REPLACED BECAUSE OF NORMAL WEAR, THAT HAS BEEN SUBJECT TO ALTERATION, MISUSE, NEGLIGENCE, ACCIDENT OR COLLISION, NATURAL DISASTER OR ACTS OF NATURE, THAT HAS BEEN DAMAGED DUE TO SHIPPING, TRANSPORT OR HANDLING, FUEL OR ANY OTHER FLUID CONTAMINATION OR DEGRADATION, THAT HAS FAILED DUE TO MISAPPLICATION OR USE OF THE PRODUCT IN A MANNER INCONSISTENT WITH SUCH PRODUCT'S DESIGN OR INTENDED PURPOSE, OR THAT HAS BEEN SUBJECT TO ANY OTHER ACT, OMISSION OR CIRCUMSTANCE BEYOND WANCO'S REASONABLE CONTROL.

THIS WARRANTY DOES NOT EXTEND TO NORMAL MAINTENANCE ITEMS SUCH AS BELTS, HOSES, SPARK PLUGS, AND FILTERS PAST THE FIRST SCHEDULED REPLACEMENT OR SERVICE INTERVAL FOR THESE ITEMS, WHICHEVER COMES FIRST.

WANCO makes no warranties with respect to engines, batteries, battery chargers, axles, tires, or other component parts or accessories not manufactured by WANCO, same being subject only to such warranties, if any, as may be made by their respective manufacturers. Use on any PRODUCT of replacement parts other than WANCO-certified replacement parts purchased through WANCO or an authorized WANCO distributor or dealer shall void this warranty.

Disclaimer of Consequential Damage and Limitation of Implied Warranties

WANCO DENIES ANY RESPONSIBILITY FOR LOSS OF TIME OR USE OF THE PRODUCT, TRANSPORTATION, COMMERCIAL LOSS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE. ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY.

THIS WARRANTY, AND WANCO'S OBLIGATION HEREUNDER, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or

liabilities including special or consequential damages or contingent liabilities arising out of the failure of any product or part to operate properly. WANCO shall not be liable for any special, indirect, incidental, or consequential damages whether in contract, in tort, under any warranty, or otherwise beyond the warranty stated herein for PRODUCTS or parts.

No person is authorized to give any other warranty or to assume any additional obligation on WANCO's behalf unless made in writing and signed by an officer of WANCO. This warranty, dated November 2018, supersedes all prior and undated WANCO warranty statements for traffic safety products, except statements authorized by WANCO in individual contracts.

Length of Warranty

WANCO trailer- and pole-mounted variable message signs

WANCO message sign conversion kits

Control box including internal components 5 years (60 months)
WANCO printed circuit boards 5 years (60 months)
WANCO LED display modules (character boards) 5 years (60 months)
Trailer, sign 5 years (60 months)
Camera, solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO vehicle-mounted message signs

Control box including internal components 2 years (24 months)
WANCO printed circuit boards 2 years (24 months)
WANCO LED display modules (character boards) 2 years (24 months)
Sign, frame 2 years (24 months)
Electric actuator see *Mfr. Warranties and Exclusions*

WANCO trailer- and skid-mounted arrow boards

Control box including internal components 5 years (60 months)
Display panel LED lights 5 years (60 months)
Batteries, 12VDC VRLA only 4 years (48 months)
Trailer, sign, frame 5 years (60 months)
Solar panels, charger, other batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO vehicle-mount arrow boards

Control box including internal components 2 years (24 months)
Display panel LED lights 5 years (60 months)
Display panel halogen lights 1 month (30 days)
Sign, frame 1 year (12 months)
Electric actuator see *Mfr. Warranties and Exclusions*

WANCO radar-speed signs and variable speed limit signs

Control box including internal components 5 years (60 months)
WANCO printed circuit boards 5 years (60 months)
WANCO LED display modules (character boards) 5 years (60 months)
Radar head 2 years (24 months)
Trailer, sign, frame 5 years (60 months)
Solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO caution beacons

Control box including internal components 1 year (12 months)
LED lights 2 years (24 months)
Solar panels, batteries see *Mfr. Warranties and Exclusions*

WANCO traffic data collectors 2 years (24 months)

WANCO asset tracker

Internal electronics 5 years (60 months)

WANCO 4G modem 2 years (24 months)

WANCO X-Marker™ L-893(L) runway closure marker

. 1 year (12 months) after start of service or 2 years (24 months) after purchase, whichever is later

LED lights 5 years (60 months) after start of service
Engine, generator 2 years (24 months) or 2,000 hours of operation, whichever is earlier
Batteries, axle, tires see *Mfr. Warranties and Exclusions*

All other WANCO traffic safety products

. 1 year (12 months) after start of service or 18 months after purchase, whichever is earlier
Engine, solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

Mfr. Warranties (provided by their respective manufacturers)

Solar panels 20 years by manufacturer
AC battery chargers 1 year by manufacturer, prorated
Batteries other than 12VDC VRLA 1 year by manufacturer, prorated
Electric actuators 1 year by manufacturer, prorated
Cameras varies
Engines, generators, batteries, axles, tires, other components not specified varies



PROLOGI-01

CCAMPANELLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tanner, Balaw and Maloof, Inc. 5871 Glenridge Dr Suite 400 Atlanta, GA 30328	CONTACT NAME:	
	PHONE (A/C, No, Ext): (404) 252-8860	FAX (A/C, No): (404) 252-8834
INSURED ProLogiTS, LLC 106 Northpoint Parkway Building 2, Suite 350 Acworth, GA 30102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Specialty Insurance Co.	
	INSURER B: OneBeacon Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
27154		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7110160980002	2/6/2020	2/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EACH CLAIM \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7110160980002	2/6/2020	2/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7110160980002	2/6/2020	2/6/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-04-49-66	2/6/2020	2/6/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabili			760-01-03-07	2/6/2020	2/6/2021	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ProLogic ITS, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

106 Northpoint Parkway, Building 2, Suite 350

6 City, state, and ZIP code

Acworth, GA 30102

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 6 - 4 1 0 1 4 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mandy S. Rusch

Date ► September 1, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Agreement for Message Boards

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 **ProLogic ITS, LLC**, a Limited-Liability Corporation of the State of Georgia ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-06-2022 - Message Boards, issued 08/25/2021 (the "Solicitation");
- Contractor's Proposal, dated 08/08/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 08/08/2021 (the "Price Proposal"); and,
- Contractor's Quotations: 19966 and 19976, dated 09/08/2021
- 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
- Fourth, Contractor's Quotations: 19966 and 19976, dated 09/08/2021
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the following services based on Contractor's Proposal, Price Proposal, Quotation and the specifications set forth in "ITB-06-2022 – Message Boards."

2. Term.

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

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

3. Payment and Delivery.

- a. The price for the goods and services and other items to be provided under this Agreement is set forth in the Price Proposal and Quotations #19966 and #19976, reflecting a **Total Cost of Thirty-Seven Thousand Three Hundred Eleven Dollars and Thirty-Eight Cents (\$37,311.38)**, which includes:

Two (2) Wanco Std Full Matrix Message Signs at a price of \$15,974.77 each plus \$1,200 total shipping costs;

Two (2) Digital 4G Wanco Modems with GPS including 10 Year Wanco Fleet Manager Online Service at a price of \$1,103.52 each;

Two (2) Solar panel tile/rotate frame Assembly (includes 170watt solar) at a price of \$977.40 each.

Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to:

accountspayable@murfreesborotn.gov with a copy to the Contact person.

- b. Delivery of all items for the Street Department shall be made within four weeks 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.

- 4. 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.

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

6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

Paul Sprayberry
ProLogic ITS, LLC
106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

ProLogic ITS, LLC

DocuSigned by:

Paul Sprayberry

By: Paul Sprayberry

Its: Managing Partner

Street Department

Opened September 08, 2021

Bid Tabulation Sheet For ITB-06-2022 – Message Boards

Contractors	Price	Iran Divestment	References	Signature Sheet	Non- Collusion/ Drug-Free	GC License
Fastsigns of Murfreesboro	\$64,000	Yes	Yes	Yes	Yes	N/A
Joslin and Son Signs	\$43,738	Yes	Yes	Yes	Yes	N/A
ProLogic ITS, LLC	\$37,311.38	Yes	Yes	Yes	Yes	N/A

Recommend Award to:

Amount of: \$

Bid Opened by: Shaun Knight / Purchasing Analyst

Department Head Signature: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Third Amendment to TripSpark Agreement
Department: Transportation – Transit
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

Amendment for the addition of TripSpark Streets GTFS Real Time Feed Software.

Staff Recommendation

Approve Amendment 3 to the TripSpark agreement.

Background Information

The City's Transit service currently has no ability to broadcast live transit feeds with 3rd party applications that allow riders to see our routes and bus times without accessing our website. Third party apps such as the "Transit" app are user friendly and easily accessed on a smart phone giving the rider instant access to our bus locations.

The software has a capital cost of \$28,030 and an annual support service fee of \$4,326.

Council Priorities Served

Expand infrastructure

Improving our transit system and increasing ridership has a direct positive impact on the City's roadway infrastructure.

Fiscal Impact

The software expenditure and the first annual support service fee is funded by the Department's FY22 Budget. On-going annual support fees will be included in the Department's future operating budgets.

Attachments

1. Contract with TripSpark
2. Amendment No. 3

**AMENDMENT #3 OF CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TRAPEZE SOFTWARE GROUP, INC. d.b.a TRIPSPARK TECHNOLOGIES
FOR SYSTEM SUPPLY AND SUPPORT AGREEMENT**

THIS AMENDMENT is made effective this 1st day of September, 2021 between:

TRAPEZE SOFTWARE GROUP, INC. dba TripSpark Technologies (TripSpark”) with its principal place of business at 5265 Rockwell Dr NE, Cedar Rapids, IA 52402, U.S.A.

And

CITY OF MURFREESBORO (“Customer”) with its principal place of business at 111 West Vine Street, Murfreesboro, Tennessee 37133, U.S.A.

WHEREAS TripSpark and Customer intend to amend the contract between City of Murfreesboro and Trapeze Software Group, Inc. d.b.a TripSpark Technologies for System Supply and Support Agreement made effective July 1, 2017, Amendment #1 to System Supply and Support Agreement, and Amendment #2 to System Supply and Support Agreement made effective May 28, 2021 (collectively the “Agreement”), for the addition of TripSpark Streets GTFS Real Time Feed Software product to the scope of the Agreement.

NOW THEREFORE TripSpark and Customer agree as follows:

Amendment to Agreement

- (a) The parties agree to the addition of the TripSpark Streets GTFS Real Time Feed Software product to the scope of the Agreement. Therefore, Exhibit A-3, attached hereto, is added to and incorporated under the original Exhibit A of the Agreement.
- (b) The parties agree the TripSpark Streets GTFS Real Time Feed Software product related Services will be performed by TripSpark pursuant to the Statement of Work, attached hereto as Exhibit D-3.
- (c) The parties agree that the following provisions shall govern Software acceptance by Customer for the TripSpark Streets GTFS Real Time Feed Software under the Agreement (“Software Acceptance”):

Upon completing the delivery, installation, and testing of the individual TripSpark Software component, TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Customer will be deemed to accept the Software unless TripSpark receives prior written notice outlining the nature of the perceived defects in the Software. Notwithstanding the above, Customer will be deemed to accept the Software when the Customer puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Customer first uses the Software to support its then current operations in any capacity.

- (d) The parties agree that there shall be no warranty provided by TripSpark for the TripSpark Streets GTFS Real Time Feed Software product.
- (e) The parties agree that the TripSpark Streets GTFS Real Time Feed Software product license fee and related Services’ fee shall be invoiced and due in accordance with Exhibit C-3, attached hereto.

(f) The parties agree that the TripSpark Streets GTFS Real Time Feed Software maintenance fees shall be invoiced and due in accordance with Exhibit E-3, attached hereto.

(g) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this System Supply and Support Agreement Amendment #3 to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.

By: *Naomi Schellenberg*

Name: Naomi Schellenberg

Title: Director, Client Services - Transit

CITY OF MURFREESBORO

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

44A2035E-9F94-4A2035E-9F94-4A2035E-9F94
Adam F. Tucker, City Attorney

EXHIBIT A-3

Item	TripSpark Software	Application Description	Configuration	License Date
1	Streets GTFS Real Time Feed	Schedule Data Export for Google Maps	Mobile Based	Effective date of this Amendment #3

Notes:

1. Licenses are provided for operations for up to fourteen (14) fixed route vehicles.
2. Licenses provided for software utilization by City of Murfreesboro (Murfreesboro, Tennessee).
3. Third Party runtime, if required, are not included.

EXHIBIT C-3**Software Application**

Software	License	Services	Total USD
Streets GTFS Real Time Feed	\$21,630	\$6,400	\$28,030

Payment Schedule

Milestone	Description	Percentages Due
Milestone 1:	Due upon execution of this Amendment #3	100% of Software License Fee and 50% of Services Fee
Milestone 2:	Due upon initial configuration of the Software in Customer's hosted environment	50% of Services Fee

Pricing Assumptions

- 1 Pricing expires September 30, 2021.
- 2 Applicable taxes are not included and will be assessed at invoicing.
- 3 Customer is responsible for computer hardware and off the shelf software as per TripSpark's most current specifications.

EXHIBIT D-3

Statement of Work: Streets GTFS Real Time

The following information defines the implementation Services to be provided by TripSpark for the Streets GTFS Real Time Software as well as the effort that will be required from Customer staff and resources. All services to be provided remotely.

Unless otherwise indicated, TripSpark will provide 'standard' implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system. The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described below.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH-LEVEL TASKS:

1. Project management Services consisting of off-site preparation and documentation
2. remote Services for Software installation and configuration
3. remote support Services after delivery

TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated. Any Services not explicitly defined below are not included in this SOW and will incur additional charges.

Project Design

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

- Existing infrastructure (back office, network, cellular, etc.)
- Software configuration
- Testing requirements
- Finalize project timelines
- Final project plan, test, training, and go-live strategies

- Evaluation of current version of Streets and determine if upgrade is necessary

Software Installation and Configuration

Back Office

TripSpark will perform the following:

- Prepare server configurations
- Enable Streets GTFS Real Time at Customer site
 - Enable and Configure Streets to Utilize Streets GTFS Real Time
 - Set up a method through which Streets GTFS Real Time Files are uploaded to a location which Google or Delerokk can access.

TripSpark will install the Software remotely on the Customer's network.

TripSpark Off-Site Services

TripSpark will provide Project Management and Off-Site Support Services from delivery of the Web application at Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer Services

The following tasks will be the responsibility of the Customer. These items will need to be completed to support the introduction of the Software.

- Customer will use the Google Partnerdash to configure Google's access to Streets GTFS Real Time Files generated and uploaded, as described above.
- Customer will be responsible for hosting Streets GTFS-RT files on a webserver owned and operated by the Customer if they so choose.
- Customer will be responsible for any integration fees or integration efforts necessary to enable Delerokk access to the Streets GTFS-RT feed.

Project Design

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves ensuring that Streets GTFS Real Time generates files as defined by the Streets GTFS Real Time Specification

We estimate the duration of user acceptance for this implementation to be approximately one (1) day.

Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all the Customer's resources. ○ Coordination of conference calls and meetings, as required. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)).
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.

Timeframe

Project Kick-Off will occur within 3 weeks from contract execution. This implementation can be completed within approximately two (2) months from Project Kick-Off.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'; no customizations are included.
- Customer will not write to or modify the Streets database
- Streets' version must be V6.4 or higher
- Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated

EXHIBIT E-3

Maintenance Support

Maintenance Support Services Fee (USD)	*Year 1
Streets GTFS Real Time Feed	\$4,326

Note: *Year 1 Software maintenance fees only shall be due and payable upon Software Acceptance as defined pursuant to Section (c), page 1 of this Amendment #3 as defined hereunder. Thereafter, all annual Software maintenance shall be subject to TripSpark’s then current pricing and program availability.

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

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

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

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

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

WHEREAS, the City desires to amend the contract by adding federally required clauses relative to Government-Wide Debarment and Suspension;

NOW THEREFORE, the Contract and Exhibit E are amended as follows:

1. The parties agree to extend the pricing through June 30, 2022, as set forth in the following:
 - a. 07/01/2021 – 06/30/2022 in the amount of \$32,681.28 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - b. 07/01/2021 – 06/30/2022 in the amount of \$5,349.72.00 for Hosting Services
2. The following federally required clause relative to Government-Wide Debarment and Suspension is incorporated into the contract:

TripSpark shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and Supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, TripSpark shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing this amendment, TripSpark certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Murfreesboro. If it is later determined by the City of Murfreesboro that TripSpark knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. TripSpark agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, throughout the period of this contract. TripSpark further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. In all other respects the prior contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, is affirmed and renewed with no changes or modifications.

CITY OF MURFREESBORO

DocuSigned by:

By: 

A2F6A4BF7CD74E7...

Shane McFarland, Mayor

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

By: 

May 28, 2021

Printed: Naomi Schellenberg

Title: Director, Client Services - Transit

Approved as to form:

DocuSigned by:



43A2035E51E9401

Adam F. Tucker, City Attorney

**AMENDMENT #1
OF
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TRAPEZE SOFTWARE GROUP, INC.
d.b.a. TRIPSPARK FOR
SYSTEM SUPPLY AND SUPPORT AGREEMENT**

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

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

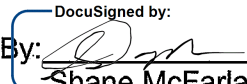
WHEREAS, pursuant to Clause 8, Payment of Maintenance Fees and Hosting Fees, Exhibit E only set forth such fees effective through June 5, 2020; and

WHEREAS, the City desires to continue using the software and services provided by Contractor through June 30, 2021;

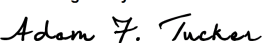
NOW THEREFORE, the Exhibit E is amended as follows:

1. The parties agree to extend the pricing through June 30, 2021, as set forth in the following Invoices:
 - a. Invoice STMAU20034 dated May 28, 2020, covering 06/06/2020 - 06/30/2020 in the amount of \$2,161.45 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - b. Invoice STMAU20035 dated May 28, 2020, covering 07/01/2020 – 06/30/2021 in the amount of \$31,125.00 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - c. Invoice TSMAU20014 dated June 06, 2020, covering 06/06/2020 – 06/30/2020 in the amount of \$353.82 for Hosting Services
 - d. Invoice TSMAU200315 dated May 28, 2020, covering 07/01/2020 – 06/30/2021 in the amount of \$5,095.00 for Hosting Services
2. In all other respects the prior contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, is affirmed and renewed with no changes or modifications.


CITY OF MURFREESBORO

DocuSigned by:
By: 
Shane McFarland, Mayor

Approved as to form:

DocuSigned by:

Adam F. Tucker, City Attorney

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

By: 
Naomi Schellenberg
Director, Client Services - Transit

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

SYSTEM SUPPLY AND SUPPORT AGREEMENT

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

Name and Address of Licensor:

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

Name and Address of Customer:

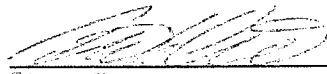
City of Murfreesboro
("Customer") with a place of business at:
111 West Vine Street
Murfreesboro, Tennessee 37133

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

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

TRAPEZE SOFTWARE GROUP, INC.

CITY OF MURFREESBORO


Signature: 

Name:

Steve Lewis

Title:

Director, Client Services

Signature: 

Name:

Title:

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

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

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

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

3. TripSpark Software License

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

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

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

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

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

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

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

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

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

4. Title to Equipment and Risk of Loss

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

5. Warranty

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

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

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

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

7. Maintenance Services and Extended Warranty

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

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

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

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

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

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

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

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

A) TripSpark Software

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

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

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

B) TripSpark Equipment

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

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

C) Documentation for Equipment Difficulty

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

- (i) Date of performance anomaly;

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

D) Documentation for Software Difficulty

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

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

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

E) Equipment and Software Excluded from Maintenance

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

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

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

F) Disclaimer

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

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

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

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

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

12. Exclusion of Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Termination

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

(b) Either party may terminate this Agreement by providing ninety (90) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full, and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

14. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

15. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

16. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

17. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

18. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

19. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

20. Audits TripSpark may perform audit(s) on the use of the System. Customer agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Federal Certifications and Assurances. TripSpark shall comply with all of the required federal certifications and assurances set forth in Attachment H.

EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	TripSpark Mobile (Fixed Route)	Mobile Application for Fixed Route Bus Operators	Mobile Based	Effective date of this Agreement
2.	TripSpark XGate (Fixed Route)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	TripSpark XMobile Manager (XMM) Fixed Route)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	TripSpark Streets CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner))	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
5.	TripSpark Streets Route Monitor	Headway Monitoring	Server Based	Effective date of this Agreement
6.	TripSpark Streets-CAD/AVL Client License	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
7.	TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
8.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement
9.	TripSpark MyRide Passenger Information	Real Time Passenger Information Module	Mobile Based	Effective date of this Agreement
10.	Transit Database		Included	Included

Note:

1. Licenses are provided for operations up to fourteen (14) fixed route vehicles.
3. Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
4. Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
5. Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.

6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of TripSpark Equipment:

As identified for future additional Equipment purchases made pursuant to this Agreement.

EXHIBIT C: SUMMARY OF PRICING

As identified for future purchases made pursuant to this Agreement.

EXHIBIT D: STATEMENT OF WORK

As applicable for all future purchases made pursuant to this Agreement.

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Long Term Support Fees

Item	TripSpark Software	Maintenance and Hosting Services Period Covered	Maintenance Fee and Hosting Services
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2017 to June 5, 2018	\$31,285.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2018 to June 5, 2019	\$32,849.25
3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2019 to June 5, 2020	\$34,491.71

Note: The Software maintenance fees and Hosting Services fees stated above apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, maintenance fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes up to five (5) user id's.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Customer contact. For vehicle installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).

EXHIBIT G: HOSTING SERVICES

Hosting Services

1. OVERVIEW

This Exhibit G describes the hosting services for the Software licensed under Exhibit A of this Agreement ("Hosting Services") to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer's benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

Hardware

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer's site to the Data Center.

Database Instances

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

Internet Bandwidth

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

Backups

Full database backups and incremental database backups are taken on a regular basis. Backup data is retained for 14 days.

Hours of System Operations

The Software will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

Travel Expense

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit G-1. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Customer is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Software.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination. If the Customer desires that TripSpark provide a copy of all of the Customer's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Customer's approval.

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

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 19, 2021 (Regular Meeting)
- September 2, 2021 (Public Comment)
- September 2, 2021 (Regular Meeting)

August 19, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, August 19, 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:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure
Michael Bowen, Chief of Police
Margaret Ann Green, Principal Planner
Joshua Miller, Administrative Assistant

Vice-Mayor Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Lease for Wee Care Day Care (Community Services)
2. Community Investment Program Funds Transfer (Finance)
3. Mandatory Referral for Right-of-Way Abandonment of Florence Road (Planning)
4. Purchase of Additional Filing and Shelving Systems (Police)
5. Donation of Tactical Helmets to Tennessee Law Enforcement Training Academy (Police)

(Insert letters from Community Services, Finance,
Planning & Police (2) Departments here.)

Mr. Wade made a motion to approve the Consent Agenda. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 19, 2021 here with regards
to approval of Minutes of City Council Meeting.)

Mr. Martin made a motion to approve the minutes as written and presented for the regular meeting held on July 29, 2021; the public comment meeting held on August 5, 2021 and the regular meeting held on August 5, 2021. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 19, 2021 here with regards to Plan of Services and Annexation for approximately 262.5 acres located west of Lebanon Pike [2021-505].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-25 adopted by the City Council on July 8, 2021, to consider adoption of a Plan of Services for and annexation of approximately 262.5 acres located along the west side of Lebanon Pike; City of Murfreesboro, applicant(s) [2021-505]. Notice of said public hearing was published in the August 3, 2021 issue of the local newspaper as follows:

(Insert notice here)

Ms. Margaret Ann Green, Principal Planner, presented the recommendation of the Planning Commission to approve the Plan of Services and annexation, noting there was no companion zoning request for this annexation, and that at this time staff requests that, after the public hearing, the matters be deferred in order for the U.S. Army Corps of Engineers to finalize necessary paperwork.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services and annexation of approximately 262.5 acres located along the west side of Lebanon Pike step forward to the podium.

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

The following RESOLUTION 21-R-PS-25 was read to the Council and offered for deferral upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was deferred by the following vote:

Aye: Rick LaLance
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: Madelyn Scales Harris
Ronnie Martin

The following RESOLUTION 21-R-A-25 was read to the Council and offered for deferral upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was deferred by the following vote:

Aye: Rick LaLance
Bill Shacklett

Kirt Wade
Shawn Wright
Shane McFarland

Nay: Madelyn Scales Harris
Ronnie Martin

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

(Insert letter dated August 19, 2021 here with regards to Plan of Services and Annexation for approximately 15.5 acres located along the east side of Lebanon Pike [2021-506].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-26 adopted by the City Council on July 8, 2021, to consider adoption of a Plan of Services for and annexation of approximately 15.5 acres located along the east side of Lebanon Pike; City of Murfreesboro, applicant(s) [2021-506]. Notice of said public hearing was published in the August 3, 2021 issue of the local newspaper as follows:

(Insert notice here)

Ms. Margaret Ann Green, Principal Planner, presented the recommendation of the Planning Commission to approve the Plan of Services and annexation, and that there was no companion zoning request for this annexation.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services and annexation of approximately 15.5 acres located along the east side of Lebanon Pike step forward to the podium.

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

The following RESOLUTION 21-R-PS-26 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: Madelyn Scales Harris
Ronnie Martin

(Insert RESOLUTION 21-R-PS-26 here with regards to Plan of Services for approximately 15.5 acres located along the east side of Lebanon Pike, City of Murfreesboro, applicant(s) [2021-506].)

The following RESOLUTION 21-R-A-26 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: Madelyn Scales Harris
Ronnie Martin

(Insert RESOLUTION 21-R-A-26 here with regards to annexation for approximately 15.5 acres located along the east side of Lebanon Pike, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City of Murfreesboro, applicant(s) [2021-506].)

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

(Insert letter dated August 19, 2021 here with regards to scheduling a public hearing for September 30, 2021 for a zoning application [2021-414] for approximately 17.48 acres located north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First Avenue.)

The following RESOLUTION 21-R-PH-28 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-28 here with regards to scheduling a public hearing for September 30, 2021 to consider rezoning approximately 17.48 acres located north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue and west of First Avenue from Residential Multi-Family Sixteen (RM-16) District, Duplex Residential (R-D) District, Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District; Murfreesboro Housing Authority, applicant [2021-414].)

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

(Insert letter dated August 19, 2021 here with regards to updates to Sale of Residual Land.)

Ms. Angela Jackson, Executive Director of Community Services, presented the request to approve the Sale and Purchase of Real Estate Agreement with IPM General Partnership in the amount of \$282,555 for the sale of undevelopable City land along Memorial Boulevard.

Mr. Shacklett made a motion to approve the Sale and Purchase of Real Estate Agreement with IPM General Partnership in the amount of \$282,555 for the sale of undevelopable City land along Memorial Boulevard. Mr. Wade seconded the motion and all members of the Council voted "Aye" except for Mr. LaLance, Mr. Martin and Mr. Wright who voted "Nay".

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

(Insert letter dated August 19, 2021 here with regards to Funding of Strategic Partnerships.)

Ms. Angela Jackson, Executive Director of Community Services, presented the request to approve the Strategic Partnerships Funding Schedule.

Mr. LaLance made a motion to approve the Strategic Partnerships Funding Schedule. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure was presented to the Council:

(Insert letter dated August 19, 2021 here with regards to Town Creek – Professional Services Agreement.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Professional Services Contract with Griggs & Maloney, Inc. in the amount of \$176,560, funded by the CIP and the Stormwater Fund, for services related to the daylighting of Town Creek.

Mr. Martin made a motion to approve the Professional Services Contract with Griggs & Maloney, Inc. in the amount of \$176,560, funded by the CIP and the Stormwater Fund, for services related to the daylighting of Town Creek. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure was presented to the Council:

(Insert letter dated August 19, 2021 here with regards to Road Development and ROW Agreement with City Church.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Road Development and Right-of-Way Agreement with City Church, Inc. for the future alignment of Malloy Lane which will cross the property owned by City Church, Inc. at 831 Bridge Avenue. Mr. Griffith stated that any costs associated with this project would be paid for by the reallocation of CIP Funds from other projects.

Mr. LaLance made a motion to approve the Road Development and Right-of-Way Agreement with City Church, Inc. for the future alignment of Malloy Lane which will cross

the property owned by City Church, Inc. at 831 Bridge Avenue. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 19, 2021 here with regards to
Certificate of Compliance – Super 9 Wine & Spirits.)

Ms. Jennifer Brown, City Recorder/Finance Director, presented the request to consider a Retail Liquor Certificate of Compliance for Janessa M. Patel at Super 9 Wine & Spirits, 3035 New Salem Highway, Suite C. Ms. Brown indicated that the application was in order and recommended approval.

Mr. Wade made a motion to approve a Retail Liquor Certificate of Compliance for Janessa M. Patel at Super 9 Wine & Spirits, 3035 New Salem Highway, Suite C. Mr. Wright seconded the motion and all members of the Council voted "Aye" except Mr. LaLance who voted "Nay".

The following letter from the Chief of Police was presented to the Council:

(Insert letter dated August 19, 2021 here with
regards to Purchase of new Police Vehicles.)

Mr. Michael Bowen, Chief of Police, presented the request to approve the Purchase Contract with TT of F. Murfreesboro, Inc., through State Contract 64470, in the amount of \$1,014,930, funded by the Fiscal Year 2021 CIP and from the Risk Management Fund, for the purchase of 30 new police vehicles.

Mr. Wade made a motion to approve the Purchase Contract with TT of F. Murfreesboro, Inc., through State Contract 64470, in the amount of \$1,014,930, funded by the CIP and from the Risk Management Fund, for the purchase of 30 new police vehicles. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 19, 2021 here with regards to Beer Permit
Applications for Special Event Permits for Interfaith Dental of
Nashville on 9/23/21 at 312 S Front Street and The Center
for the Arts on 10/16/21 at 110 W College Street.)

Mr. Wade made a motion to approve the Special Event Beer Permits for Interfaith Dental of Nashville on 9/23/21 at 312 S Front Street and for The Center for the Arts on 10/16/21 at 110 W College Street. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements nor any board and commission appointments to consider.

Under other business the following letter from the City Manager was presented to the Council:

(Insert letter dated August 19, 2021 here with regards to Funding for Central Tennessee Regional Solid Waste Planning Board.)

Mr. Craig Tindall, City Manager, presented the request to provide funding in the amount of \$50,000, provided by funds budgeted for unforeseen matters, to the Central Tennessee Regional Solid Waste Planning Board in order for the Board to function and fulfill its statutory responsibilities. As a response to a question from Mr. Martin, Mr. Tindall stated that the City could request that if any of the \$50,000 was unused that the Board return the funds to the City.

Mr. Martin made a motion to provide funding in the amount of \$50,000, provided by funds budgeted for unforeseen matters, to the Central Tennessee Regional Solid Waste Planning Board in order for the Board to function and fulfill its statutory responsibilities. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 19, 2021 here with regards to authorization for the City Attorney to facilitate the City's intervention as a party in the lawsuit brought by BFI Waste Systems of Tennessee against the Central Tennessee Regional Solid Waste Planning Board.)

Mr. Adam Tucker, City Attorney, presented the request to authorize the City Attorney to take any necessary actions, including hiring outside legal counsel, to facilitate the City intervening in the lawsuit brought by BFI Waste Systems of Tennessee against the Central Tennessee Regional Solid Waste Planning Board.

Mr. LaLance made a motion to authorize the City Attorney to take any necessary actions, including hiring outside legal counsel, to facilitate the City intervening in the lawsuit brought by BFI Waste Systems of Tennessee against the Central Tennessee Regional Solid Waste Planning Board. Mr. Wade seconded the motion and all members of the Council voted "Aye" except Vice-Mayor Scales Harris and Mr. Martin who voted "Nay".

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

(Insert letter dated August 19, 2021 here with regards to supplemental allocation for legal matters related to Middle Point Landfill.)

Mr. Adam Tucker, City Attorney, presented the request to allocate funds to the Legal Department for legal and other professional services related to challenging the proposed expansion of landfilling operations at Middle Point Landfill. Mr. Tucker stated that the funding will come from funds budgeted for unforeseen matters and that a budget amendment related to the funding will be brought to Council in September or October.

Mr. Wade made a motion to allocate funds to the Legal Department for legal and other professional services related to challenging the proposed expansion of landfilling operations at Middle Point Landfill. Mr. LaLance seconded the motion and all members of the Council voted "Aye" except Vice-Mayor Scales Harris and Mr. Martin who voted "Nay".

Mr. Craig Tindall, City Manager, announced that there would be no City Council meeting on August 26, 2021.

There being no further business, Mayor McFarland adjourned this meeting at 6:43 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

September 2, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, September 2, 2021, with Mayor 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:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Mr. Ashley Hayes, 816 East Burton Street, stated that his calling in life is the help the homeless and he asked that the Council help provide a City location that the various homeless ministries can use to feed the homeless.

Minister Felisha Wade, 1241 Eastwood Drive, asked Council to stop evicting the homeless at various locations throughout the City and asked that the Council help provide a City location that the various homeless ministries can use to feed the homeless.

Ms. Angela Bingham, 414 Vaughn Street, asked that the Council help provide a City location that the various homeless ministries can use to feed the homeless and volunteered to serve on a committee to facilitate the process if needed.

Ms. Carolyn Young, 1107 North Maple Street, stated that she had encountered 45 new homeless people in the last three days and asked that the Council help provide a City location that the various homeless ministries can use to feed the homeless.

Mr. Johnnie Knox, 2207 Oakhaven Drive, stated his opposition to any extension of Oakhaven Drive to Sulphur Springs Road and was informed by the Mayor that there was a public hearing for the matter scheduled during the following City Council meeting.

Mr. Dan Allen, Journey Home Staff Volunteer, asked that the Council help provide a City location that the various homeless ministries can use to feed the homeless and requested kindness and grace in resolving this issue.

Mr. Tony Bennett, 3026 Bonaventure Court, representing the Savannah Ridge HOA, asked that Savannah Ridge Drive be included in the City's speed cushion pilot program

stating that the HOA had hired an off-duty officer to patrol the area and the officer had issued 19 citations for speeding.

Mayor McFarland adjourned this session of the public comment meeting at 5:58 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

JENNIFER BROWN - CITY RECORDER

September 2, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, September 2, 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:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
Finance Director
Darren Gore, Assistant City Manager
Mark Foulks, Chief of Fire Rescue
Michael Bowen, Chief of Police
Michelle Emerson, City Engineer
Trey Duke, City Schools Director
Jim Kerr, Transportation Director
Kim Williams, City Schools Finance Director
Trey Adams, Golf Director
Kane Adams, Assistant Street Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland thanked the CityTV staff for their assistance in a briefing the Mayor had regarding the Covid-19 Pandemic and changes to the airport.

Mayor McFarland also addressed the passing of Mr. Edward Samuel "Sonny" Elam, Jr., a former Rutherford County Clerk and expressed his condolences to the family.

The Consent Agenda was presented to the Council for approval:

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)
(Insert letters from Airport, Finance, Fire Rescue (2), Parks & Recreation, Police (2), Street (2), Water Resources (2) & Transportation Departments here.)

Mr. LaLance made a motion to approve the Consent Agenda. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to approval of Minutes of City Council Meeting.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on August 11, 2021. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to Fiscal Year 2022 City Schools Budget Amendment #2.)

The following RESOLUTION 21-R-31 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

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

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

(Insert letter dated September 2, 2021 here with regards to rezoning approximately 4.6 acres located at the northwest corner of West Northfield Boulevard and Sulphur Springs Road [2021-412].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-20.1 adopted by the City Council on July 29, 2021, to consider rezoning 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]. Notice of said public hearing was published in the August 17, 2021 issue of the local newspaper as follows:

(Insert notice here)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning, subject to the developer installing speed cushions on the extension of Oakhaven Drive as long as the speed cushions receive approval by the appropriate City officials, and introduced Mr. Matt Taylor, SEC, Inc., who gave a brief presentation on the proposed plans for the development.

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

Mr. Johnnie Knox, 2207 Oakhaven Drive, opposed any development that led to the extension of Oakhaven Drive, he stated that the neighborhood offers safety to the residents now, that the safety will be lost, and that Oakhaven Drive should have been extended when the neighborhood was originally built, not now.

Ms. Anette Thomason, 807 Trinity Drive, opposed any development that led to the extension of Oakhaven Drive, asked that check cashing businesses be disallowed, and that if a liquor store is built on the development that it be a high-end store.

Mr. Chris Hollandsworth, 2202 Oakhaven Drive, opposed the rezoning stating that the development would cause traffic issues and that if a liquor store was disallowed across the street, why was it ok to have one on this side.

Mr. Randy Johnson, 615 Elliot Drive, opposed the rezoning stating that it is not consistent with the 2035 Plan and that the area is residential and needs to stay that way.

Mr. Robert Lewis, 314 Kingwood Drive, opposed the rezoning stating that it does not follow the 2035 Plan and that this residential area does not need stores located this close.

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

Council discussed with staff and the developer the concerns of the residents and determined that the developer would change the hours of operation for the businesses from 6:00 a.m. to 11:00 p.m. to 5:00 a.m. to 11:00 p.m., abandon the plans for the connection of Oakhaven Drive to Sulphur Springs Road, and have an updated landscaping site plan by second reading.

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading as amended to include changing the hours of operation for the businesses from 6:00 a.m. to 11:00 p.m. to 5:00 a.m. to 11:00 p.m., abandoning the plans for the connection of Oakhaven Drive to Sulphur Springs Road, and having an updated landscaping site plan by second reading upon motion made by Mr. Wade, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Kirt Wade
Shawn Wright
Bill Shacklett
Shane McFarland

Nay: Rick LaLance

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

(Insert letter dated September 2, 2021 here with regards to rezoning approximately 5.4 acres located along the west side of New Salem Highway and along the south side of Bridge Avenue [2021-413].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-27 adopted by the City Council on July 29, 2021, to consider rezoning approximately 5.4 acres located along Bridge Avenue and New Salem Highway from Single-Family Residential Ten (RS-10) District to Planned Institutional Development (PND) District (Transit Center PND); City of Murfreesboro, applicant(s) [2021-413]. Notice of said public hearing was published in the August 17, 2021 issue of the local newspaper as follows:

(Insert notice here)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning and introduced Mr. Matt Taylor, SEC, Inc., who gave a brief presentation on the proposed plans for the development.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 5.4 acres located along Bridge Avenue and New Salem Highway from Single-Family Residential Ten

(RS-10) District to Planned Institutional Development (PND) District step forward to the podium.

Mr. Richard Baines, 1319 Parkview Terrace, opposed the rezoning stating that the City needs to determine what TDOT's expansion plan for New Salem Highway is and how that could affect the turn lanes of this development.

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

At the direction of Council, Mr. Jim Kerr, Transportation Director, gave a description of TDOT's plans for the widening of New Salem Highway and how the widening should not affect the turn lanes of this development.

An ordinance, entitled "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]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated September 2, 2021 here with regards to
sewer allocation variance – Parkwood Court Duplex Lots.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request to approve Parkwood Court's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed duplex development will increase the number of units to 2 on each lot, that the current approved capacity allows for 1 unit per lot and that to proceed with the development, the developer is requesting a variance. Mr. Blomeley recommended approval of the variance based on staff's belief that the proposed development will generate commercial property tax revenue as well as one-time development fees.

Mr. Shacklett made a motion to approve the proposed variance to allow 2 units on each lot. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to repairs to Main Street Building.)

Mr. Adam Tucker, City Attorney, presented the request to approve the Construction Contract with Farrer Construction Co., Inc. in the amount of \$55,876 for the repair of City-owned facility at 225 West College Street. Mr. Tucker stated that the building was damaged in a vehicular accident and that it is anticipated that the driver's insurance will reimburse the City's Risk Management Fund.

Vice-Mayor Scales Harris made a motion to approve the Construction Contract with Farrer Construction Co., Inc. in the amount of \$55,876 for the repair of City-owned facility at 225 West College Street. Mr. Wright seconded the motion and Mayor McFarland expressed his concern with only receiving one quote for this repair project and asked if it would be possible to inquire about other bids? Vice-Mayor Scales Harris and Mr. Wright withdrew their motions and Council discussed with staff the options for seeking bids for this repair project.

Mr. Wade made a motion to direct staff to acquire other bids for the repair and return at the next Council meeting with the information and a recommendation. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Chief of Fire Rescue was presented to the Council:

(Insert letter dated September 2, 2021 here with regards to Contract Amendment for Fire Hoses.)

Mr. Mark Foulks, Chief of Fire Rescue, presented the recommendation of the Fire Department to approve the Fire Hoses Contract Amendment #1 with G&W Diesel Services, Inc., to extend the Contract to June 30, 2022 and that any pricing adjustments will be funded by the CIP and the State Direct Allocation Fiscal Year 2021 Grant.

Mr. LaLance made a motion to approve the Fire Hoses Contract Amendment #1 with G&W Diesel Services, Inc., to extend the Contract to June 30, 2022. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to Golf Department Equipment Purchase.)

Mr. Trey Adams, Golf Director, presented the request of the Golf Department to approve the Purchase Contract with Smith Turf & Irrigation, LLC in the amount of \$153,325,

funded by the CIP for the purchase of one Toro Fairway Mower and two Toro Greens Mowers.

Mr. Wade made a motion to approve the Purchase Contract with Smith Turf & Irrigation, LLC in the amount of \$153,325, funded by the CIP for the purchase of one Toro Fairway Mower and two Toro Greens Mowers. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Chief of Police was presented to the Council:

(Insert letter dated September 2, 2021 here
with regards to Purchase of Body Armor.)

Mr. Michael Bowen, Chief of Police, presented the recommendation of the Police Department to approve the Purchase Agreement with Galls, LLC in the amount of \$103,936, funded by the Fiscal Year 2022 State Direct Allocation Grant, for the purchase of replacements for expiring body armor and 50 external carriers.

Mr. Wright made a motion to approve the Purchase Agreement with Galls, LLC in the amount of \$103,936, funded by the Fiscal Year 2022 State Direct Allocation Grant, for the purchase of replacements for expiring body armor and 50 external carriers. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Works was presented to the Council:

(Insert letter dated September 2, 2021 here with regards
to Street Department Vehicle and Equipment Purchase.)

Mr. Kane Adams, Assistant Street Director, presented the request of the Street Department to approve the Purchase Contracts with Cumberland International Trucks, Inc. and Viking-Cives Midwest, Inc. in the amount of \$419,257, funded by the CIP, for 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.

Mr. LaLance made a motion to approve the Purchase Contract with Smith Turf & Irrigation, LLC in the amount of \$153,325, funded by the CIP for the purchase of one Toro Fairway Mower and two Toro Greens Mowers. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards
to West Fork Stones River Bioassessment.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve Amendment No. 8 to SSR Task Order 09-47-001.2 to allow for continued biological sampling of the West and East Fork Stones River and the proposal with AquAeTer, Inc. for a Stratification Study of J. Percy Priest Reservoir for \$127,240, funded from the Department's Working Capital Reserves.

Mr. Wade made a motion to approve Amendment No. 8 to SSR Task Order 09-47-001.2 to allow for continued biological sampling of the West and East Fork Stones River and the proposal with AquAeTer, Inc. for a Stratification Study of J. Percy Priest Reservoir for \$127,240, funded from the Department's Working Capital Reserves. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to High Service Pump Station and Membrane Feed Pump Improvements Bid Award.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to award the bid for the High Service Pump Station and Membrane Feed Improvements Project for the Stones River Water Treatment Plant to the Sole bidder, J. Cumby Construction Company, Inc., in the amount of \$2,013,000, funded by the Department's Fiscal Year 2022 CIP.

Mr. LaLance made a motion to award the bid for the High Service Pump Station and Membrane Feed Improvements Project for the Stones River Water Treatment Plant to the Sole bidder, J. Cumby Construction Company, Inc., in the amount of \$2,013,000, funded by the Department's Fiscal Year 2022 CIP. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to Pall Membrane Module Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the purchase of 540 membrane modules from Pall Corporation in the amount of \$771,730 funded by the Department's Working Capital Reserves Sinking Fund.

Mr. Martin made a motion to approve the purchase of 540 membrane modules from Pall Corporation in the amount of \$771,730 funded by the Department's Working Capital Reserves Sinking Fund. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 2, 2021 here with regards to Beer Permit Application for Hank's, 2333 Memorial Boulevard.)

Mr. Wade made a motion to approve the Beer Permit for Hank's, 2333 Memorial Boulevard (New Location). Mr. Wright seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements nor any board and commission appointments to consider.

There being no further business, Mayor McFarland adjourned this meeting at 7:37 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Rezoning property along West Northfield Boulevard
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 4.6 acres located at the northwest corner of West Northfield Boulevard and Sulphur Springs Road.

Staff Recommendation

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.

On September 2, 2021, Council held a public hearing and approved this matter on First Reading, conditioned upon the following: 1) this development not making the public street connection to the existing Oakhaven Drive stub; 2) additional landscaping being added along the northern boundary of the development; 3) modifications to the architecture of the proposed gas station/convenience store; and 4) clarifying hours of operation for the proposed uses. The pattern book has been revised accordingly.

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.

Attachments:

1. Ordinance 21-OZ-20
2. Letter from applicant's representative
3. Sanders Corner PCD revised pattern book

September 20, 2021

Margaret Ann Green
City of Murfreesboro Planning Department
111 West Vine Street
Murfreesboro, TN 37130

RE: Summary of Revisions to the Concept Plan and Rezoning Booklet
Sanders Corner PCD
Murfreesboro, TN
SEC No. 20012

Dear Margaret Ann,

This letter is to outline the revisions that have been made to the Concept Plan and Rezoning Booklet for Sanders Corner PCD. These revisions reflect requirements made at the City Council Public Hearing and 1st Reading.

- The concept plan was updated throughout the book to remove the public street connection to Oakhaven with this development. This roadway is now shown as a curved entrance into our proposed site instead.
- Additional landscaping was added along the northern boundary which is reflected on multiple pages throughout the booklet.
- Page 13-
 - Hours of operation were revised for Cstore to be 5-11, Liquor Store for 8-11 (Monday – Saturday) and 9-11 on Sundays with remaining businesses allowed to be 5-11.
- Page 17-
 - The architecture of gas station was revised to match the rest of the development
- Page 20-
 - Updated to reflect no public road connection to OakHaven Drive with this development.

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-890-7901. My email address is mtaylor@sec-civil.com. Our fax number is 615-895-2567.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



SANDERS CORNER

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

Initial Submittal

April 15, 2021

Resubmitted

May 27, 2021 for the June 02, 2021

Planning Commission Public Hearing

Resubmitted

July 7th, 2021 for the July 29th, 2021

City Council Public Hearing

Resubmitted

August 20th, 2021 for the September 2nd, 2021

Re-scheduled City Council Public Hearing

Resubmitted

September 9th, 2021 for the September 16th, 2021

City Council 2nd Reading

Resubmitted

September 15th, 2021 for the September 30th, 2021

City Council 2nd Reading

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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CONCEPTUAL SITE AND LANDSCAPE PLAN 12

DEVELOPMENT STANDARDS & ALLOWABLE USES..... 13

CONCEPTUAL PHASING PLAN..... 14

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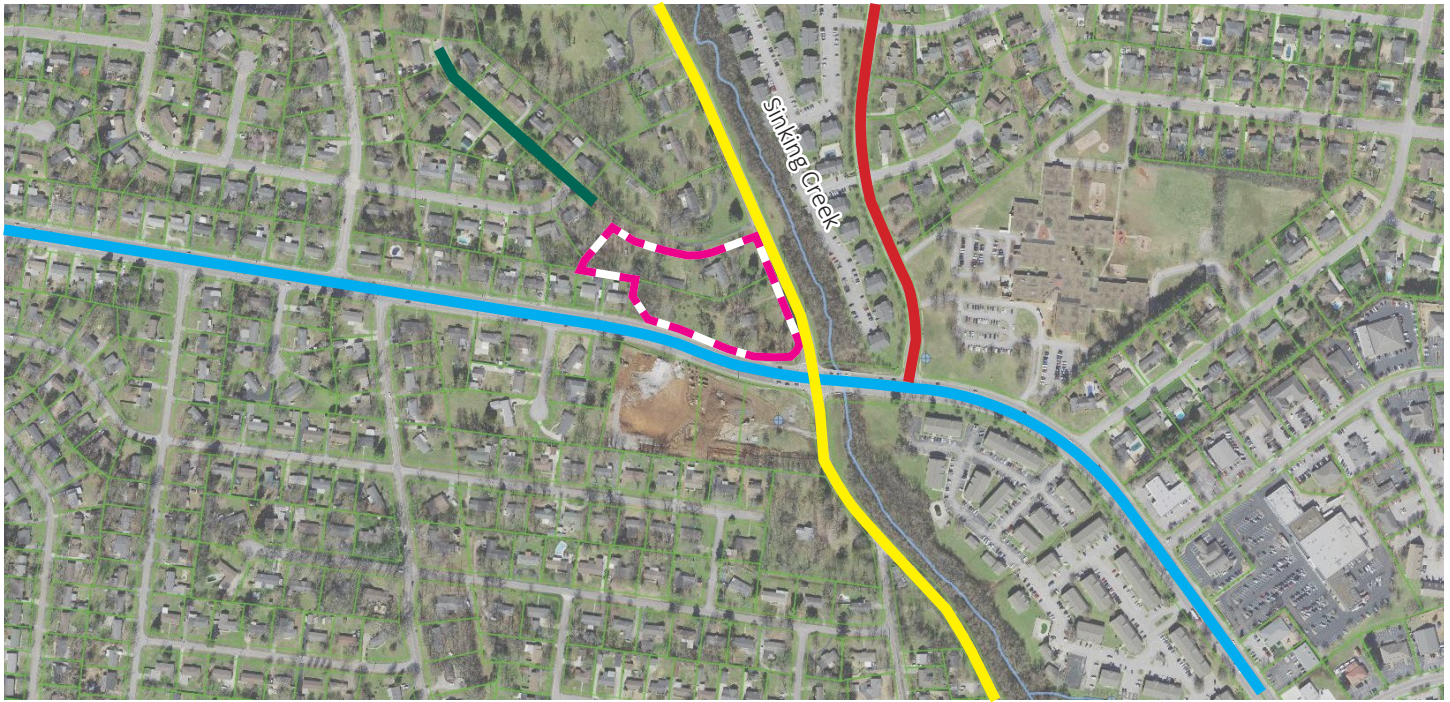
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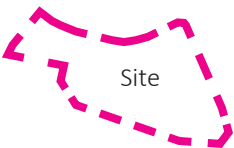
MURFREESBORO ZONING ORDINANCE SECTION 13 (D) (2) (B) 22-23



AERIAL PHOTOGRAPH

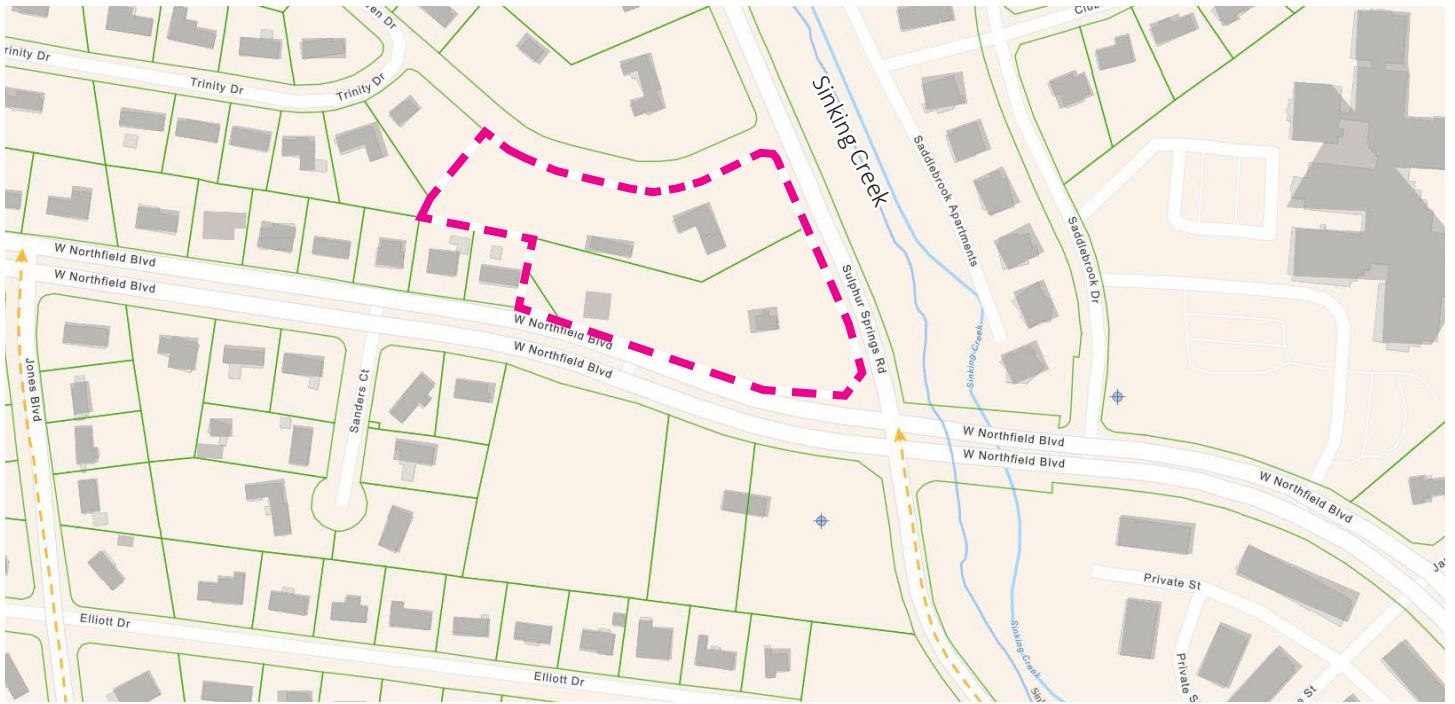
Not To Scale

- 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.

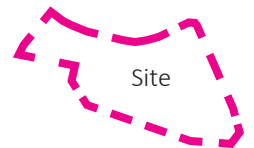
The development will consist of 3 single-story buildings. These building shall include a proposed gas station connected to a retail tenant space with a drive-thru, a commercial center, and an office building. The location and details of these buildings can be found on pages 12-19. The building facades 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 the drive to the north and shall be anchored by landscaping.



MAJOR THOROUGHFARE PLAN

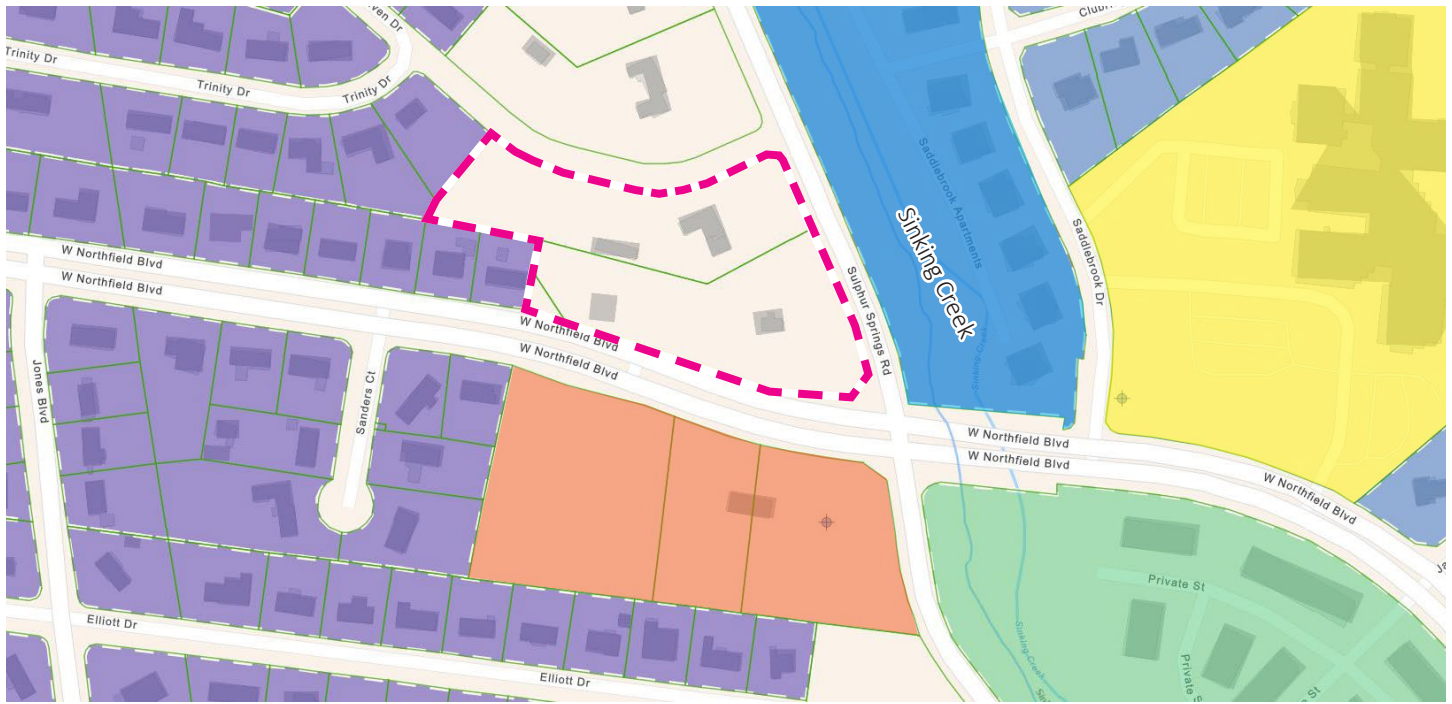
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 3- Lane Roadway





The property has/will have access to the existing public rights-of-way of West Northfield Boulevard and Sulphur Springs Road through 3 entrances: one along Sulphur Springs Road, and two along West Northfield Drive.

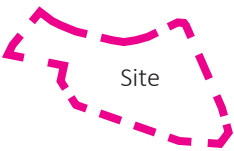
Per the 2040 Murfreesboro Major Transportation Plan, the only road slated for improvements near the development is the portion of Sulphur Springs Road south of West Northfield Boulevard. This portion of Sulphur Springs is recommended to be widened to a 3-lane roadway. This development has already dedicated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



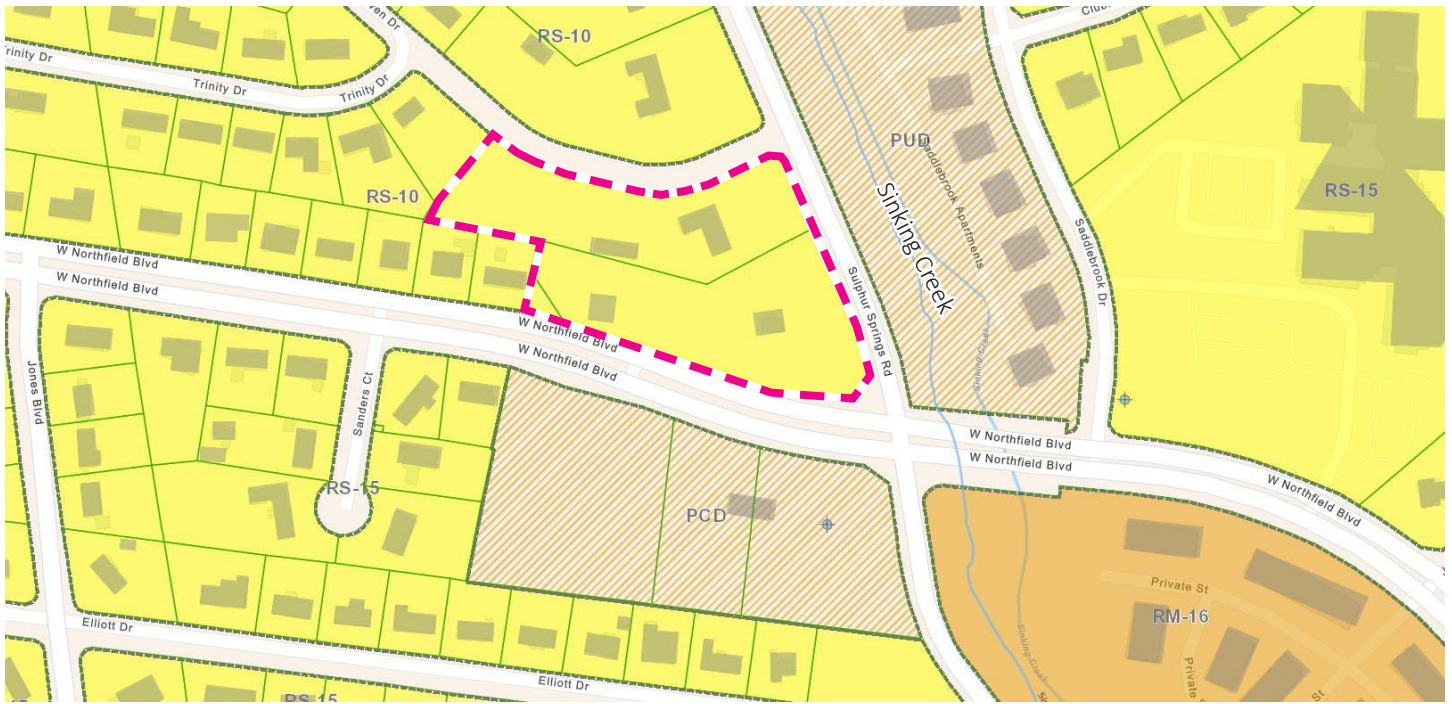
SUBDIVISION MAP

Not To Scale 

- | | |
|---|---|
|  Haynes Haven Estates |  Saddlebrook Apartments |
|  Haynes Haven Apartments |  Northfield Elementary |
|  Forest Hills Estates |  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. 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

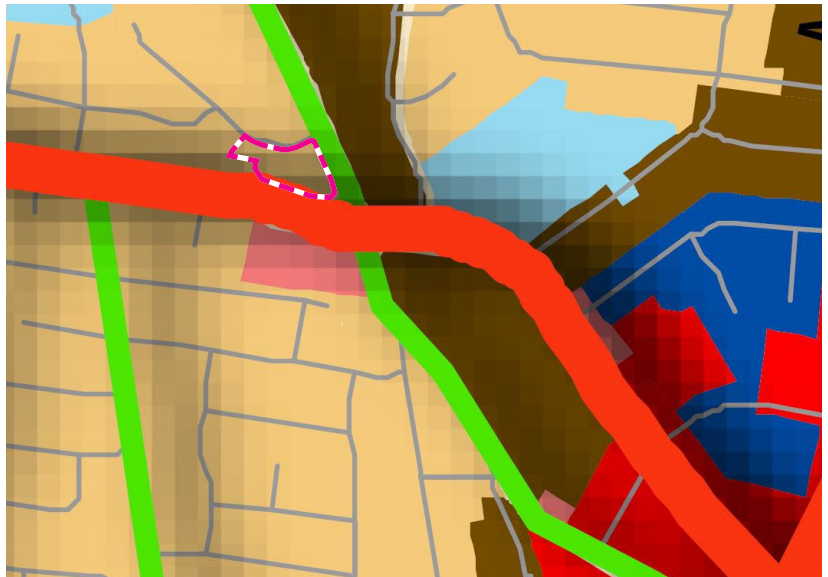
- RS-10** Residential Single-Family (RS-10)
- RS-15** Residential Single-Family (RS-15)
- RM-16** Residential Multi-Family (RM-16)
- PUD** Planned Unit Development (PUD)
- PCD** Planned Commercial Development (PCD)

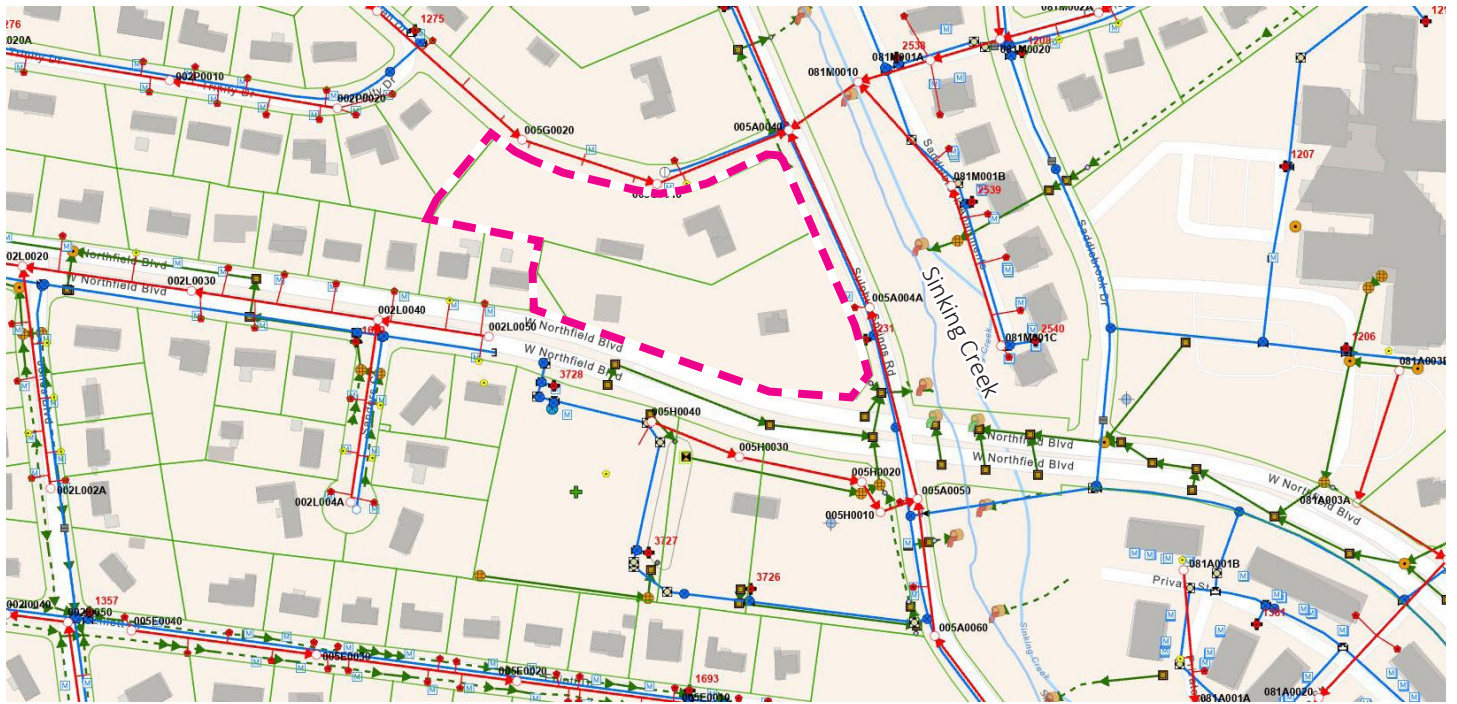


The surrounding area consists of a mixture of zoning types and uses. The land to the north and west are zoned RS-10. The land to the south of the site is zoned PCD. The land to the southwest of the site is zoned RS-15. The land to the southeast of the site is zoned RM-16. The land to the east of the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

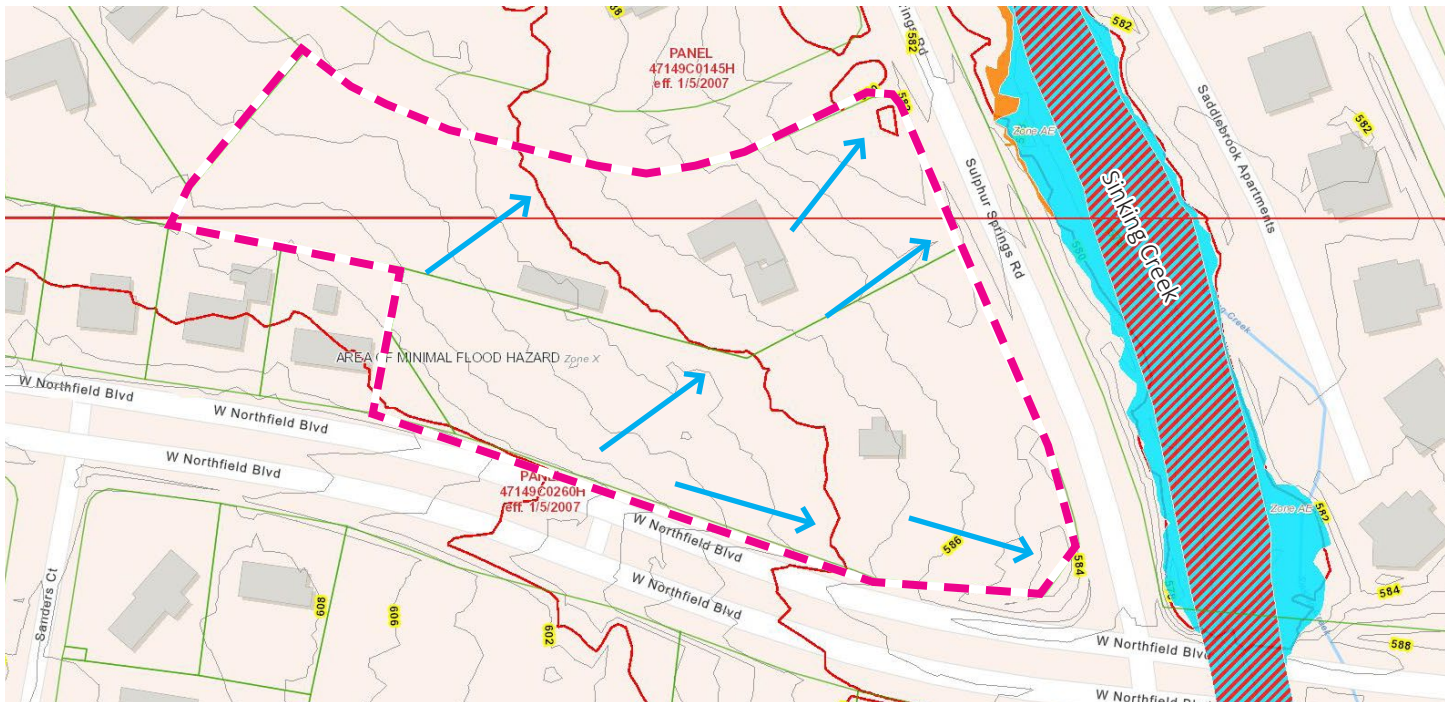


Water service will be provided by Murfreesboro Water Resource Department. There is an existing 10" cast iron water line within Sulphur Springs Road for water service into the site and an existing 6" cast iron water line along the existing R.O.W. for the Oakhaven Drive extension. The developer will be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

Not To Scale 

 WATER FLOW DIRECTION

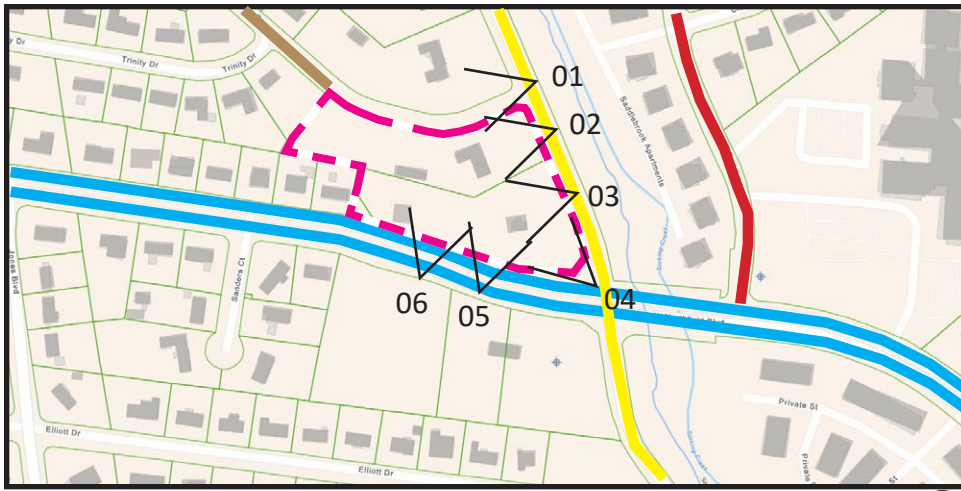
 INTERMEDIATE CONTOURS

 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.

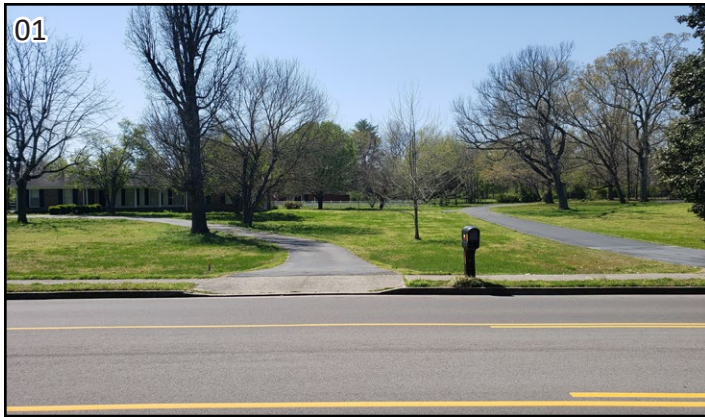


- West Northfield Boulevard
- Sulphur Springs Road
- Saddlebrook Drive
- Oakhaven Drive



PHOTO DIRECTION MAP

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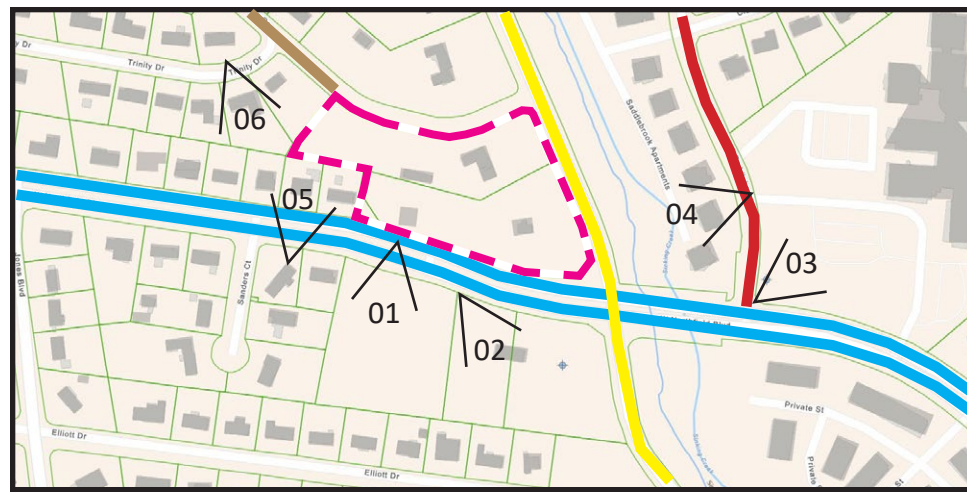


PHOTO DIRECTION MAP

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- West Northfield Boulevard
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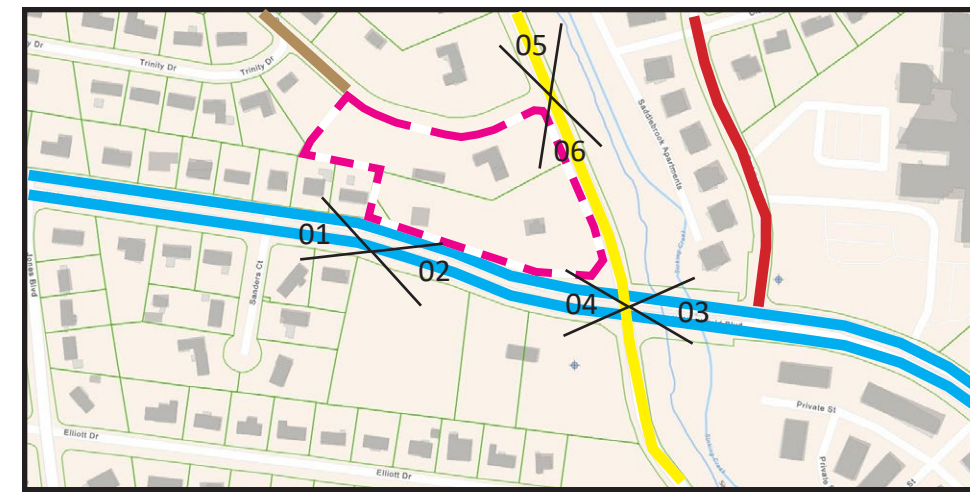
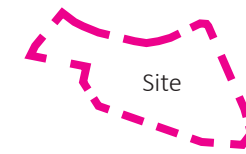


PHOTO DIRECTION MAP

Not To Scale

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



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

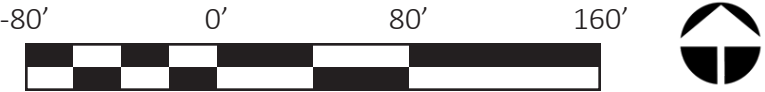
Building 1 Total Parking Required =	27 spaces
Building 1 Parking Provided =	35 spaces
Queuing Spaces Required =	10 Spaces
Queuing Spaces Provided =	10 Spaces

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 and Sulphur Springs Road.
- Monument signage shall be placed along West Northfield Boulevard, Sulphur Springs Road, and the drive to the north. 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 5:00 am to 11:00 pm.
- Liquor store operation hours are allowed to be 8:00 am to 11:00 pm (Monday-Saturday) and 9:00 am - 11:00 pm (Sunday).
- Remaining business operation hours are allowed to be 5:00 am - 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.)

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

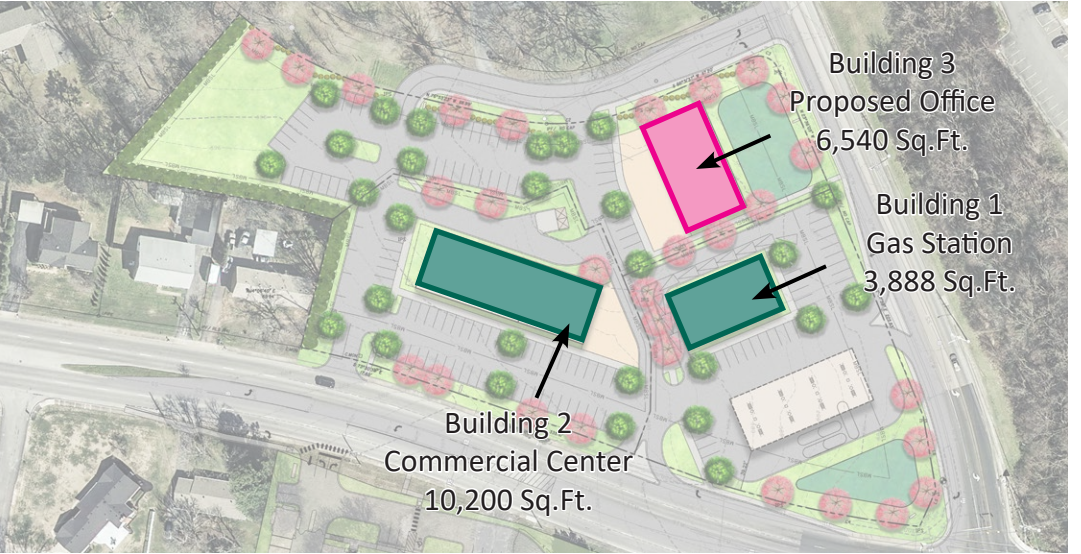
X - Permitted Uses

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

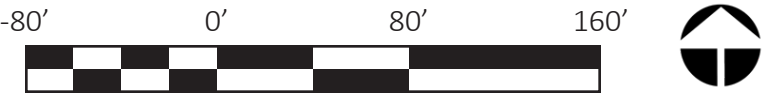
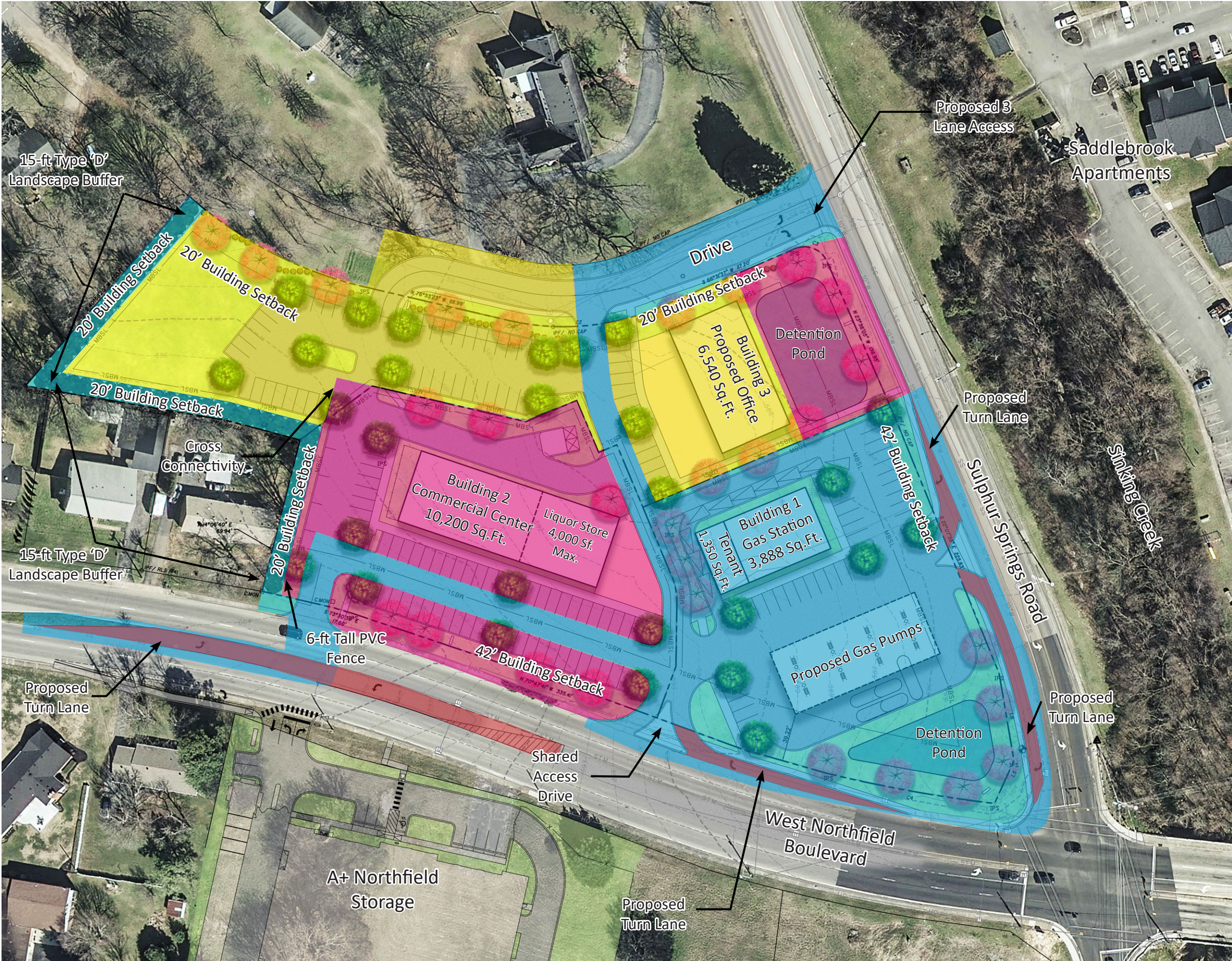
Allowable Use Diagram



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 northeast corner of the site 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 SHEET WAS INTENTIONALLY
LEFT BLANK

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)

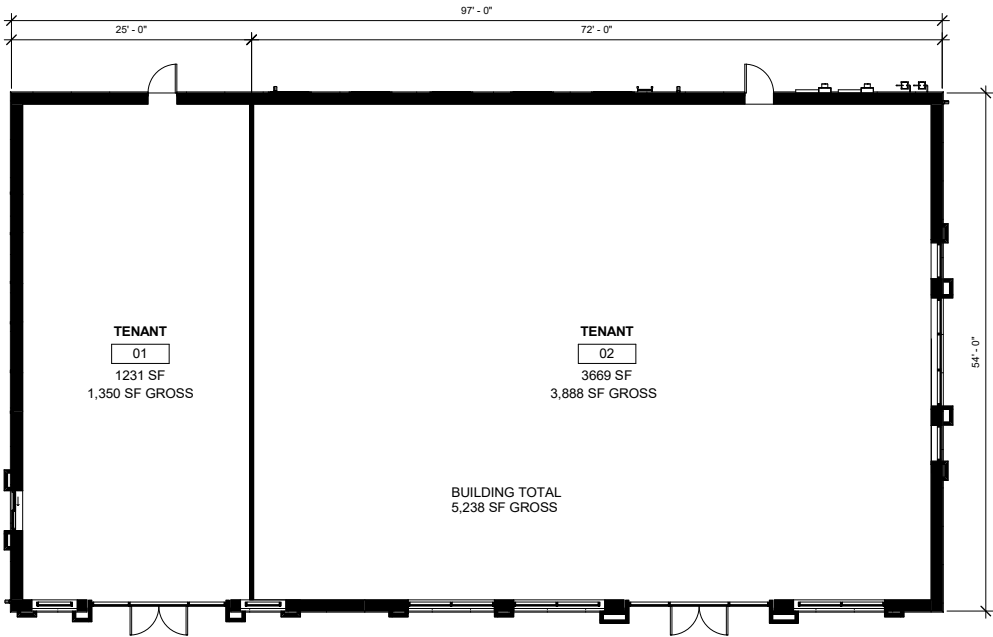


Building Setbacks

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



Building 1 - Gas Station with Retail



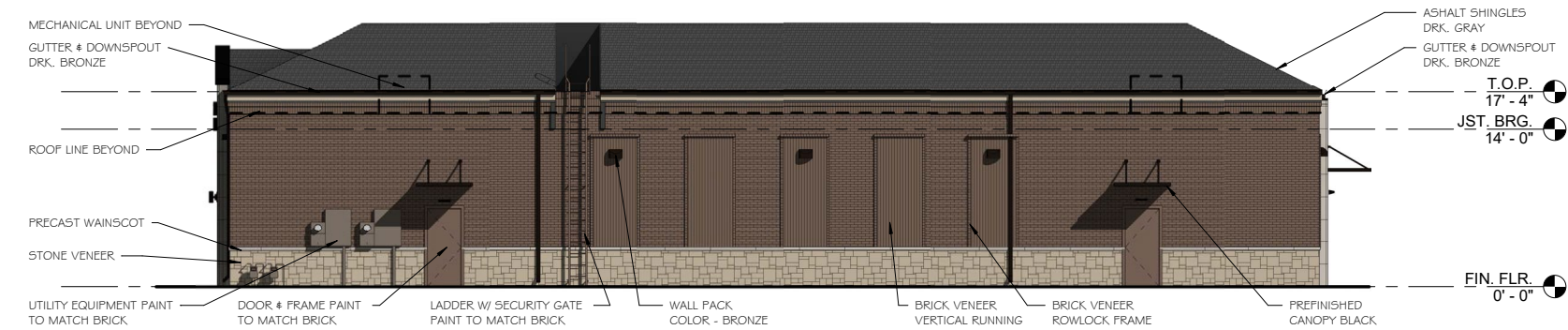
Building 1 - Gas Station with Retail - Floor Plan



Building 1 - Gas Station with Retail - North Elevation



Building 1 - Gas Station with Retail - Front Elevation



Building 1 - Gas Station with Retail - Rear Elevation



Gas Station Canopy - Perspective

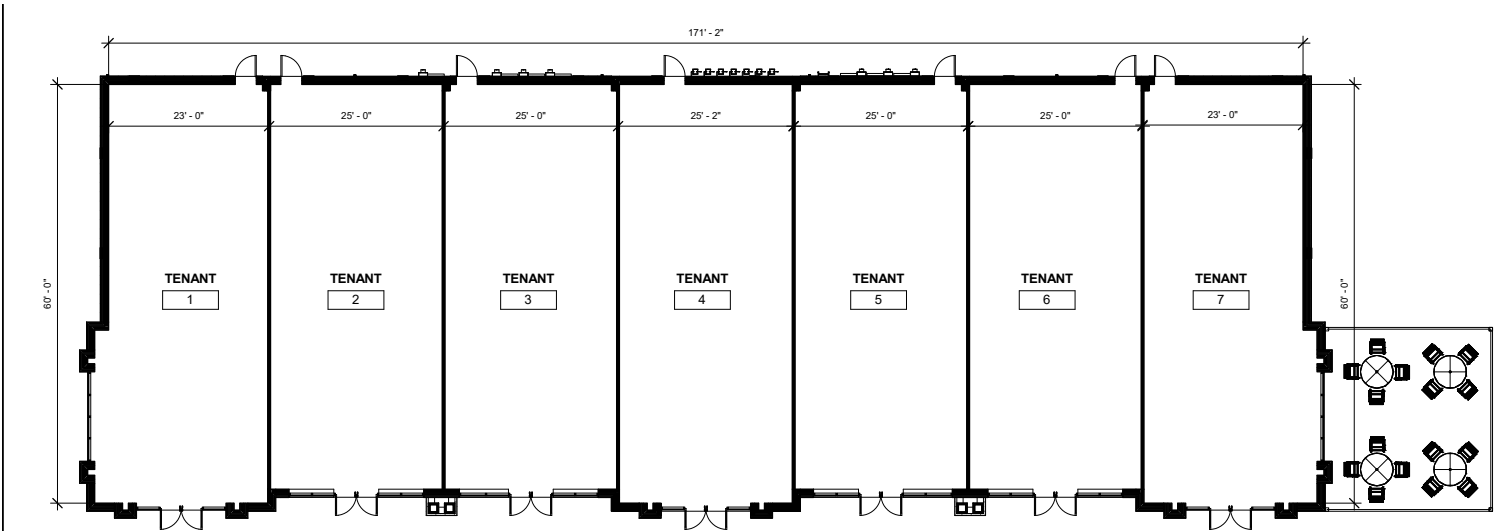


Architectural Characteristics:

- 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.



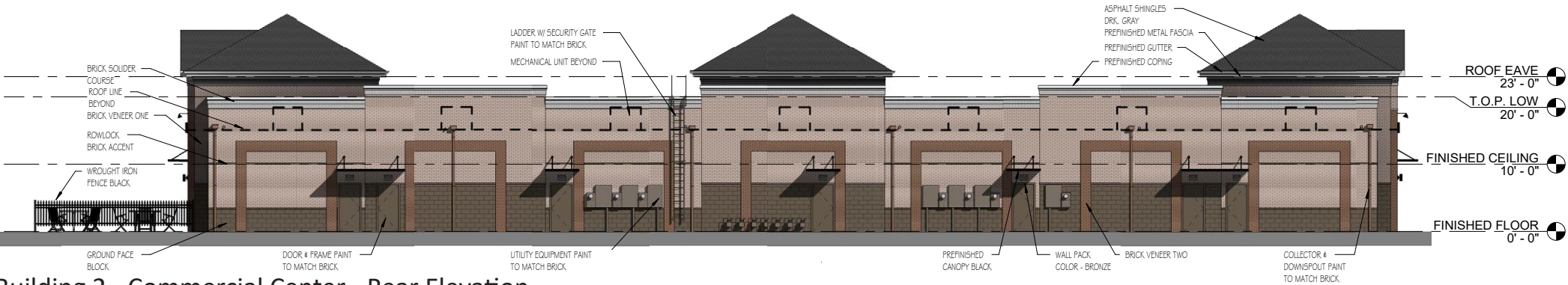
Building 2 - Commercial Center



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

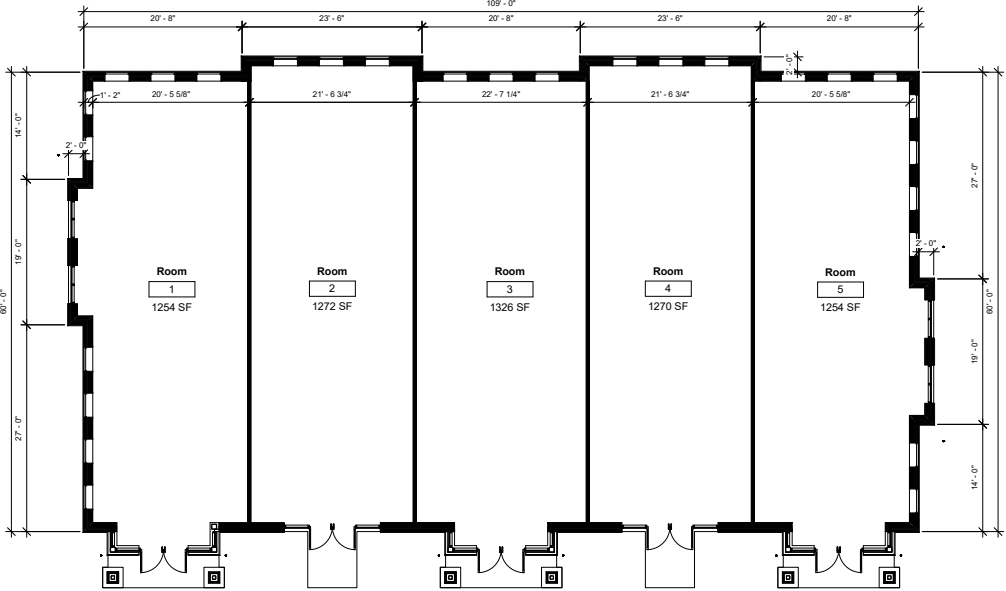
Building 2 Notes:

- 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

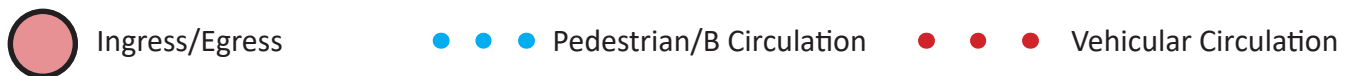


Building 3 - Office Building - Front Elevation



Building 3 - Office Building - Rear Elevation

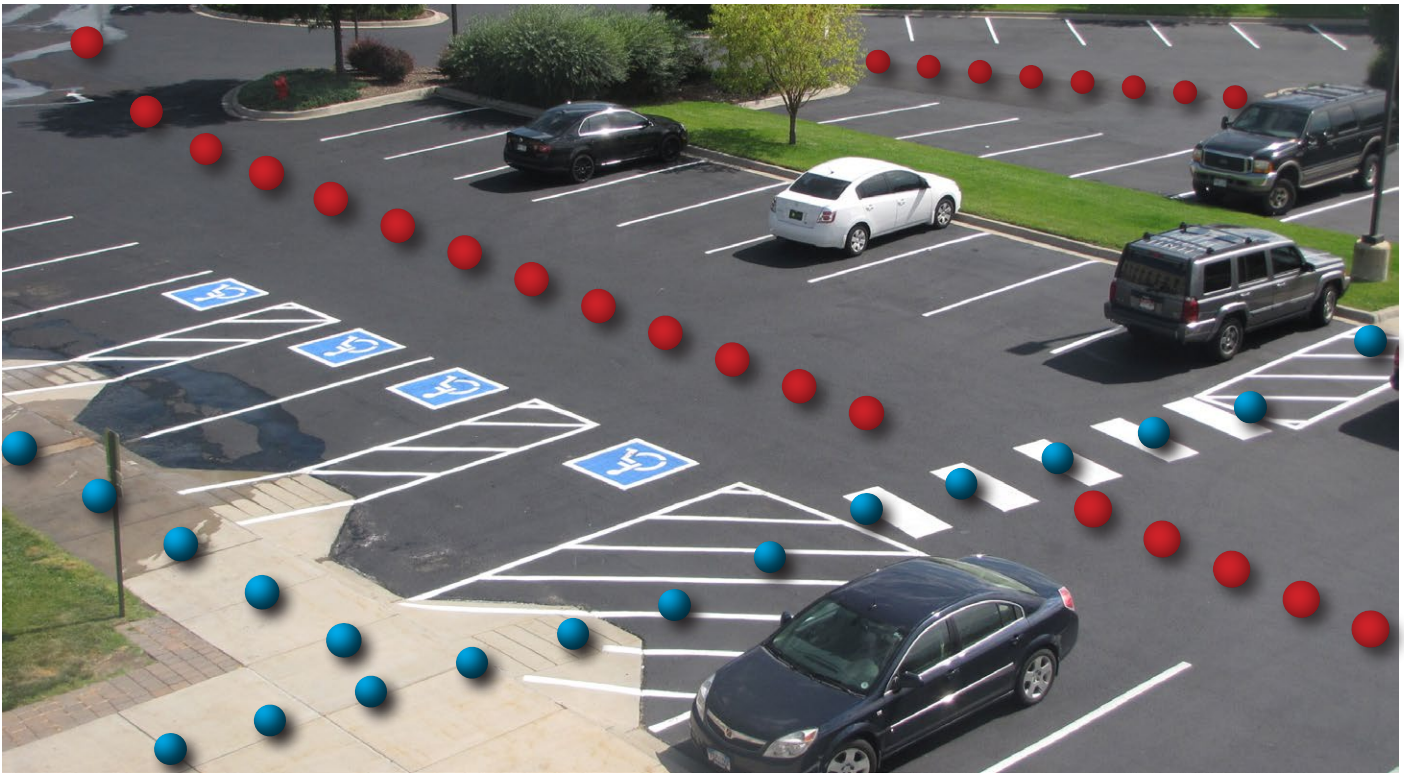




Pursuant to the City of Murfreesboro’s 2040 Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. West Northfield Boulevard is the thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 5-lane 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.

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.



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.



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 pragnense* / 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 AND SHRUBS



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for patrons 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.

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
Northern Drive	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 16-19. With a written description on page 16. 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.

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

SULPHUR-SPRINGS-RD

PUD

Area rezoned
from RS-10 to PCD

RS-10

OAKHAVEN-DR
TRINITY-DR

RS-10

W-NORTHFIELD-BLVD

RS-15

SANDERS-CT

PCD

RM-16

ELLIOTT-DR

RS-15

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Rezoning property along New Salem Highway
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 5.4 acres located along the west side of New Salem Highway and along the south side of Bridge Avenue.

Staff Recommendation

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.

On September 2, 2021, Council held a public hearing and approved this matter on First Reading. Council requested that an exhibit be provided upon second reading showing the proposed improvements to the Bridge/New Salem intersection. The requested exhibit is attached.

Council Priorities Served

Expand Infrastructure

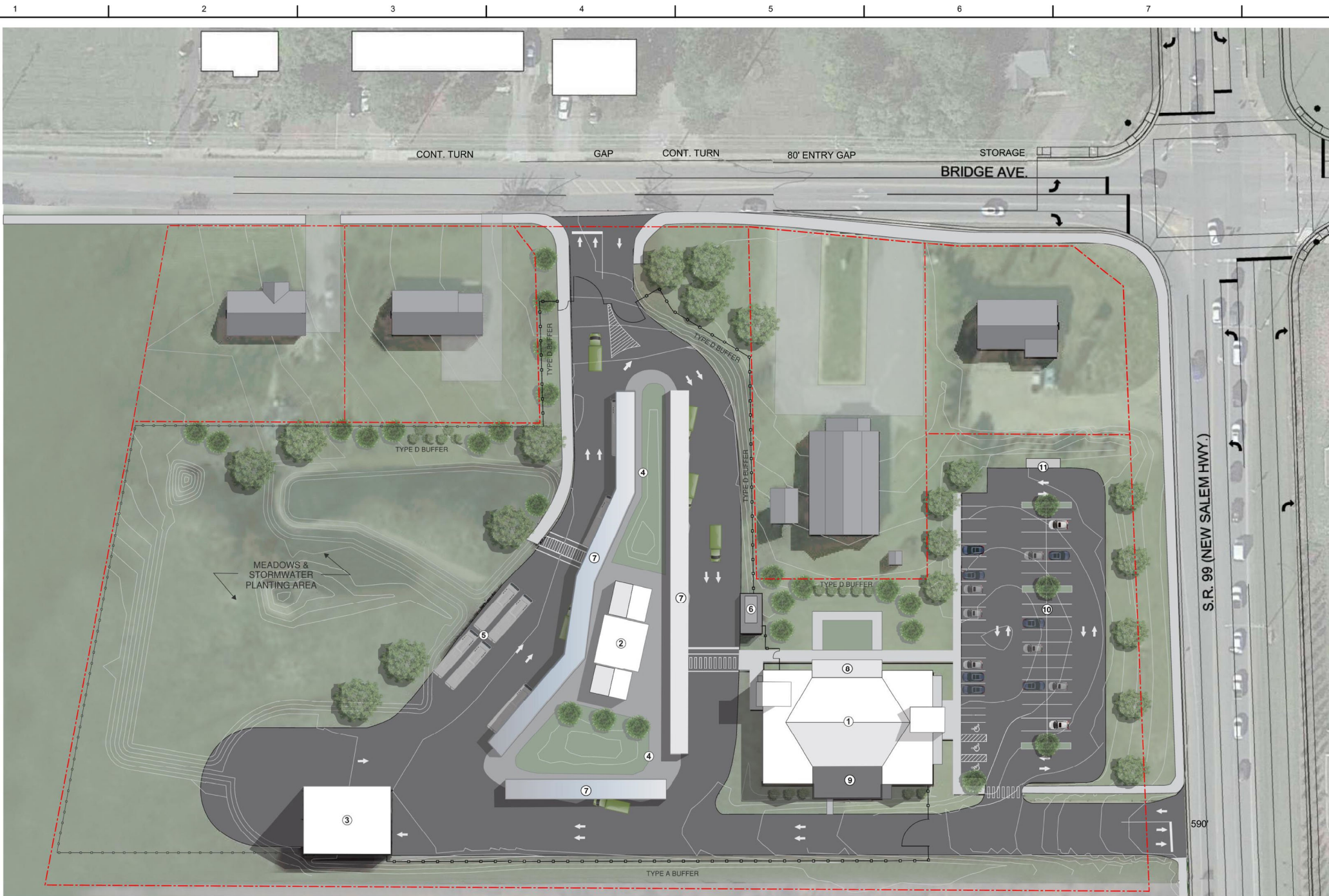
This rezoning will enable the development of a more robust City transit center to meet the growing needs of the community, conveniently located to serve the residents.

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. Exhibit of development master plan with proposed intersection improvements



LEGEND

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

- | | |
|--|-------------------|
| | DECOR. FENCING |
| | CHAINLINK FENCING |
| | PROPERTY LINE |



**CITY OF
MURFREESBORO**

TRANSIT CENTER

FILENAME 10249462-10-A.rvt
SCALE NOT TO SCALE

SITE MASTER PLAN

SHEET NAME:
RENDERED SITE PLAN
INCLUDED IN DRAWING
(REFER TO SHEET 0)

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:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

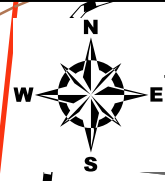
DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

CH

Ordinance 21-OZ-27



W MAIN ST

CH

RS-8

RM-16

RS-10

99

CL

Area rezoned
from RS-10 to PND

BRIDGE AVE

NEW SALEM HWY

CH

RS-10

RM-16

SALEM PARK CT

H-I

H-I

INDUSTRIAL DR

H-I



COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Corrections to Clari Park PUD pattern book
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director
Requested Council Action:

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

Summary

Correct the land use table on page 14 of the approved Clari Park PUD pattern book.

Staff Recommendation

Approve the corrections to the pattern book.

The Planning Commission recommended approval of the corrections to the pattern book.

Background Information

Council approved the zoning application [2021-403] for the Clari Park PUD on second and final reading at its July 8th meeting. Since that time, it was determined that there was an omission in the "land use table" on page 14 of the pattern book. On this page, the use "single-family attached" was not listed as a permitted use in areas 2 and 6, even though it was noted as being permitted in these areas elsewhere in the pattern book. The applicant has submitted a revised page 14, denoting "single-family attached" as a permitted land use in Areas 2 and 6 in order to make this table consistent with the remainder of the pattern book. Page 14 has also been revised to eliminate an erroneous reference to "stacked flats" in the footnotes. The applicant is attempting to rectify these oversights in the approved pattern book. At its September 15th meeting, Planning Commission voted to recommend that Council ratify these corrections, so that it could be properly reflected in the official version of the pattern book.

Council Priorities Served

Establish Strong City Brand

Correcting page 14 of the pattern book is consistent with the City's emphasis on customer service, as it will eliminate errors in the official pattern book and reduce confusion for the general public regarding permitted uses in this PUD.

Attachments:

1. Letter from applicant's representative
2. Updated page 14 from the Clari Park PUD pattern book
3. Master plan sheet from the Clari Park PUD pattern book

Sept 3rd, 2021

Sent via email

Margaret Ann Green
Planning & Zoning Department
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

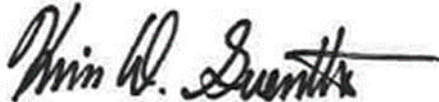
**RE: Clari Park Planned Development
Pattern Book - Revision to Page 14**

Margaret Ann,

It has come to our attention that the current copy of the Pattern Book for Clari Park has an omission on page 14 (Land Use Table) in that the permitted uses for area 2 and area 6 do not include single family attached as permitted land use. All other portions of the pattern book and master plan documents include single family detached as a permitted use in areas 2 and 6. The developer, planning staff, planning commission and city council all are on record as supporting this land use when the PUD for Clari Park was approved. We are requesting that the revised land use chart attached with this letter be reviewed and approved to be included as the current and revised page 14 (Land Use Table) of the Clari Park PUD pattern book. We are requesting this action with the Planning Commission and City Council as an item of other business on the soonest appropriate agenda(s). Please let me know if you need any additional information or clarification.

Sincerely,

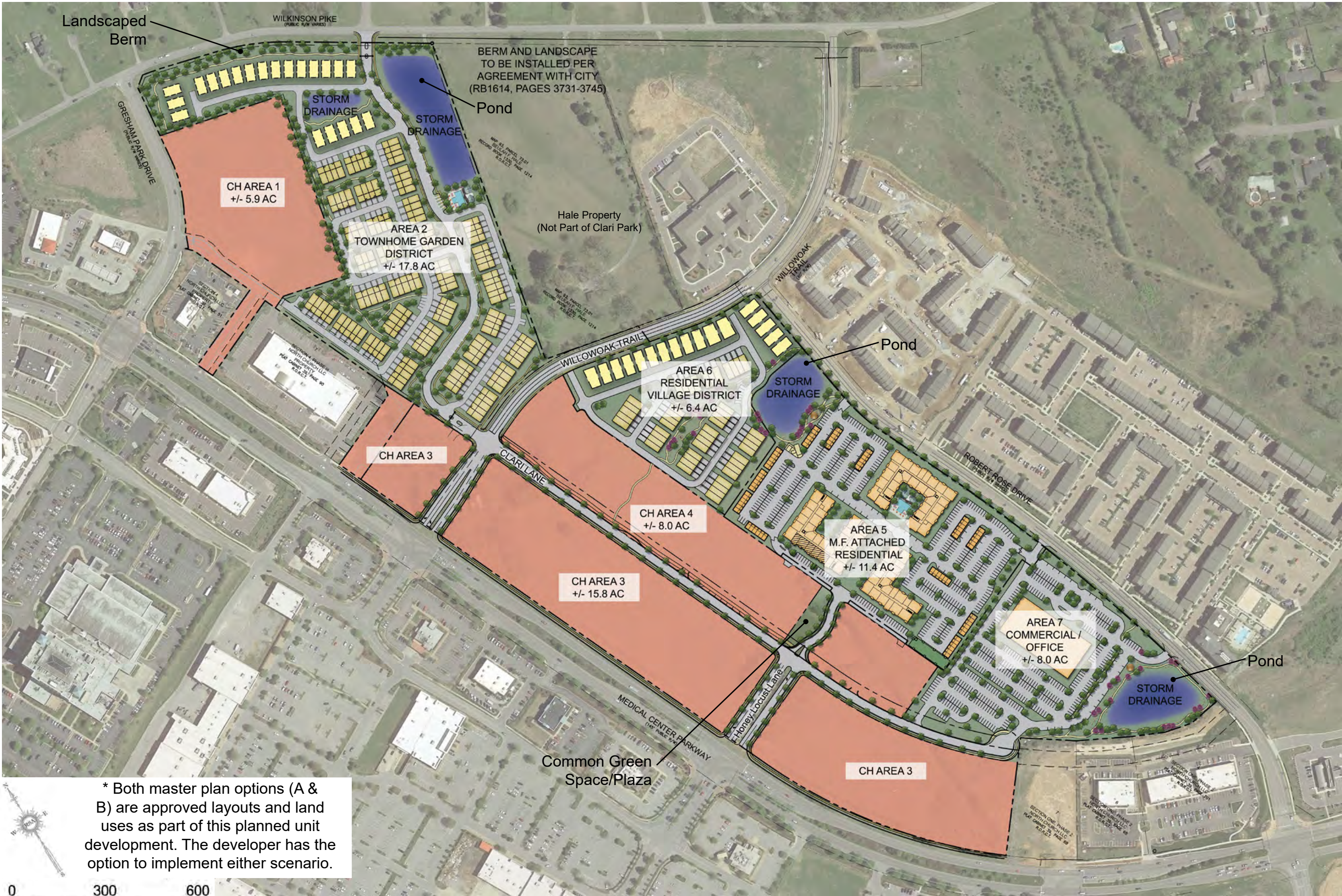
RAGAN-SMITH ASSOCIATES, INC.



Kevin Guenther, RLA, LEED AP
Vice President

USES PERMITTED	LAND USE AREA ^{1,7}						
	Area 1 (CH)	Area 2 (PUD)	Area 3 (CH)	Area 4 (CH)	Area 5 (PUD)	Area 6 (PUD)	Area 7 ¹ (PUD)
DWELLINGS (RESIDENTIAL)							
Single-Family attached ²		X			X	X	X
Single-Family Detached		X				X	
Multiple-Family					X		
OTHER HOUSING							
Assisted-Care Living Facility	X			X	X		X
Class III Home for the Aged	X			X	X		X
Hotel	X			X	X		X
INSTITUTIONS							
Adult Day Care Center	X			X			X
Church	X			X			X
College, University	X			X			X
Day-Care Center	X		X	X			X
Family Day-Care Home	X		X	X			X
Group Day-Care Home	X		X	X			X
Hospital	X		X	X			X
Museum	X			X			X
Nursing Home	X			X			X
Nursery School	X			X			X
Park	X	X		X	X	X	X
Philanthropic Institution	X			X			X
COMMERCIAL							
Amusements, Commercial Indoor	X			X			X
Amusements, Commercial Outdoor excluding Motorized	X			X			X
Animal Grooming Facility	X		X	X			X
Art or Photo Studio or Gallery	X		X	X	X		X
Bakery, Retail	X		X	X			X
Bank, Branch Office	X		X	X			X
Bank, Drive-Up Electronic Teller	X		X	X			X
Bank, Main Office	X		X	X			X
Barber or Beauty Shop	X		X	X			X
Book or Card Shop	X		X	X	X		X
Business and Communication Service	X		X	X			X
Catering Establishment	X		X	X			X
Clothing Store	X		X	X	X		X
Coffee, Food, or Beverage Kiosk ⁶	X			X	X		X
Commercial Center	X		X	X			X
Convenience Sales and Service, maximum 5,000 sq. ft. floor area ⁸	X		X	X			X
Delicatessen	X		X	X			X
Department or Discount Store	X			X			X
Dry Cleaning	X		X	X			X
Dry Cleaning Pick-Up Station	X		X	X	X		X
Financial Service ⁴	X		X	X	X		X
Flower or Plant Store	X		X	X			X

- Notes**
1. Area 7 is generally based off Mixed-Use Zoning designation from 2020 Zoning Ordinance with minor modifications.
 2. Single-Family attached generally refers to townhome.
 3. Restaurants that primarily promote food consumption within motor vehicles on the premises will not be permitted.
 4. Financial services permitted include banks, financial advisors, investment management services, tax-preparation services and other similar type financial services. “Pay-day loan” services and cash advance facilities will not be permitted.
 5. Garden and lawn supply operations shall display merchandise indoors. No outdoor storage shall be permitted.
 6. Kiosk use will be restricted to “walk-up” style kiosk operations in open space or park settings. Vehicular drive-up use is prohibited.
 7. Allowable land uses in CH Areas, 1, 3, and 4 are limited to those noted in this Land Use Table. These restrictions will also be recorded in public records via covenants & restrictions.
 8. Gas stations and Convenience Sales will only be permitted in Area 3 for lots with frontage on Clari Lane and adjacent to Area 4 on the Master Plan.



* Both master plan options (A & B) are approved layouts and land uses as part of this planned unit development. The developer has the option to implement either scenario.

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: FY22 Budget Amendment Ordinance

Department: Budget

Presented by: Erin Tucker

Requested Council Action:

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

Summary

Amendment to the City's FY22 Budget.

Staff Recommendation

Approve Ordinance 21-O-29, amending the City's budget.

Background Information

GENERAL FUND

FY21 Reserve Adjustments

The FY22 Budget includes carryforward of funding from FY21 that were budgeted but not spent before June 30, 2021. The budgeted carryforward should be adjusted as follows:

Airport Transfer/Airport Fund

The transfer to Airport Fund for the Hangar 1 replacement project should be reduced by \$627,631 as these funds were expended in FY21.

Parks & Recreation

The SportsCom plumbing repairs of \$171,690 were realized in FY22 but were anticipated in the FY21 unforeseen expense account. Also, the Siegel building project realized \$5,800 in expenses in FY21 which will reduce the carryforward amount.

Economic Development

The contract with Consolidated Utility District for work on Burnt Knob Rd was not completed in FY21. This should be re-budgeted in FY22 and adjusted through the FY21 carryforward funds.

Fire Rescue

The Fire apparatus funded through General Fund had an additional \$12,379 in expenses in FY21 than originally projected which will reduce the FY22 budget.

FY22 Budget Amendment

The following items are budget amendments to the Unassigned Fund Balance for the FY22 budget:

Police

At the September 15th Council workshop, Council approved the purchase of Police cars for \$4.65 million from the General Fund Unassigned Fund Balance.

Parks & Recreation

At the September 15th Council workshop, Council approved funding \$3 million for a community park on the West side of the City as well as \$860,000 for a skate park located under the Medical Center Parkway Bridge.

Community Development

In FY21 the City was awarded Cares Act Part I funding for the Emergency Solutions Grants Program, which has not been fully spent. Revenues and expenditures are increasing \$251,607.

City Council

Council approved donating \$50,000 to the Central Tennessee Regional Solid Waste Planning Board at the August 19, 2022 City Council meeting to assist in the expenses incurred as a result of the Middle Point Landfill expansion request.

Legal

Council approved up to \$500,000 for legal and other professional services deemed reasonably necessary to challenge the proposed expansion of landfilling operations at Middle Point Landfill.

Fire

In FY20 the Fire Department was awarded a grant from the Christy Houston Foundation. The grant has not been fully spent, although revenues were recognized in FY20. Expenditures are increasing \$6,659.

In FY21 the Fire Department was awarded a Federal grant for COVID related PPE, which has not been fully spent. Revenues and expenditures are increasing \$312.

Finance

Council approved the Finance Director's salary at \$148,490 plus benefits, which is an increase over budget by approximately \$45,000.

Airport Transfer/Airport Fund

At the September 15th Council workshop, Council approved \$1.275 million for the Airport Taxiway F/T-Hangar construction project.

Council Priorities Served

Responsible budgeting

The budget amendments reflect the increased expenses for the specified funds.

Fiscal Impact

The amendment to the FY22 Budget will reduce the FY21 Reserved Carryforward amount and increase Unassigned Fund Balance by \$308,626. The FY22 amendment items will increase the General Fund FY22 budget and use of fund balance by \$10,382,159. The Airport Fund budget amendments will result in no effect to the Airport Fund Balance.

Attachments

1. FY22 Budget Ordinance 21-O-29 and Exhibit A

ORDINANCE 21-O-29 amending the 2021-2022 Budget Appropriations (1st Amendment).

WHEREAS, the City Council adopted the 2021-2022 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 21-O-13, on June 9, 2021 to implement the 2021-2022 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2021-2022 Budget Appropriations by this Ordinance to incorporate expenditure decisions made during the 2021-2022 fiscal year.

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

SECTION 1. The 2021-2022 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2021-2022 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
Community Development	Federal Grant - Emergency Solutions Grant	\$ 161,250.00	\$ 412,857.00	\$ 251,607.00
Fire	Federal Grant		\$ 312.00	\$ 312.00
				<u>\$ 251,919.00</u>
<u>Expenditures</u>				
	<u>Assigned</u>			
Non-Department Transfers	Transfer to Airport Fund - CHNG	\$ 2,050,000.00	\$ 1,422,369.00	\$ (627,631.00)
Parks & Recreation	Building Expense - DA21	\$ 1,500,000.00	\$ 1,494,199.00	\$ (5,801.00)
Economic Development	Contractual Services	\$ 185,000.00	\$ 350,495.00	\$ 165,495.00
Fire	Transportation Equipment - DA21	\$ 57,529.00	\$ 45,150.00	\$ (12,379.00)
Other General Government	Unforeseen Contingencies	\$ 3,390,000.00	\$ 3,561,690.00	\$ 171,690.00
	<u>Unassigned</u>			
Parks & Recreation	Parks & Recreation Facilities	\$ 72,750.00	\$ 3,932,750.00	\$ 3,860,000.00
Police	Transportation Equipment	\$ -	\$ 4,650,000.00	\$ 4,650,000.00
City Council	Miscellaneous Expense	\$ 2,000.00	\$ 52,000.00	\$ 50,000.00
Legal	Legal Services & Expenses	\$ 100,000.00	\$ 600,000.00	\$ 500,000.00
Finance & Tax	Salary - Full-Time - Regular	\$ 1,284,571.00	\$ 1,329,571.00	\$ 45,000.00
Non-Department Transfers	Transfer to Airport Fund	\$ 145,000.00	\$ 1,415,500.00	\$ 1,270,500.00
Community Development	Emergency Solutions Grant	\$ 161,250.00	\$ 412,857.00	\$ 251,607.00
Fire	Grant Expense	\$ -	\$ 6,971.00	\$ 6,971.00
				<u>\$ 10,325,452.00</u>
CHANGE IN ASSIGNED FUND BALANCE (CASH)		\$ (5,650,982.00)	\$ (5,342,356.00)	\$ (308,626.00)
CHANGE IN UNASSIGNED FUND BALANCE (CASH)		\$ 7,643,481.00	\$ (2,738,678.00)	\$ 10,382,159.00
TOTAL CHANGE IN FUND BALANCE (CASH)		\$ 1,992,499.00	\$ (8,081,034.00)	(10,073,533.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
	<u>Revenues</u>			
	Transfer from General Fund - CHNG	\$ 2,050,000.00	\$ 1,422,369.00	\$ (627,631.00)
	Transfer from General Fund	\$ 145,000.00	\$ (1,125,500.00)	\$ (1,270,500.00)
				<u>\$ (1,898,131.00)</u>
	<u>Expenditures</u>			
	Buildings Expense - CHNG	\$ 2,050,000.00	\$ 1,422,369.00	\$ (627,631.00)
	Buildings Expense	\$ 2,609,447.00	\$ 3,879,947.00	\$ 1,270,500.00
				<u>\$ 642,869.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (1,503,422.00)	\$ (4,044,422.00)	(2,541,000.00)

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Rezoning property north of Mercury 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 17.5 acres located north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First 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 Murfreesboro Housing Authority presented a zoning application [2021-414] for approximately 17.5 acres located north of Mercury Boulevard to be rezoned from RS-8 (Single-Family Residential District 8), RD (Duplex Residential District), RM-16 (Multi-Family Residential District 16), and CCO (City Core Overlay District) to PUD (Planned Unit District) and CCO. During its regular meeting on August 4, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval, contingent upon the applicant working with staff on clarifying some building setbacks. The applicant has done so, and the pattern book has been revised accordingly.

Council Priorities Served

Expand Infrastructure

This development will increase both the quality and quantity of the City's affordable housing stock.

Establish Strong City Brand

This rezoning will enable reinvestment and redevelopment near the City's downtown, which will strengthen the identity of downtown Murfreesboro as a place to live, work, and play.

Improve Economic Development

This rezoning will enable the replacement of the existing, aging MHA housing stock with a higher quality housing product, which will complement other downtown

redevelopment efforts.

Attachments:

1. Ordinance 21-OZ-28
2. Maps of the area
3. Planning Commission staff comments from 08/04/2021 meeting
4. Planning Commission minutes from 08/04/2021 meeting
5. MHA Mercury Parkside PUD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
AUGUST 4, 2021
PROJECT PLANNER: HOLLY SMYTH**

4.d. Zoning application [2021-414] for approximately 17.48 acres north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First Avenue to be rezoned from RM-16, RD, RS-8, and CCO to PUD and CCO, Murfreesboro Housing Authority applicant.

The subject properties are located north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First Avenue. The current 9 parcels contain 17.48 acres in total and are all in the City Core (CCO) overlay zone district.

The Parkside Apartments is located on the southside of East Castle Street and contains one (1) parcel of 2.78 acres, which includes the recently abandoned right-of-way (ROW) of Vaughn Street. The existing complex is zoned RM-16 with 46 apartment units (one of which is a police precinct unit that will not be replaced) equating to 16.5 units per acre density. The existing six buildings are 2-story craftsman bungalow architectural style.

The existing Mercury area consists of a total of 8 parcels containing approximately 14.7 acres, prior to any proposed ROW abandonments. An additional 1.33 acres will be added to the Mercury section once ROW abandonments are completed under separate applications for Berry Place, Burns Court, and Essex Court. Seven (7) of the parcels are zoned RD and a portion of 1 parcel and another parcel are zoned RS-8. The existing Mercury development spans over several non-contiguous blocks and contains 76 one-story duplex housing units, a medical clinic, and a daycare with a density of 5.17 dwelling units per acre. The relocation of the current Hope Clinic at the corner of South Hancock Street and Mercury Boulevard will be provided a new home in the 3-story mixed-use building planned at the corner of 1st Avenue; however, the daycare will be closed. The existing duplexes are all brick buildings with composition roofs.

The first phase will include removal and replacement of the 46 housing units on the Parkside property and a later phase will remove 76 housing units, the clinic, and the daycare, and provide 127 new homes and commercial uses in the form of a relocated clinic and the Murfreesboro Housing Authority offices on the Mercury Court property.

Proposed PUD

The existing zoning districts could allow for approximately 44 units at Parkside and 68 units at Mercury (112 total units) within the existing zoning. The applicant wishes to rezone the property to PUD (Planned Unit District) to allow for the redevelopment of these areas to allow for 173 residential units (46 in Parkside and 127 in Mercury) and mixed-use commercial office/residential more specifically as follows:

- Add a 3-story mixed use commercial office/residential building containing 23,400 square feet of office within the 1st and 2nd stories, and 12 housing units on the 3rd floor at the northwest corner of First Avenue and Mercury Blvd.
- 17 Single Family Detached units contained in single one-story buildings.
- 24 Duplex units contained in 2-unit buildings that are two-stories in height.
- 50 Townhouse units; 8 of them in Parkside and 42 in Mercury; contained in 4-unit, 6-unit, or 10-unit buildings that are two-stories in height.
- 70 Rowhouse units; 38 of them in Parkside and 32 in Mercury; contained in six 8-unit and two 11-unit buildings that are three-stories in height.

The proposed gross density would be 16.73 dwelling units per acre at Parkside and 8.51 dwelling units per acre in the Mercury area. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning designation.

At the July 21, 2021 Planning Commission meeting, excerpted sections were printed and handed out to give a high-level overview of the scope of the project with architecture still in progress. The full pattern book was included in the 7/21/21 Planning Commission agenda so that the public and the Commission could start to review the non-architectural components of the project as the draft architecture was still a work in progress.

Since that time the applicant's team has been diligently working with the City to refine the exterior architecture to be more compatible with the City Core Overlay district and the surrounding neighborhood on the northside of Mercury Boulevard within the City's Design Guidelines. **Given the size of the project area and 100+-page pattern book, 11"x17" hard copies have been provided to the Planning Commissioners** prior to the meeting so that the clarity of the design is not lost due to compressing the digital files for the agenda packet. The applicant will be making a detailed presentation of the project and sharing the modified building architecture. **The following are key overview pages providing the best project context:**

Pg 42	"Illustrative Masterplan" shows key neighborhood nodes
Pgs 58-61	"Street Elevations" help navigate how the building types will look at several street levels that tie to a key page
Pg 75	"Unit Type Distribution Plan" shows the number of housing units per block and the location of the various bedroom types
Pg 76	"Building Type" shows the overall Masterplan for 1-story single family and 2-story duplex units, 2-story townhouses, 3-story rowhouses, and the 3-story mixed-use building.
Pg 110	"Planned Development Criteria" answers the Planned Development (PD) required questions about the project and specifies any exceptions to City policies wanted with the PD highlighted in red.

ROW abandonments have been processed or are in process for Vaughn Street, Berry Place, Burns Court, and Essex Court to accommodate the redeveloped Masterplan sites, and does not include the alley directly across from Burns Court at Minor Street that heads south to Mercury Boulevard. The PUD approval will need to be contingent on the approval of the abandonments.

The Parkside property of the master plan will be developed with groupings of 2-story townhouses along E. Castle Street with 3-story rowhouses focused on the interior around a central green space which connects to the walkways of adjacent Patterson Park. An additional sidewalk path is incorporated into the easterly side of the property to provide pedestrian access from the street to Patterson Park. Vehicular parking is provided to the east and west sides of the site for easy access by residents. The applicant is proposing that a 1.8 parking space average per unit be allowed to serve the complex, which would be 83 spaces for the 46 units. The current 46-unit complex only provides 69 parking spaces with only 58 cars parking there on average and therefore the proposal for less parking seems appropriate.

The Mercury property provides a transition from the scale and commercial focus of Mercury Boulevard to the tight residential scale of the neighborhood to the north. Neighborhood pocket parks are a highlighted feature of the plan and provide planned green spaces which are nearby for all residents to enjoy. Single family and duplex homes will line Minor Street and north of Minor along South Bilbro Avenue. Rowhouses and townhomes will be primarily featured in the first block off Mercury Boulevard to address the scale of the four-lane street. At the corner of 1st Avenue and Mercury Blvd, the 3-story mixed-use building will pick up on some of the materials used throughout the neighborhood and will also provide a larger scale which relates to neighboring public and commercial structures. A new bus stop location has been incorporated on South Hancock Street and room for a future bus stop has been provided along First Avenue.

The following exceptions to the standard zoning regulations are proposed:

1. Parking within the Parkside area on E. Castle Street to be 1.8 stalls per unit average for a total of 83 parking spaces for residents and guests of the 46 units. The current 46 units only have 69 parking spaces currently with approximately 58 cars parking on an average evening.
2. 10' minimum building setbacks for front, side, and rear are requested, while the CCO district allows the front setback to be an average of the buildings on the same block face and all other setbacks are set by the underlying district. **However, staff would like to retain adequate setbacks on corner lots to maintain adequate view sheds as determined by engineering during Site Plan Review of the project and 20' setback from the Mercury Boulevard ROW.**

3. Allow for a 20' wide private loop alley/street Block 2 and at the entry into Block 6 from Minor Street.

Adjacent Zoning and Land Uses

The Parkside property is surrounded by RD zoning to the north, RM-16 to the east and southeast, RS-8 to the south, and RS-4 to the west. The remainder of the subject properties in the Mercury area are surrounded by a mixture of zones including P, RS-4, RM-16, RS-8, RD and CH as shown on the Zoning Map on page 17 of the program book.

Existing land uses around the Parkside property is surrounded by single family detached homes, a funeral home, Holloway High School, and the back portions of Patterson Park Recreational Complex. Existing land uses around the Mercury area include single family detached homes, Mercury Court preschool, the front side of Patterson Park Recreational Complex, First Baptist and Zion Primitive Baptist Churches, a small commercial strip center housing a pawn, and the Mercury Plaza Shopping Center on the south side of Mercury Boulevard.

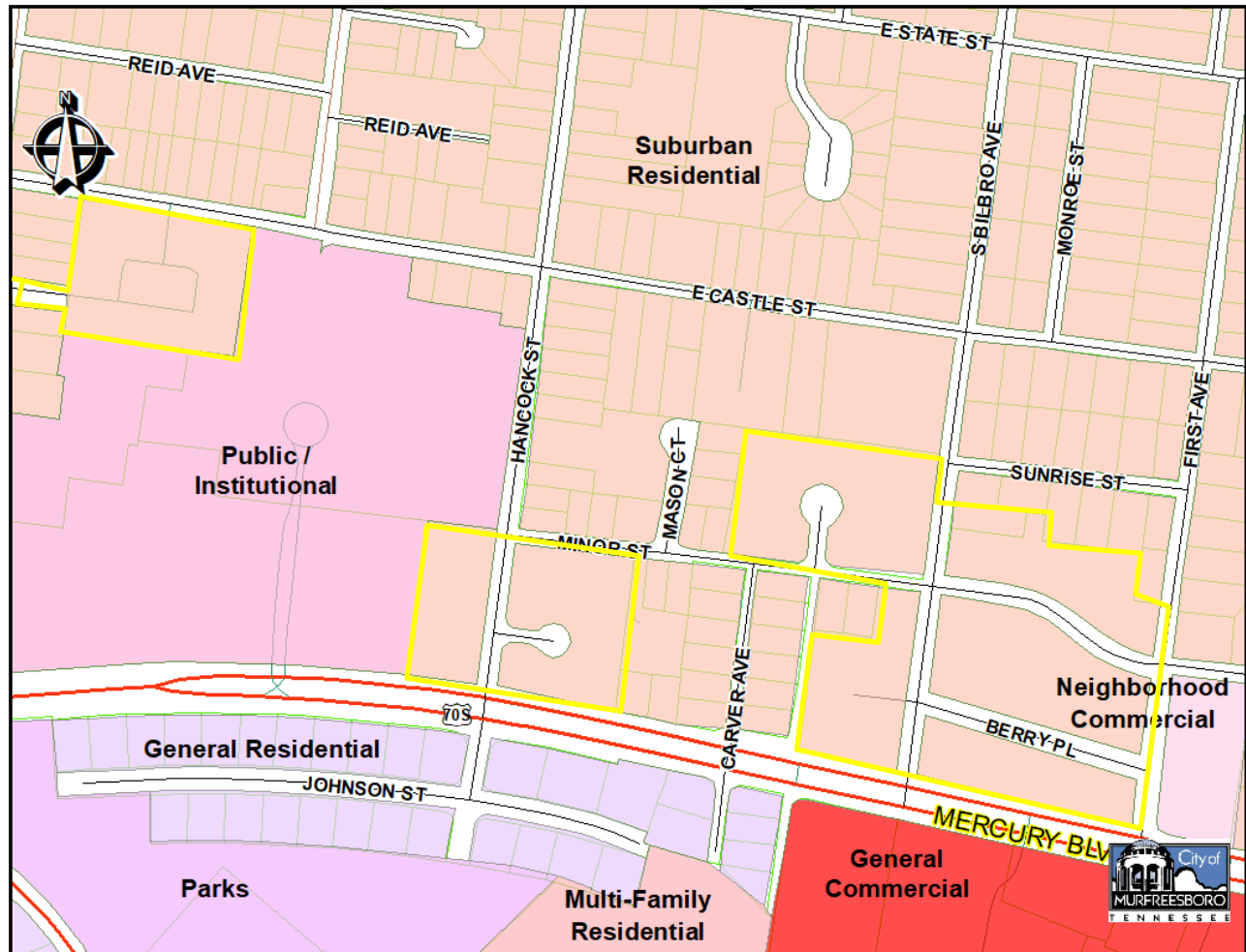
Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop with a **Suburban Residential land use character** (see excerpt from the future land use map below). This classification intends to serve as a transition from rural to urban residential development and is predominantly located along the periphery of the City. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation with 2.0-3.54 dwelling units per acre as the recommended density. **Development types within this land use character include detached residential dwellings and Planned developments (e.g., Auto-Urban attached residential) but with increased open space to preserve a suburban character setting."**

In the "Auto-Urban Residential" land use character, density ranges from 3.53 to 8.64 dwelling units per acre. This designation allows detached and attached housing types (subject to compatibility and open space standards, e.g., duplexes, triplexes, townhomes, patio homes). Planned developments are allowed "with a potential mix of housing types and varying densities, **subject to compatibility and open space standards.** "

The Mercury section of the development has a density of 8.51 units per acre with several large open space areas incorporated throughout. The Mercury section appears to be consistent with the layout and density of the *Auto-Urban Residential* land use character as a Planned Development but lacks compatibility in its proposed design. However, it is not consistent with the Suburban Residential land use character.

The Parkside section of the proposed PUD area has a density of 16.73 units to the acre consisting of townhouses and rowhouses around a central pocket park courtyard. This more intense multi-family residential land use is not consistent with the Suburban Residential land use character, as its density far exceeds what is recommended. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.



City Core Overlay (CCO)

The purposes of the CCO district are: to “promote infill development that is compatible with existing development patterns; to encourage new development patterns in areas where existing patterns are inconsistent or unestablished; and to promote reinvestment in Downtown Murfreesboro and surrounding neighborhoods.”

According to the PUD program book, “the goal of the master plan is that this neighborhood will be designed in such a way as to address the commercial importance and scale of Mercury Boulevard while allowing the new development to transition to fit with the smaller residential scale of the existing neighborhood. The incorporation of smaller pocket parks and public green spaces on all blocks of the new development provide healthy and inviting outdoor spaces to be enjoyed by residents and guests alike. The master plan strives to complement the surrounding homes, provide a range of housing opportunities, create open green spaces, link to Patterson Park and address the scale of Mercury Boulevard, based on community feedback.”

Staff believes that the proposed PUD will help promote reinvestment near the First Avenue and Mercury Boulevard intersection by increasing daytime activity at the new mixed-use office, clinic, and residential building at the northeast corner. The project’s incorporation of increased ROW at this corner will also allow for a future signal that will tie across to the existing Mercury Plaza Shopping Center which will improve both pedestrian and vehicular connectivity and encourage adjacent reinvestment.

Staff believes that the multiple new open spaces will allow improved access to the front and back sides of Patterson Park and will visually enhance the neighborhood while providing community congregation opportunities in close proximity to residents. The new bus shelter location will provide improved transit opportunities to the neighborhood.

Staff has been working with the applicant to modify the designs to be more compatible with the adjacent neighborhood. Planned Developments are to incorporate design that is of a “higher quality and is compatible with surrounding development.” The neighborhood design should be more similar to the North Highlands ‘Mixed-Residential Neighborhood’ with buildings that look like larger homes not ones that look like apartments. Staff believes that the modified exterior building design is compatible with existing development patterns of the CCO and the City’s Design Guidelines as discussed further below.

Department Recommendation

- 1. Staff is supportive of this rezoning request, as to the density, layout, access, bulk, open space, and provision of services for the following reasons:**
 - a. The redevelopment of the Housing Authority properties meets the CCO purpose of “promoting reinvestment in Downtown Murfreesboro and surrounding neighborhoods” which will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area; and
 - b. The more compact, dense development is desirable in and around downtown and promotes walkability; and

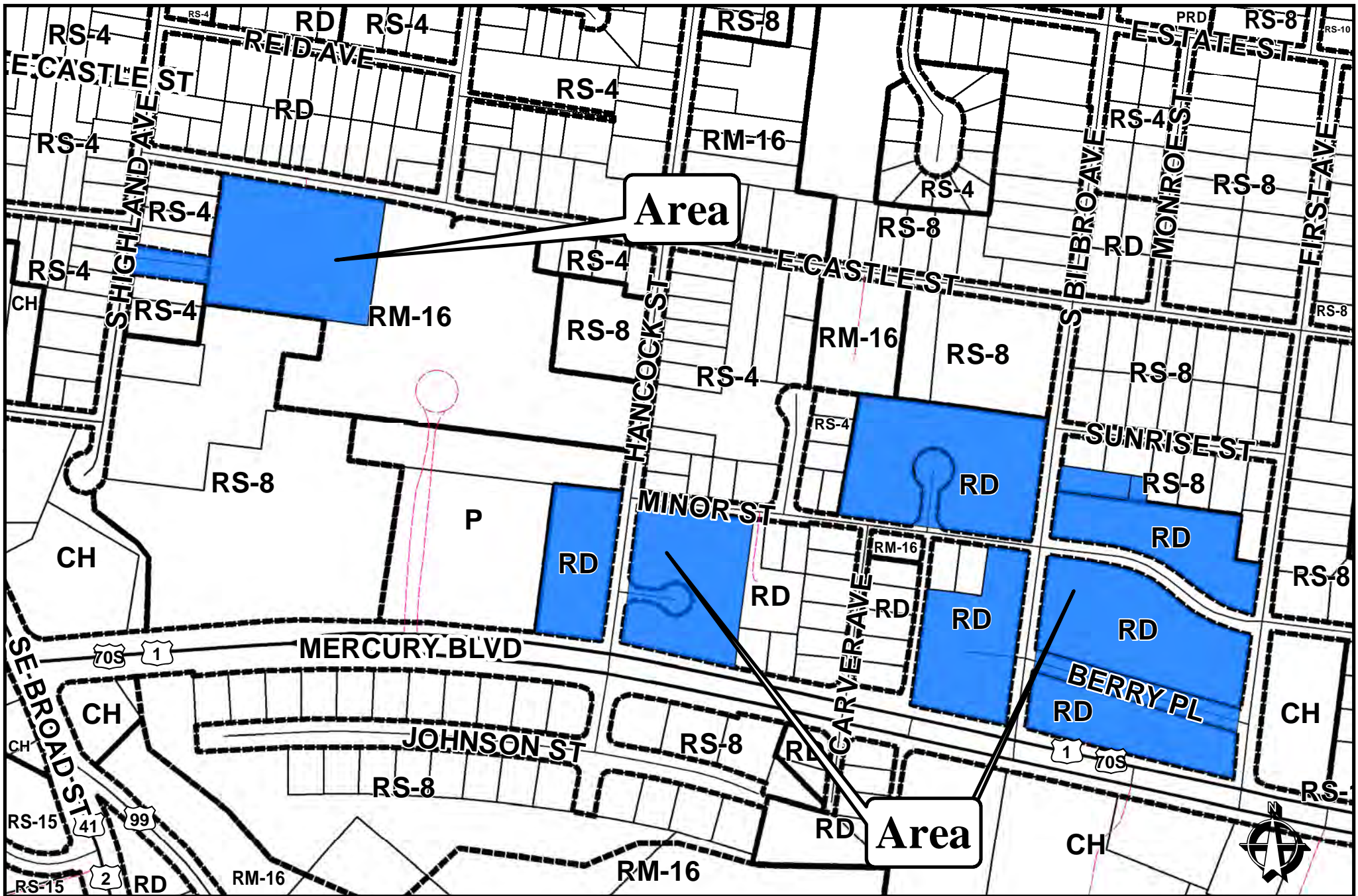
- c. The expansion of First Avenue will allow for a future signal at Mercury to serve the new mixed-use office spaces while improving connectivity and encouraging redevelopment of the adjacent shopping center on the southside of Mercury Blvd; and
- d. The current RM-16 zoning within the Parkside section is generally consistent with the 16.73 units per acre replacement units, while providing more focused open space and improved connectivity to the backside of Patterson Park complex.
- e. However, the zoning plan is generally inconsistent with the recommendations of the Murfreesboro 2035 Comprehensive Plan Suburban Residential Character land use as to density and design, and Planning Commission will need to determine if other attributes of the PUD make it compatible.

2. Staff is supportive of this rezoning request, as to the revised exterior building architecture for the following reasons:

- a. All the building facades are incorporating “base, body, and cap” elements as stated in the Design Guidelines section V. F. Transparency, Articulation and Expression Standard #4 on page 50. The single family detached products accomplish their base by providing raised porches and a small base trim;
- b. The facades of the townhouse and rowhouse buildings feel like larger homes due to their grouping of façades and rooflines, the addition of lower detailed roof features such as columnar porches and window eyebrow features grouping of similar materials.;
- c. Common design elements from adjoining developments are incorporated, respecting the scale, massing, and materials as stated in the Design Guidelines section V. E. Building Composition and Rhythm Standard #2 on page 49;
- d. Building entrances have an appropriate prominence and visibility at the street as stated in the Design Guidelines section V. E. Building Composition and Rhythm Standard #2 on page 49;
- e. Visible sloped roofs maintain similar pitches for all portions of the building as stated in the Design Guidelines section V. I. Roof Design Standard #4 on page 52;

Action Needed

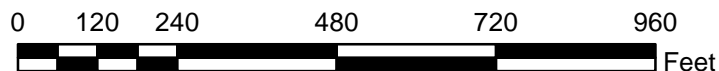
The applicant will be in attendance at the meeting to make a full presentation and share the modified building architecture. The Planning Commission will need to conduct a public hearing on this matter, after which it will need to discuss and then formulate a recommendation to City Council.

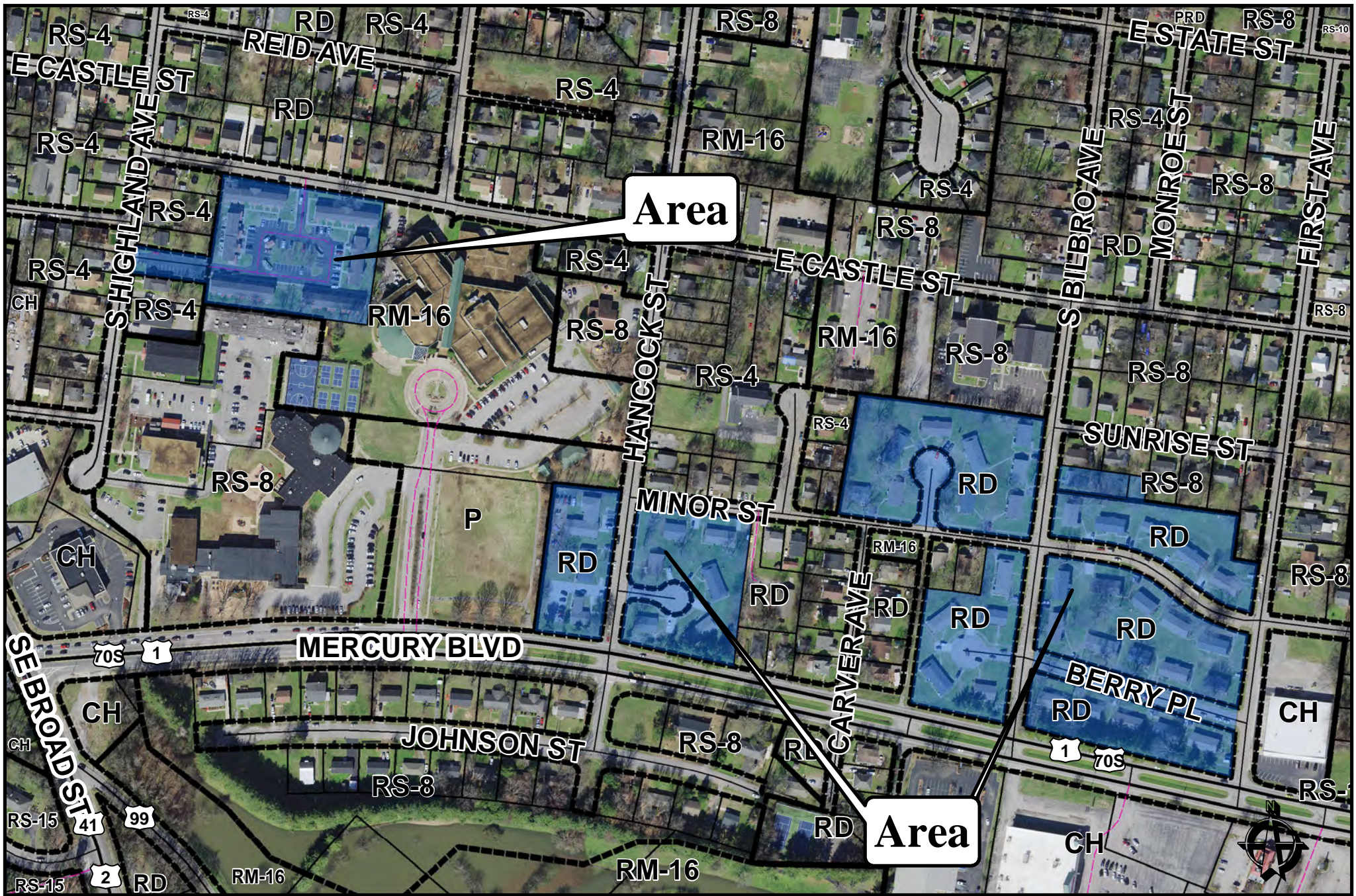


Zoning Request for Property Located along Mercury Boulevard RD, RM-16, RS-8, and CCO to PUD (Mercury Park PUD) and CCO



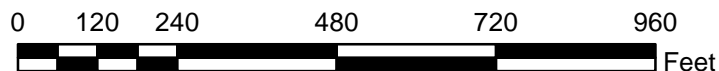
Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





Zoning Request for Property Located along Mercury Boulevard RD, RM-16, RS-8 and CCO to PUD (Mercury Park PUD) and CCO

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





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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: MURFREESBORO HOUSING AUTHORITY, THOMAS ROWE, EXECUTIVE DIRECTOR

Address: 415 N. MAPLE ST. **City/State/Zip:** MURFREESBORO, TN 37130

Phone: 615-225-9477 **E-mail address:** trowe@mh-a-tn.org

PROPERTY OWNER: MURFREESBORO HOUSING AUTHORITY

Street Address or property description: MERCURY COURT AND PARKSIDE

and/or Tax map #: (SEE ATTACHED LIST) **Group:** _____ **Parcel (s):** _____

Existing zoning classification: MERCURY COURT - RD; PARKSIDE - RM-16

Proposed zoning classification: PUD **Acreage:** 17.48

Contact name & phone number for publication and notifications to the public (if different from the applicant): MARGARET L. BUTLER, MCCARTY HOLDABLE MCCARTY 865-357-5441
E-mail: mbutler@mhmine.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 4/22/21

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

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

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

1. Tax Map 120D, Group "H", Parcel 1.00
2. Tax Map 120D, Group "H", Parcel 2.00
3. Tax Map 120D, Group "H", Parcel 3.00
4. Tax Map 120D, Group "H", Parcel 8.00
5. Tax Map 120D, Group "G", Parcel 9.00
6. Tax Map 120D, Group "J", Parcel 22.00
7. Tax Map 103A, Group "N", Parcel 22.00
8. Tax Map 103A, Group "N", Parcel 23.00



Date: September 21, 2021
Sent via email to: hsmyth@murfreesboron.gov
Re: Pattern Book Changes Mercury Park Masterplan PUD
Project: No. 2021-414

Here is a summary of the changes to the Program Book for the September 30, 2021 City Council Public Hearing, as compared to the booklet reviewed by the Planning Commission at their August 4, 2021 public hearing to address outstanding staff comments as the Commission directed as follows:

- Clarified the Planned Unit District (PUD) exceptions being requested on to be bulletized and/or in red text under item tie to zoning entitlements (page 112)
- Clarified front setbacks and ROW along S. Hancock Street to be 5' from the existing 60' ROW along the westerly side of the street, with a potential future Mandatory Referral request to change the ROW to 50' (which would allow 10' front setback) to match adjacent ROW along Minor Street (pages 58, 59, and 67)
- Clarified there will be a minimum of 10' between buildings when on the same lot/parcel of record (pages 58, 59 and 112)
- Added fencing details (page 74)
- Clarified that single family detached and duplex units will be "18" base typical, which serves as the base on those unit types (pages 79 and 80)
- Incorporated elevations for corner lots showing 3-sided wrap around porches (pages 79 and 80)
- Duplex style added a new building with the top floor incorporating double dormers to add roof variety (page 80)
- Enclosed exposed staircases on townhome and rowhouse elevations and plans (pages 83, 84, and 85)
- Added building bases to townhome and rowhouse elevations missing a base (with some first story units that are all brick being allowed to vertically flow to the base as allowed by design guidelines) and added side elevation detail (pages 81 through 85)
- The mixed use building has added a second, direct path to the main entry doors, utilizes the whole ground floor as the base as allowed by design guidelines, and an image of the intended corbeling detail has been added (pages 86-88)
- Enlarged bus stop plan has been added and added note that the specific detail will be coordinated during Site Plan Review (page 54)
- Updated various grammar verbiage to be consistent throughout
- Specific items from streets, engineering, fire & solid waste departments with site level specificity will be handled during Site Plan Review as construction phases are moved forward

Sincerely,
McCarty Holsaple McCarty Architects, Inc.

Margaret Butler, Principal, AIA, LEED AP



MERCURY PARK REDEVELOPMENT MASTER PLAN

MURFREESBORO HOUSING AUTHORITY

Planned Unit District

ORIGINAL SUBMISSION - MAY 13, 2021 | RESUBMITTAL JUNE 2, 2021

2ND SUBMISSION - JUNE 17, 2021 | RESUBMITTAL JULY 7, 2021 | RESUBMITTAL 07/13/2021

AUGUST 4, 2021 PLANNING COMMISSION | RESUBMITTAL 09/09/2021 & 09/21/2021

CITY COUNCIL PUBLIC HEARING 09/30/2021



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DEVELOPMENT TEAM

OWNER

Murfreesboro Housing Authority
415 N. Maple Street
Murfreesboro, TN 37130

ARCHITECT

McCarty Holsaple McCarty Architects, Inc.
550 W Main Street Suite 300
Knoxville, TN 37902

PLANNING AND ENGINEERING

Landscape Architecture

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100 East Vine St. Suite 402
Murfreesboro, TN 37130

Civil & Traffic Engineering/Survey

Huddleston-Steele Engineering
2115 NW Broad Street
Murfreesboro, TN 37129

COMMUNITY RELATIONS

Sterling Communications
615.945.4794
terri@terristerling.com

DEVELOPMENT CONSULTANT

Vaughn Development
113 Page Road
Nashville, TN 37205



SECTION ONE \ Project Overview

PROJECT OVERVIEW

INTRODUCTION

The Mercury Park Master plan effort was a planning and design process to re-imagine, redevelop, and replace the affordable housing neighborhoods of Mercury Court and Parkside in Murfreesboro, Tennessee. The resulting master plan outlined herein is expected to be implemented in two-phases. The first phase will include removal and replacement of the 46 housing units on the Parkside property and a later phase will remove 74 housing units, one clinic, and one daycare, and provide 127 new homes and commercial uses in the form of the relocated clinic and Murfreesboro Housing Authority offices on the Mercury Court property. **The goal of the master plan is that this neighborhood will be designed in such a way as to address the commercial importance and scale of Mercury Boulevard while allowing the new development to transition to fit with the smaller residential scale of the existing neighborhood. The incorporation of smaller pocket parks and public green spaces on all blocks of the new development provide healthy and inviting outdoor spaces to be enjoyed by residents and guests alike.**

PROJECT OVERVIEW

Based on community feedback, the master plan strives to complement the surrounding homes, provide a range of housing opportunities, create open green spaces, link to Patterson Park and address the scale of Mercury Boulevard.

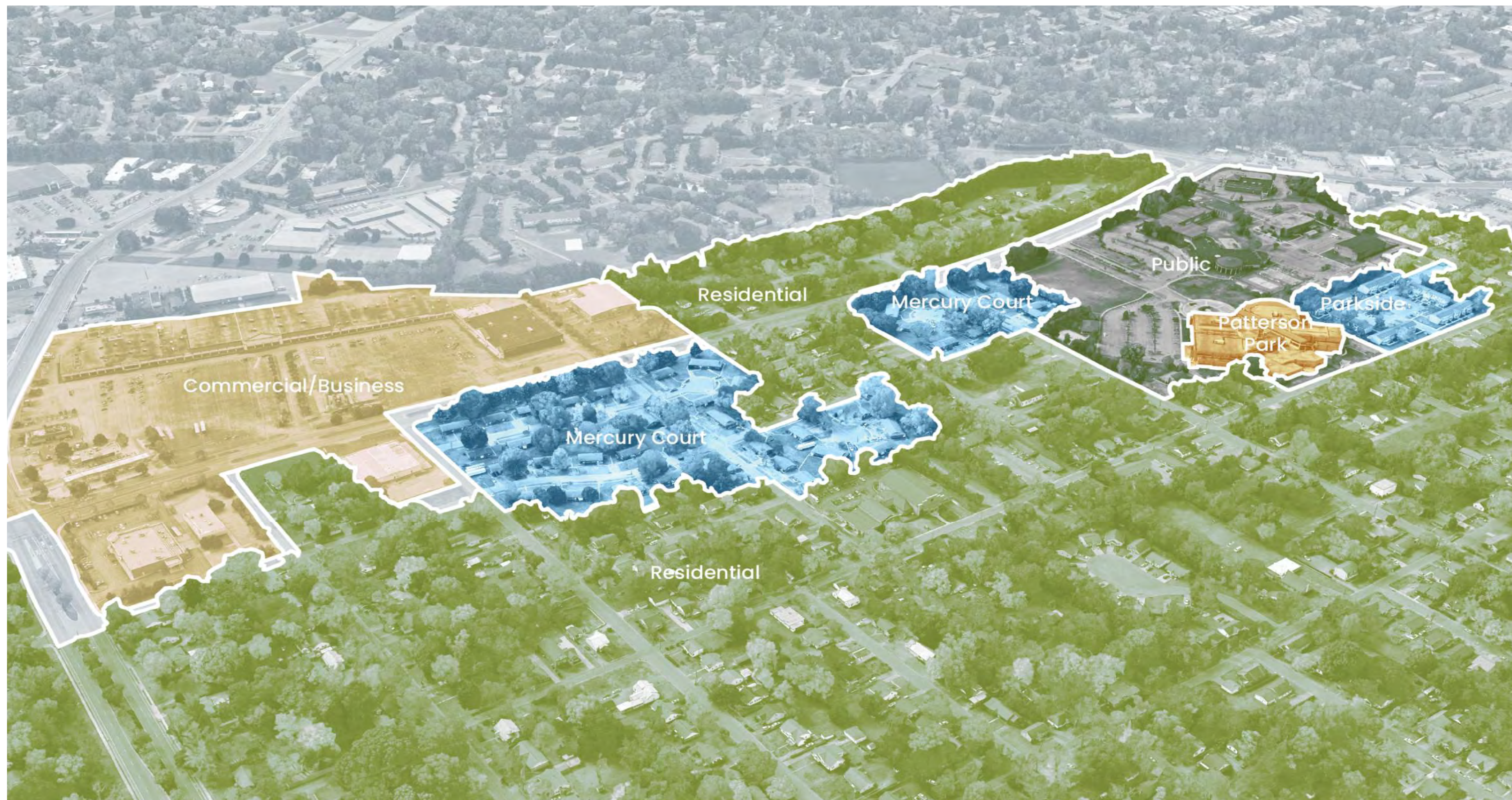
The current parcels contain 17.48 acres in total. 1 parcel of 2.78 acres will be developed as Phase 1 at Parkside and a total of 8 parcels containing 14.7 acres (prior to 1.33 acres of abandonments) over 3 non-contiguous blocks and will be developed as Mercury. The current daycare on the Mercury property will be closed and the current Hope Clinic at the corner of Hancock and Mercury Blvd. will be provided a new home in the 3 story mixed-use building planned at the corner of 1st Avenue and Mercury Boulevard. It will contain not only the relocated Hope Clinic (medical), but also a new corporate headquarters/offices for MHA and one level of 1-bedroom apartments on the upper/3rd level.

The Parkside property of the master plan will be developed with groupings of rowhouses focused on a central green space which connects to the walkways of adjacent Patterson Park. Two-story rowhouses address E. Castle St. and parking is provided to the east and west sides of the site for easy access by residents. The architectural style will reflect a simplified traditional aesthetic which uses traditional roof forms and materials with details which relate to the public, commercial and simply adorned/styled homes nearby.

The Mercury property provides a transition from the scale and commercial focus of Mercury Boulevard to the tight residential scale of the neighborhood to the north. Neighborhood pocket parks are a highlighted feature of the plan and provide planned green spaces which are nearby for all residents to enjoy. Single family and duplex homes will line Minor Street and north of Minor along S. Bilbro Ave. Rowhouses and townhomes will be primarily featured in the first block off Mercury Boulevard to address the scale of the four-lane street. At the corner of 1st Avenue and Mercury Blvd, the 3-story mixed-use building will pick up on some of the materials used throughout the neighborhood and will also provide a larger scale which relates to neighboring public and commercial structures.

- ROW Abandonments - Mandatory referrals will be required for the development of Mercury Court because four right-of-ways will need to be abandoned:
1. Berry Place from First Avenue to South Bilbro Avenue.
 2. Berry Place cul-de-sac west of South Bilbro Avenue.
 3. Burns Court cul-de-sac north of Minor Street.
 4. Essex Court cul-de-sac east of Hancock Street.

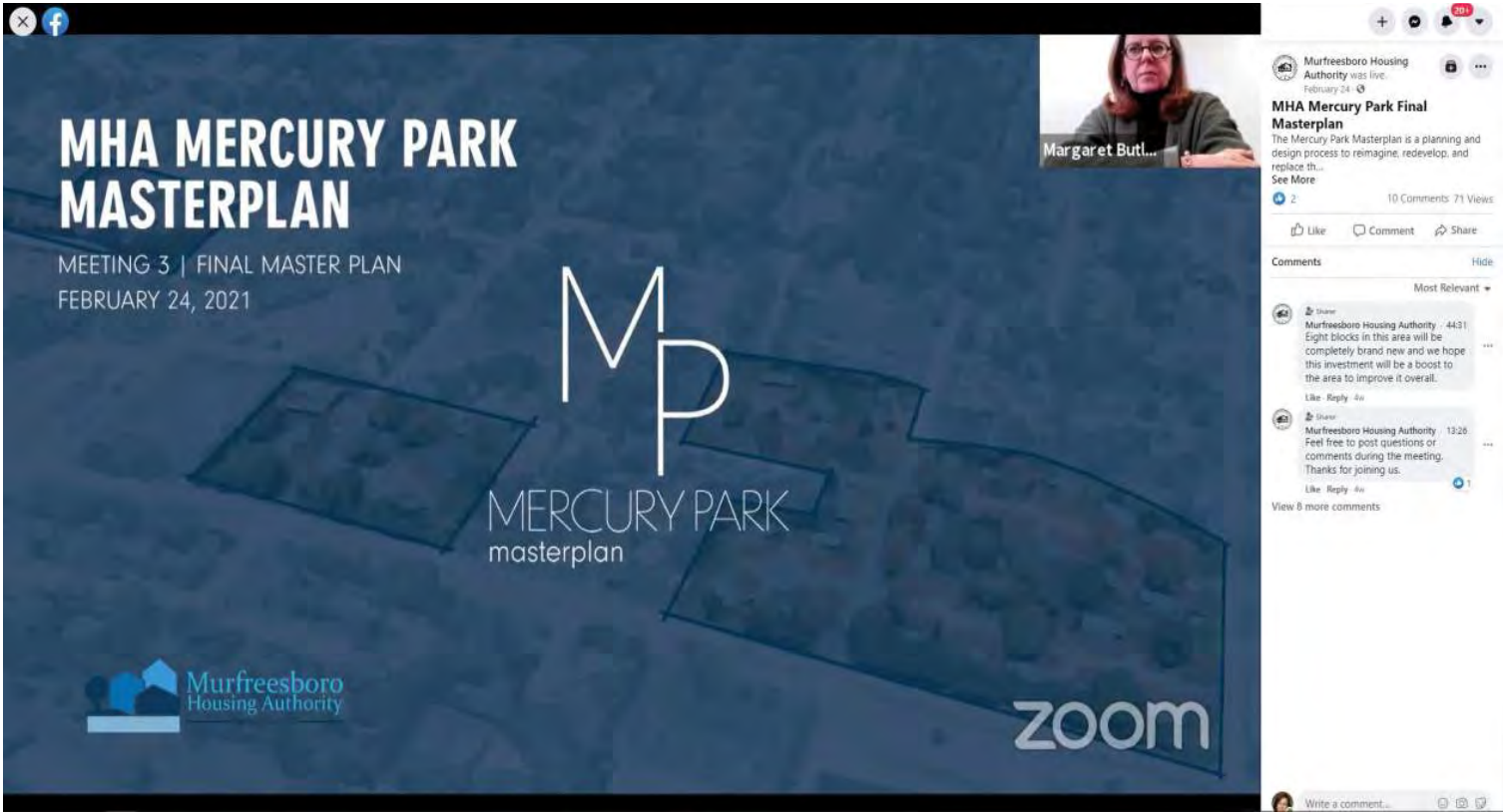
Easements for utilities within these right-of-ways may be retained until the final utility design is provided to determine if these utilities should remain or be replaced, relocated, or abandoned. It is worth noting that the alley directly across from Burns Court at Minor Street that heads south to Mercury Boulevard (shown as Stephens Ave. on plat recorded in Deed Book 95, page 215) is not a part of Murfreesboro Housing Authority property and will not be included in any design, changes, or abandonment as part of the Mercury Court development.



SECTION TWO | Existing Conditions / Process / Policy

2021 Mercury Park Master Plan Process |
Engaging the City, Residents & Community

	MEETING 1 Information Gathering		MEETING 2 Feedback on Concepts		MEETING 3 Presentation/MP Completion		Master Plan Pattern Book
<i>all times are CST</i>	Wednesday Jan 27	Thursday Jan 28	Wednesday Feb 10	Thursday Feb 11	Wednesday Feb 24	Thursday Feb 25	31-Mar
7:00 AM		Travel		Travel			
8:00 AM	Production		Production		Production	Travel	
9:00 AM							
10:00 AM	Virtual Meetings with City Depts/Utilities	Set-up/Team meeting MHA	Follow-up Virtual Meetings with City Depts/Utilities/ Stakeholders as needed	Set-up/Team meeting MHA	Virtual Presentation with City Depts/Utilities/ Stakeholders		
11:00 AM	Production		Production			Set-up	
12:00 PM		Board lunch		Board lunch		Board lunch/ presentation	
1:00 PM		Set-Up at Patterson			Production		
2:00 PM		In-Person Resident Meetings atPatterson		In-Person Resident Meetings MHA or Patterson		In-Person Resident Meetings MHA or Patterson	
3:00 PM		Team Discussion/break		Breakdown		Breakdown	
4:00 PM		In-Person Resident Meetings at Patterson		Team Wrap- up/Travel		Team Wrap- up/Travel	
5:00 PM	Virtual Public Zoom Meeting		Virtual Public Zoom Meeting		Virtual Public Zoom Meeting		
6:00 PM	Team Wrap-up		Team Wrap-up		Team Wrap-up		
7:00 PM		Team Wrap- up/Travel					
8:00 PM							
9:00 PM							



The design team for the Murfreesboro Housing Authority used a creative and engaged two-month community process patterned after the National Charrette Institute guidelines to garner community input which shaped the design and details of the masterplan included herein. Due to the COVID-19 pandemic, most of these engagement had to be held virtually through ZOOM webinars. Three in-person resident meetings were held. Illustrated here is the sequence of 12 resident/city/public engagement meetings that were held and the schedule on each day.

At each public, resident and stakeholder meetings notes were taken with scribes and the team recorded all comments from the public meetings illustrated in the chart to the left.

PROCESS

Charrette Schedule



INFORMATION GATHERING

Charrette Phase 1 – January 27/28

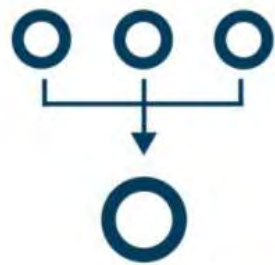
The first phase of the master plan process is to gather big-picture input from the residents, neighbors, and community to establish a shared vision of what the future of the Mercury Park area should look and feel like.



INITIAL DESIGN OPTIONS

Charrette Phase 2– FEBRUARY 10/11

In the second phase of the master planning process the design team will develop multiple masterplan options in response to the shared vision and preferences. These options will be presented for further input and discussion.



FINAL MASTER PLAN

Charrette Phase 3 – FEBRUARY 24/25

In the final phase of the master planning process the design team will develop a final master plan based on preferences and selections from the options that were previously presented.

mercuryparkmasterplan.com



Online Surveys



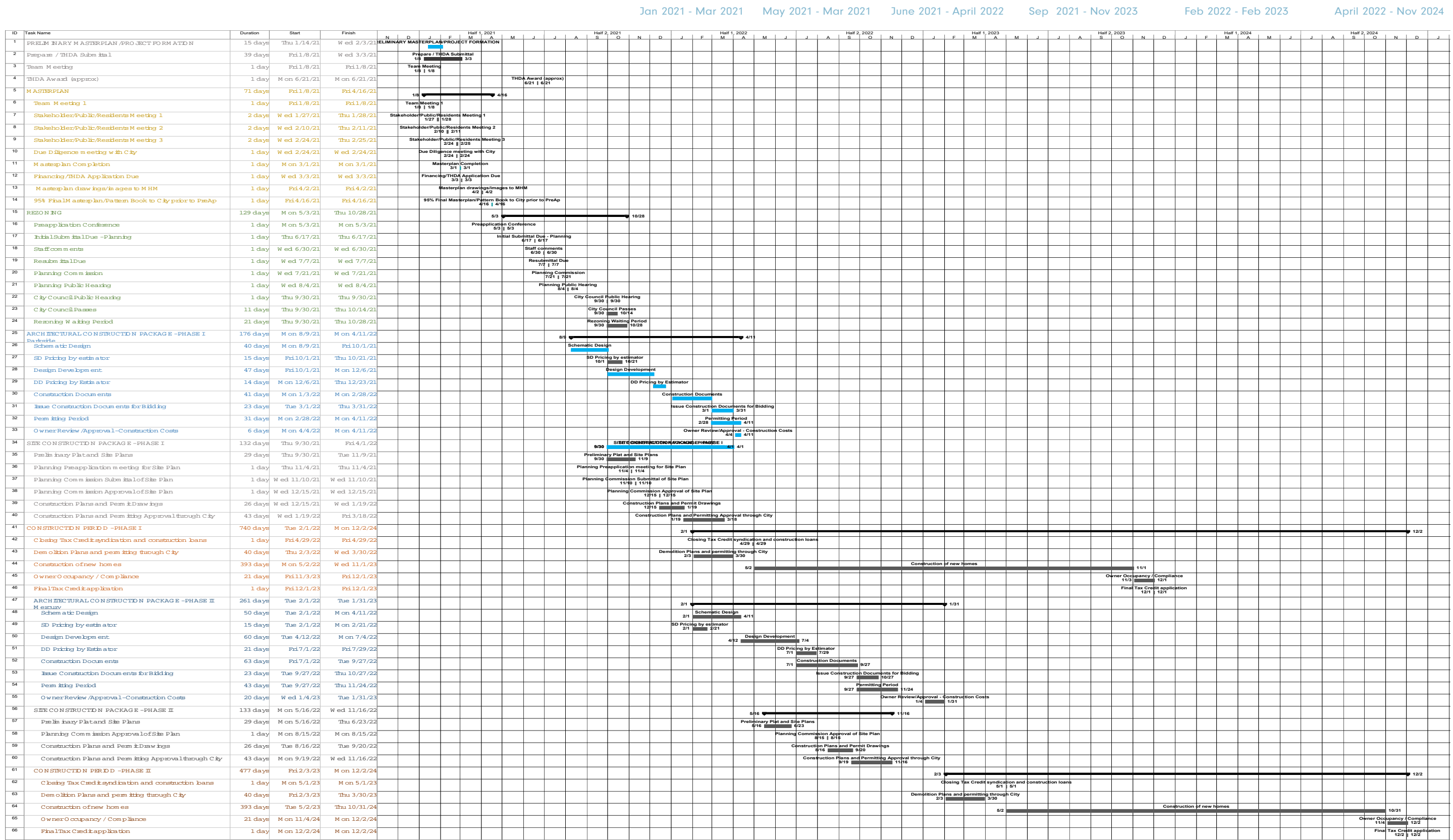
Interactive Digital Whiteboards

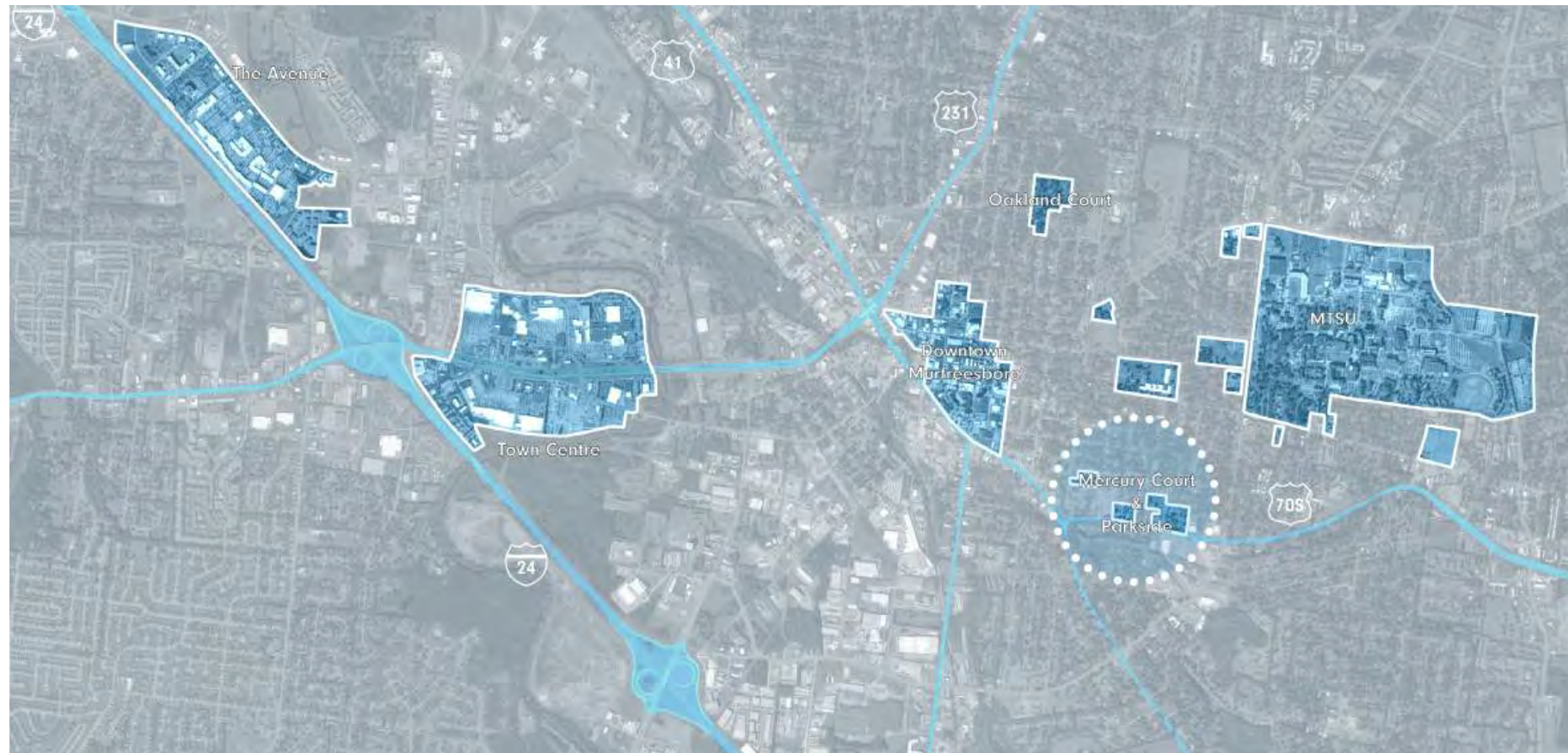


The description to the left illustrates the 2-month charette-based virtual masterplanning process which was implemented. In January the team engaged residents, stakeholder groups and the public to garner input about the project. In February the design team brought options and ideas back to the public and residents in an online ZOOM webinar/charette, received feedback and worked until late February to refine a selected scheme. With final feedback the design team hosted the final online webinar and onsite meetings in late February to present the final masterplan. The timeline goal was to complete the masterplan before a Tennessee Housing Development Agency (THDA) application for Low Income Housing Tax Credits (LIHTC) was to be submitted on 3/4/21 to acquire capital funding for the project.

PUBLIC ENGAGEMENT

MERCURY PARK MASTERPLAN / PROJECTED TIMELINE



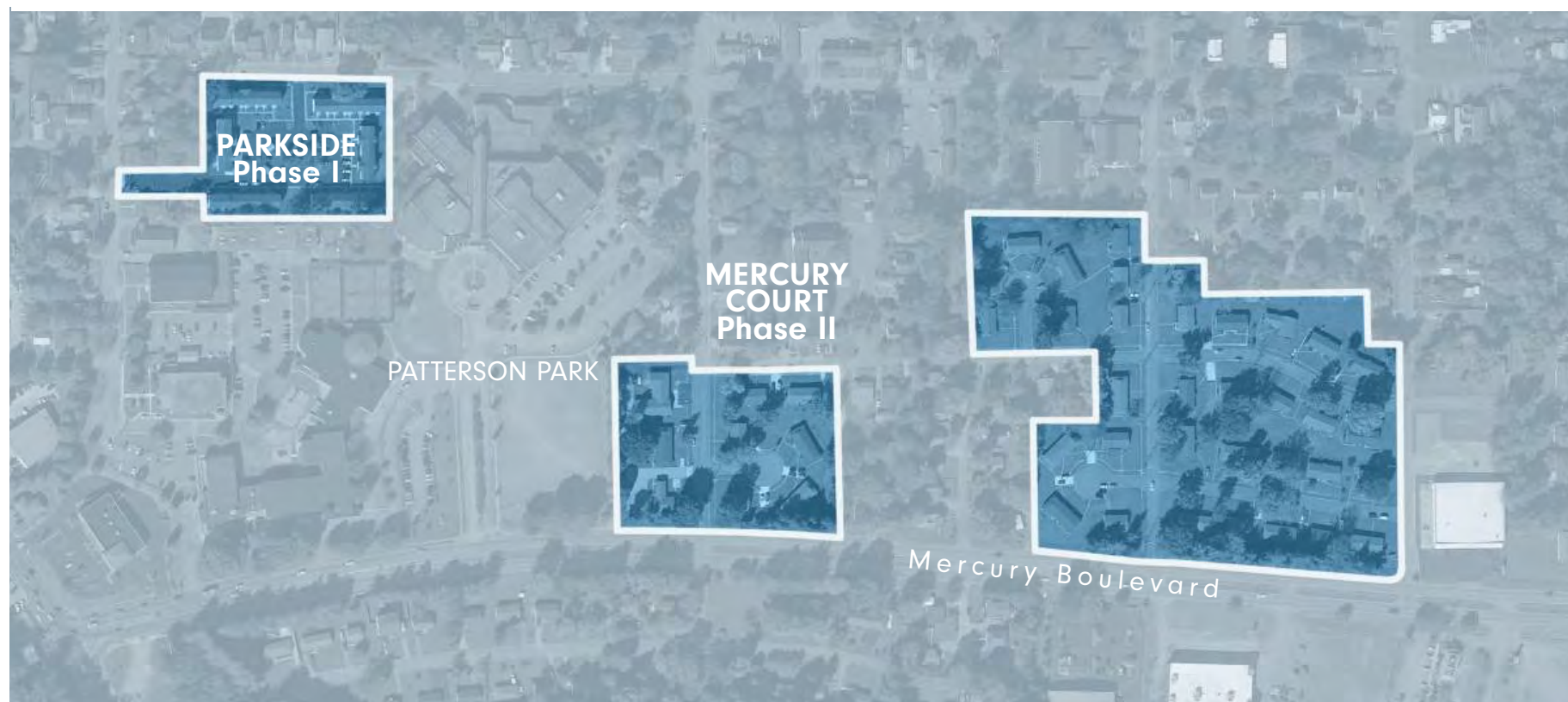


The Mercury Park community is situated southeast of downtown Murfreesboro and triangulated to the northeast with MTSU. It forms an impressive edge along Mercury Boulevard as communities from the East travel in to Murfreesboro.

The Parkside property is embedded into the residential fabric of Murfreesboro and is bound by residential properties, but the Patterson Park Community Center to the east provides a wealth of community resources literally in its backyard.

The two properties of the Mercury site front Mercury Boulevard and have a greater presence to the community of Murfreesboro. The commercial property of Mercury Plaza across the busy boulevard establishes a different scale of commercial activity and architecture.

MHA's funding for this overall development will factor into the phasing. Parkside will be developed as PHASE I with funding anticipated in 2022. The Mercury properties will be developed as PHASE II. It is not known at this time whether it will be developed as one or multiple sub phases and it will depend on funding through multiple sources through MHA.



SITE LOCATION/PHASING/CONTEXT

EXISTING SURVEY - MERCURY



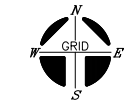
NOTES

1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in Excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-551-1111.
2. Underground utilities shown were located using available aboveground evidence, as well as from information obtained from the respective utility companies. The existence or nonexistence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
3. This property may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.

LEGEND

- Power Pole
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Reducer
- Water Valve
- Water Meter
- Concrete Thrust Block
- Existing Water Line
- Proposed Water Line
- Existing Sanitary Sewer Line
- Proposed Sanitary Sewer Line
- Existing Stormwater
- Existing Catch Basin
- Existing Manhole
- Proposed Manhole
- Sewer Line Check Dam
- Existing Contours
- Proposed Contours
- Existing Spot Elevations
- Proposed Spot Elevations
- Siltation Fence
- (to be installed before grading and left in place until a good stand of grass is established over all disturbed areas.)
- Siltation Fence (Initial Measure)
- Siltation Fence (Once Constructed)
- Turf Reinforcement Mat
- Stone Check Dam

- LEGEND
- IRON PIN SET (1/2" REBAR WITH STAMPED "H-S ENGR")
 - IRON PIN FND.
 - CHIC. MONUMENT FOUND
 - FENCE



THIS SURVEY IS A TOPOGRAPHIC SURVEY FOR INFORMATION ONLY AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-.07.

FOR REVIEW ONLY

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

EXISTING CONDITIONS

MERCURY-PARKSIDE

20th CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: APRIL, 2021 | SCALE: 1"=50' | SH. 1 OF 3

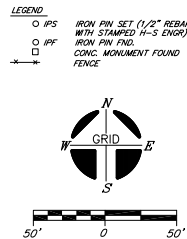
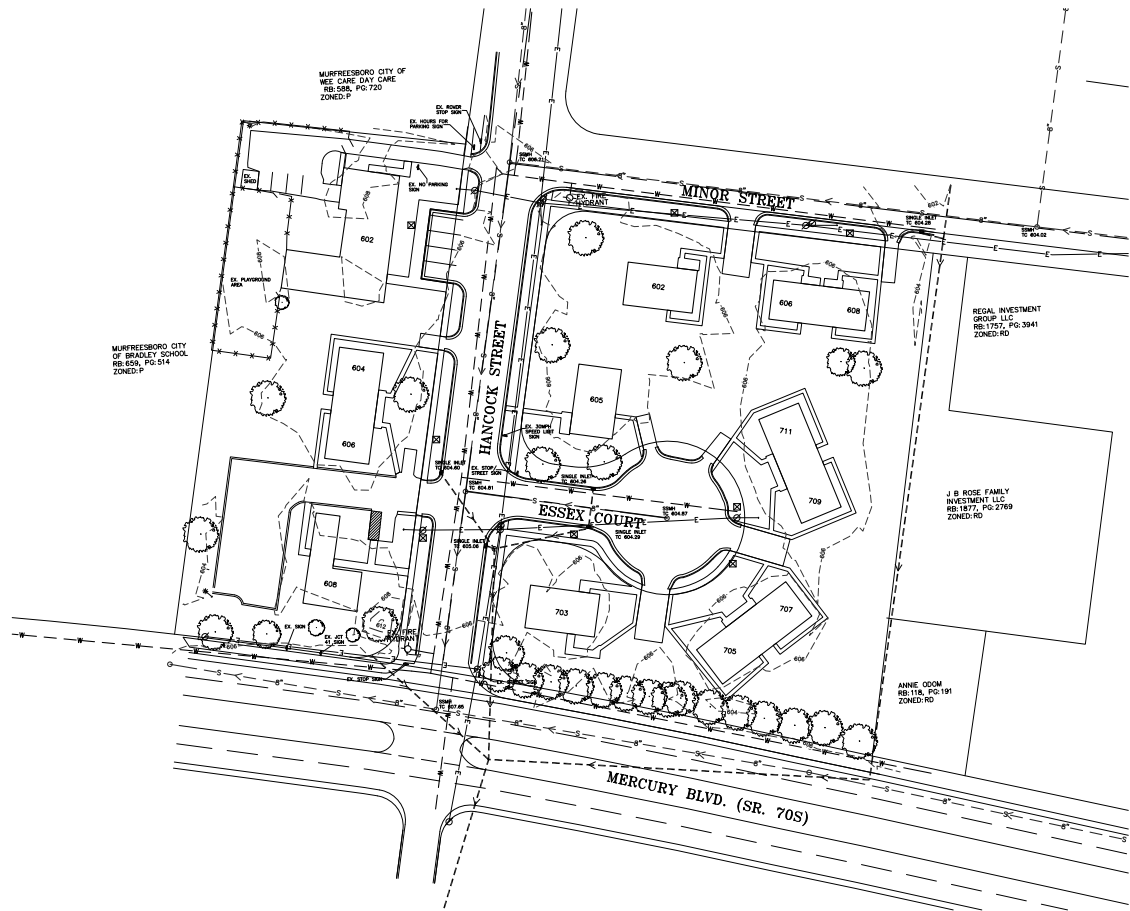
OWNER: MURFREESBORO HOUSING AUTHORITY
ADDRESS: 415 N. MAPLE STREET
MURFREESBORO, TN, 37130

TAX MAP: 102D, GROUP "H", PARCEL: 1.00
TAX MAP: 102D, GROUP "H", PARCEL: 2.00
TAX MAP: 102D, GROUP "H", PARCEL: 3.00
TAX MAP: 102D, GROUP "H", PARCEL: 8.00
TAX MAP: 102D, GROUP "H", PARCEL: 9.00
TAX MAP: 102D, GROUP "H", PARCEL: 22.00
TAX MAP: 103A, GROUP "H", PARCEL: 22.00
TAX MAP: 103A, GROUP "H", PARCEL: 23.00

MAP NUMBER: 47149C0260H

DATED: JANUARY 5, 2007 ZONE: X

NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOWN AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.



OWNER: MURFREESBORO HOUSING AUTHORITY
ADDRESS: 415 N. MAPLE STREET
MURFREESBORO, TN. 37130
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TAX MAP: 1020, GROUP "H", PARCEL: 3.00
TAX MAP: 1020, GROUP "H", PARCEL: 6.00
TAX MAP: 1020, GROUP "H", PARCEL: 9.00
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EXISTING SURVEY - MERCURY



LOCATION MAP
N.T.S.

NOTES

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0820-3-.07.

FOR REVIEW ONLY

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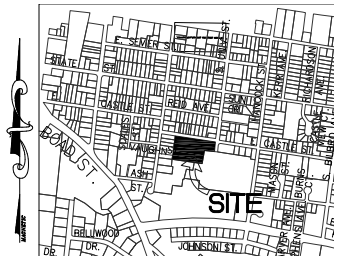
EXISTING CONDITIONS

MERCURY-PARKSIDE

20th CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: APRIL 2021 SCALE: 1"=50' SH. 2 OF 3

EXISTING SURVEY - PARKSIDE



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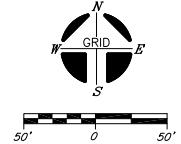
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EXISTING CONDITIONS

MERCURY-PARKSIDE

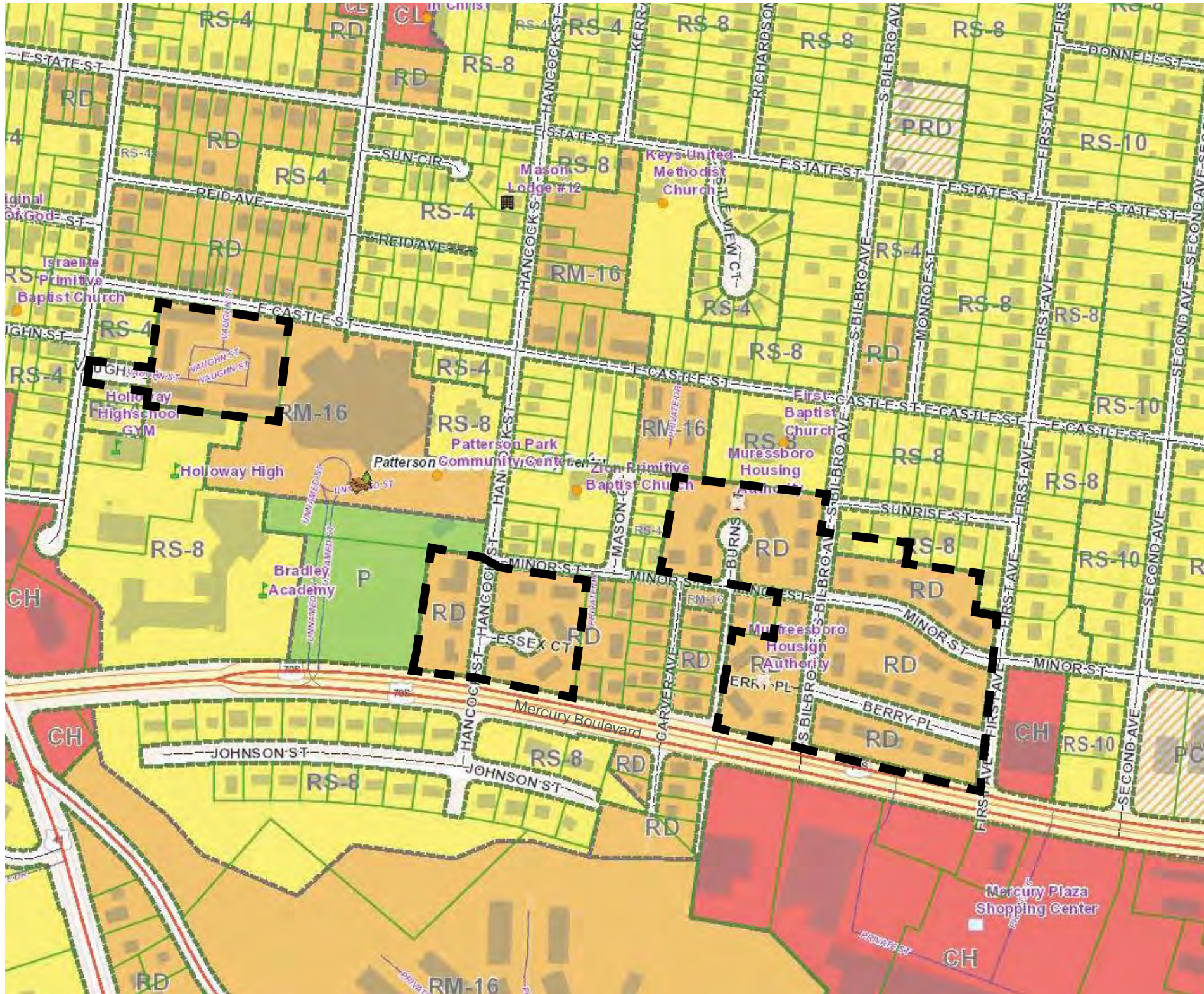
20th CIVIL DISTRICT - RUTHERFORD COUNTY - TN.
DATE: APRIL, 2021 SCALE: 1"=20' SH. 3 OF 3

- LEGEND
- IRON PIN SET (1/2" REBAR WITH STAMPED H-S ENGR)
 - IRON PIN FND CONC. MONUMENT FOUND FENCE



OWNER: MURFREESBORO HOUSING AUTHORITY
ADDRESS: 415 N. MAPLE STREET
MURFREESBORO, TN 37130
TAX MAP: 102D, GROUP "H", PARCEL: 1.00
TAX MAP: 102D, GROUP "H", PARCEL: 2.00
TAX MAP: 102D, GROUP "H", PARCEL: 3.00
TAX MAP: 102D, GROUP "H", PARCEL: 8.00
TAX MAP: 102D, GROUP "H", PARCEL: 9.00
TAX MAP: 102D, GROUP "H", PARCEL: 22.00
TAX MAP: 103A, GROUP "N", PARCEL: 22.00
TAX MAP: 103A, GROUP "N", PARCEL: 23.00

MAP NUMBER: 47149C0260H
DATED: JANUARY 5, 2007 ZONE: X
NOTE: THIS PARCEL IS SUBJECT TO ALL EASEMENTS AS SHOWN AND ANY OTHER EASEMENTS AND/OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL.



EXISTING ZONING

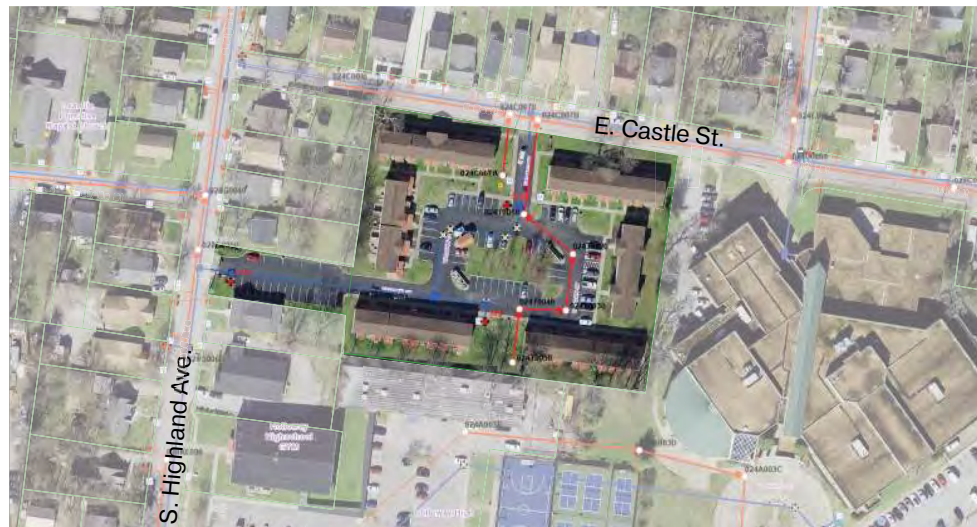
THE EXISTING ZONING OF THE PROPERTY IS RD - DUPLEX RESIDENTIAL DISTRICT RS-8 AND RM-16 WITH A CITY CORE OVERLAY (CCO) DISTRICT.

THE PROPERTIES ARE SURROUNDED BY RD, RS-4, RS-8, RM 16, P AND CH.

PUD (PLANNED UNIT DISTRICT) ZONING IS REQUESTED WITH THIS SUBMITTAL.





PROJECT BOUNDARY

	CBD		PCD
	CF		PID
	CH		PND
	CL		PRD
	CM		PUD
	CM-R		R-MO
	CM-RS-8		RD
	CP		RM-12
	CU		RM-16
	H-I		RM-22
	L-I		RS-10
	MU		RS-12
	OG		RS-15
	OG-R		RS-4
	P		RS-6
	RS-A1		RS-8
	RS-A2		



EXISTING UTILITIES



- | | |
|---|----------------|
|  | WATER |
|  | SANITARY SEWER |
|  | GAS |
|  | ELECTRIC |



MAJOR TRANSPORTATION PLAN

SITES ARE SERVED BY MAJOR ARTERIAL MERCURY BOULEVARD.

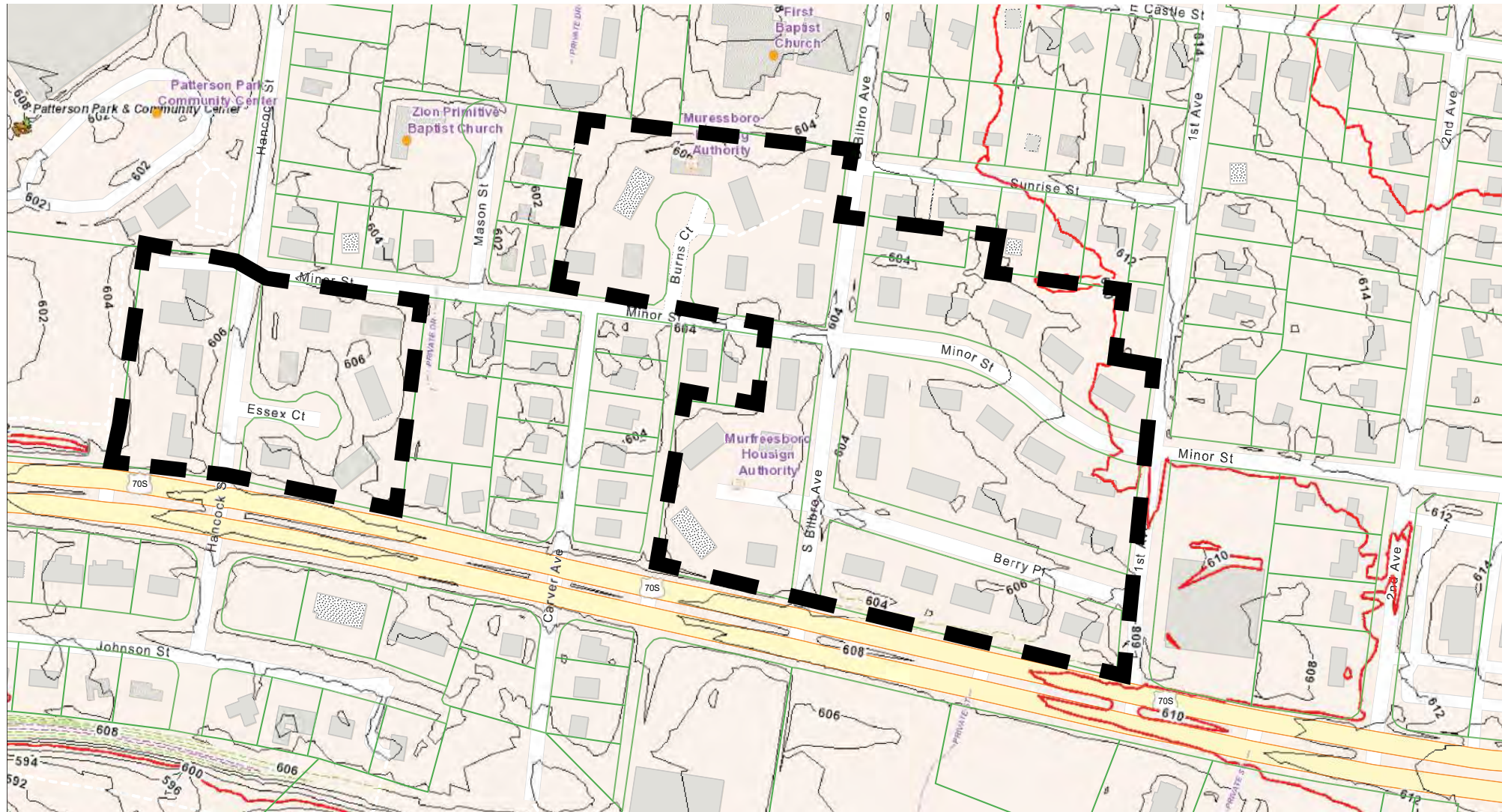
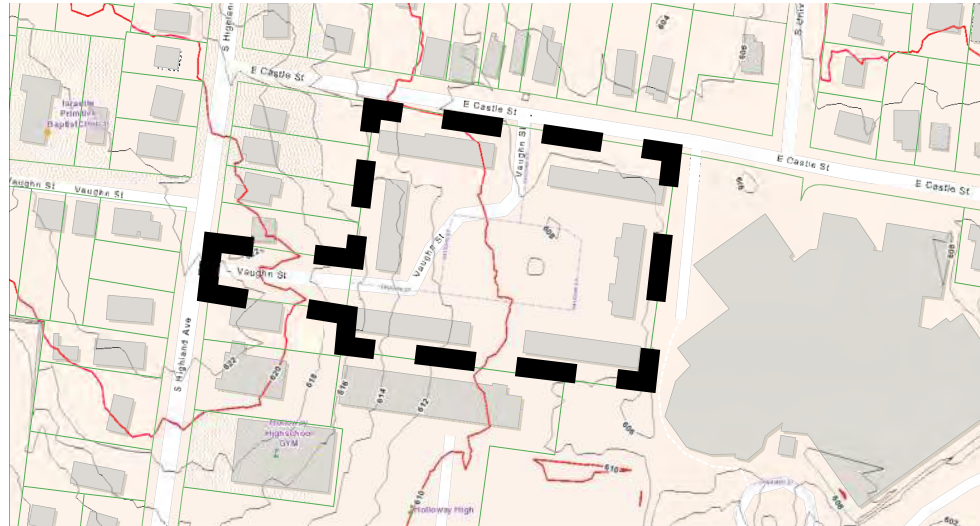
THE IMPROVEMENTS ARE CONSISTENT WITH THE MAJOR TRANSPORTATION PLAN.



GREENWAYS, BLUEWAYS, AND BIKEWAYS MASTERPLAN

- City Proposed Bike Lane
- City Proposed Bike Route

- MAJOR ARTERIAL (5 LANE) | Mercury Boulevard
- RESIDENTIAL COLLECTOR (2 LANE) | S. University Street
- COMMUNITY COLLECTOR (2 LANE) | S. Highland Ave.
- COMMERCIAL COLLECTOR (2 LANE) |



THE TOPOGRAPHY OF THE SITE IS RELATIVELY FLAT, AND SOME STORMWATER CHALLENGES EXIST IN THE AREA OF MINOR ST. AND S. BILBRO. THE DESIGN TEAM IS WORKING WITH THE CITY TO BETTER UNDERSTAND AND REMEDY THE CHALLENGES IN THIS AREA.

TOPOGRAPHY



STORMDRAINS



MURFREESBORO GENERAL
PLAN MAP

The future land use map contained in the **Murfreesboro 2035 Comprehensive Plan (excerpt of cover graphic below,)** which was adopted in July 2017, recommends that the subject property develop with a Suburban Residential land use character (see excerpt from the future land use map below). This classification intends to serve as a transition from rural to urban residential development and is predominantly located along the periphery of the City. This character type includes small acreages or large lot estate development, or may also be smaller lots clustered around common open space. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation with 2.0-3.54 dwelling units per acre as the recommended density. Development types within this land use character include detached residential dwellings and Planned developments (e.g., Auto-Urban attached residential) but with increased open space to preserve a suburban character setting.”

It also seeks to provide "Planned developments to provide other housing types (e.g., Auto-Urban attached residential) but with increased open space to preserve a suburban character setting."

In the “Auto-Urban Residential” land use character, density ranges from 3.53 to 8.64 dwelling units per acre. This designation allows detached and attached housing types (subject to compatibility and open space standards, e.g., duplexes, triplexes, townhomes, patio homes). Planned developments are allowed “with a potential mix of housing types and

varying densities, subject to compatibility and open space standards. “

The Mercury section of the development has a density of 8.51 units per acre with several large open space areas incorporated throughout. The Mercury section appears to be consistent with the layout and density of the Auto-Urban Residential land use character as a Planned Development.

The Parkside section of the proposed PUD area has a density of 16.73 units to the acre consisting of townhouses and rowhouses around a central pocket park courtyard. This more intense multi-family residential land use is not consistent with the Suburban Residential land use character, as its density exceeds what is recommended. However, the units are being designed to break down the scale of the buildings and provide design and scale compatible with the surrounding homes as well as the Patterson Park Community Building.

NOTE THE SITES HIGHLIGHTED ARE IN THE "SUBURBAN RESIDENTIAL" AREA. THE MASTER PLAN IS INTENDED TO RESPECT THE EXISTING NEIGHBORHOOD SCALE AND PROVIDE A TRANSITION TO THE ADJACENT INSTITUTIONAL AND COMMERCIAL PROPERTIES.

FUTURE LAND USE





AERIAL MAP OF SURROUNDING USES

200'



EXISTING PHOTOGRAPHS - PARKSIDE

- 1 LOOKING WEST ON E. CASTLE AT VAUGHN
- 2 LOOKIING EAST ON E. CASTLE ST
- 3 PARKSIDE ON E. CASTLE ST.
- 4 LOOKING NORTHEAST TO PARKSIDE PROPERTY ACROSS PRIVATE PROPERTY
- 5 SOUTH PROPERTY BETWEEN PARKSIDE AND SCHOOL PROPERTY
- 6 LOOKING NORTH BETWEEN PATTERSON PARK COMMUNITY CENTER AND PARKSIDE



EXISTING PHOTOGRAPHS - MERCURY COURT

- 7 LOOKING EAST TO MHA PROPERTY FROM PATTERSON PARK
- 8 CORNER OF HANCOCK ST. AND MINOR ST.
- 9 LOOKING EAST ON ESSEX COURT
- 10 LOOKING NORTH TO PATTERSON PARK AT PROPERTY LINE
- 11 LOOKING NORTH ON HANCOCK FROM MERCURY BLVD.
- 12 NORTH PROPERTY EDGE AT FIRST BAPTIST CHURCH



EXISTING PHOTOGRAPHS - MERCURY COURT

13 CUL DE SAC AT MINOR ST. AND BURNS

14 LOOKING WEST ON MINOR ST.

15 LOOKING NORTH ON S. BILBRO AT MINOR

16 LOOKING SOUTH ON FIRST TOWARD MERCURY BLVD.

17 LOOKING SOUTH FROM MINOR ST. AT UTILITY EASEMENT (ACROSS FROM BURNS CT.)

18 SOUTH FROM MINOR ST. AT PROPERTY LINE



EXISTING PHOTOGRAPHS - MERCURY COURT

- 19 LOOKING TO BERRY COURT OFF S. BILBRO
- 20 LOOKING NORTH ON CARVER AVE. FROM MERCURY BLVD.
- 21 LOOKING NORTH ALONG PROPERTY LINE/UTILITY EASEMENT FROM MERCURY BLVD,
- 22 LOOKING WEST ON MERCURY BLVD.
- 23 LOOKING NORTH ON FIRST FROM MERCURY BLVD.
- 24 CORNER OF FIRST AVE. AND MERCURY BLVD.





The overall Mercury Park masterplan site is comprised of three separate non-contiguous areas containing 9 parcels. Parkside is apartment style with 46 units in 6 buildings with a mix of 1-, 2-, 3-, and 4-bedroom units. Parkside is located on E. Castle street and will be developed as PHASE I by replacing the 46 units currently on the 2.78 acre site as a requirement of the funding for the development obtained by MHA.

EXISTING DEVELOPMENT/SITE | PARKSIDE



Mercury Court currently sits on approximately 12.3 acres prior to the abandonment of 1.33 acres of streets and currently has 74 living units in 41 buildings, providing a mix of 1-, 2-, 3-, 4-, and 5-bedroom units. Additionally, there are two non-residential buildings on site including a clinic and daycare. (The clinic is anticipated to relocate to the mixed-use building of this PUD along with residential units and the potential relocation of MHA's offices.)

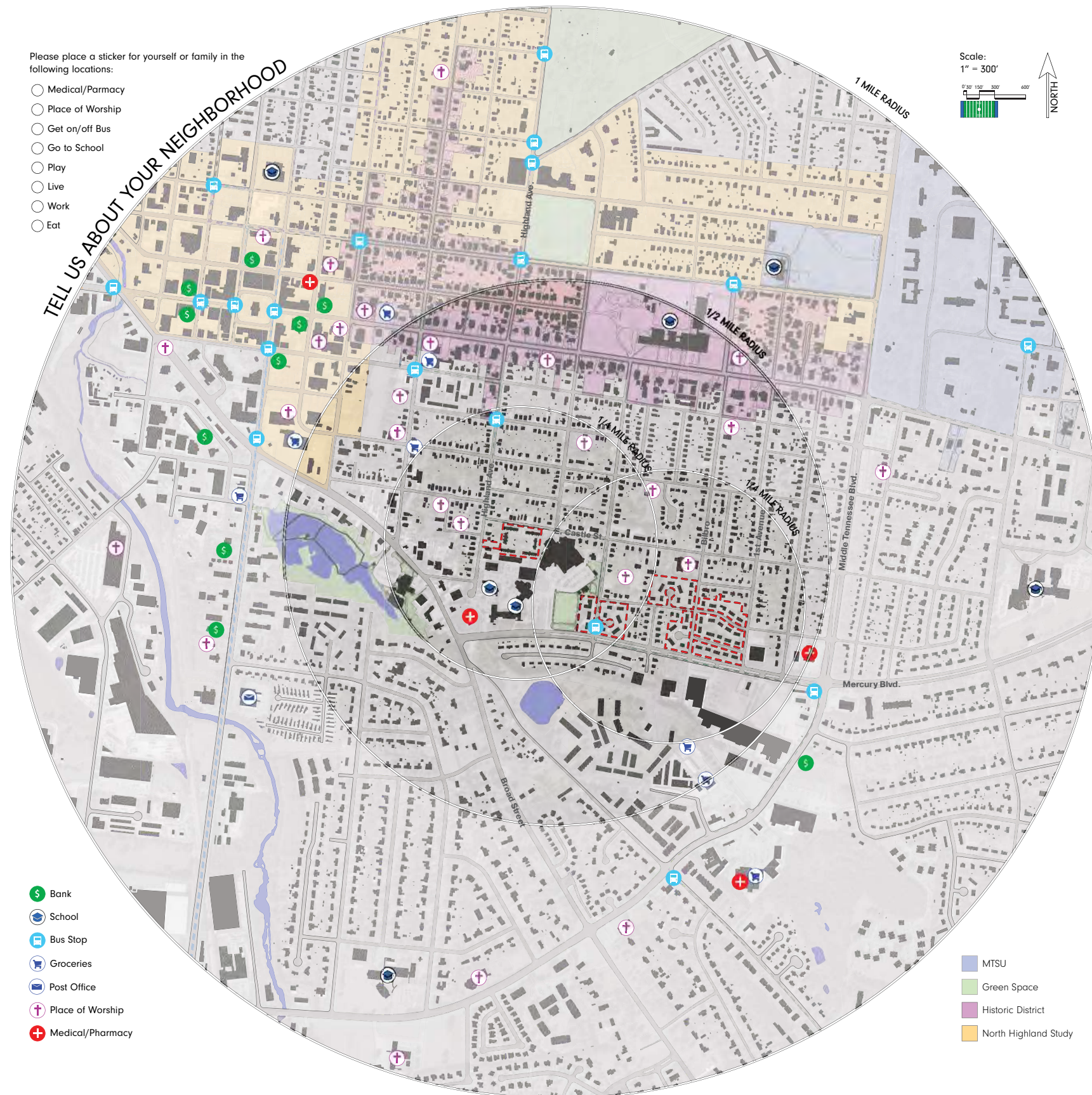
EXISTING DEVELOPMENT/SITE | MERCURY COURT



EXISTING RESIDENTIAL CONTEXT - ADJACENT TO
PROPERTY

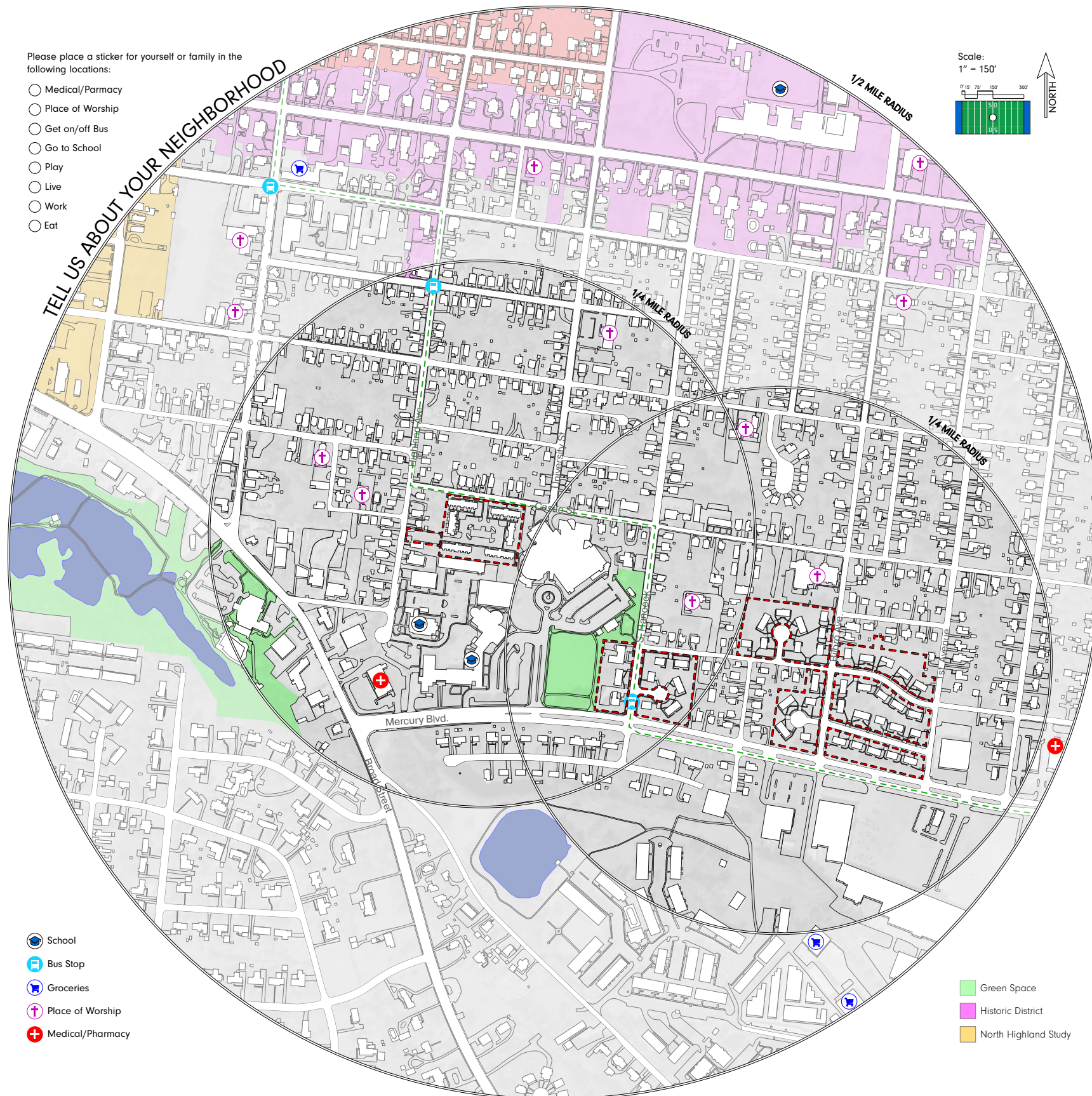


EXISTING NEIGHBORING COMMERCIAL/CIVIC
CONTEXT - ADJACENT TO PROPERTY



The 1 mile radius illustrates the context of Mercury Court to Murfreesboro's downtown. Typically residents are comfortable walking to a park, shopping or other amenity within a 1/2-1/4 mile radius.

THE 1 MILE, 1/2 MILE & 1/4 MILE WALKING RADIUS



As illustrated Patterson Park Community Center provides a wonderful resources for activities, fitness and community engagement and it well placed within the 1/4 walking radius for all of the property. The City's sidewalk project along Mercury Blvd. will enhance safe pedestrian travel through the corridor. Adjacent Mercury Plaza could provide walkable retail for the neighborhood if revitalized, and ideally a signal would be added when revitalization occurs to provide a closer pedestrian crossing of Mercury Blvd.

THE 1/2 MILE & 1/4 MILE WALKING RADIUS



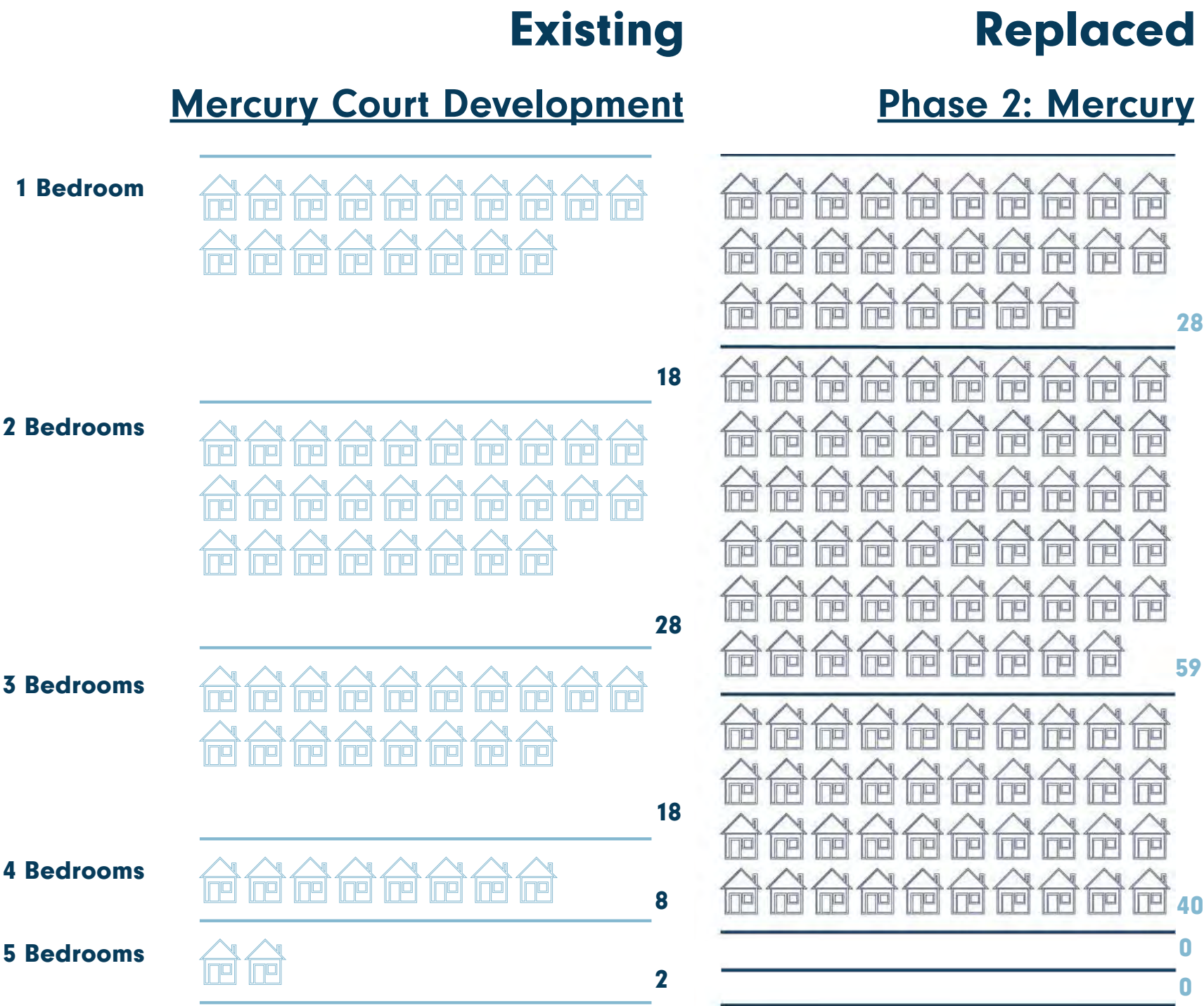
46 units in 6 buildings

1-, 2-, 3-, 4-bedroom units

1 for 1 Replacement

MHA will be required to replace all residential units with the same number of bedrooms that currently exist at the current Parkside development. There are 46 unit presently and they will be replaced on a one for one basis.

PROGRAM - PARKSIDE



Mercury Court currently has 74 living units in 41 buildings, providing a mix of 1-, 2-, 3-, 4-, and 5-bedroom units.

Current residents will move to Oakland Court in late 2022.

The current **health clinic** onsite will remain in the neighborhood in a new PUD commercial building with room to house the **new main office for Murfreesboro Housing Authority**, which will result in their relocation out of their existing downtown hub on Walnut Street.

Current waiting list demographics suggest a much-needed mix of 1-, 2-, 3-bedroom units

127 TOTAL UNITS

The Mercury Court site will be developed with mixed-use and with the residential density based on the optimum usage of the property. The housing authority currently has over 800 residential applicants on a waiting list and the need for affordable housing for the site is well supported. Murfreesboro Housing Authority also plans to move their offices to the property in a 3-story commercial/residential building and will continue to provide rental space for the Primary Care and Hope Clinic currently onsite.

PROGRAM - MERCURY

Option 1
The Neighborhood Scheme



Option 2
The Transition Scheme



Option 2
The Urban Scheme



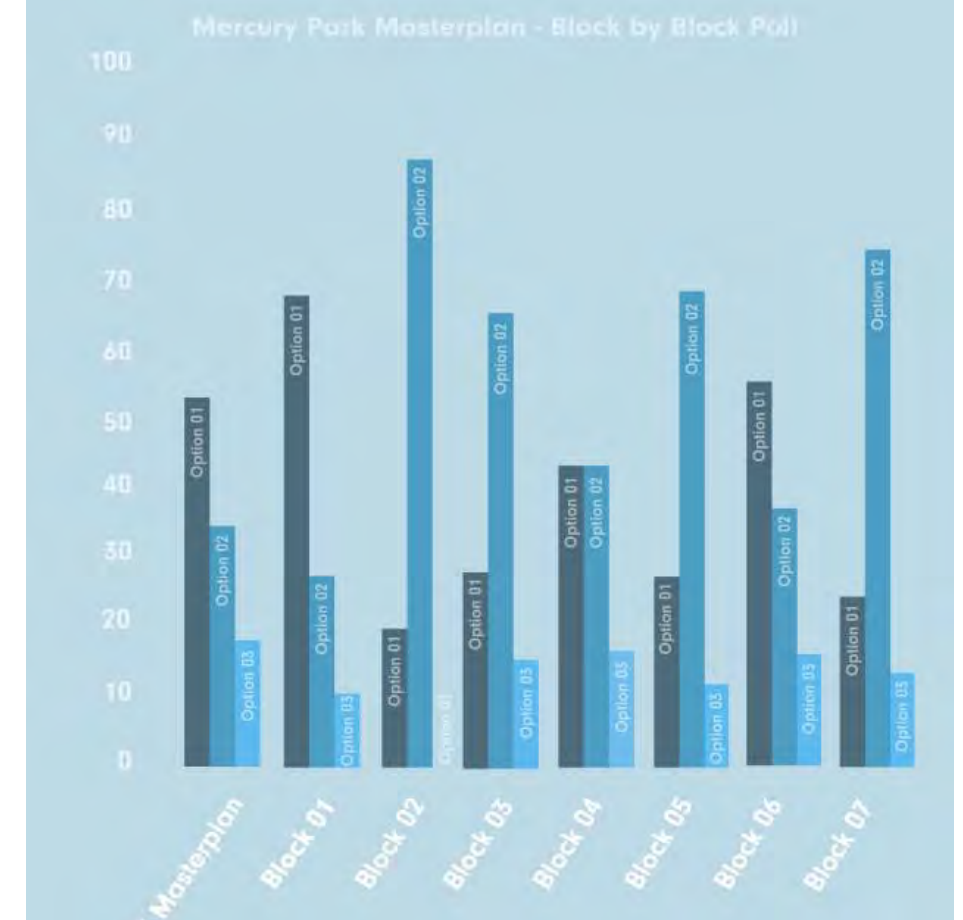
Block Site Plan



what we asked

Of the three overall Masterplan Options presented above,
which do you prefer?

what you said



For the second community engagement, three development options were provided for public review. The chart above illustrates the preferences for each block.

COMMUNITY ENGAGEMENT

DENSITY & OPEN SPACE / PLANNING CONFIGURATIONS

OPTION 1

THE NEIGHBORHOOD SCHEME

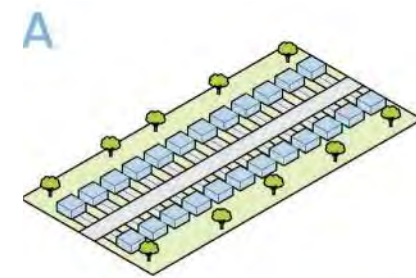


OPTION 2

THE TRANSITION SCHEME



OPTION 3 THE URBAN SCHEME



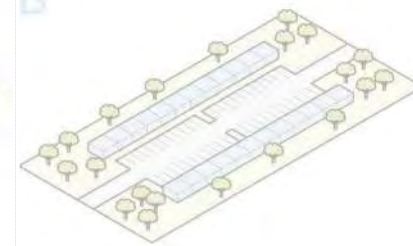
Living Units



Open Space

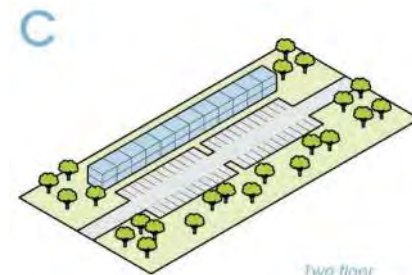


Traditional neighborhood with limited and localized green space at each house.



Living Units

Open Space



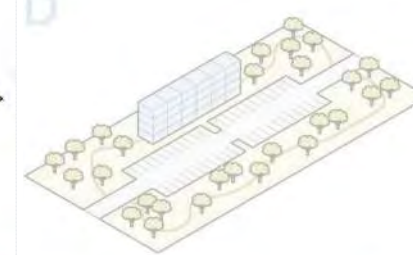
Living Units



Open Space



Two floor apartment style, increase concentrated areas of green space with **one large shared green space**



Living Units

Open Space



Three different development schemes were presented to the public. In summary the public response favored a transitional scheme with a more urban feel against Mercury Blvd. and a smaller residential feel against the existing neighborhood.

COMMUNITY RESPONSE



Principle #1: Natural Surveillance

"See and be seen" is the overall goal when it comes to natural surveillance. A person is less likely to commit a crime if they think someone will see them do it.

- Windows should overlook sidewalks and public spaces
- Ensure good lighting of public areas such as pathways, parking, parks, and play areas
- Landscaping should allow for clear visibility without creating areas of obstructed views
- Neighborhood design should allow for surveillance by vehicular traffic



Principle #2: Natural Access Control

CPTED utilizes the use of walkways, friendly fences, lighting, signage, and maintained landscape to clearly guide people and vehicles to and from the proper entrances.

- Use landscape and architectural elements to discourage access to private areas
- Streets and walkways should mark public routes



Principle #3: Territorial Reinforcement

Promote a sense of ownership by utilizing physical design such as pavement treatments, landscaping and signage.

- Communicate active presence by maintaining buildings and landscaping
- Clearly differentiate between public, semi-public, and private spaces
- Place seating in common spaces
- Locate motion sensor lights near entries



Principle #4: Maintenance

Poor maintenance can lead to decline of a neighborhood.

- Maintain cleanliness and functionality of community
- Keep up with repairs and make necessary replacements
- Maintain aesthetic appearances such as painting of facade and neighborhood elements
- Keep landscaping trimmed and maintained
- Have a zero-tolerance policy to graffiti and vandalism



Principle #5: Environmental Legibility

An urban environment is said to be legible if it is designed in ways that allow people in it to easily know where they are and how to get where they are going.

- Design neighborhoods to make them easy to understand and navigate within
- Locate elements like bus or taxi stops in areas that are both visible and logical
- Design neighborhoods to take advantage of features like rivers, hills, or public art to both create landmarks to aid legibility and to make environments of special quality
- Encourage variety within the architectural and landscape design that create more legible urban environments

Below are listed the current criteria when screening applicants for housing with MHA. The rules/regulations can change depending on HUD regulations. Also listed are the reason to deny housing to applicants.

RESIDENT SUITABILITY

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. The Murfreesboro Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Murfreesboro Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- B. The Murfreesboro Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
- 1. History of meeting financial obligations, especially rent and any utility payments;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
 - 4. History of disturbing neighbors or destruction of property;
 - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, the Murfreesboro Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

- C. The Murfreesboro Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Murfreesboro Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
- 1. A credit check of the head, spouse, co-head, and any other adult family members;
 - 2. A rental history check of all adult family members;
 - 3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will

be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Murfreesboro Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Murfreesboro Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Murfreesboro Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Murfreesboro Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

- 4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
- 5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a state sex offender registration will be admitted to public housing. The Murfreesboro Housing Authority will check with our state registry and if the applicant has resided in another state(s), with that state(s)'s list. The Murfreesboro Housing Authority will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

GROUND'S FOR DENIAL

The Murfreesboro Housing Authority is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

MHA PARKSIDE AND MERCURY MANAGEMENT PLAN

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;

For the purpose of this Policy, if any member of the applicant family has been convicted at least one (1) time within the prior three (3) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

An arrest record alone will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the Murfreesboro Housing Authority denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Murfreesboro Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

Being a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 20.2B of the ACOP, and must be submitted within 14 business days after receipt of the Housing Authority’s written request for verification.

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs or any other subsidized property or has been evicted from a subsidized property in the past three years;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three-year limit is based on the date of such eviction, not the date the crime was committed.

However, the Murfreesboro Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Murfreesboro Housing Authority; or
2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).

K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;

L. The Murfreesboro Housing Authority determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

M. The Murfreesboro Housing Authority determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this section, Murfreesboro Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

N. Have engaged in or threatened abusive or violent behavior towards any Murfreesboro Housing Authority staff member or resident;

O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

P. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing, or any other private/public property;

Q. Denied for Life: Has a lifetime registration under a State sex offender registration program.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Murfreesboro Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

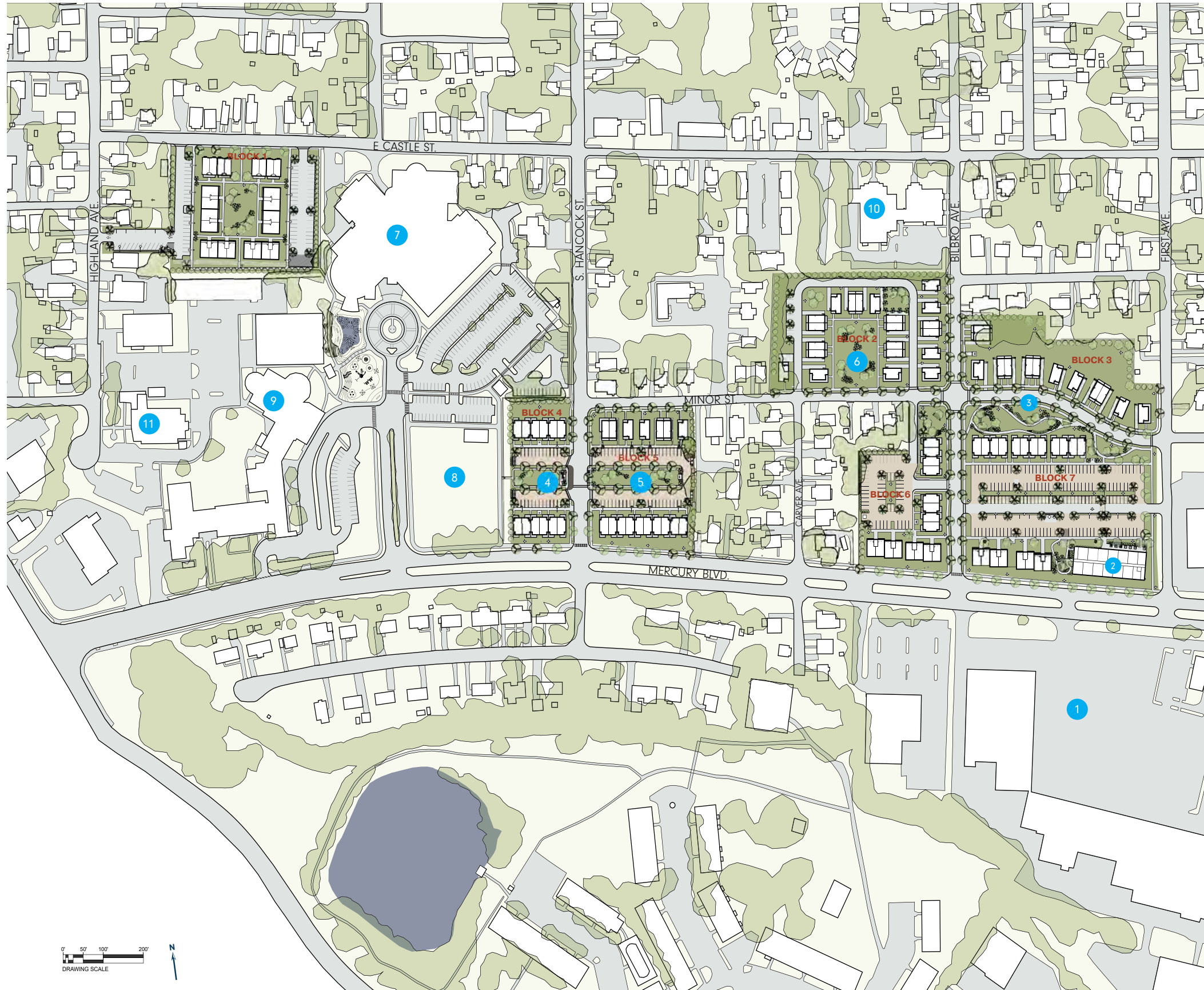
For this purpose, Murfreesboro Housing Authority will require the applicant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

Before the Murfreesboro Housing Authority denies admission to the Murfreesboro Housing Authority’s public housing program on the basis of a criminal record, the Murfreesboro Housing Authority must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with information on how to obtain the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Murfreesboro Housing Authority does not receive the dispute within the allotted time, the applicant will be denied. If an applicant has been deemed ineligible for any reason, a new application may not be submitted for six (6) months from the date of the first application.



SECTION THREE | Proposed Development





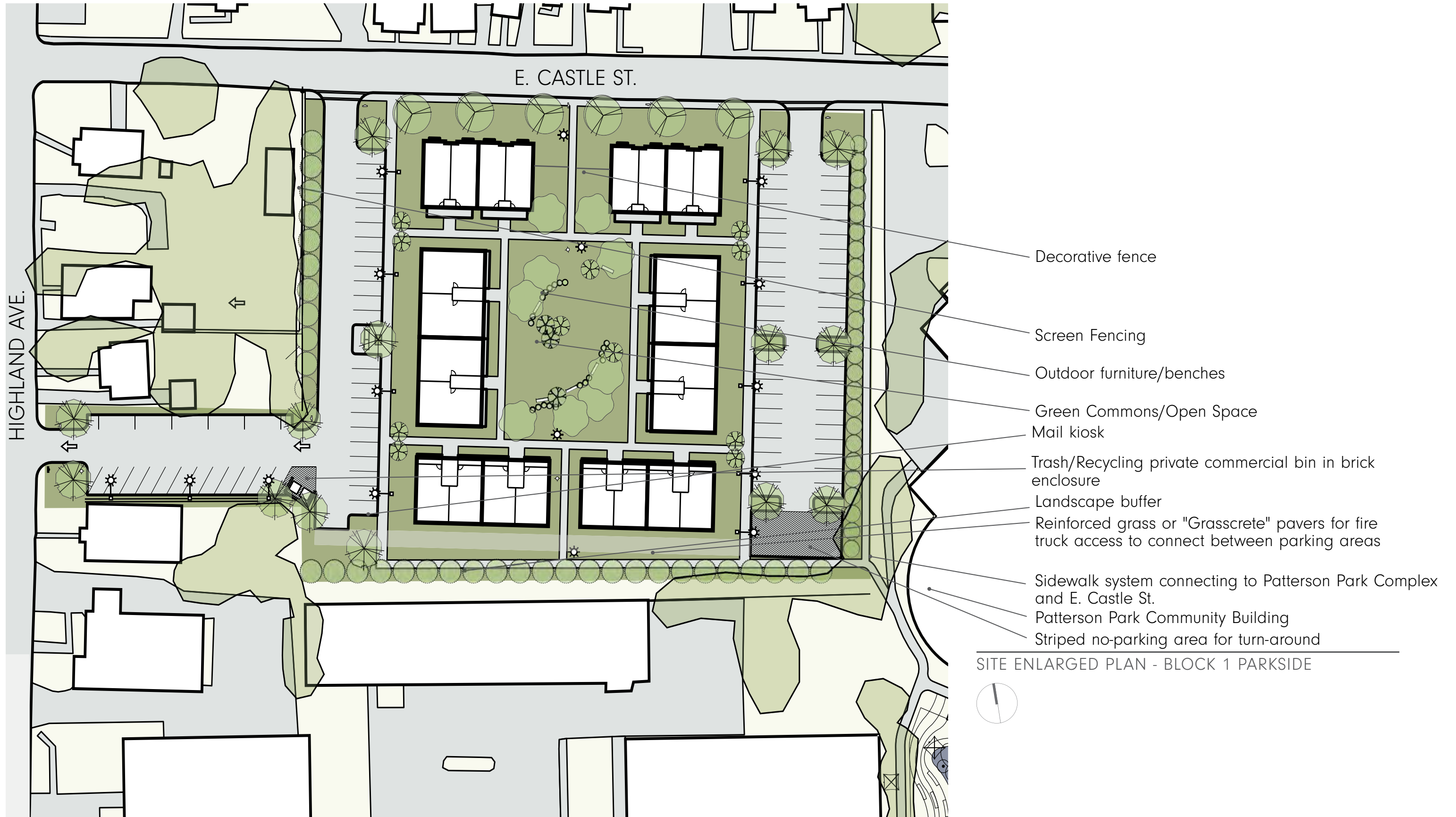
- 1 Mercury Plaza
- 2 Mixed use Building - Residential and Office
- 3 Minor Street Park
- 4 Rover Stop
- 5 Hancock Street Pocket Park
- 6 Minor Street Pocket Park
- 7 Patterson Park Community Center
- 8 Patterson Park
- 9 Bradley Academy
- 10 First Baptist Church
- 11 Holloway High School

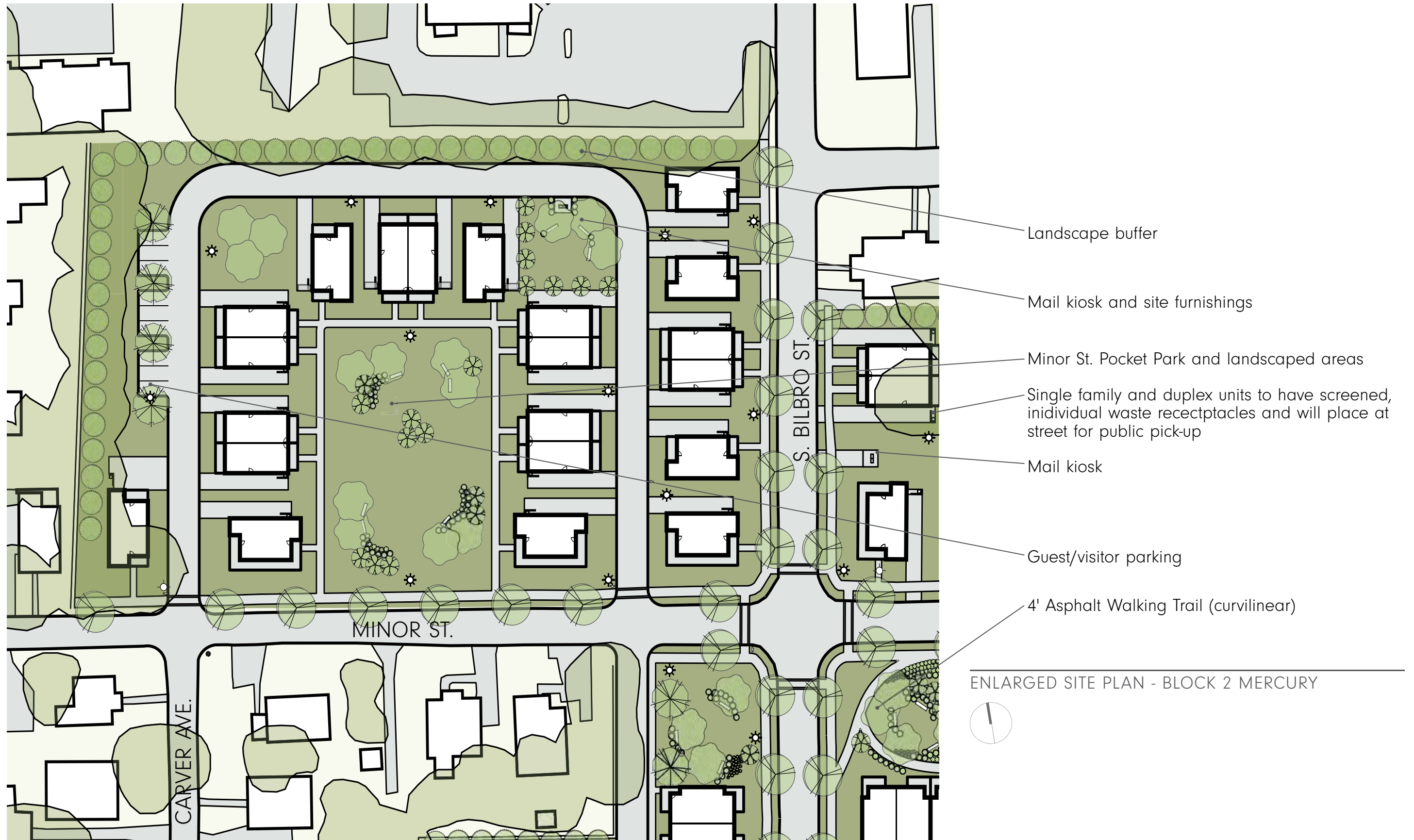
PHASE 1 - PARKSIDE 2.78 ACRES 46 UNITS
PHASE 2 - MERCURY 14.7 ACRES 127 UNITS + MIXED USE BUILDING
 (AFTER ROW ABANDONMENTS)

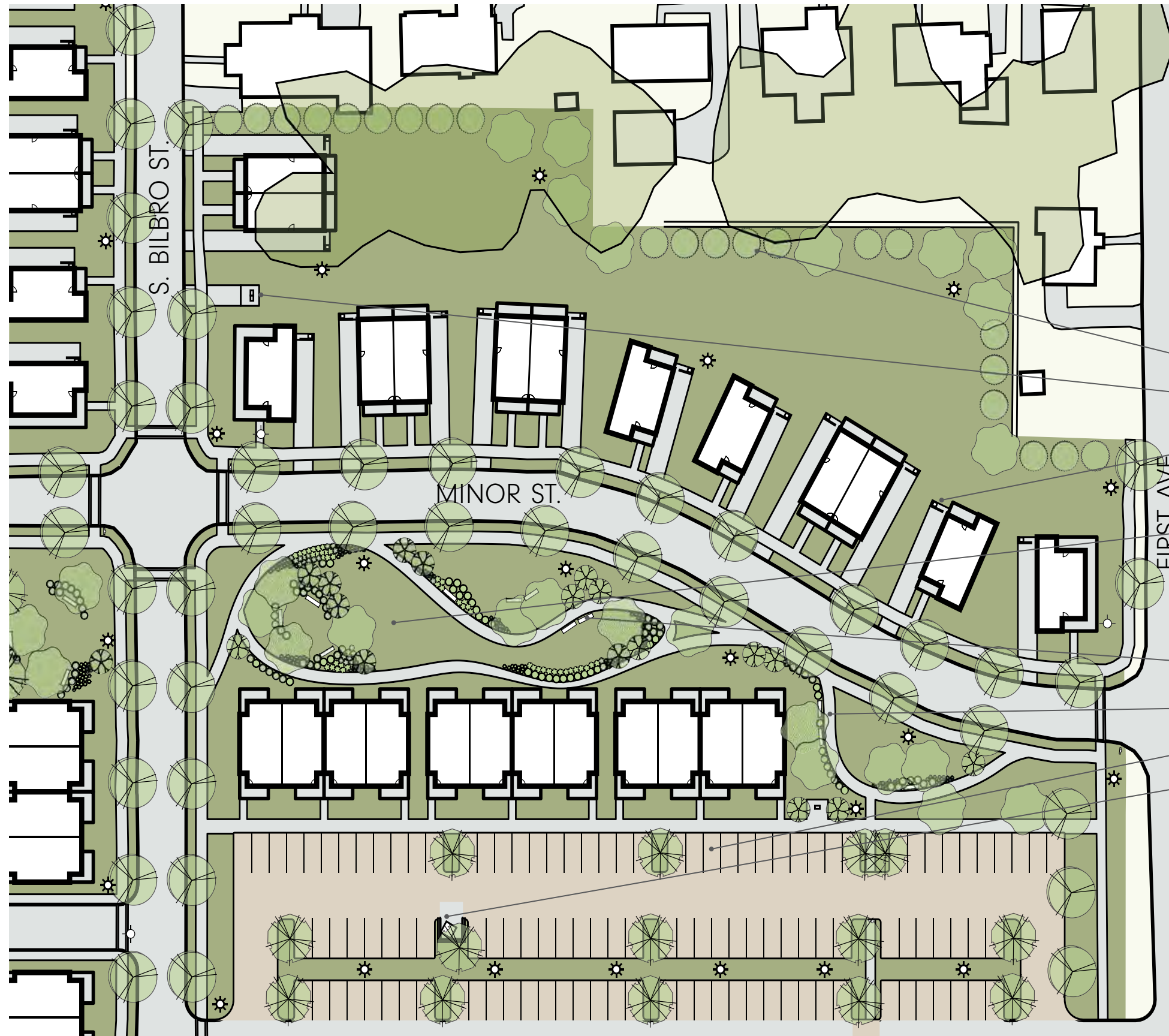
Current Zone: RD, RM-16, RS-8, with CCO.
 Proposed Zone: PUD -Planned Unit District with CCO
 Unit Density: 16.73 units per acre Parkside / 8.51 units per acre Mercury

ILLUSTRATIVE MASTERPLAN









- Landscape buffer to surrounding properties
- Mail Kiosk
- Single family and duplex units to have screened, individual waste receptacles and will place at street for public pick-up
- Minor Street Park
- Site furnishings/benches
- 4' Asphalt Walking Trail
- Permeable paving (shown in tan color)
- Trash/Recycling private commercial bin in brick enclosure

SITE ENLARGED PLAN - BLOCK 3/7 MERCURY

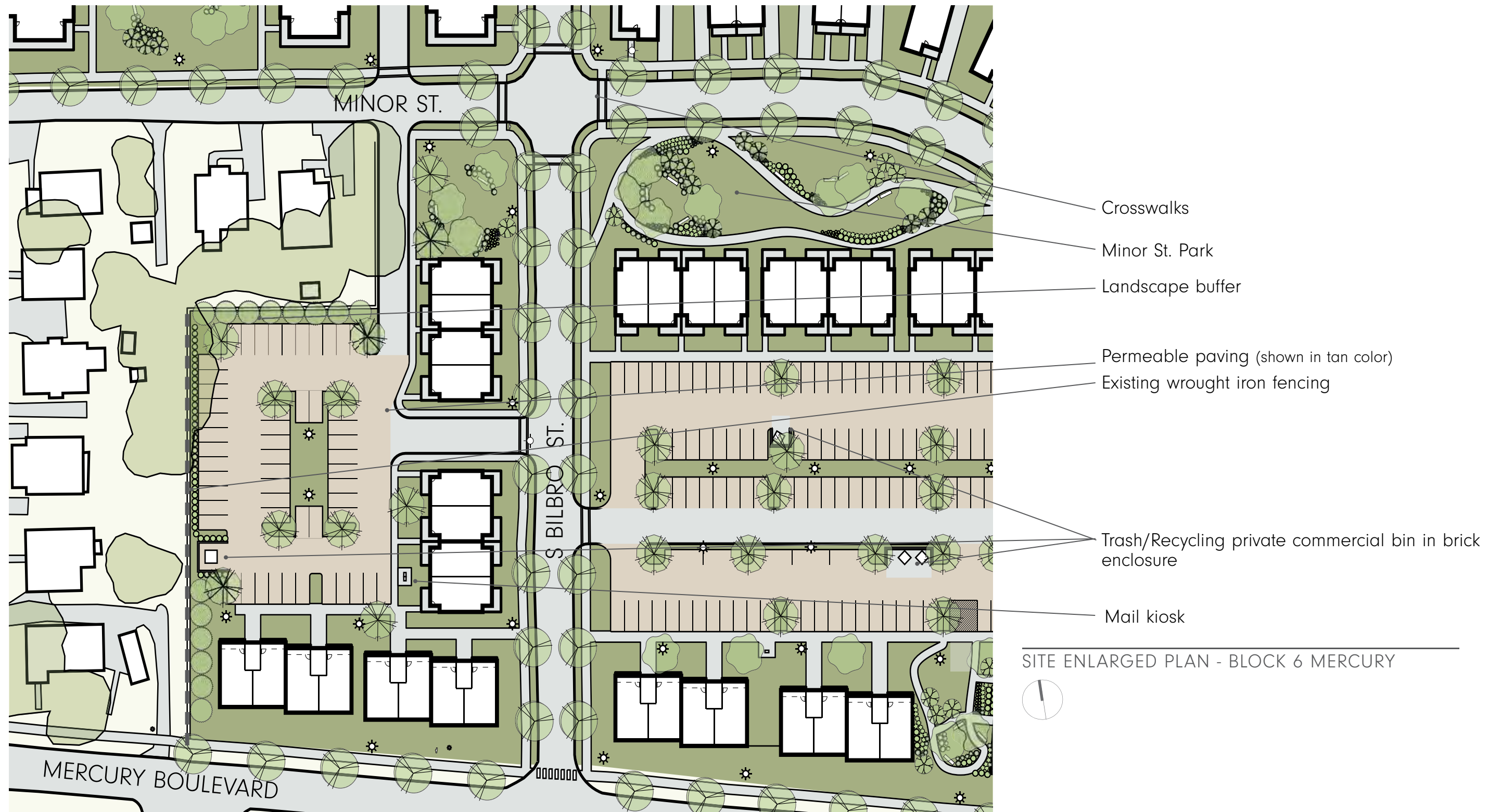




- Landscape buffer and existing fencing
- North South City Trail
- Permeable paving (shown in tan color)
- New Trail connection / neighborhood entrance to Patterson Park
- Trash/Recycling private commercial bin in brick enclosure east of S. Hancock
- Mail kiosk
- Rover Pick-Up/Drop-Off Area with bus stop structure
- Crosswalks
- Individual Trash/Recycling bins for each unit in enclosure west of S. Hancock. Resident to place containers at S. Hancock for public waste pick-up.

ENLARGED SITE PLAN - BLOCK 4 & 5 MERCURY







Minor Street Park

Site furnishings/benches

4' Asphalt Walking Trail

Mail kiosk

Future location for bus stop structure

Permeable paving (shown in tan color)

Trash/Recycling private/commercial bins in brick enclosure

Mail kiosk

"Grasscrete" or reinforced grass pull in for fire access

Landscaped feature

Commercial building plaza with outdoor seating

SITE ENLARGED PLAN - BLOCK 7 MERCURY



PARKSIDE AND MERCURY PARKING CALCULATIONS

Parkside Parking Calculations - Block 1			
Current Required Parking - CCO Overlay			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
1 BR	8	1	8
2 BR	20	2	40
3 BR	16	3	48
4 BR	2	4	8
Total	46		104.0
		Total	104
Parking currently on site: 69 cars - 1.5/unit			

Proposed Parking Counts with exemption request through PUD			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All	46	1.8	82.8
		Total	83

Mercury Parking Calculations - Blocks 2-7

Block 2 Residentail Current Required Parking			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
Single Family	9	2	18.0
Duplex	12	2	24.0
Total Units	21	Total	42.0

Block 2 Proposed Parking Counts - (72 Total)			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All	21	2	42
NA	NA	9 common visitor spots	9
All units will have a driveway in Block 2 that also accomodates 1 visitor/unit - 21 guest spots			

Block 3 Residentail Current Required Parking			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
Single Family	5	2	10.0
Duplex	8	2	16.0
Total Units	13	Total	26.0

Block 3 Proposed Parking Counts- (39 Total)			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All	13	2	26
All units will have a driveway in Block 3 that also accomodates 1 visitor/unit - 13 guest spots			

Block 4 Residentail Current Required Parking			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
2 BR	12	2	24.0
Total Units	12	Total	24

Block 4 Proposed Parking Counts (29 Total)			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All	12	2	24
Visitors in Block 4 have access to the 8 common visitor spaces in Block 5			

Block 5 Residentail Current Required Parking			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
2 BR	13	2	26.0
3 BR	4	3	12.0
Total Units	17		38.0
		Total	38

Block 5 Proposed Parking Counts (42 Total)			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All	17	2	34
NA	NA	8 common visitor spots	8

Block 6 Residentail Current Required Parking			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
1 BR	8	1	8
2 BR	8	2	16.0
3 BR	8	3	24.0
Total Units	24		40.0
		Total	40

Block 6 Proposed Parking Counts (53 Total)			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All	24	2	48
NA	NA	5 common visitor spots	5

Block 7 Residentail Current Required Parking			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
1 BR	20	1	20
2 BR	12	2	24.0
3 BR	8	3	24.0
Total Units	40		68.0
		Total	68

Block 7 Proposed Parking Counts (167 Total)			
Unit Type	# of Units	Spaces Per Unit	Total Spaces
All Res.	40	2	80
Commercial	No Change From Zoning		83
NA	NA	7 common visitor spots	7

Block 7 Commercial Required Parking			
Commercial	SF	Spaces/SF	Total Spaces
Office	20,900	1/300 sf	70
Clinic	2,500	1/200 sf	13
			83.0
		Total	83
		Block 7 Total Spaces	151

Total Mercury Site Parking provided	366
402 with driveway guest parking included	

Total Mercury Site Parking required	321
-------------------------------------	-----

MERCURY - RECOMMENDED PARKING CALCULATION

Residential parking for Mercury is recommended at 2 cars/unit for all residences. Visitor parking spaces are provided within each block or across a side street within the adjacent block.

Parts of the development will be organized in blocks with interior private parking courts as illustrated in the table to the left.

Single family and duplex homes along Minor St. and Bilbro St.will have driveways with ample room for two parking spaces for each resident as well as 1 visitor spot.

Mercury parking courts contain permeable paving under the parking spaces with asphalt drive aisles to help manage stormwater runoff.

Commercial spaces in Block 7 are as recommended by zoning. It is anticipated that these lots will amply accomodate residents and parking for office/commerical uses particularly due to the opportunity for shared use. Peak resident visitor parking needs would likely happen during hours in which the office functions are minimally occupied.

PARKSIDE - RECOMMENDED PARKING CALCULATION

There are currently 69 total existing spaces provided onsite **at Parkside for the 46 residential units** there. Based on resident car counts from MHA, there are approximately **58 cars currently using the parking**. MHA has provided the waiting list of applicants which illustrates a future need of .75 cars/unit. **As the current parking needs are significantly below what is required, an exemption from the current parking requirement is requested.**

Parkside: Unlike typical housing developments, the residents coming from Parkside have a modest number of cars per home. Due to this, **it is recommended that 1.8 cars per unit be provided (currently the property provides 69 spaces at 1.5 average per unit) - 46 units x 1.8 = 83 cars**. Two parking areas will provide convenient access to the proposed 83 parking spaces for residents and visitors alike on the east and west

MHA PARKSIDE AND MERCURY REQUIRED, CURRENT & RECOMMENDED PARKING

Management recognizes that parking space is limited in the Parkside and Mercury Development. Management would like to see residents to have convenient parking facilities for their use, but this cannot be accomplished unless some restrictions are imposed on who has access to the property. This policy is therefore developed to guide the staff in enforcing restrictions in the use of, and who has access to, developments owned by the Murfreesboro Housing Authority/Stones River Development Corporation. The policy is not intended to create a hardship for anyone. The staff is directed to work within these guidelines to accommodate the needs of residents, when possible.

This policy is intended to limit who parks on the Parkside and Mercury property; to prohibit its properties from being used as havens for illegal and unlawful activities; and to discourage the unlawful parking or abandonment of inoperative motor vehicles on its properties. The following Tennessee code will be followed and enforced:

TN Code Title 66-Property Chapter 28-Uniform Residential Landlord and Tenant Act,

Park 5-Enforcement and Remedies

66-28-518 – Towing of unauthorized vehicles

(a) A landlord may have an unauthorized vehicle towed or otherwise removed from real property leased or rented by such landlord for residential purposes, upon giving ten (10) days written notice by posting the same upon the subject vehicle.

(b) A landlord may have a tenant’s, occupant’s, tenant’s guest’s, or trespasser’s vehicle immediately towed or otherwise removed from such real property, without notice, if and when such person fails to comply with the landlord’s permit parking policy as defined in the landlord’s posted signage.

(c) A landlord may have a tenant’s, occupant’s, tenant’s guest’s, or trespasser’s vehicle immediately towed or otherwise removed from such real property, without notice, for such person’s failure to comply with the landlord’s posted signage relative to traffic and parking restrictions, including, but not limited to, traffic lanes, fire lanes, fire hydrants, handicapped areas, and/or the blocking of trash receptacles.

(d) The owner or lessee of a vehicle that has been removed pursuant to this section may make application to take possession of such vehicle and remove such vehicle from the place to which it has been removed or stored by paying the costs of removing such vehicle, plus the accrued towing and storage charges.

PROCEDURE

Article 1:

All vehicles parked on the private property of the Parkside and Mercury must bear a valid parking permit issued by the Murfreesboro Housing Authority/Stones River Development Corporation.

Parking Permits may be issued only to lawful residents, provided the following information is furnished:

- A valid Tennessee vehicle registration card in the resident’s name and proof of insurance that meets state requirements,
- A valid Tennessee driver’s license,
- Proof of ownership, registration card, title or bill of sale.

Temporary permits will be issued to non-residents for a period not to exceed fourteen (14) days and shall be limited to four (4) permits per calendar year. The following information will be required for the issuance of a non-residents temporary permit.

- Valid registration Card, or make and model of the vehicle permitting.
- Vehicle tag number
- Owner of the Vehicle

Article 2:

Resident permits will be good for the time the resident remains a tenant of the Parkside and Mercury development. The Murfreesboro Housing Authority/Stones River Development Corporation reserves the right to specify a shorter period of time as established by the Housing Authority if the need should arise. The parking permit is to be removed from the vehicle when moving out of Parkside and Mercury and the remnants must be returned to MHA before the security deposit can be refunded. The Housing Authority can remove the sticker at the time the keys are returned to the office.

Every resident shall be notified at “lease up” of these requirements. All current residents will be notified by notice delivered to their door, and will be given sixty (60) days from the date the policy is adopted, in which to have their vehicles registered with the Property Development Office.

Article 4:

All properties shall be posted in accordance with the law. Notices shall be posted in conspicuous places throughout each development.

Article 5:

When a vehicle is found to be without a valid parking permit, the following process will be followed:

Prior to the vehicle being towed, a courtesy written warning will be issued to each owner/operator that the vehicle is subject to being towed. Only one warning will be given prior to the vehicle being towed. This warning is to be attached to the drivers side window or other visible window/windshield, and the notice will read:

VIOLATION

THIS VEHICLE IS PARKED ILLEGALLY AND IS HEREBY SUBJECT TO TOWING AND IMPOUNDMENT

YOUR LICENSE NUMBER WAS RECORDED

This notice shall be highly visible (red day-glo stock).

A written record of all violations shall be recorded and maintained as a part of the Housing Authority records. This record as a minimum shall reflect the following information:

Make of Vehicle_____

Tag Number_____

Date_____Time_____

TOWED:

Date_____Time_____

Location_____By_____

Once a warning ticket is issued the vehicle must be removed from the premises within 12 hours. The Owner may request a Temporary Permit during normal office hours of the Development Office.

Article 6:

Temporary Parking Permits will be issued at no cost to lawful guest of residents. Permits may be issued for no more than 14 days unless a greater period is granted by the Authority for extenuating circumstances.

Residents are encouraged to contact the office in advance and obtain the necessary permits if overnight guest are expected.

Article 7:

Permits are not transferable and remain the property of the Authority, subject to revocation at the will of the Housing Authority.

A permanent record of permits issued shall be maintained by the Authority, and will contain information i.e. (date, owner, vehicle, VIN, tag and permit number.) The temporary permit will be marked, showing the beginning and expiration dates the permit is valid for. This will be the only valid temporary permit recognized by the Housing Authority.

The permit is to be placed on the left side of the rear bumper of the vehicle.

Article 8:

TOWING OF UNAUTHORIZED VEHICLES

Illegally parked vehicles will be towed, and are subject to TN Code Section 66-28-102. A local wrecker service will be used for this purpose. A police officer and/or Housing Authority Security officer will be present during this process.

Article 9:

AMENDMENTS TO THE POLICY

This policy may be amended, or changed from time to time as circumstances require.

MHA PARKSIDE AND MERCURY PARKING POLICY

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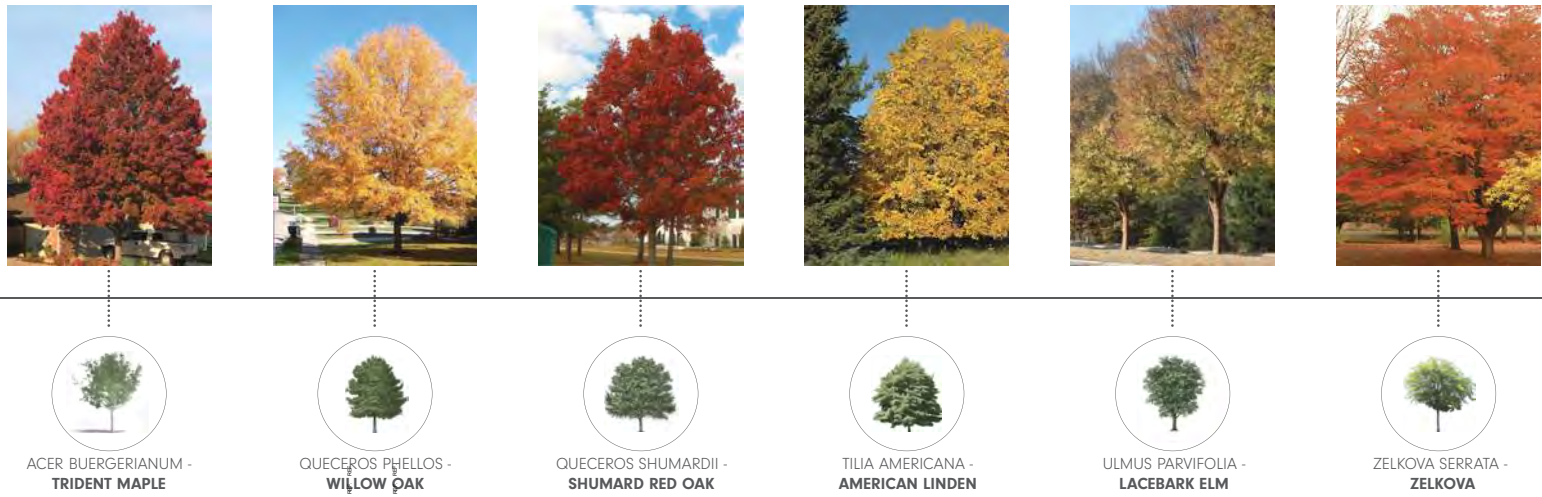
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Article 8:

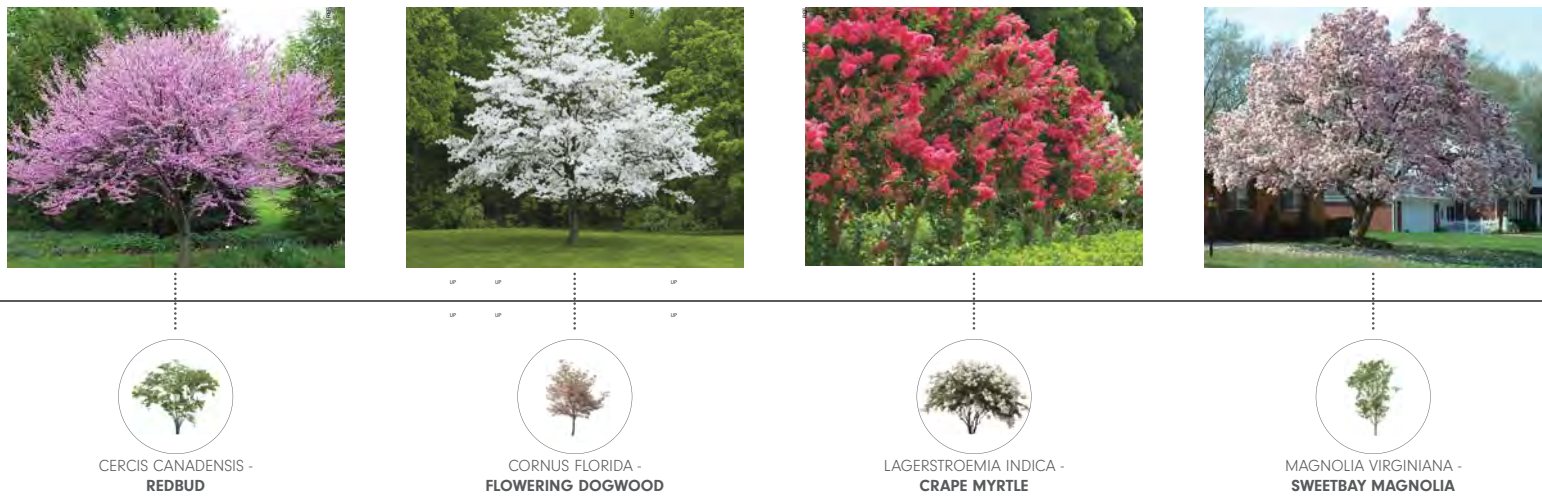
TOWING OF UNAUTHORIZED VEHICLES

MHA PARKSIDE AND MERCURY PARKING POLICY

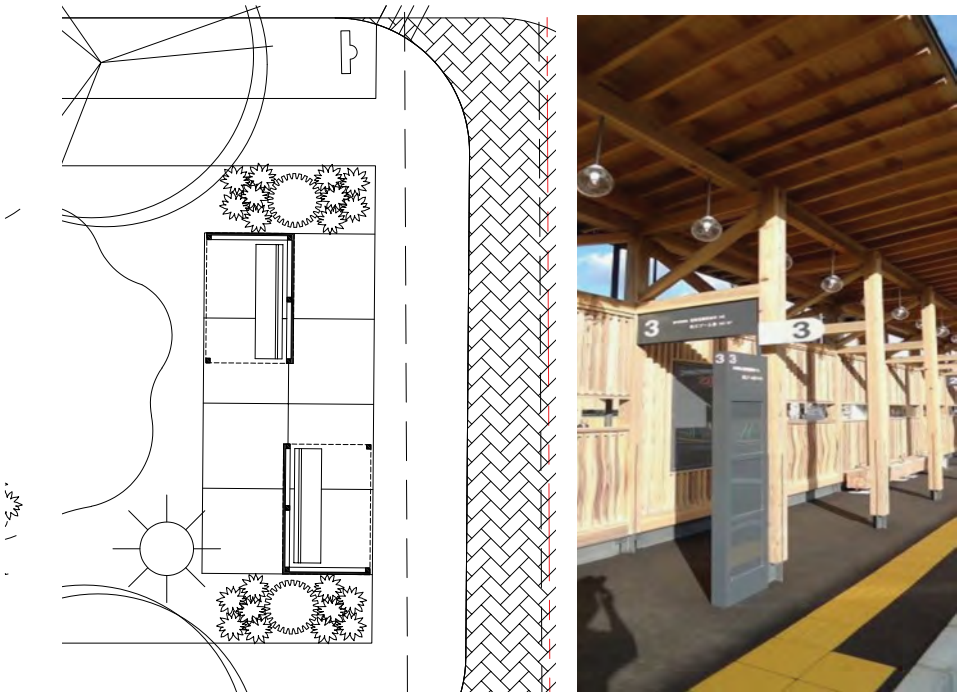
STREET CANOPY TREES



UNDERSTORY TREES

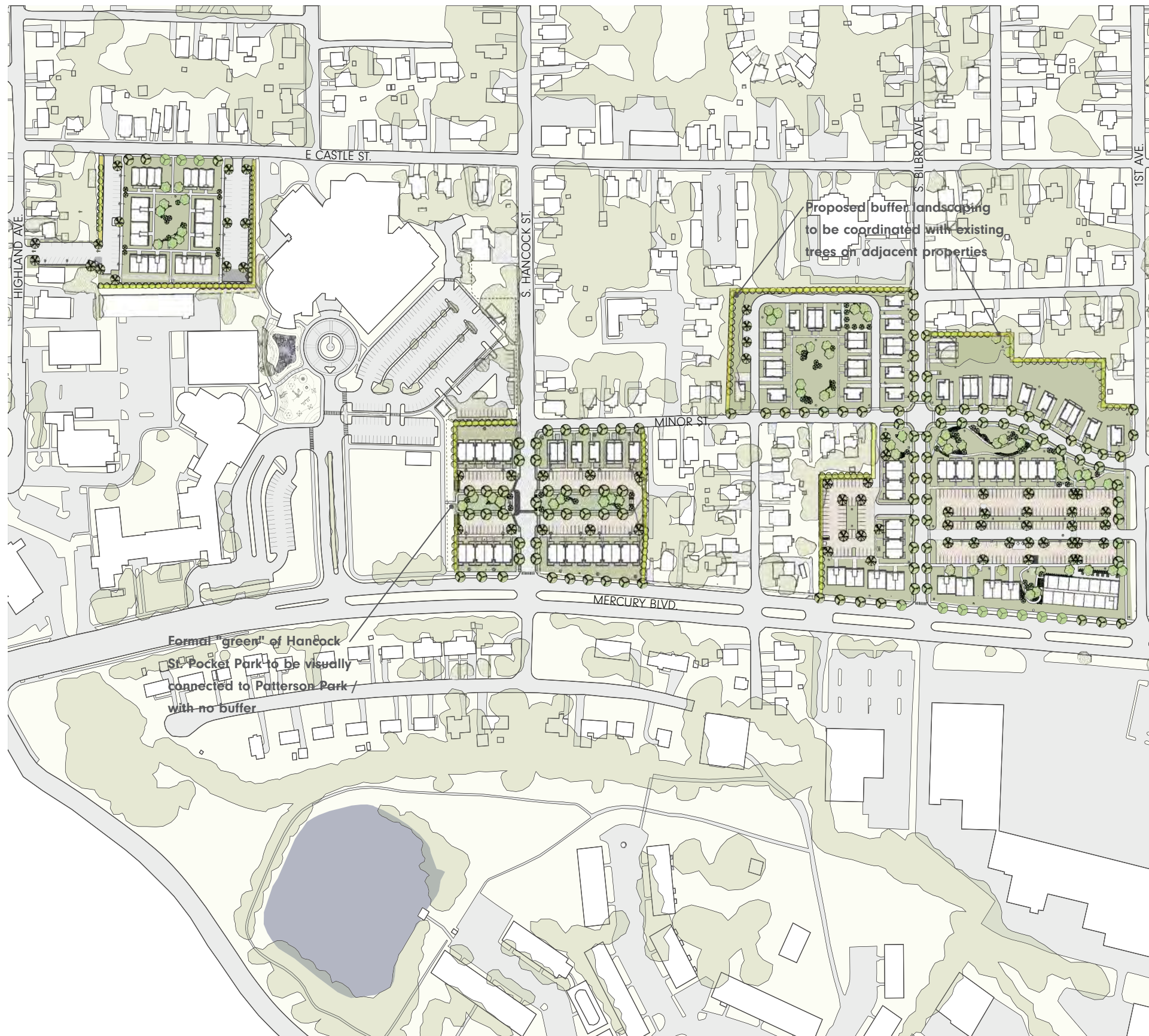




FOUNDATION PLANTINGS



BUS STOP / CANOPY Structure - As located on enlarged plans. Constructed with wood/metal joinery with standing seam metal canopy to match architectural style of neighborhood. Final design of the shelter shall be coordinated with Planning and Transit during Site Plan Review.

LANDSCAPE MATERIALS & BUS STOP CANOPY



-  CANOPY TREES - 3-3.5" caliper at planting, 35' - 50' mature height At property edge landscape perimeter buffers 10% to be 4" caliper minimum
-  UNDERSTORY TREES - 1.5" caliper at planting, 15'-25' mature height
-  EVERGREEN TREES - 6'-8' at planting, 25' - 40' mature height
-  LARGE EVERGREEN SHRUB - 24" min. at planting, 36" min. at maturity
-  SMALL EVERGREEN SHRUB - 18" min, 24' at maturity
-  LARGE DECIDUOUS SHRUB - 24" min. at planting, 36" at maturity
-  ORNAMENTAL GRASSES
-  SHADE TREE
-  15' '0" BUFFER LANDSCAPING

CONCEPTUAL LANDSCAPE PLAN





Canopy trees with understory trees

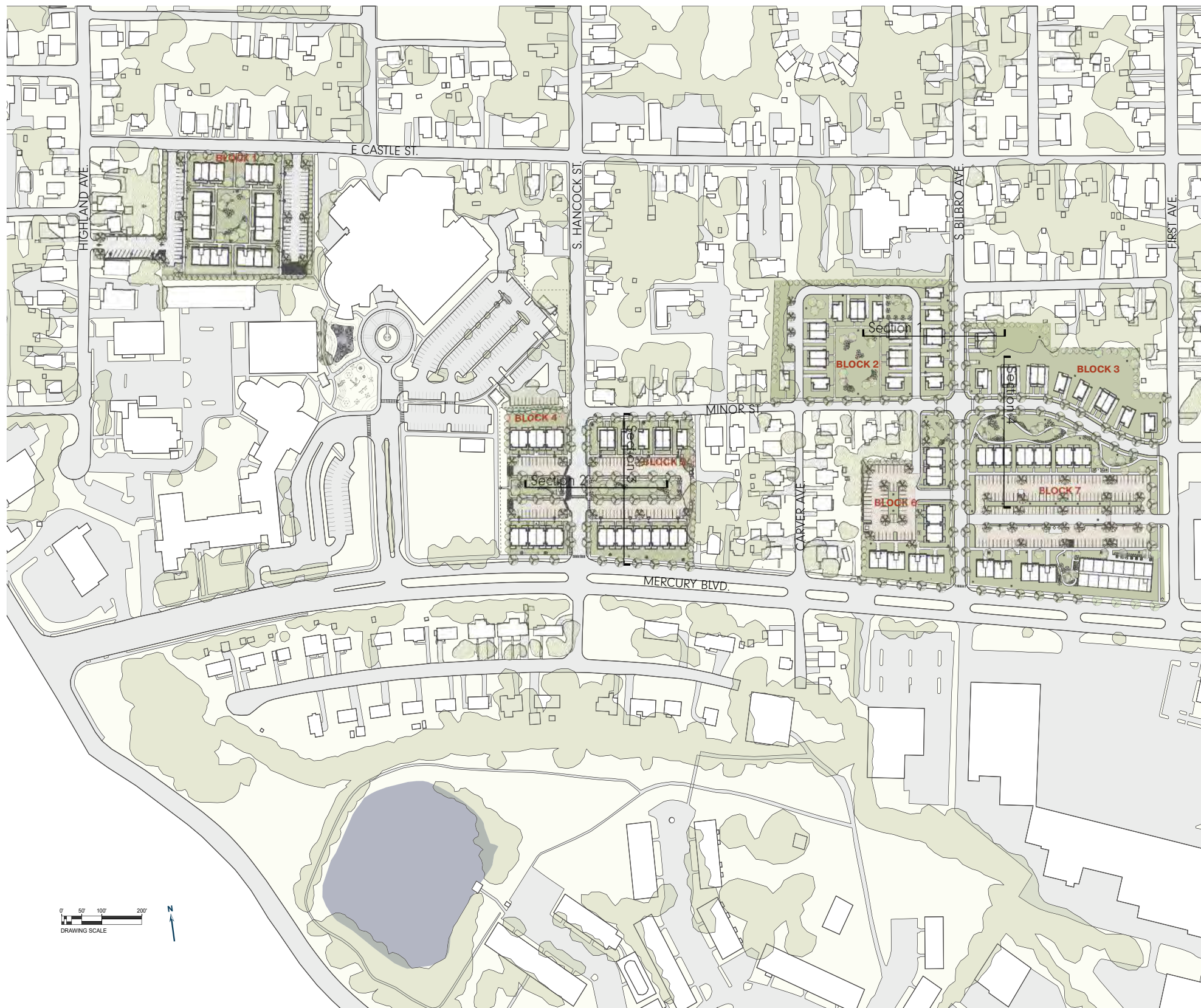
Green commons/open space (stormwater)

4' asphalt walking trail

Landscape entry plaza & court between mixed use and residential uses

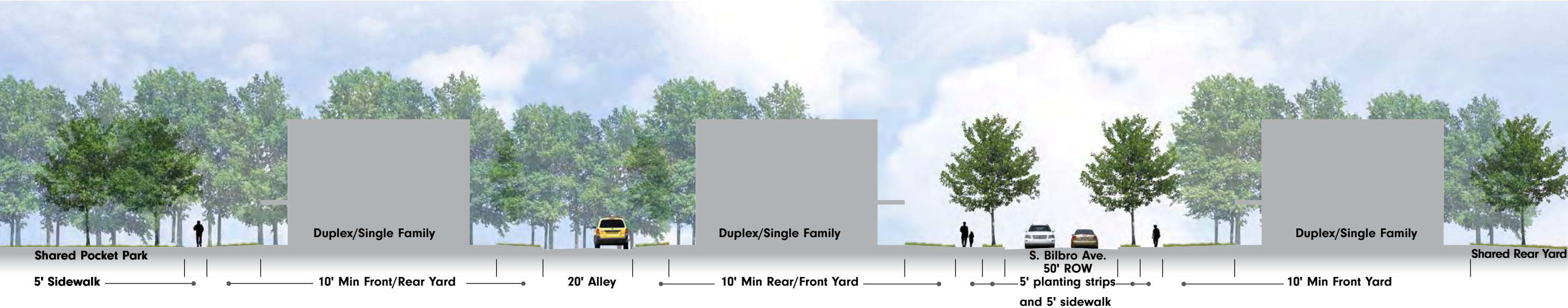
ENLARGED LANDSCAPE PLAN



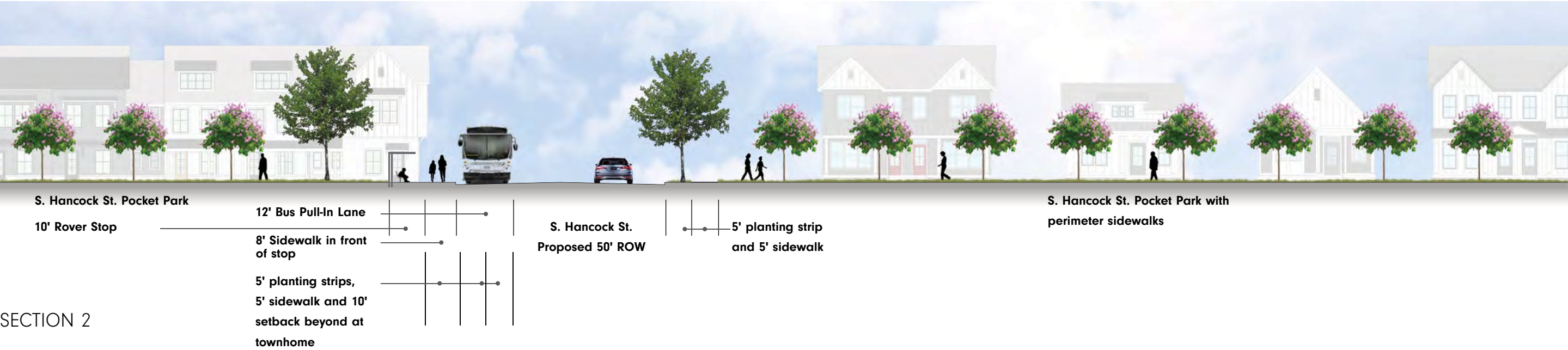


MASTERPLAN - STREET SECTIONS KEY PLAN





SECTION 1



SECTION 2

STREET SECTION PUBLIC STREET SETBACKS

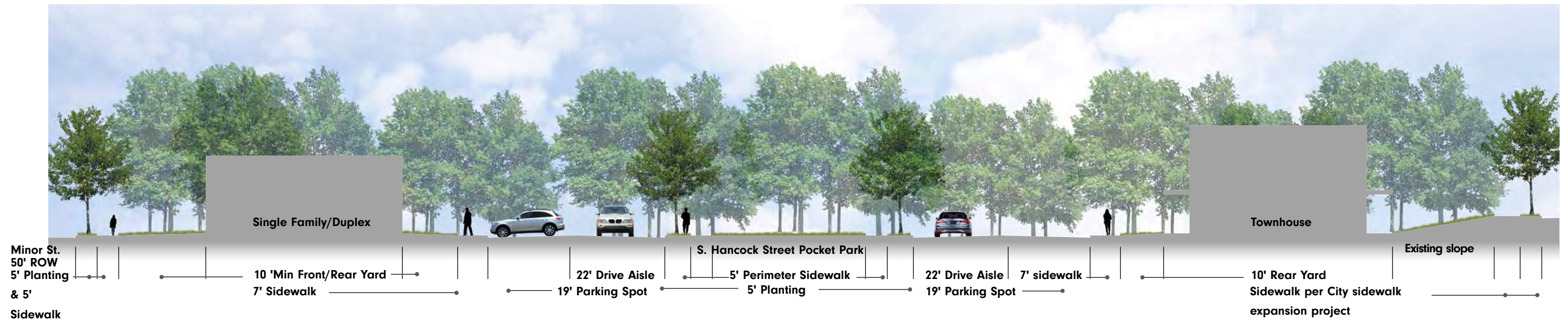
SIDE SETBACK - 10' between buildings on the same lot/parcel

FRONT YARD SETBACK - 10' MINIMUM

MAXIMUM RESIDENTIAL HEIGHT - 45'

Front Facade Zone indicates the zone which all homes' front porch facade and main building facade will fit within.

Pursuing 50' ROW at S. Hancock with Mandatory Referral.



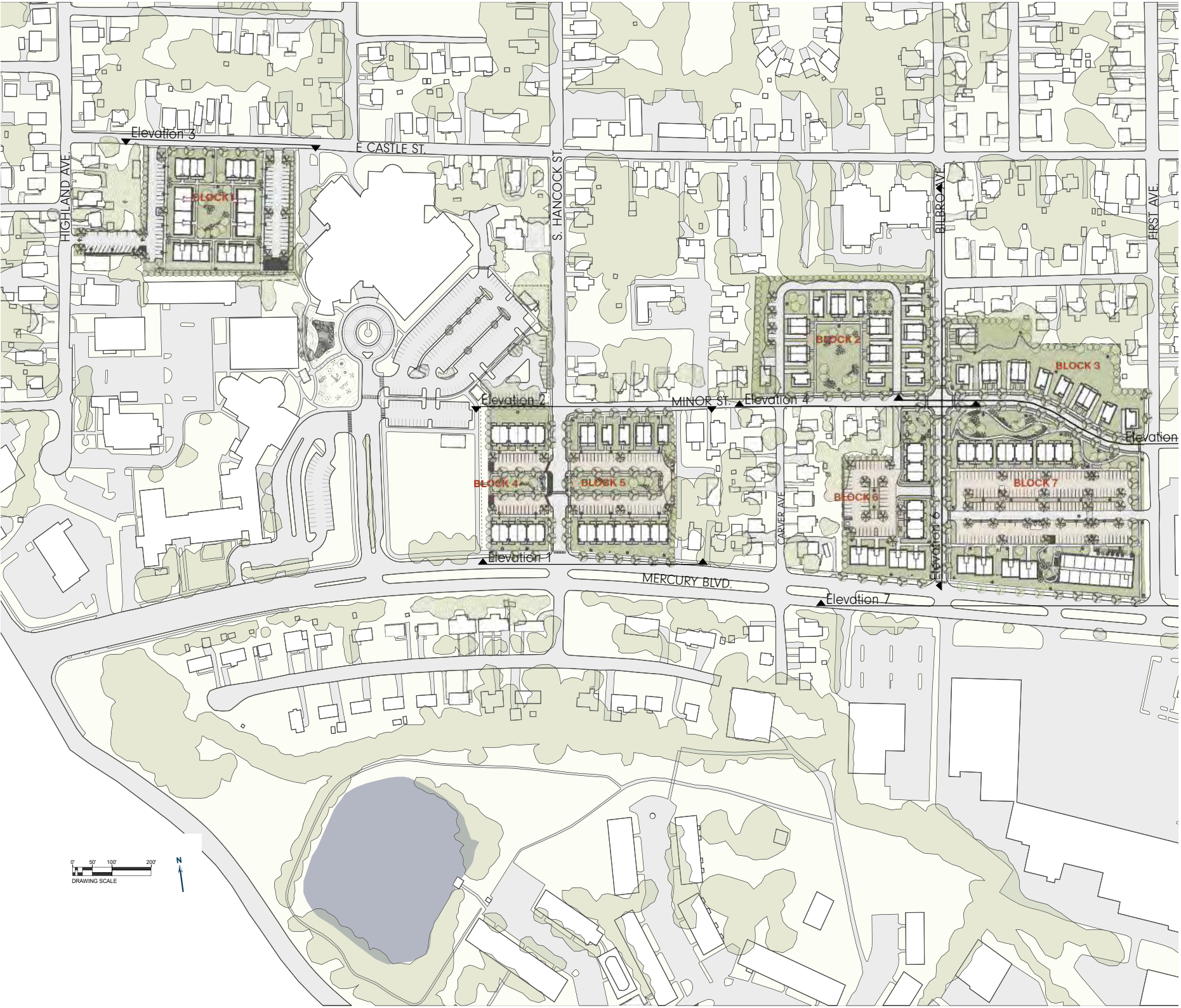
STREET SECTION PUBLIC STREET SETBACKS

SIDE SETBACK - 10' between buildings on the same lot/parcel

FRONT YARD SETBACK - 10' MINIMUM

MAXIMUM RESIDENTIAL HEIGHT - 45'

Front Facade Zone indicates the zone which all homes' front porch facade and main building facade will fit within.



MASTERPLAN - STREET ELEVATIONS KEY PLAN





1. MERCURY BLVD. LOOKING NORTH AT S HANCOCK ST.



2. MINOR STREET LOOKING SOUTH FLANKING S HANCOCK ST.

STREET ELEVATIONS



3. E. CASTLE STREET LOOKING SOUTH TO PARKSIDE



4. MINOR STREET BETWEEN CARVER AVE. AND S BILBRO AVE.



6. S. BILBRO AVE. LOOKING WEST BETWEEN MERCURY BLVD. AND NORTH OF MINOR ST.



7. MERCURY BOULEVARD LOOKING NORTH BETWEEN CARVER AVE. AND FIRST AVE.



5. MINOR STREET BETWEEN S. BILBRO AVE. AND FIRST AVE.

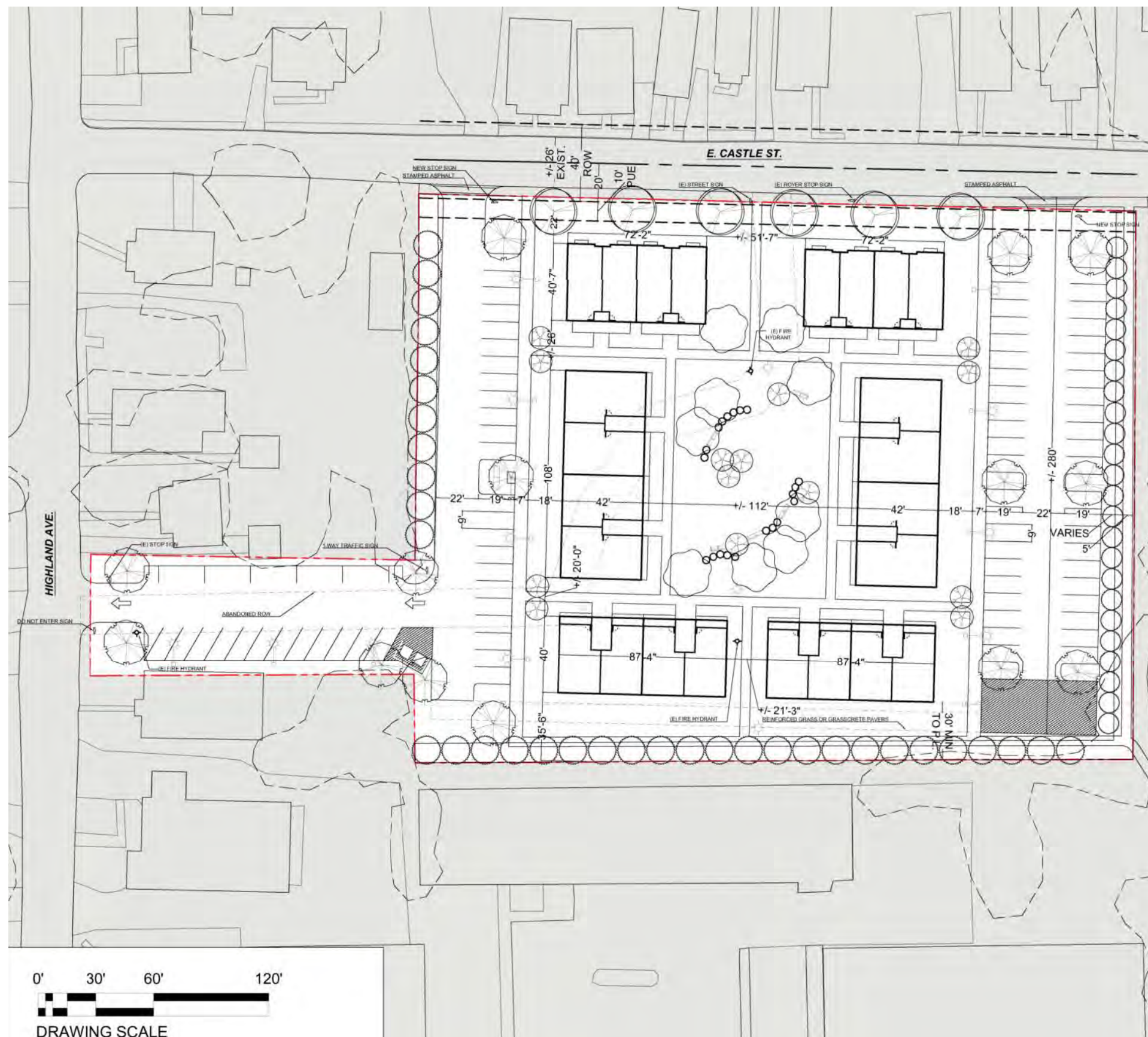


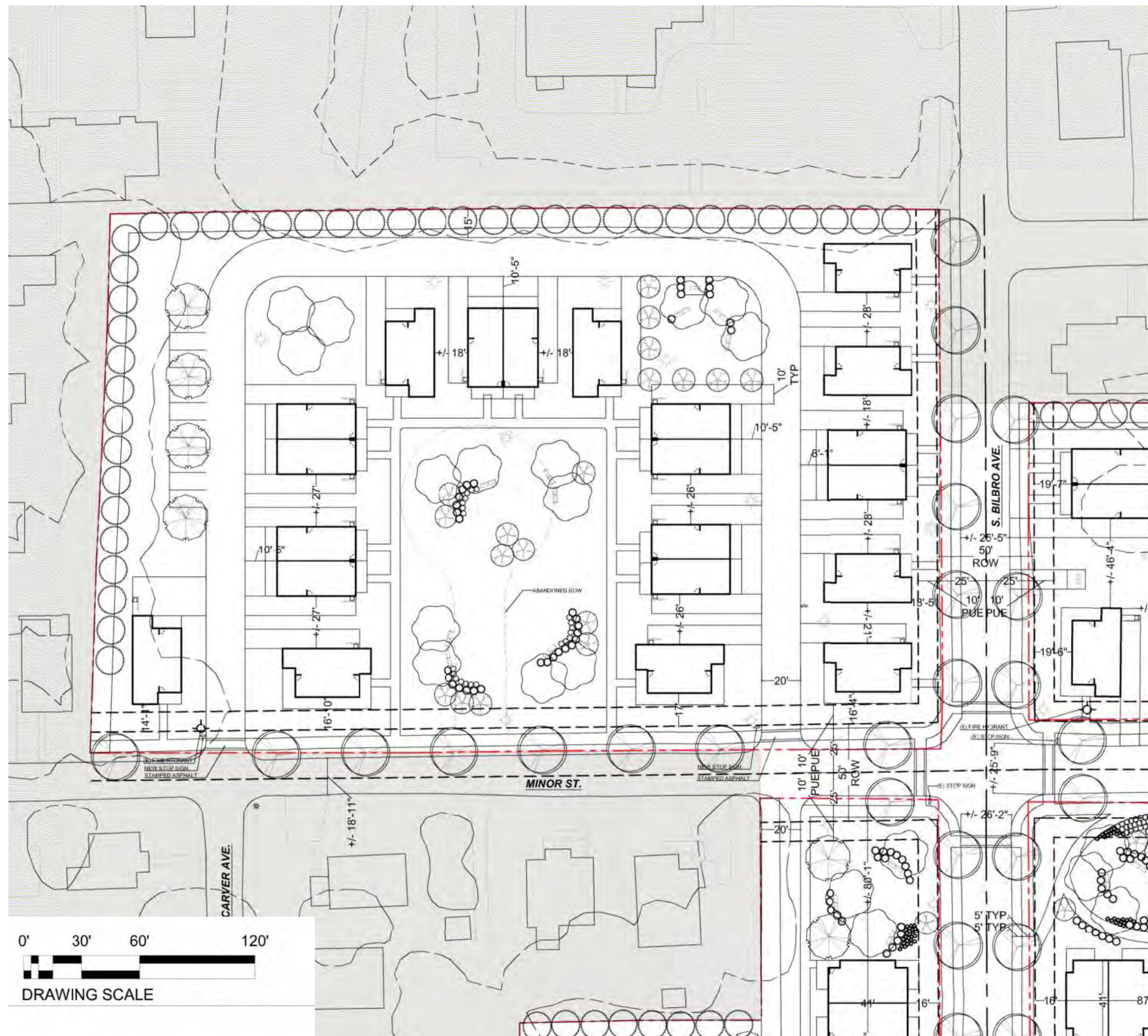
6. S. BILBRO AVE. LOOKING WEST BETWEEN MERCURY BLVD. AND NORTH OF MINOR ST. continued

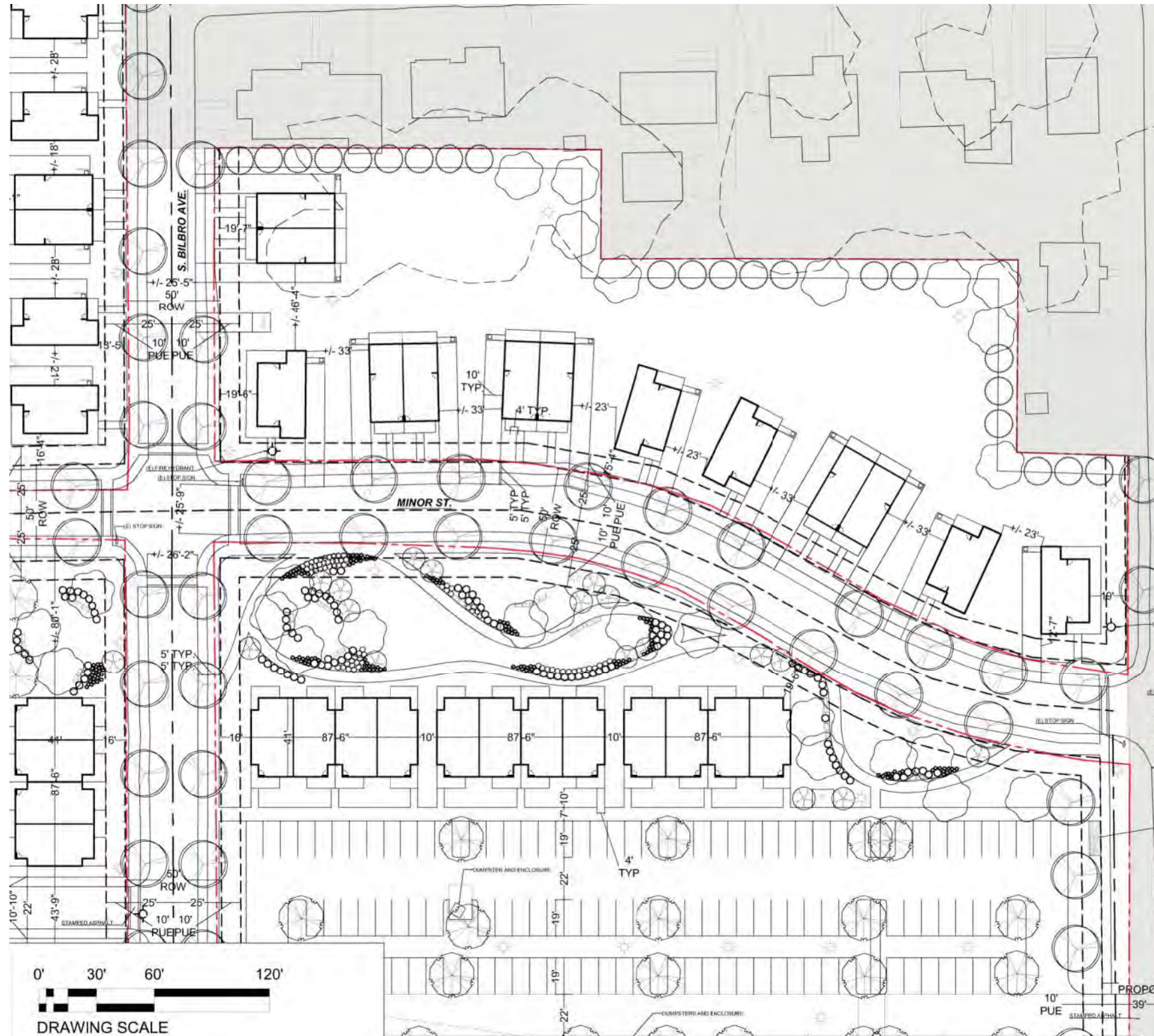
STREET ELEVATIONS



7. MERCURY BOULEVARD LOOKING NORTH BETWEEN CARVER AVE. AND FIRST AVE. continued







DIMENSIONED SITE PLAN - BLOCK 3/7 MERCURY

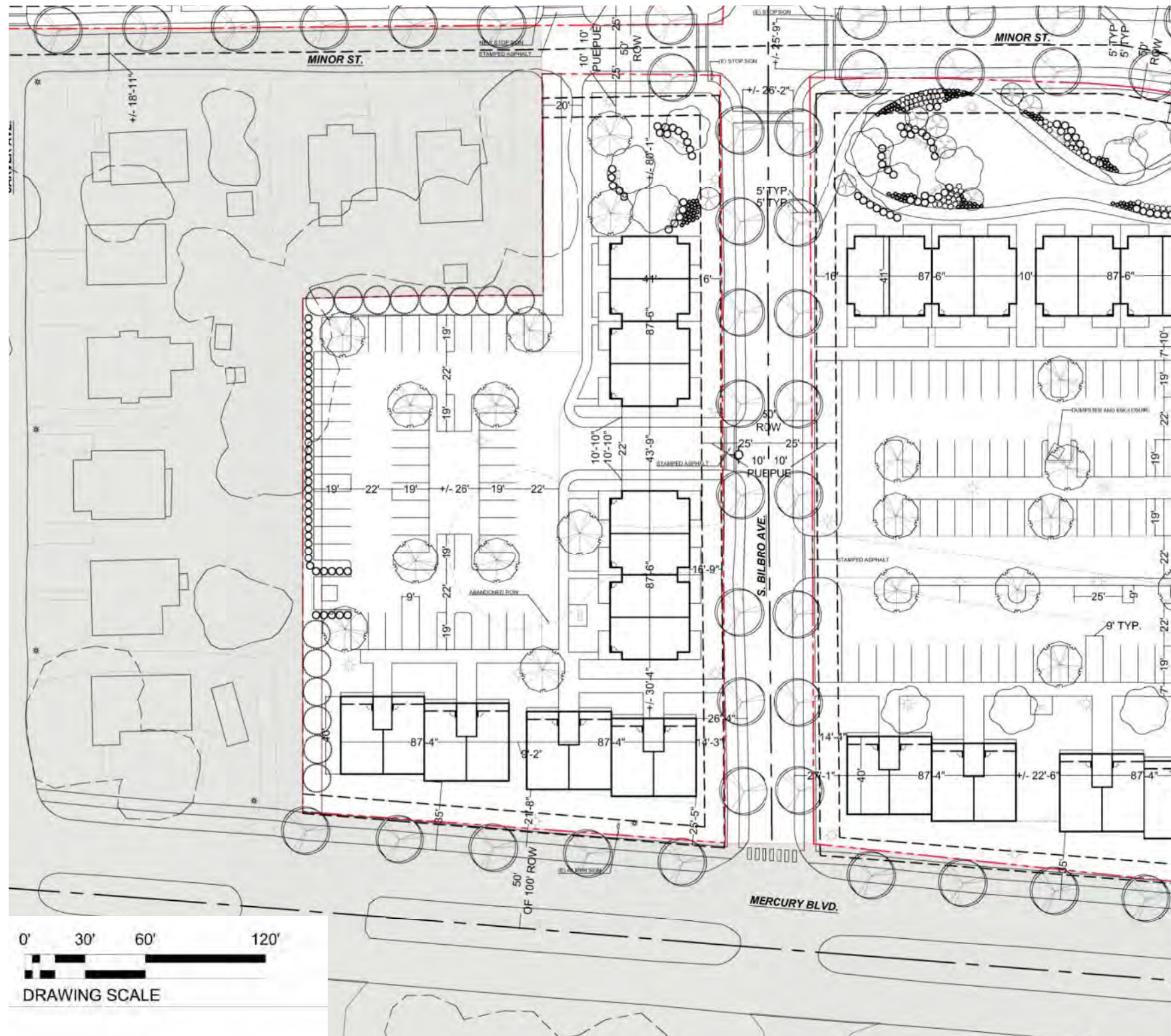




DIMENSIONED PLAN - BLOCK 4 & 5 MERCURY

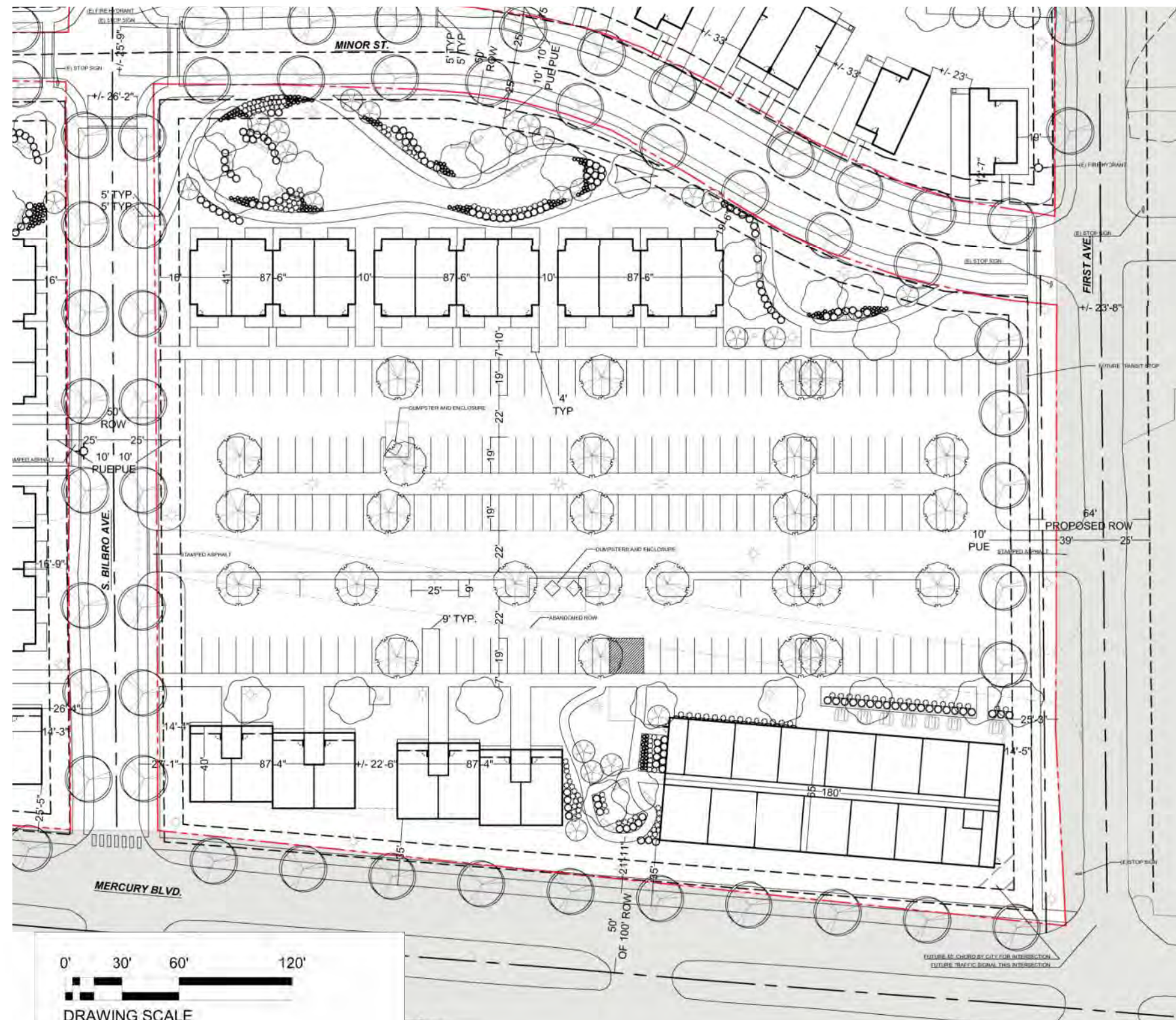


50' ROW proposed along S. Hancock Street through later mandatory referral as current ROW here is 60' per 1958 map from Mercury Blvd. Housing Project #TN 20-4 (1958-205).



DIMENSIONED SITE PLAN - BLOCK 6 MERCURY



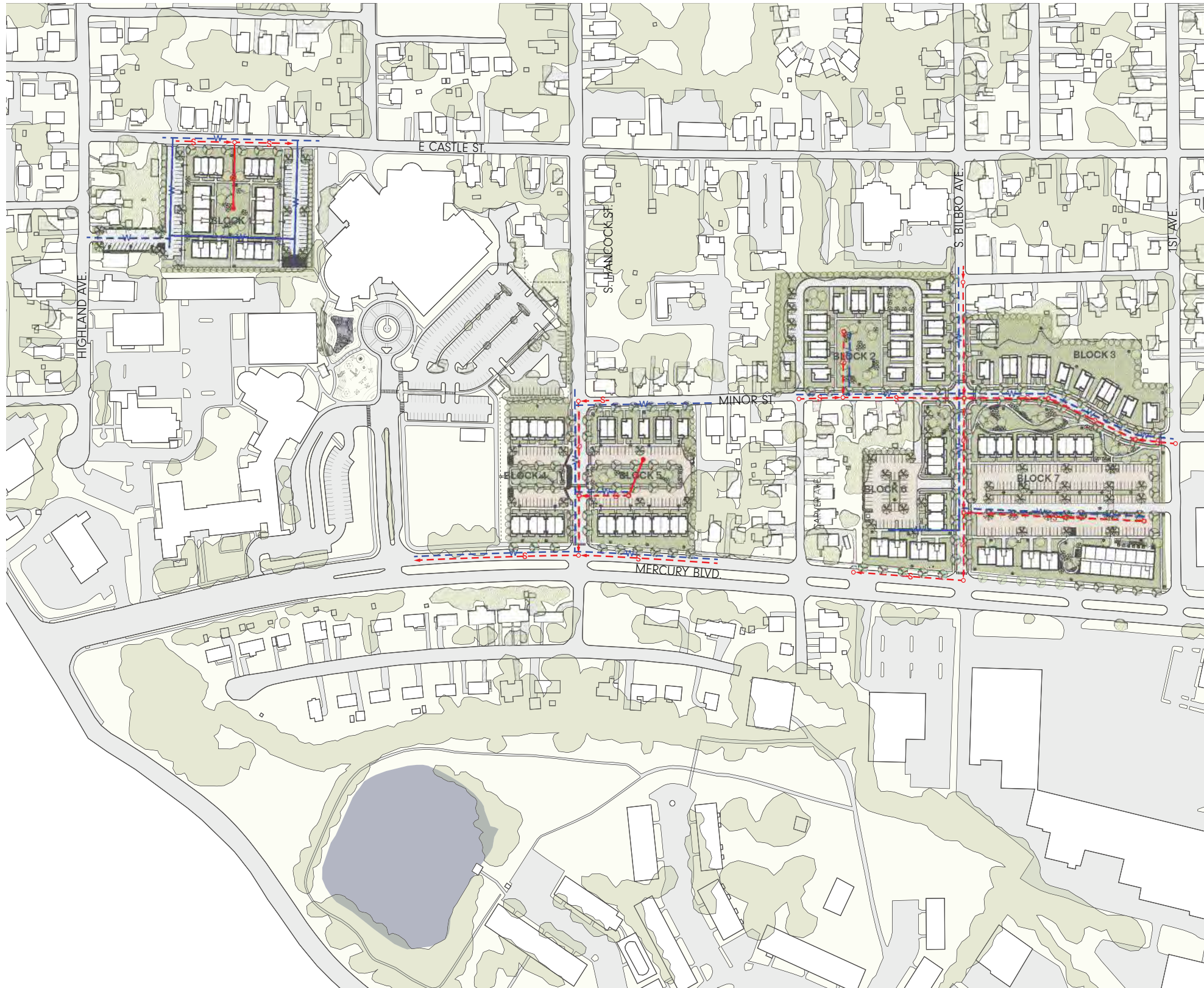




City has identified existing area near the intersection of S. Bilbro Ave. and Sunrise St. that needs to tie into the existing City System. This proposal intends for the storm water system to stay public.

MASTER PLAN - STORM DRAINAGE

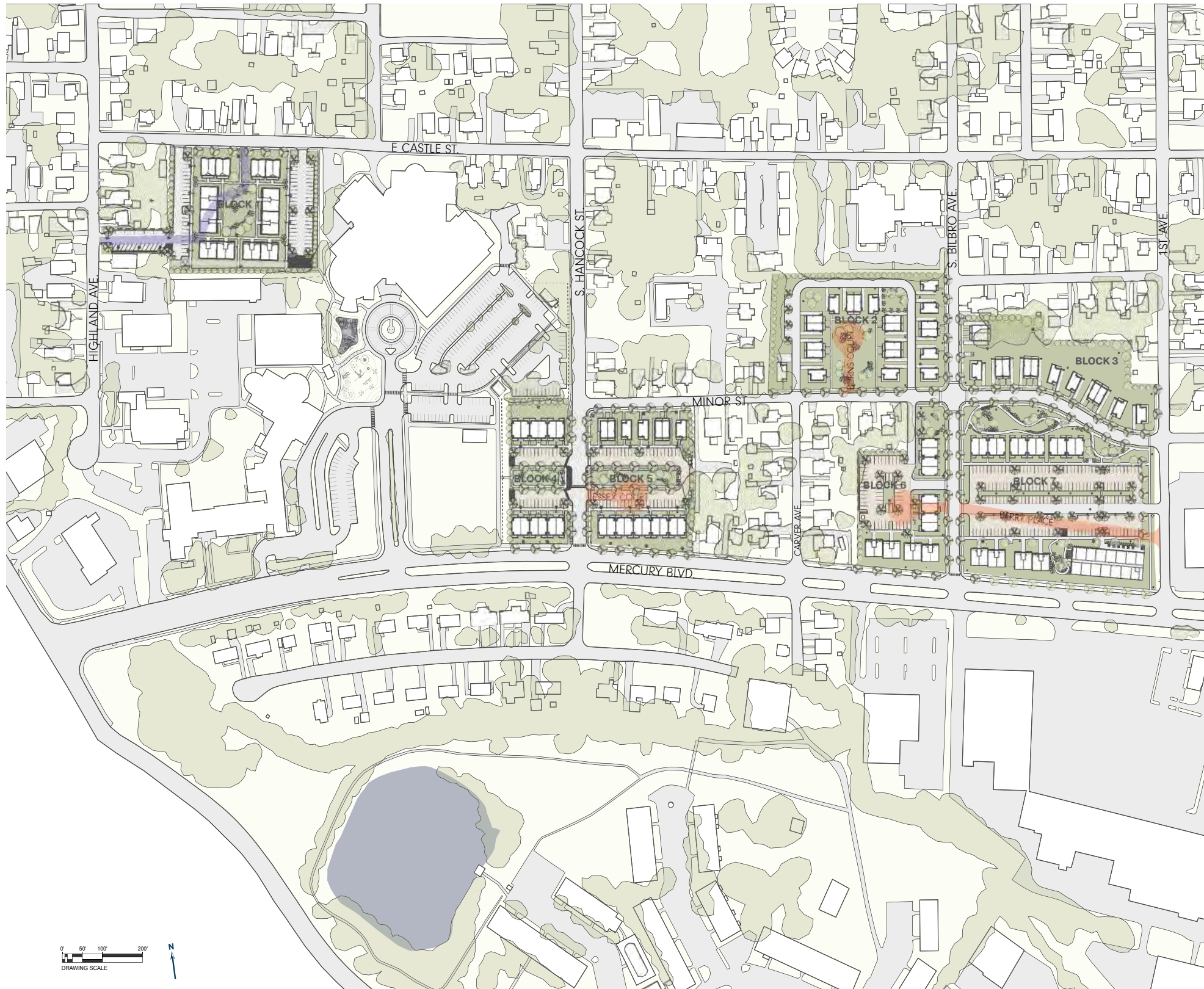




It is anticipated that it will be necessary to replace some clay sewer pipe as directed by the Murfreesboro Water Resources Department.

MASTER PLAN - WATER & SEWER





ROW Abandonments - Mandatory referrals will be required for the development of Mercury Court because four right-of-ways will need to be abandoned:

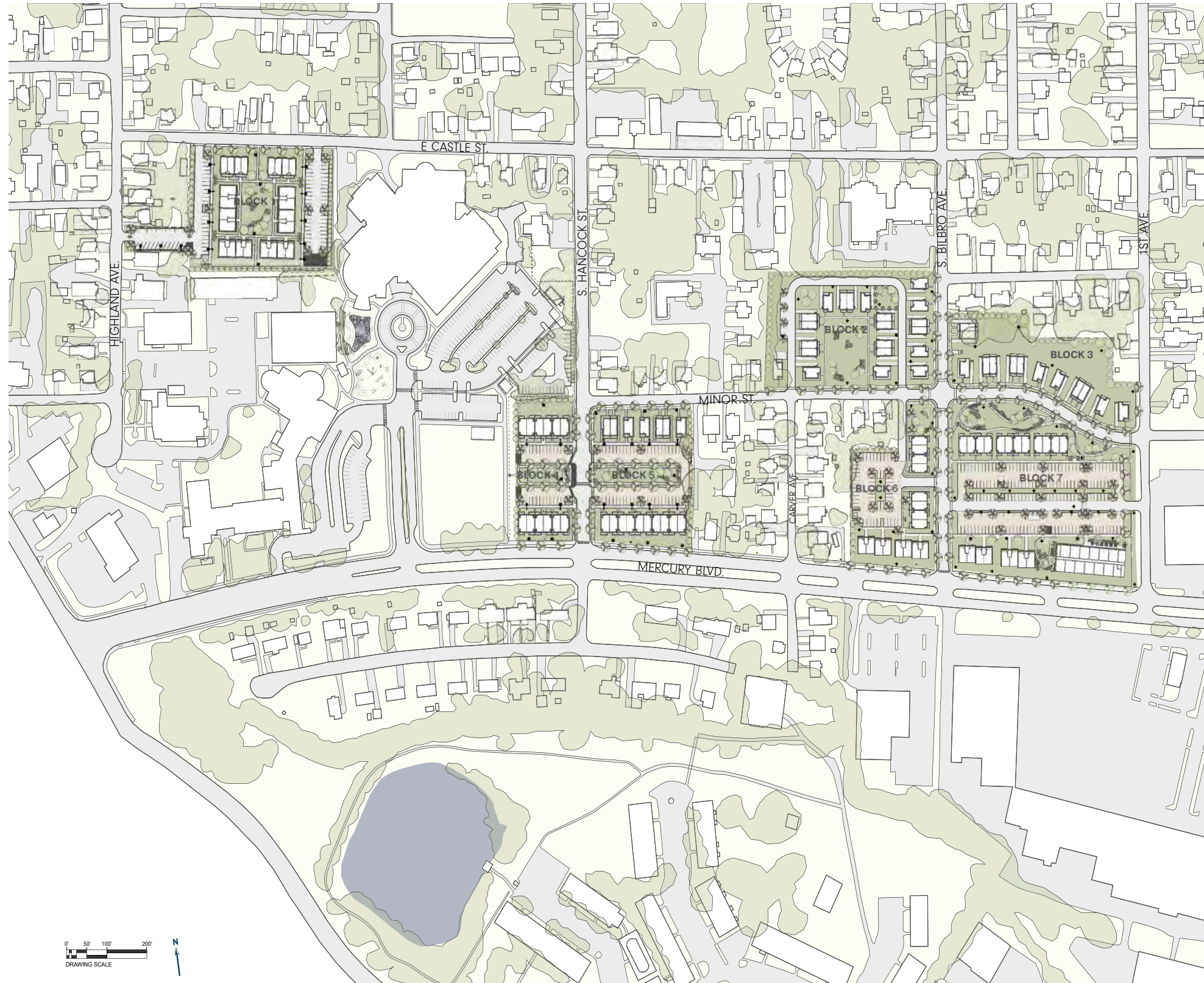
1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.

Easements for utilities within these right-of-ways may be retained until the final utility design is provided to determine if these utilities should remain or be replaced, relocated, or abandoned. It is worth noting that the alley directly across from Burns Court at Minor Street that heads south to Mercury Boulevard (shown as Stephens Ave. on plat recorded in Deed Book 95, page 215) is not a part of Murfreesboro Housing Authority property and will not be included in any design, changes, or abandonment as part of the Mercury Court development.

Vaugh Street ROW Abandonment at Parkside shown in blue has been completed.

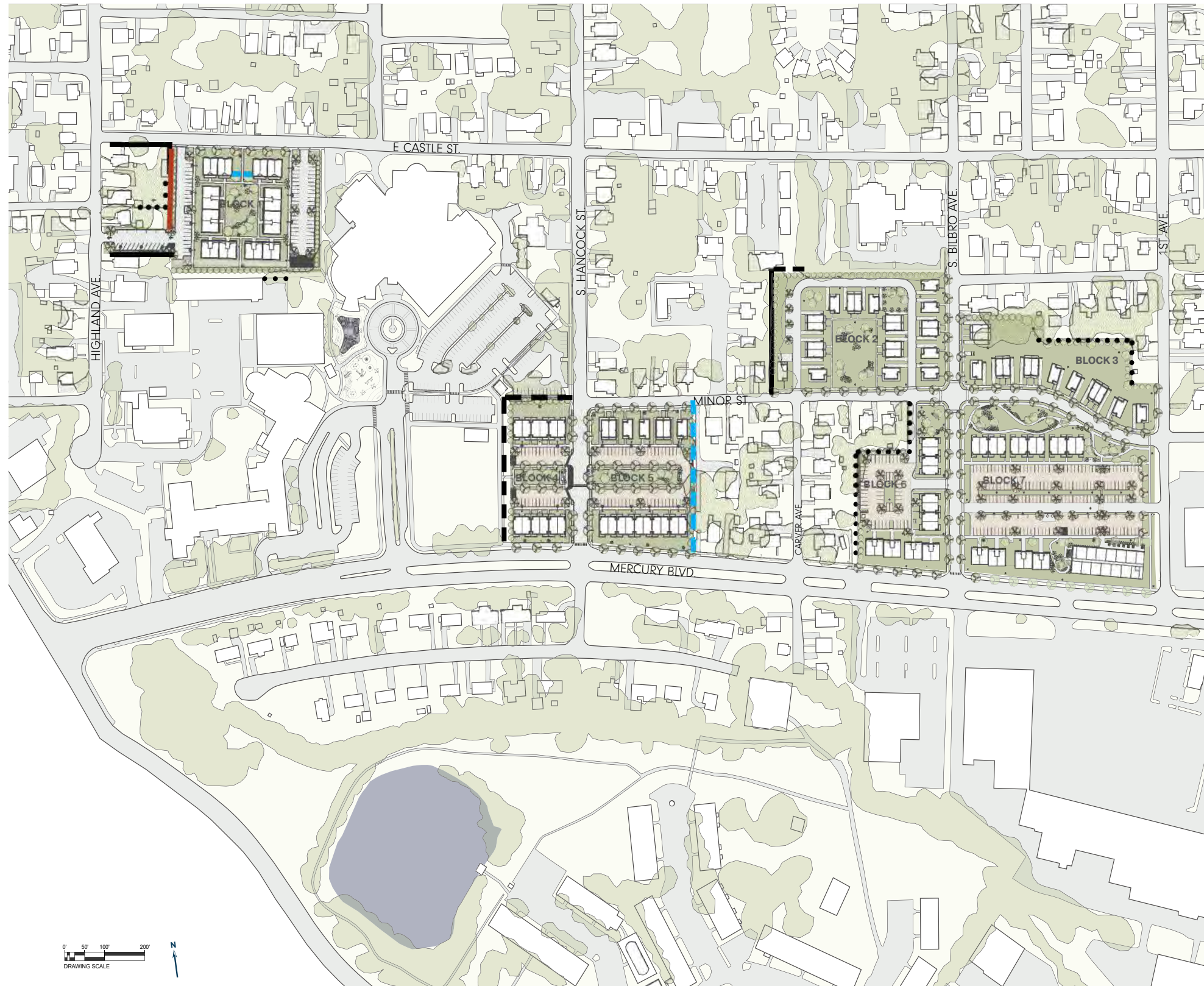
MASTER PLAN - ABANDONED RIGHT OF WAY





MASTER PLAN - LIGHTING





- Existing Chain Link Fencing
- Existing Wrought Iron Look Fencing
- Existing Wood Fencing
- New 6' Wrought Iron-Look Painted Aluminum Fencing *
- New 6' Wrought Iron-Look Painted Aluminum Fencing with screening **

MASTER PLAN - FENCING





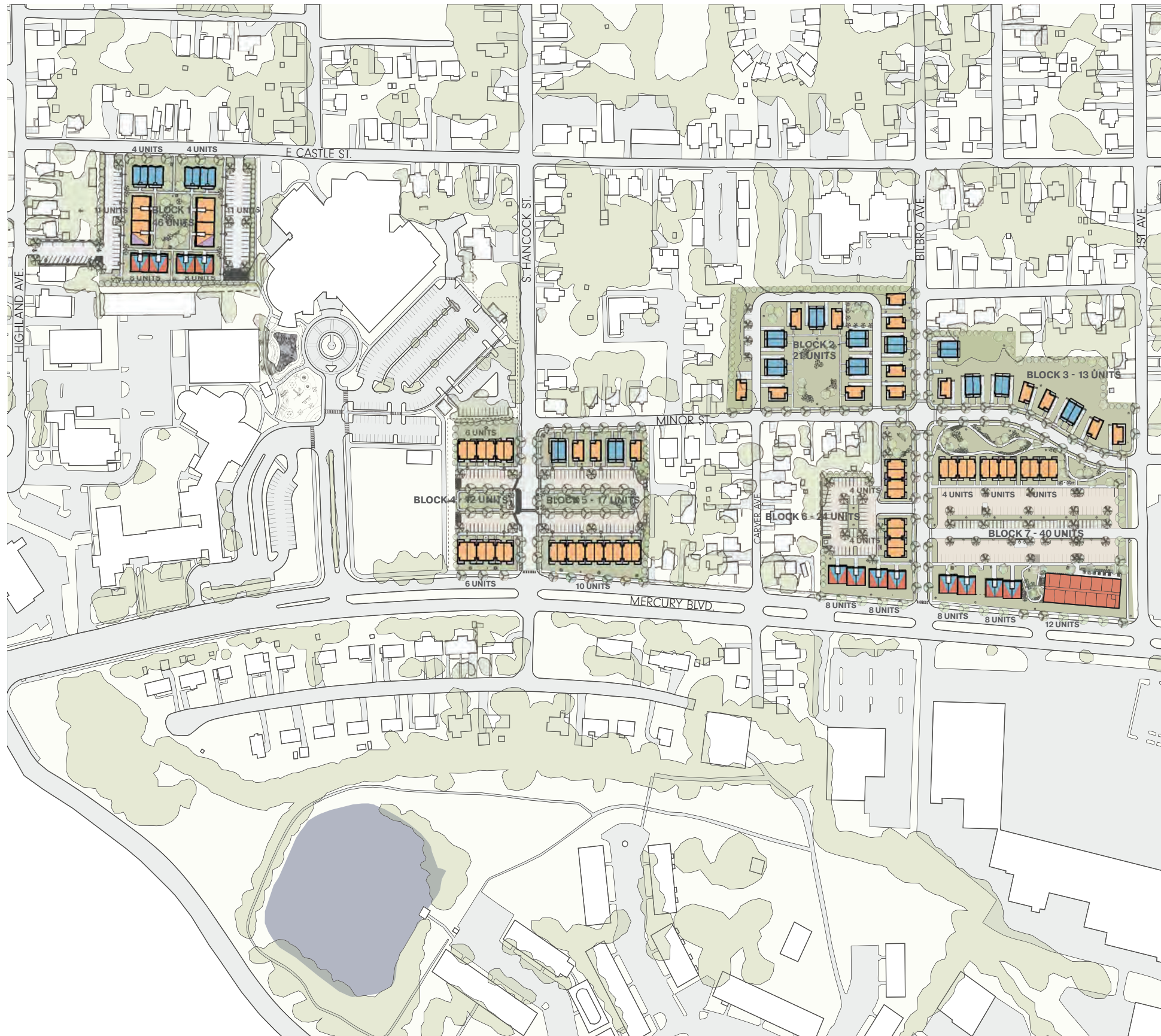
SECTION FOUR \ Architecture



Phase 1 - Parkside				
Buiding Type	No. of Buildings	No. of Units	SQ FT/unit	Total SF
Townhouse 3	2	8	1416	11328
Rowhouse 2/2/2	2			
Ground Floor Unit		6	993	5958
Second Floor Unit		6	1062	6372
Third Floor Unit		6	1062	6372
Rowhouse 2/4	included above			
4 Bed Unit		2	2055	4110
2 Bed Unit		2	1062	2124
Rowhouse 3/1	2			
1 Bed Unit		8	636	5088
3 Bed Unit		8	1566	12528
Totals	6	46		53880

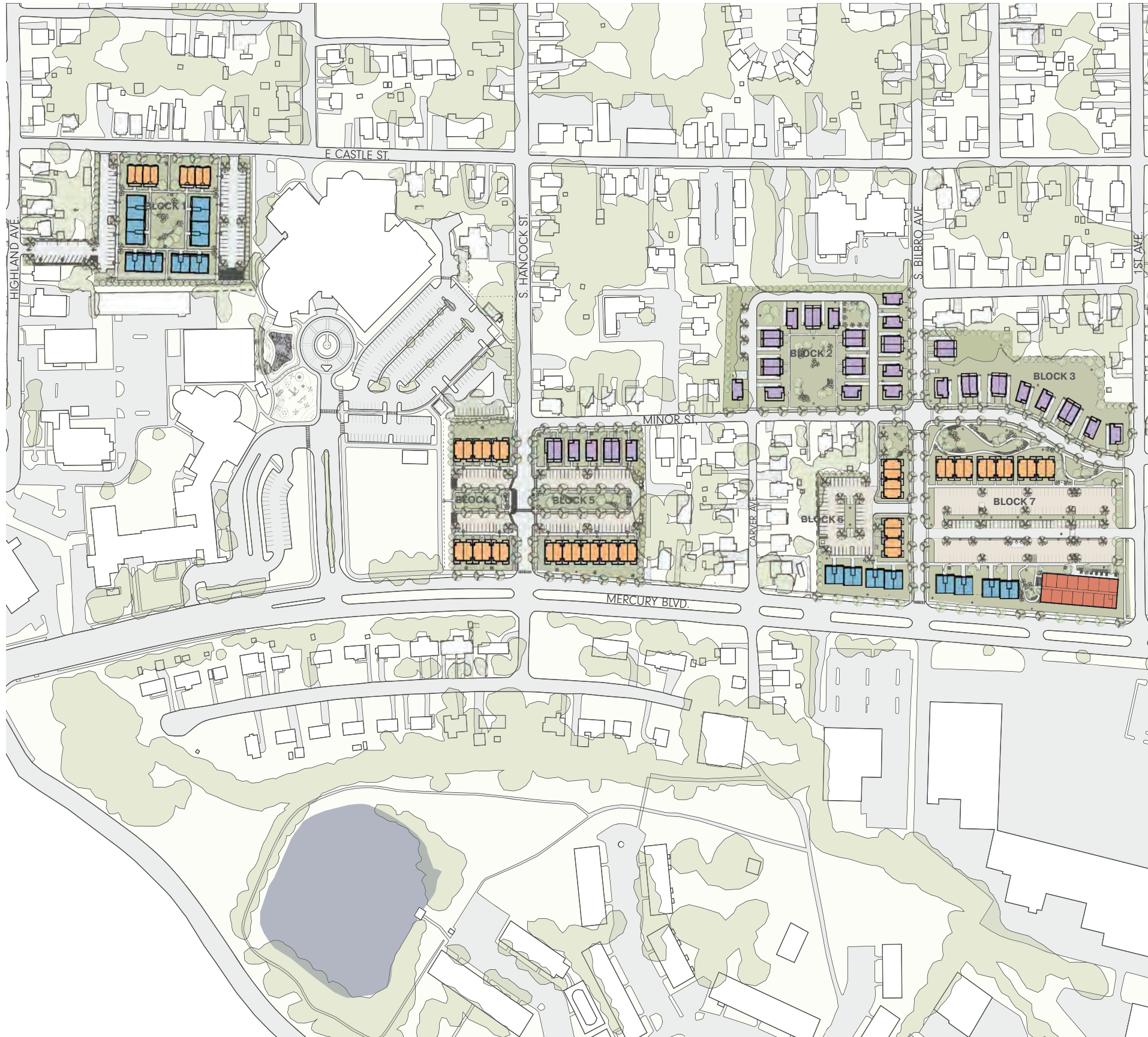
Phase 2 - Mercury				
Buiding Type	No. of Buildings	No. of Units	SQ FT/unit	Total SF
Townhouse 2	8	42	1698	71316
Rowhouse 3/1	4			
1 Bed Unit		16	636	10176
3 Bed Unit		16	1566	25056
Single Family	17	17	930	15810
Duplex	12			
Unit 1		12	1466	17592
Unit 2		12	1466	17592
Commercial	1			34560
Ground Floor		1	11160	11160
Second Floor		1	11700	11700
Third Floor		12	975	11700
Totals	42	127		192102

BUILDING QUANTITIES AND TYPES PER PHASE



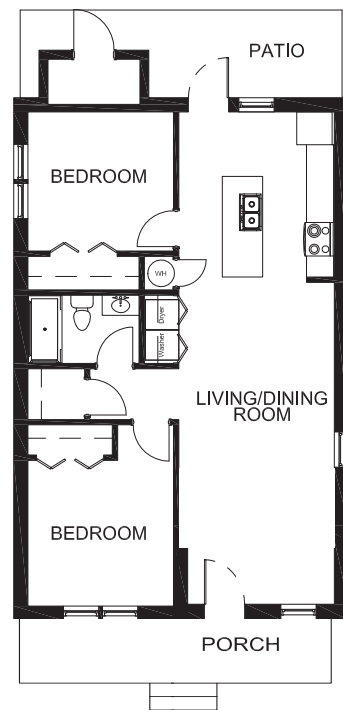
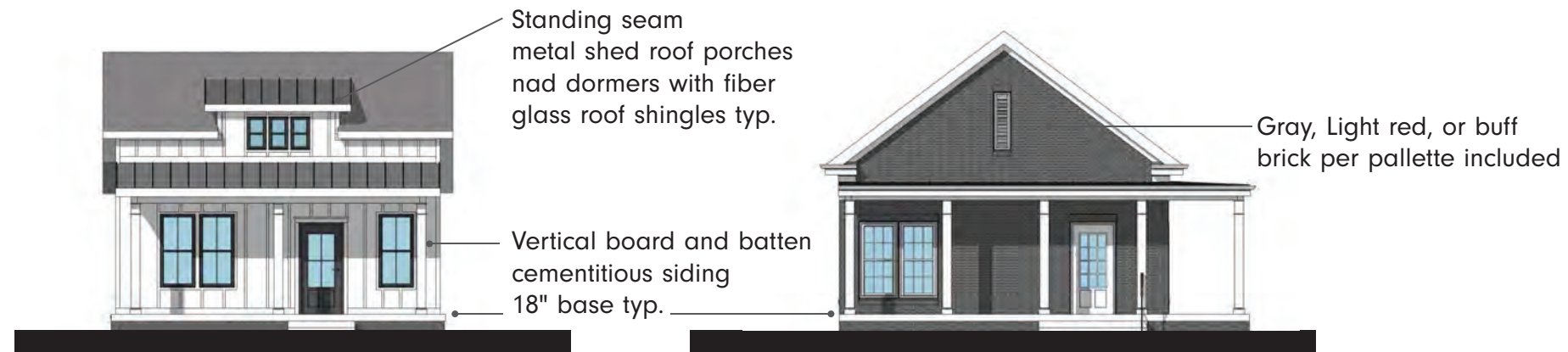
- 1 Bedroom Unit
- 2 Bedroom Unit
- 3 Bedroom Unit
- 4 Bedroom Unit

UNIT TYPE DISTRIBUTION PLAN

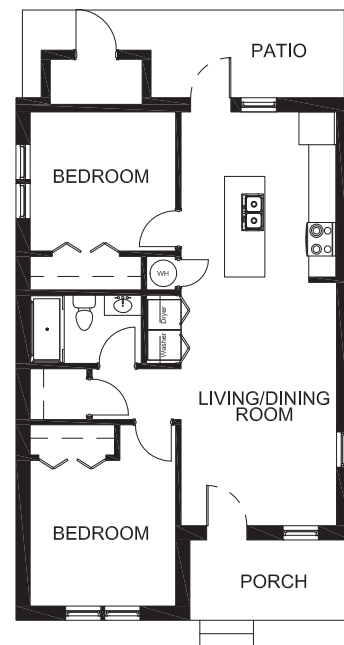


- SINGLE FAMILY/DUPLEX 1 & 2 story single family and duplex homes
- TOWNHOUSE 2-story townhouse for a single family
- ROWHOUSE 3-story multifamily rowhouse (3 levels of 2 BR's or 3 levels - 1 level 2BR and 2 level 3 BR)
- MIXED-USE COMMERCIAL/FLATS 3-story building | 1 BR flats located on 3rd floor | MHA office on 2nd floor | MHA office, clinic, housing lobby on 1st floor

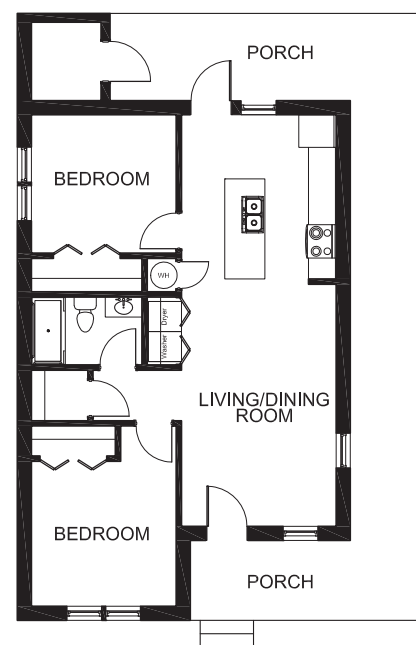
BUILDING TYPES



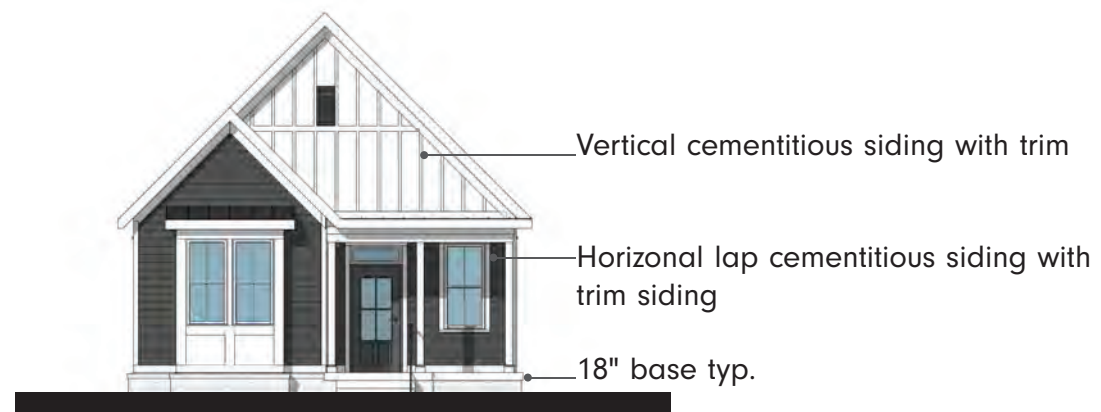
FIRST FLOOR



FIRST FLOOR

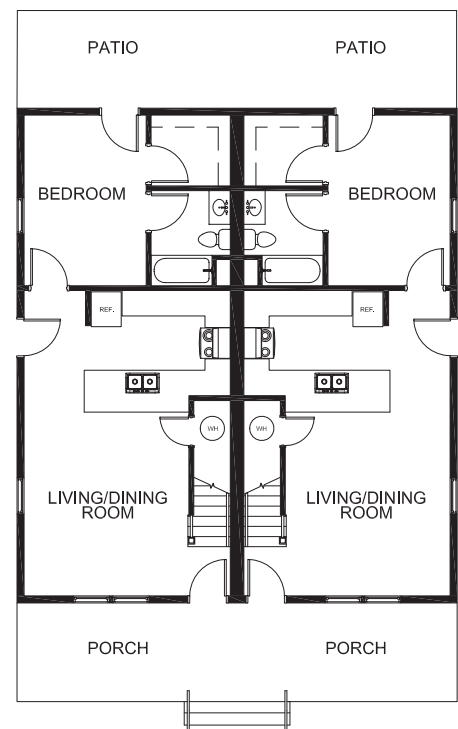
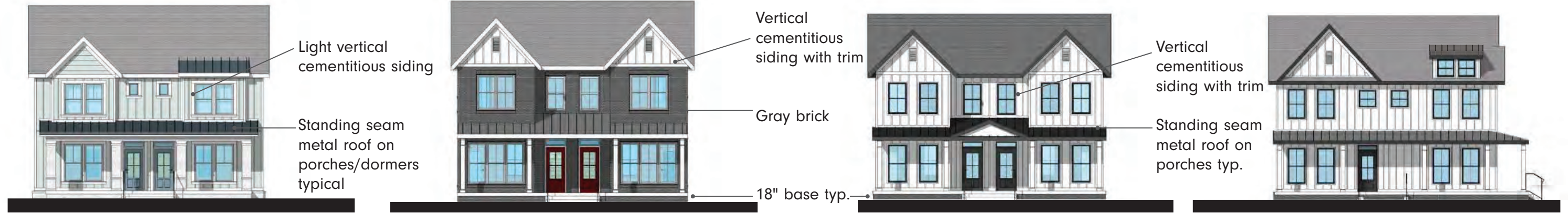


FIRST FLOOR FOR CORNER LOTS

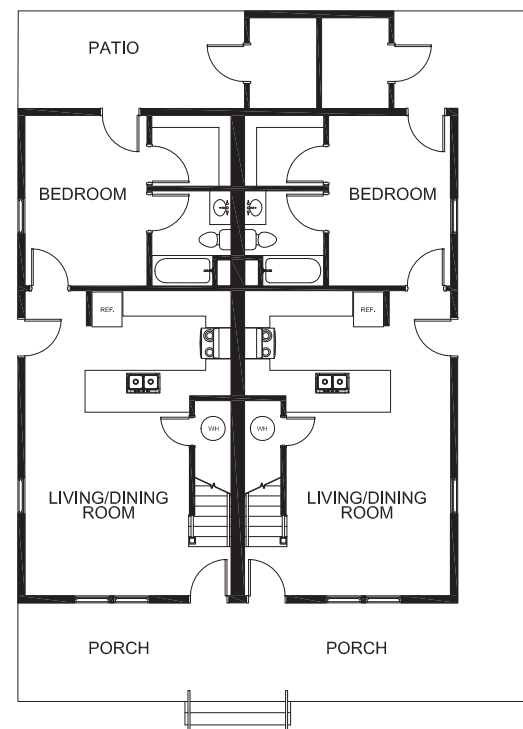


UNIT TYPE | MERCURY - 2 BEDROOM SINGLE FAMILY

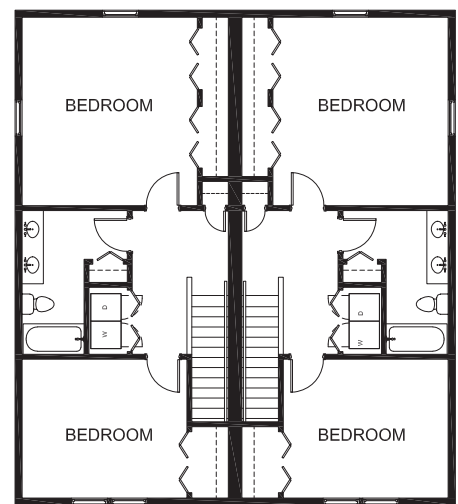
- Single Family
- 2 Bedroom Unit



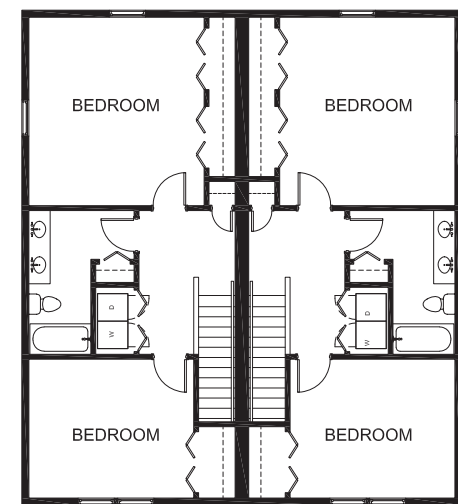
FIRST FLOOR



FIRST FLOOR FOR CORNER LOTS



SECOND FLOOR



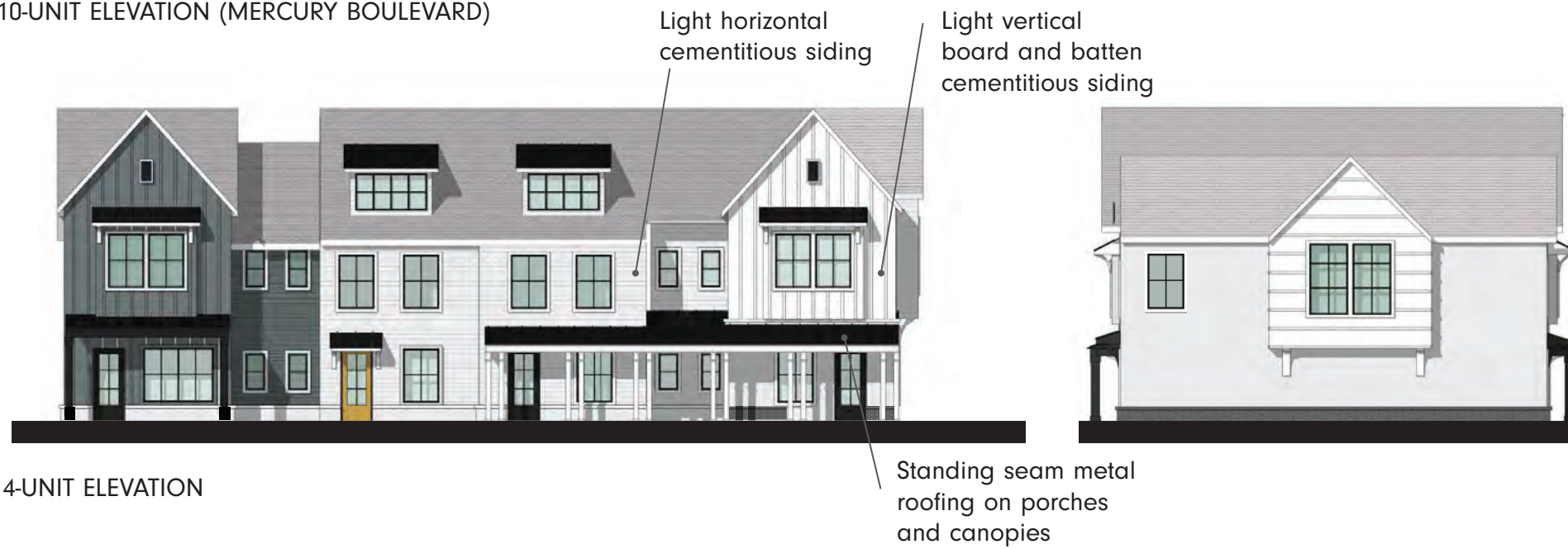
UNIT TYPE | MERCURY - 3 BEDROOM DUPLEX

- Duplex
- 3 Bedroom Unit

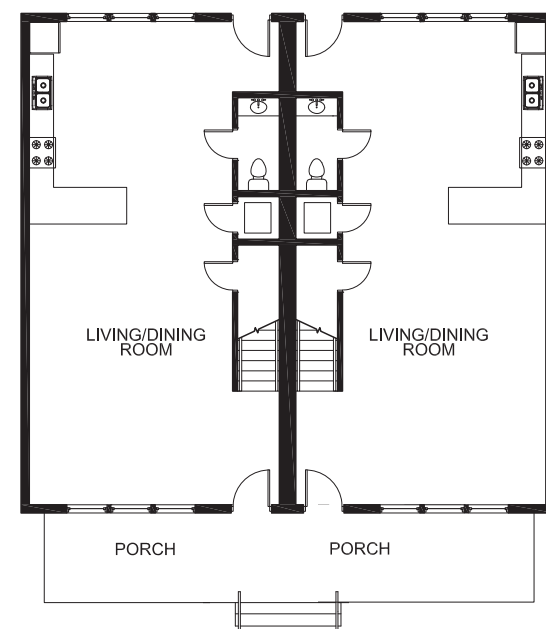




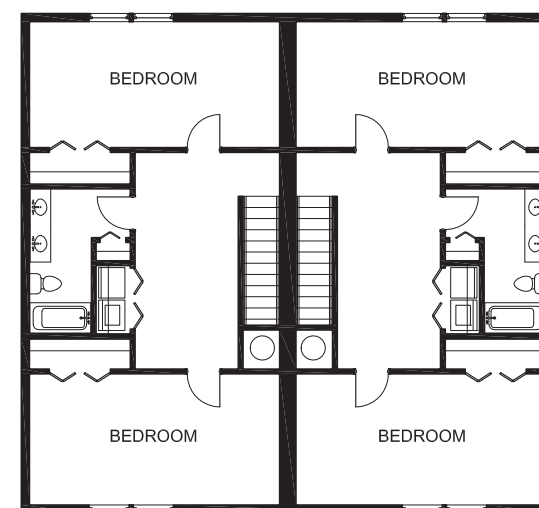
10-UNIT ELEVATION (MERCURY BOULEVARD)



4-UNIT ELEVATION



FIRST FLOOR

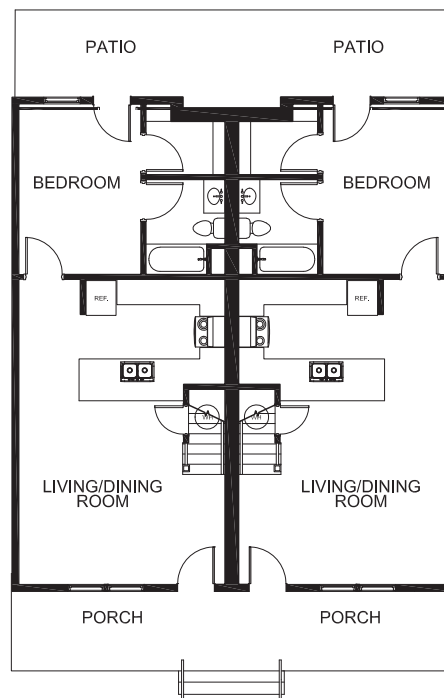


SECOND FLOOR

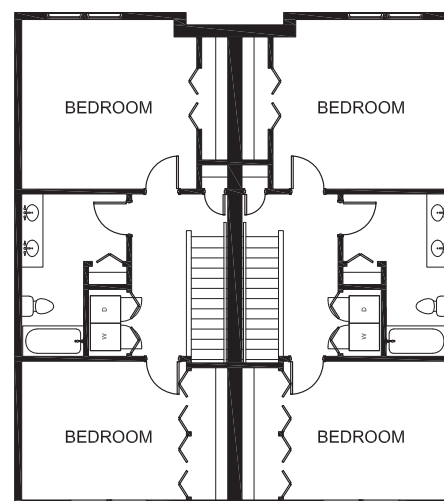
2 BEDROOM TOWNHOUSE - 2 STORY

UNIT TYPE | MERCURY - TOWNHOUSE/2BR

- Townhouse
- 2 Bedroom Unit



FIRST FLOOR



SECOND FLOOR

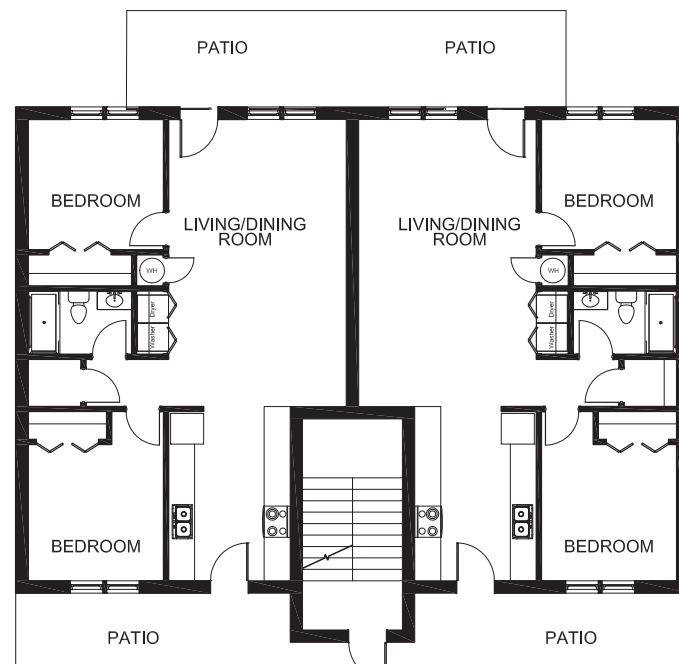


3 BEDROOM TOWNHOUSE - 2 STORY

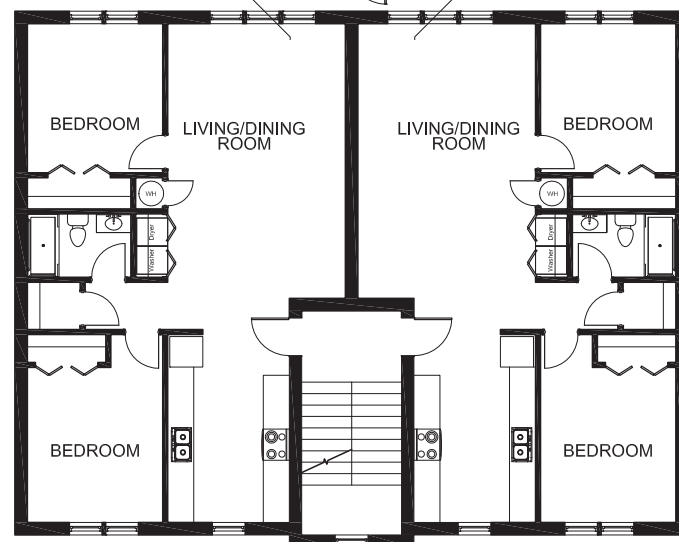
UNIT TYPE | PARKSIDE - TOWNHOUSE/3BR

Townhouse

3 Bedroom Unit



FIRST FLOOR



SECOND/THIRD FLOOR



2 BEDROOM ROWHOUSE - STACKED 3 STORIES

UNIT TYPE | PARKSIDE - ROWHOUSE/2BR - 3 STORIES

- Rowhouse
- 2 Bedroom Unit



Fiberglass shingles and metal standing seam roof on porches, dormers and canopies.



Horizontal cementitious siding

Gray brick

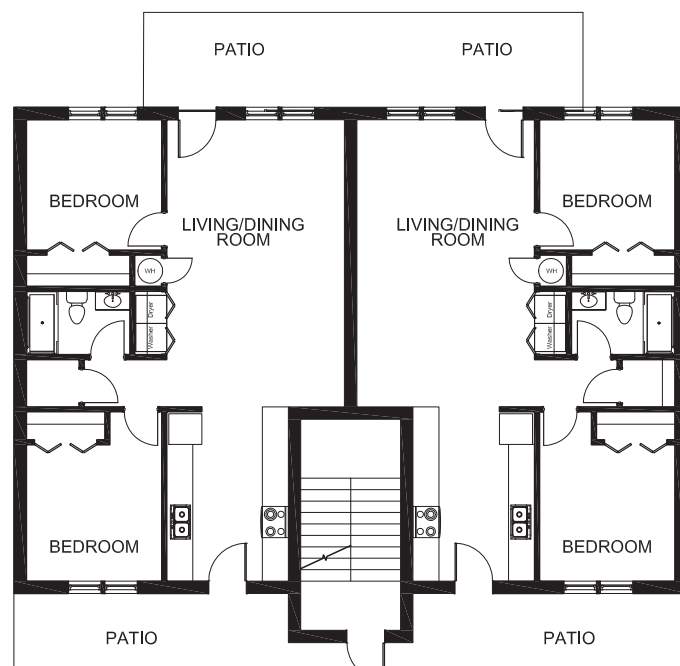
Vertical board and batten cementitious siding



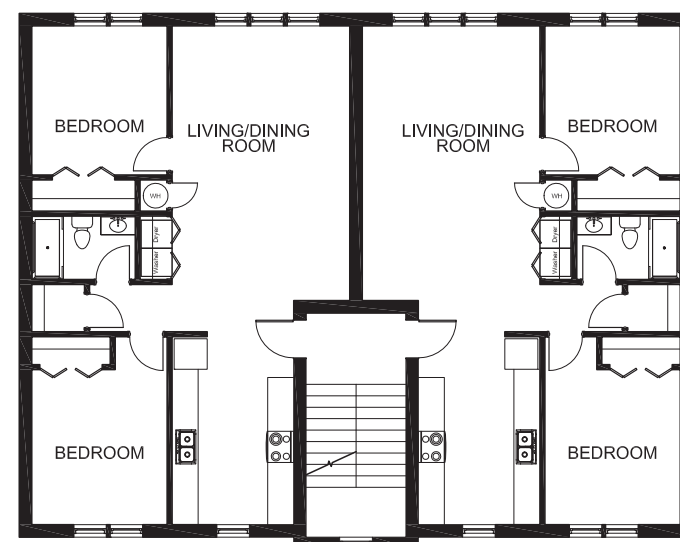
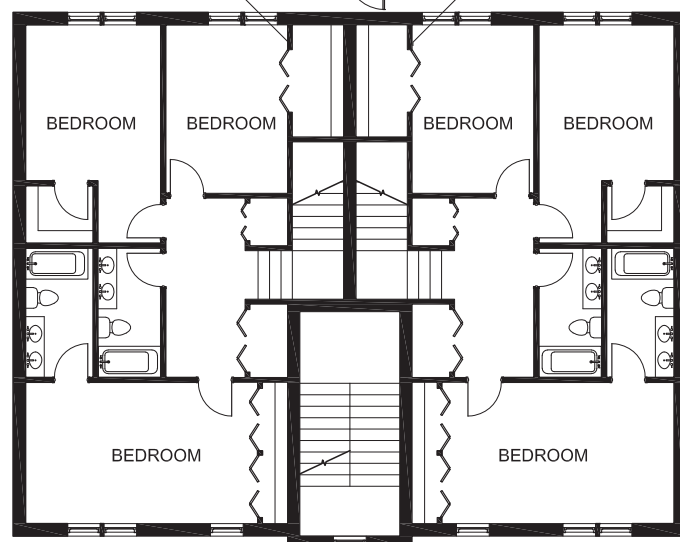
4 BEDROOM ROWHOUSE - 2 STORY WITH A 2BR ABOVE

UNIT TYPE | PARKSIDE - ROWHOUSE / 2 STORY 4 BR WITH 2 BR ABOVE

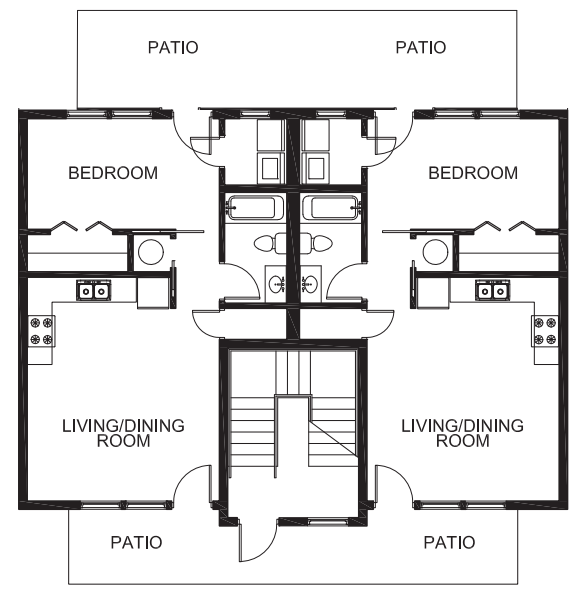
- Rowhouse
- 2 Bedroom Unit
- 4 Bedroom Unit



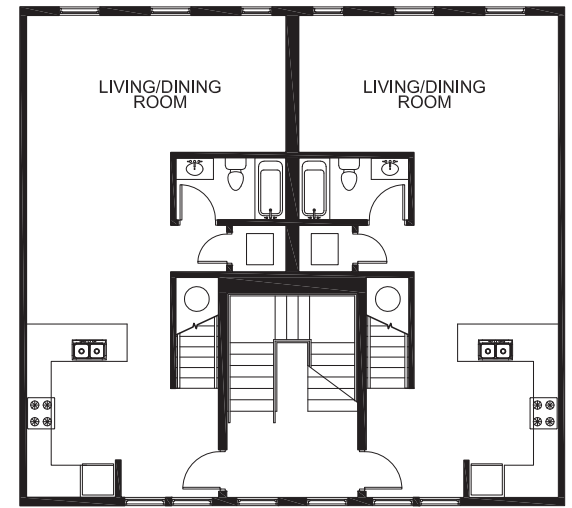
FIRST FLOOR



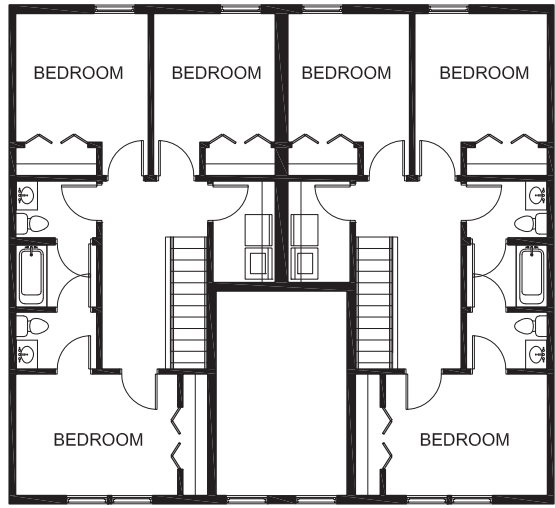
SECOND/THIRD FLOOR



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

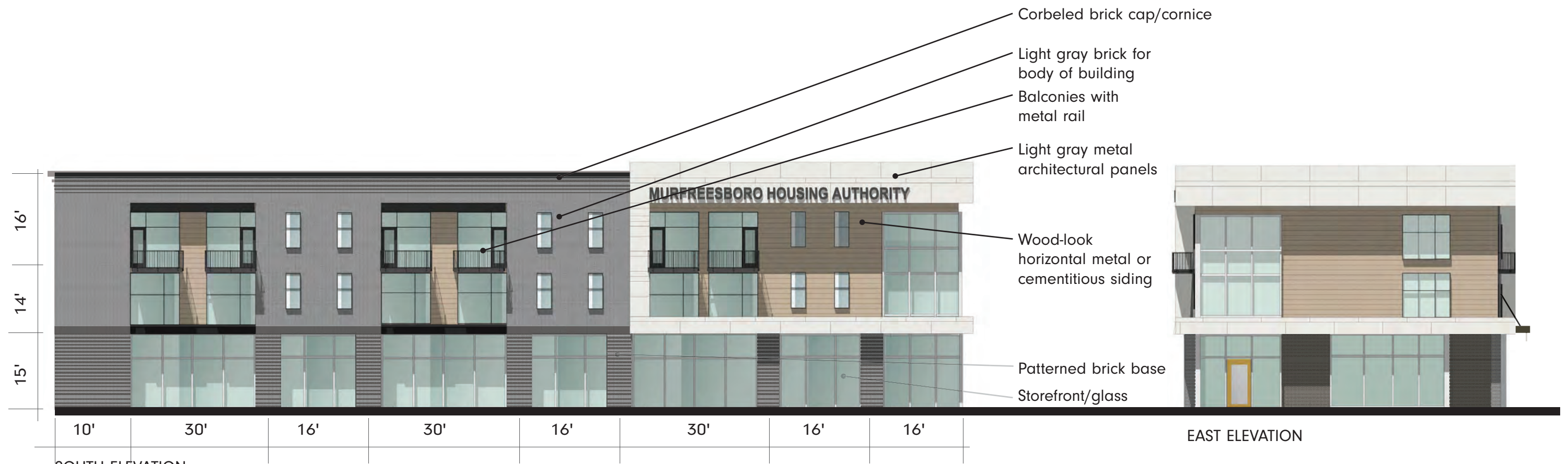


1 BR/1 STORY BELOW 3 BR/2-STORY ROWHOUSE

UNIT TYPE | PARKSIDE & MERCURY - ROWHOUSE

/ 1 STORY-1 BR BELOW 2 STORY-3 BR

- Rowhouse
- 1 Bedroom Unit
- 3 Bedroom Unit



EXAMPLE BRICK CORNICE DETAIL

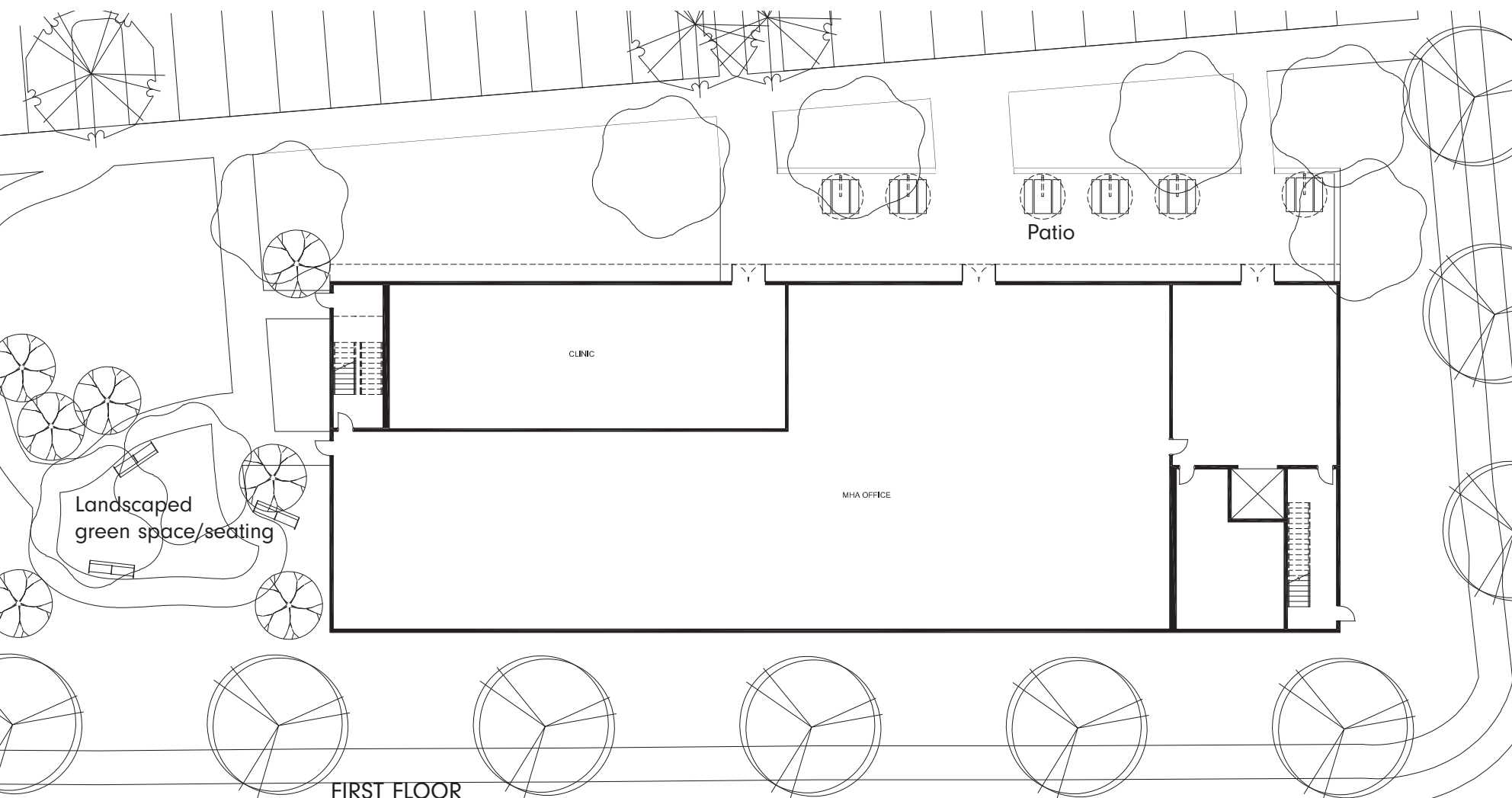




THIRD RESIDENTIAL FLOOR



SOUTH ELEVATION VIEW
FROM MERCURY BLVD.



FIRST FLOOR

MIXED-USE COMMERCIAL BUILDING - RESIDENTIAL
3RD FLOOR 1 BEDROOM UNITS & COMMERCIAL/
OFFICE 1ST AND 2ND FLOORS

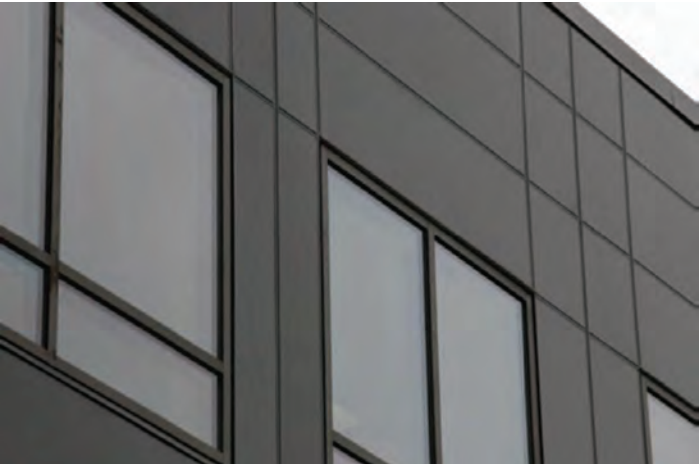
- Commercial/Flats
- 1 Bedroom Unit

MATERIALS

Site Paving / lighting



Brick



Architectural metal panel and storefront on Mixed-Use building

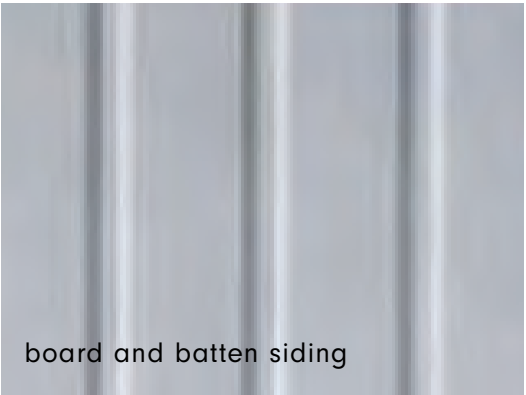
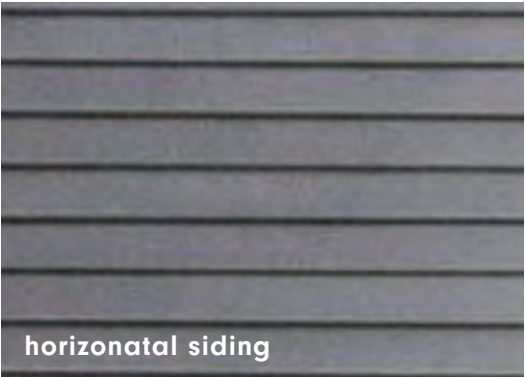
Standing seam metal roof



Black picket rails



FiberCement Siding



Roofing Shingles





PRECEDENT STUDY - EXAMPLE SINGLE FAMILY AND DUPLEX HOUSING



PRECEDENT STUDY - EXAMPLE RESIDENTIAL
TOWNHOUSE AND ROWHOUSE DEVELOPMENTS



PRECEDENT STUDY - EXAMPLE COMMERCIAL / MIXED-USE DEVELOPMENTS

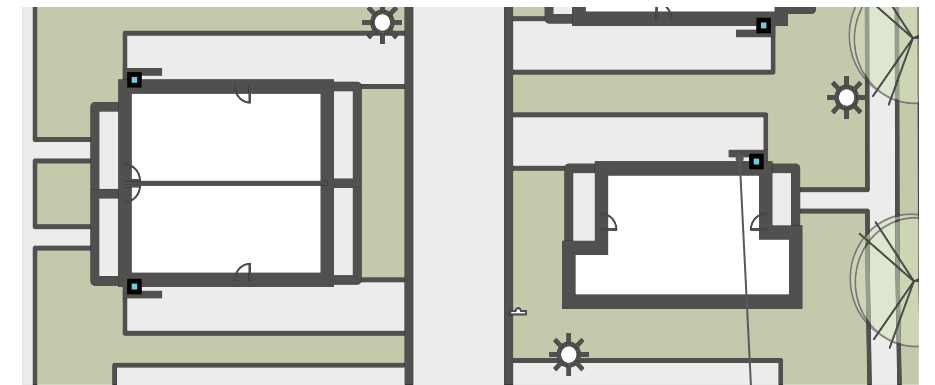


Most multifamily units will have private commercially serviced trash pick up in brick enclosures as noted on enlarged plans,



SOLID WASTE PICK-UP

- Commerical Dumpsters
- Individual Carts



Public trash pick-up at street or alley for each single family or duplex unit

Trash receptacle screening at each unit

1. **"Solid Waste Management.** (1) All developments shall make adequate provision for effective solid waste management. Adequacy of solid waste management systems proposed shall be measured by the following standards: (a) Each single family attached or detached residential owner or occupant shall utilize an automated garbage system refuse container approved by the Solid Waste Department unless otherwise indicated in Chapter 14 of the City Code. A location shall be provided on-site for the refuse container so as to be readily accessible for removal by the City through the automated garbage collection system on the day of collection. A location not visible from the public right-of way shall also be provided for storage of the container. (b) Each unit in two, three, and four family residential units shall utilize an automated garbage system refuse container approved by the Solid Waste Department unless otherwise indicated in Chapter 14 of the City Code. A location shall be provided on-site for the refuse container so as to be readily accessible for removal by the City through the automated garbage collection system on the day of collection. A location not visible from the public right-of-way shall also be provided for storage of the container."

SOLID WASTE PICK-UP





SECTION FIVE \ Planned Development Criteria

AERIAL VIEW - BEFORE/AFTER HANCOCK STREET





AERIAL VIEW - BEFORE/AFTER MERCURY BOULEVARD





E. CASTLE STREET - BEFORE/AFTER PARKSIDE





AERIAL VIEW - BEFORE/AFTER MINOR STREET





AERIAL VIEW - BEFORE/AFTER MINOR STREET LOOKING NORTH





VIEW - BEFORE/AFTER MINOR STREET LOOKING WEST





VIEW - BEFORE/AFTER CORNER OF MERCURY BOULEVARD AND FIRST AVENUE LOOKING NORTH





VIEW - BEFORE/AFTER CORNER OF MERCURY BOULEVARD AND FIRST AVENUE LOOKING SOUTH





PLANNED DEVELOPMENT CRITERIA

General Applicability Per Section 13B – Planned Development Regulations

1.

Ownership and division of land: The site is owned by the Murfreesboro Housing Authority. The parcels are currently zoned RD, RS-8,and RM-16 with City Core Overlay (CCO) District for the City of Murfreesboro. A rezoning to PUD with CCO will be pursued.
2.

Waiver of BZA action: No action of the BZA shall be required for approval of this planned residential district.

ROW Abandonments - Mandatory referrals will be required for the development of Mercury Court because four right-of-ways will need to be abandoned:

1.

Berry Place from First Avenue to South Bilbro Avenue.

2.

Berry Place cul-de-sac west of South Bilbro Avenue.

3.

Burns Court cul-de-sac north of Minor Street.

4.

Essex Court cul-de-sac east of Hancock Street.

Easements for utilities within these right-of-ways may be retained until the final utility design is provided to determine if these utilities should remain or be replaced, relocated, or abandoned. It is worth noting that the alley directly across from Burns Court at Minor Street that heads south to Mercury Boulevard (shown as Stephens Ave. on plat recorded in Deed Book 95, page 215) is not a part of Murfreesboro Housing Authority property and will not be included in any design, changes, or abandonment as part of the Mercury Court development.
3.

Common Open Space: New parklike open space will be provided a) In the center of Parkside off E.Caste Street b) along Minor St. from S. Bilbro Avenue to First Avenue c) along the north side of Minor Street between Carver St. and S. Bilbro Ave. d) as an East-West green space between the parking area tying Patterson Park Complex to a Rover stop to the Stephens Avenue alignment.
4.

Accessibility to site: The property is accessible from Hancock, E. Caste St, S. Bilbro and First Ave.
5.

Off-Street parking: The Parkside site will be provided with 83 off-street parking spaces for the 46 residences planned for Parkside. For Mercury the commercial building is planned with 80 off-street parking spaces. In total, Mercury will be provided with 402 off-street spaces (includes driveways and visitor spots.)
6.

Pedestrian Circulation: Sidewalks with street trees are planned along all streets with accessible cross walks at all intersections. A meandering paved walking trail will also be provided in the Minor Street Park.
7.

Privacy and screening: The existing wooded tree lines along the edges of the properties will remain in place.
8.

Zoning and subdivision modifications proposed are bulleted below. The property owner is requesting:

A. The property be rezoned from the current RD, RS-8 and RM-16 zoning with CCO to a PUD planned unit district zone with CCO remaining in place.

B. A reduction in the required parking spaces for Parkside is also requested due to the current use and need of the MHA residents as explained within on page 51.

C. A 20' private road/alley south of Minor St. and at ingress into Block 6 from S. Bilbro is requested due to the limited width and use.

D. 20' Private street/alley for ingress and egress into the loop street off the north side of Minor St. into Block 2.

E. CCO front/side/rear setbacks to be 10' throughout minimum to the facade features (10' minimum spacing between residential buildings on the same lot/parcel).

F. No exceptions from Landscaping buffering requirements are requested.

G. Potential 5' front setback for townhomes along west side of S. Hancock St. from the Right of Way should a Mandatory Referral not be approved reducing the street ROW from 60'to 50'.

9.

Phasing: The project will be completed in 2 or more phases. 46 residences in Phase 1 will be the replacement of the units at Parkside off E. Castle St. and Phase 2 will include 127 homes for Mercury and 23,400 square foot commercial/mixed-use building containing 3rd floor housing.

10.

Annexation: Annexation is not included or necessary in this zoning request.
11.

Landscaping; Landscape screening will be limited only to areas as generally designated on the Landscape Plan. The existing tree lines on the edges of the property lines will be maintained and supplemented with minimum 8' wide landscape yard with a contiguous row of shrubs 24" minimum height at planting as illustrated on the Landscape Plan pages 54-55.

12.

Major Thoroughfare Plan: The PUD is consistent with the Major Thoroughfare Plan. Additionally a future signal is planned for First Avenue at Mercury Blvd. which will need to have additional ROW dedicated and constructed along the project site to accommodate 3 outbound and 1 inbound travel lanes and landscape + sidewalk with 45 degree chord next to intersection for signal pole and signal equipment. Additionally the ROW will be confirmed along Minor Street to meet City standard.

13.

Applicant contact information: Contact information is located on sheet 1.

14.

Proposed Signage: It is suggested that the property does not have a sign representing the development as it is being designed to fit into the existing neighborhood and not stand alone. Signage can be provided for the commercial building and the businesses at a later time.
- ## Section 13 – Project Development Criteria Requirements
1.

Identification of existing utilities: Shown in Pattern Book page 18.

2.&3.

Graphics. Renderings, maps and or aerial photography showing existing conditions or natural features of the site:" Shown on the following pages: 13-35.

4.&5.

Drawing and/or diagrams identifying areas of development, proposed building, screening, proposed landscaping and pedestrian and vehicular circulation: Enlarged Block by Block conceptual site plans are shown on the following pages: 44-50.

6.

Development Schedule: Phase 1 is projected to be complete with construction at the end of 2023 and Phase 2 is projected to commence after that and has not been confirmed yet.

7.

Relationship of the planned development to current city policies and plan: The development is consistent with the growth of the city and contributes to the solution of providing more affordable housing which was identified in the 2035 Plan for Murfreesboro.

8.

Proposed deviation from zoning and subdivision ordinance: See #8 in first column of this page.

9.

Site tabulation for land area, FAR, LSR, and OSR: NA as Planned Unit District
- | Land Requirements Table | | | | |
|-------------------------------|--|--|---|---|
| Site | CCO | RM-16 | Parkside requested | Mercury requested |
| | | | New 46-unit townhouse/apartment housing | New apartment, townhome, rowhouse, single family and duplex housing consisting of 127 units including mixed-use office building |
| Use | | | | |
| Zoning | | | PUD | PUD |
| Total Units | | | 46 | 127 |
| Total Land Area | | | +/- 119,626sf = 2.75 Acre | +/-649,927sf = 14.92 Acre |
| Total Units/Acre | | 16 unit/acre Max | 16.73 | 8.51 |
| Gross Floor Area (Floor Area) | | | +/- 53,880sf | +/-192,102sf |
| Building Footprint | | | +/- 21,887sf | +/- 95,287sf |
| Open Space (SF/%) | 20% Min | 20% Min | 52,781sf / 119,626sf = .44 = 44% | 234,429sf / 649,927sf = .36 = 36% |
| Formal Open Space | 5% Min of Site | 5% Min of Site | Center Green = 10, 025sf = 8.3% | Parks and Hardscape = 50,561sf = 7.7% |
| Floor Area Ratio (FAR) | Per underlying zoning | No Max | 0.45 | 0.30 |
| Livability Space Ratio (LSR) | Per underlying zoning | None | NA | NA |
| Open Space Ratio (OSR) | | None - Single Family & Duplex
20% - Multi-Family | Open Space/Floor Area=
52,781sf/53,880sf = .98 | Open Space/Floor Area=
234,429sf/192,102sf = 1.22 |
| Lot Coverage% | 100% non-residential; 50% residential | 35% - single family & Duplex
None - multi-family | 21,887sf / 119,626sf = .183 = 18.3% | 95,287sf / 649,927sf = .147 = 14.7% |
| Front Setback | Block Avg. < 30' max, but average of block face | 30' | 28' | Varies - 10' min,* |
| Side Setback | Per underlying zoning | 5' - Single Family
10' - Multi-Family 1 story
20' - Multi-Family 2 story
25' - Multi-family 3 story | 75' | Varies - 10' min,* |
| Rear Setback | Per underlying zoning | 25' | 30' | Varies - 10' min,* |
| Max Height | 50% higher than adjacent | 45' | 45' | 45' |
| Parking | 2 space/Single family with 2 or more BR's; 1 space per multifamily bedroom; Commercial | | 83 | 366 |
- * Except for those facing Mercury have 20' setback from Mercury ROW, and corner lots must meet visibility triangles. Those facing S. Hancock have a 5' front setback from existing S. Hancock Street ROW.
- 112
- PLANNED UNIT DISTRICT | PROPOSED DEVELOPMENT

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 4, 2021

6: 00 P.M.

CITY HALL

MEMBERS PRSENT

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

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Holly Smyth, Principal Planner
Joel Aguilera, Planner
Abraham Farias, EIT
Sam Huddleston, Dev't Services Executive Dir.
Nate Williams, Parks & Recreation Director
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Carolyn Jaco, Recording Assistant

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.

Continuing, Chair Jones announced to the Planning Commission this would be the last meeting for Planning Commissioner Jennifer Garland. Chair Jones recognized that Ms. Garland has been a valuable member of the Planning Commission for over 6 years.

3. Approve minutes of the July 14, 2021 Planning Commission meeting.

Mr. Warren Russell moved to approve the Minutes of the July 14, 2021, meeting; the motion was seconded by Mr. Rick LaLance; there being no further discussion the motion carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jennifer Garland

Rick LaLance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 4, 2021

There being no further discussion, Mr. Rick LaLance moved to approve the annexation and plan of services subject to all staff comments, the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Zoning application [2021-414] for approximately 17.48 acres located north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First Avenue to be rezoned from RM-16, RD, RS-8, and CCO to PUD and CCO, 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.

For the record, Ms. Smyth stated the applicant would need to continue working with Staff to include a fourth exception to the standard zoning regulations. Staff needs to study further the building setbacks for the area west of South Hancock Street.

Mr. Thomas Rowe, Executive Director of the Murfreesboro Housing Authority, and Ms. Margaret Butler (architect) were in attendance representing the application. Ms. Butler gave a PowerPoint presentation from the applicant's Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 4, 2021

Mr. Shawn Wright asked if the applicant had considered renaming their project to coincide with the new street name Doctor Martin Luther King Jr Boulevard. Mr. Rowe stated that when they had begun making plans for this project the street name change had not taken place; and they have not discussed a different name moving forward.

Ms. Jennifer Garland had questions regarding the required parking spaces and the requested setbacks. Ms. Butler explained this proposal is consistent with another MHA development known as Oakland Court. During the Oakland Court zoning process, the data had been presented which showed the parking demand at their developments are much less than City ordinance requires. The reduction of parking spaces had been approved for the Oakland Court development due to large number of residents that do not have vehicles. To address the setbacks, Ms. Butler stated she would continue to work with Staff on setback details.

Chair Kathy Jones opened the public hearing

1. Mr. Michael Nelson, 601 South Highland Avenue, asked a number of questions about the proposed development.

There being no one else to speak for or against the zoning request, Chair Kathy Jones closed the public hearing

The Planning Commission, Staff, Mr. David Ives, and Mr. Bill Huddleston addressed Mr. Nelson's questions.

There being no further discussion Vice-Chairman Ken Halliburton made a motion to approve subject to all staff comments including working out details on the setbacks around South Hancock Street. The motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones
 Ken Halliburton
 Jennifer Garland

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 4, 2021

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None

Proposed amendment the Zoning Ordinance [2021-801] pertaining to Section 13:

Planned Development Regulations and Section 24: Overlay District Regulations,

Article VI. CCO, City Core Overlay District, City of Murfreesboro Planning

Department 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.

The Planning Commission began discussing the proposal and brought up several questions that would need to be studied further such as formal open space, open space, roof tops as formal open space, parking, etc.

Chair Kathy Jones opened the public hearing. There being no one to speak for or against the proposed amendment; Chair Jones closed the public hearing.

Mr. Greg McKnight recommended to review this item at a workshop meeting in the near future to address the proposed amendments in further detail.

There being no further discussion Mr. Shawn Wright made a motion to defer the proposed amendments for a future workshop meeting; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote.

Aye: Kathy Jones

Ken Halliburton

Jennifer Garland

Rick LaLance

ORDINANCE 21-OZ-28 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 17.48 acres located located north of Mercury Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First Avenue from Residential Multi-Family Sixteen (RM-16) District, Duplex Residential (R-D) District, Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District; Murfreesboro Housing Authority, applicant [2021-414].

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 areas depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said areas 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 areas.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

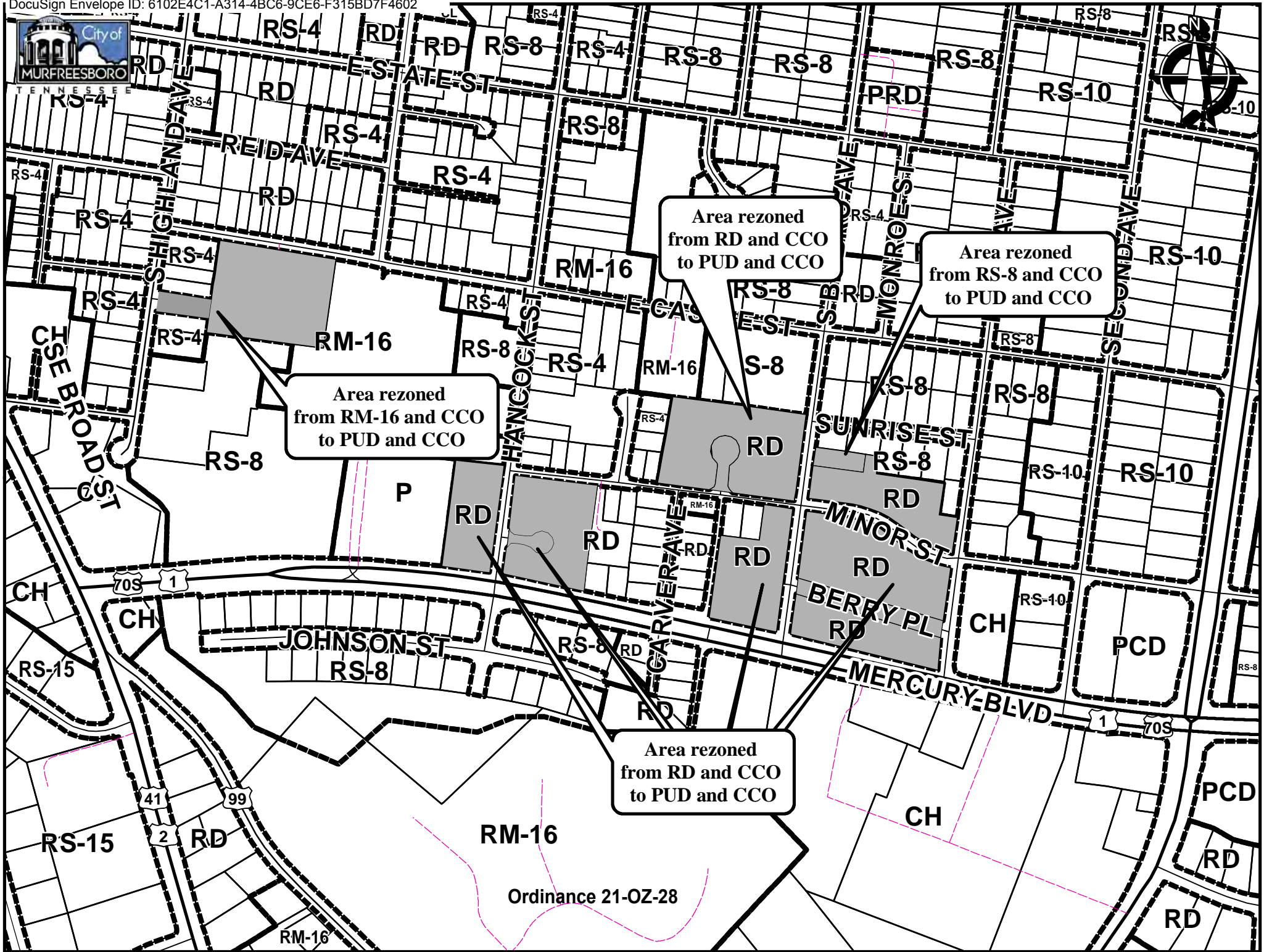
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



Area rezoned
from RD and CCO
to PUD and CCO

Area rezoned
from RS-8 and CCO
to PUD and CCO

Area rezoned
from RM-16 and CCO
to PUD and CCO

Area rezoned
from RD and CCO
to PUD and CCO

Ordinance 21-OZ-28

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director
Requested Council Action:

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

Summary

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

Staff Recommendation

Schedule public hearings for the items below on November 18, 2021.

Background Information

During its regular meeting on September 1, 2021, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

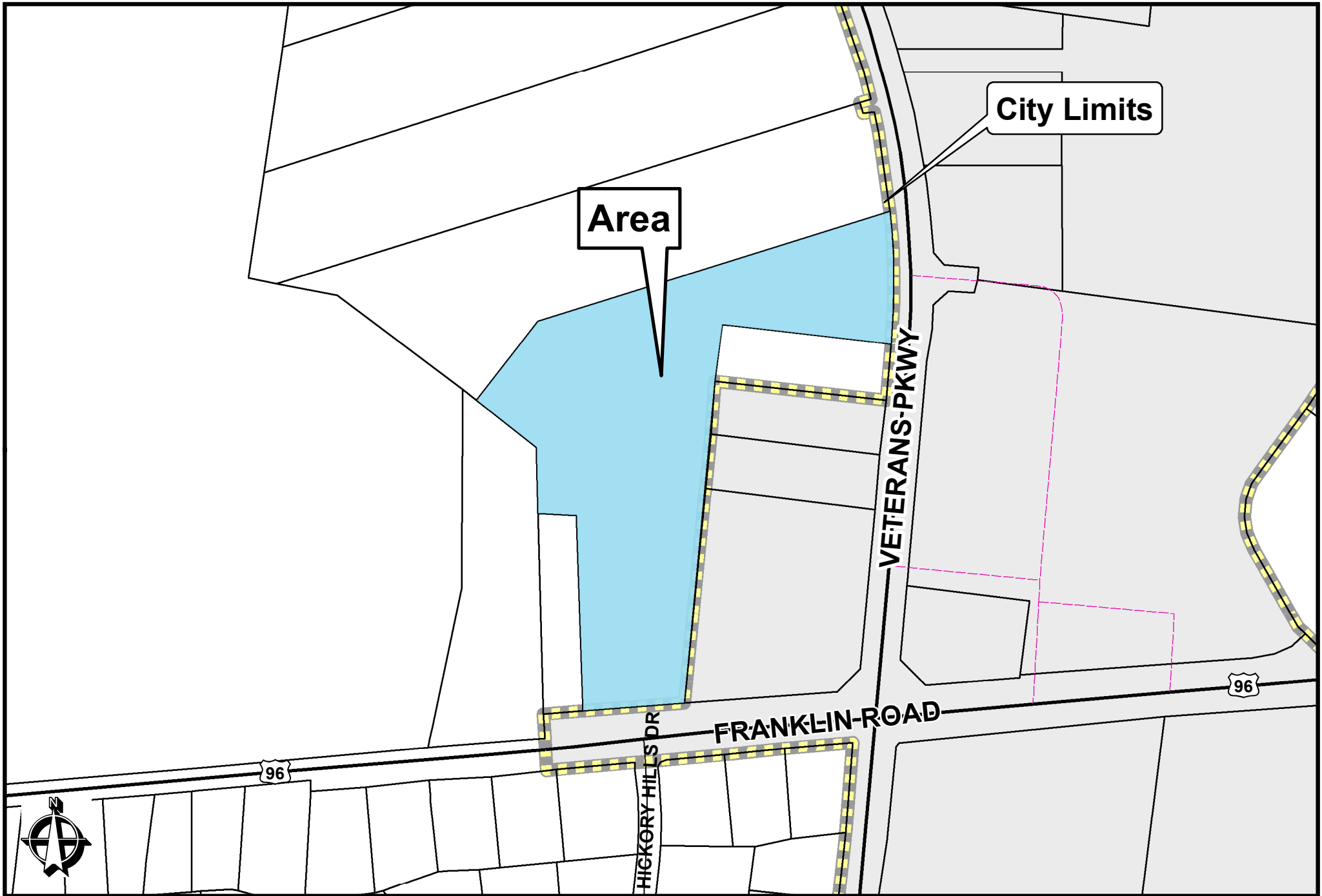
- a. Annexation petition and plan of services [2021-504] for approximately 9.1 acres located along Franklin Road and Veterans Parkway, Wright Family Real Estate Partnership applicant.
- b. Zoning application [2021-416] for approximately 9.1 acres located along Franklin Road and Veterans Parkway to be zoned CH and PRD (The Villas at Veterans PRD) simultaneous with annexation, Harney Homes, LLC applicant.
- c. Zoning application [2021-417] to amend the PRD zoning (Shelton Square PRD) on approximately 242 acres located along Blackman Road, Shelton Square, LLC applicant.

Fiscal Impact

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

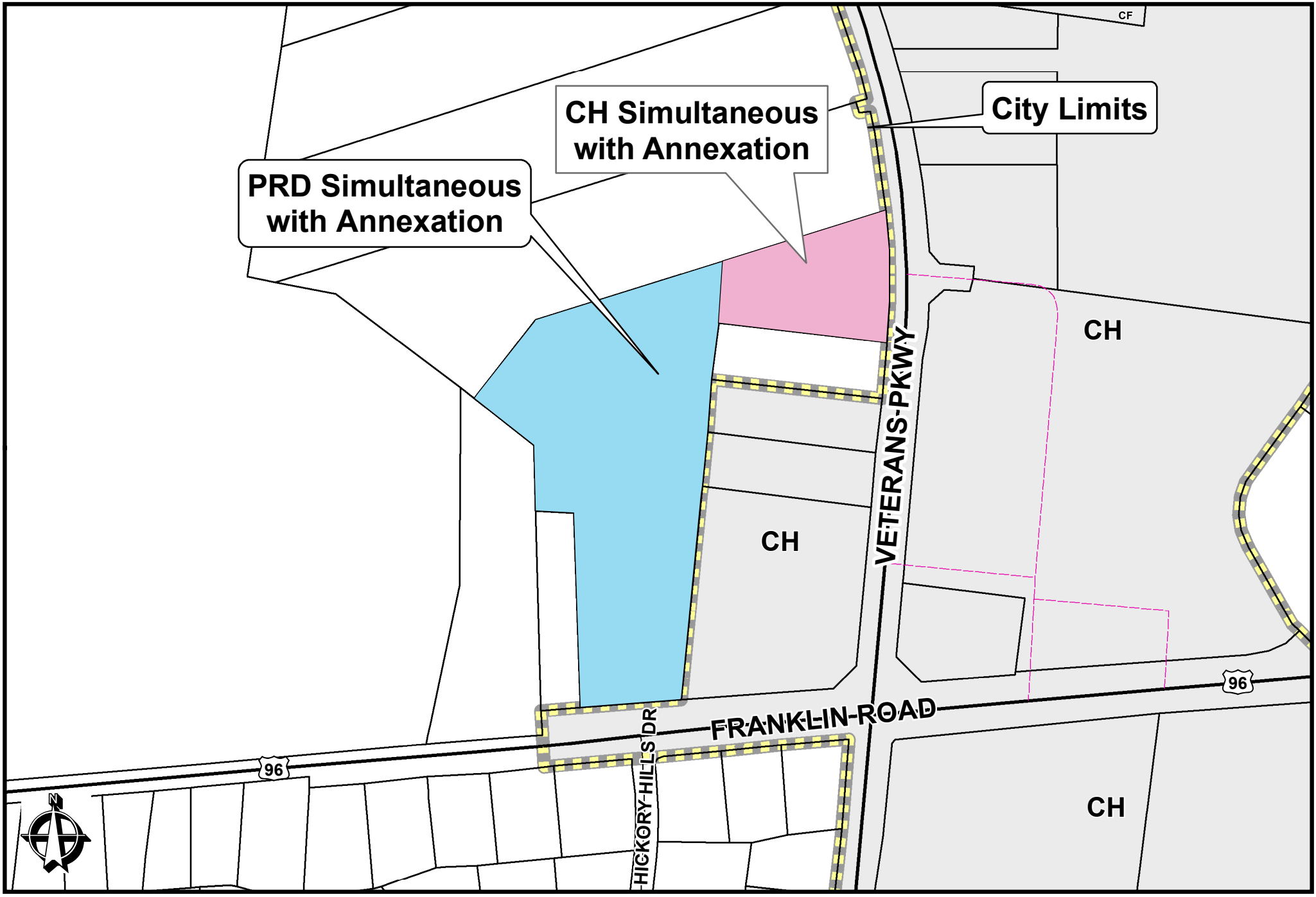
Attachments:

1. Map for annexation petition for approx. 9.1 acres located along Franklin Road
2. Map for zoning application for approx. 9.1 acres located along Franklin Road
3. Map for zoning application for approx. 242 acres located along Blackman Road

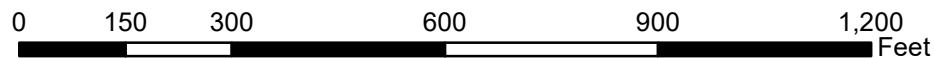


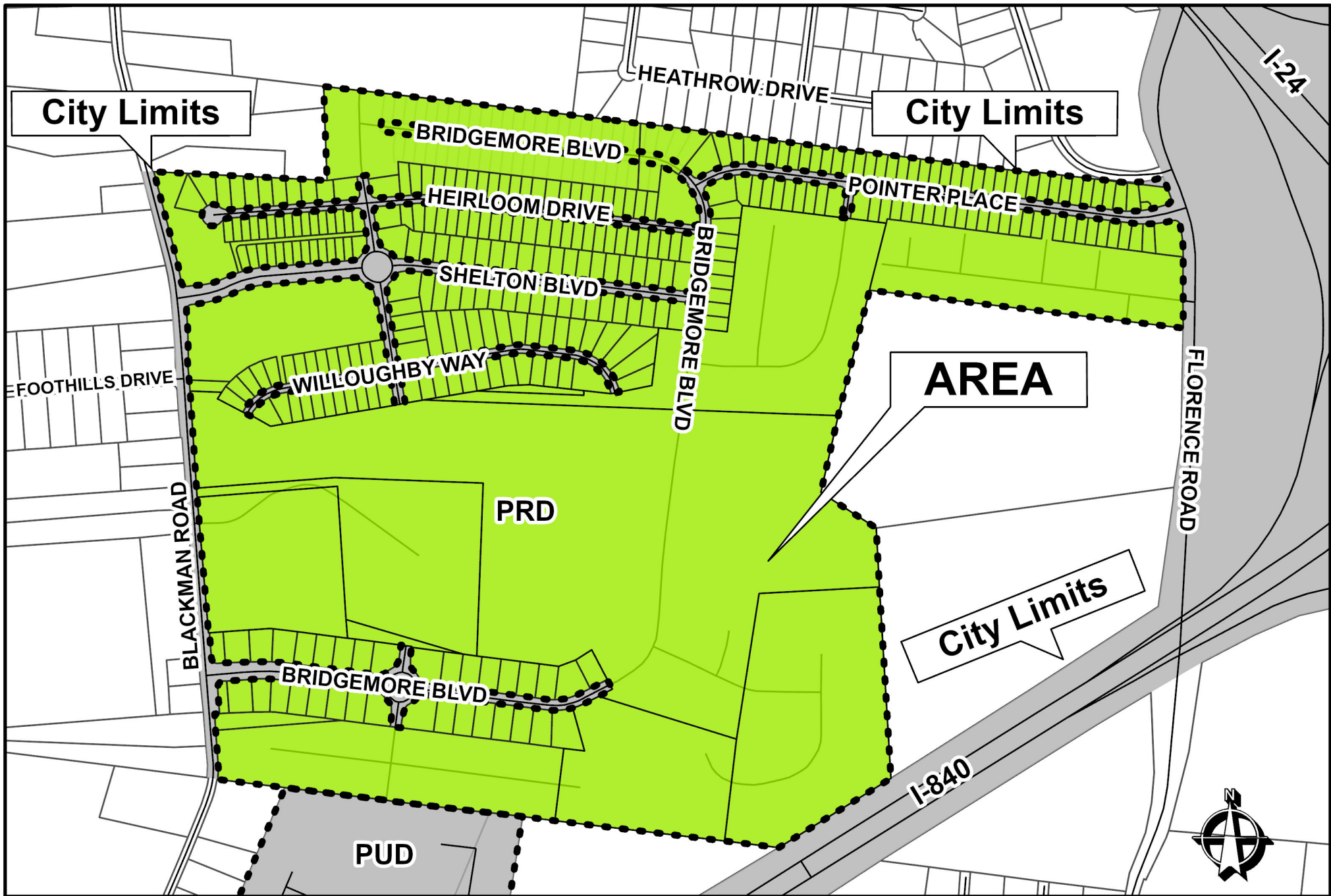
Annexation Request for Property along Franklin Road and Veterans Parkway

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

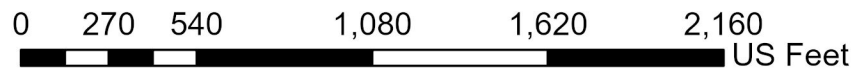


**Zoning Request for Property Located Along Franklin Road and Veterans Parkway
CH and PRD (The Villas at Veterans PRD) Simultaneous with Annexation**





PRD Amendment for Property along Blackman Road
(Shelton Square PRD)



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

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Agreement for Intergovernmental Services

Department: Administration

Presented by: Craig Tindall

Requested Council Action:

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

Summary

Agreement with Ramsey, Farrar Russell & Smith, LLC for intergovernmental services including legislative services at the General Assembly.

Staff Recommendation

Approve agreement with Ramsey, Farrar Russell & Smith, LLC for the 2022 Legislative Sessions.

Background Information

For the past several years, Russ Farrar and his associates at Ramsey, Farrar Russell & Smith have provided the City with legislative monitoring and lobbying services at the General Assembly. Additionally, Mr. Farrar and others with the firm provide the City with additional information regarding communications and decision from the Executive Branch. The City has been well served by the services of Ramsey, Farrar Russell & Smith, which allows the City to have a strong voice in legislative affairs.

Council Priorities Served

Establish strong City brand

Legislative decisions have a significant impact on the operations and services provided by the City. Maintaining a well-respected, effective voice at the legislative level is critical for the City continue developing a strong citizen-oriented brand identity.

Fiscal Impact

This expenditure, \$25,000 in FY22, is funded by the Department's budget and the portion expended in the next fiscal year will be similarly budgeted.

Attachments

Professional Services Agreement with Ramsey Farrar Russell & Smith, L.L.C.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MURFREESBORO
AND RAMSEY FARRAR RUSSELL & SMITH, L.L.C.**

This agreement (the "Contract") entered into this ____ day of _____, 2021 by and between **CITY OF MURFREESBORO**, and **RAMSEY FARRAR RUSSELL & SMITH, L.L.C.**, hereinafter referred to as "CONSULTANT."

I. SCOPE OF WORK

The CONSULTANT shall assist designated agents of **CITY OF MURFREESBORO** in informing elected officials of the Tennessee General Assembly as well as the administration about their programs and services and advocate its position on issues. Any additional services and fees for such services shall be in writing and attached as amendments hereto.

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence January 1, 2022 and terminate on December 31, 2022, unless otherwise extended by mutual agreement of the parties.

2. **CITY OF MURFREESBORO** agrees to compensate the CONSULTANT for the provision of Services herein the sum total of Fifty Thousand Dollars (\$50,000) (the "Fee"). In satisfaction of this fee, payment shall be due to CONSULTANT pursuant to the following schedule:

- \$4,166.67 on January 15, 2022;
- \$4,166.67 on February 1, 2022;
- \$4,166.67 on March 1, 2022;
- \$4,166.67 on April 1, 2022;
- \$4,166.67 on May 1, 2022;
- \$4,166.67 on June 1, 2022;
- \$4,166.67 on July 1, 2022;
- \$4,166.67 on August 1, 2022;
- \$4,166.66 on September 1, 2022;
- \$4,166.66 on October 1, 2022;
- \$4,166.66 on November 1, 2022;
- \$4,166.66 on December 1, 2022.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its

employees assigned to serve **CITY OF MURFREESBORO** have such knowledge and experience as required to perform the duties assigned to them.

2. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of **CITY OF MURFREESBORO**. The CONSULTANT will be deemed an independent contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give **CITY OF MURFREESBORO** the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of **CITY OF MURFREESBORO** only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of **CITY OF MURFREESBORO** and that CONSULTANT has been retained by **CITY OF MURFREESBORO** to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages). CONSULTANT shall establish its own place, time, conditions and methods of work. **CITY OF MURFREESBORO** shall not be responsible and will not be liable for payments of any federal, state or local taxes or fees that arise out of this Contract and the work contemplated herein.

3. TERMINATION OR ABANDONMENT

Either **CITY OF MURFREESBORO** or the CONSULTANT may terminate the Contract upon ninety (90) days written notice to the other party for any cause or no cause. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any work performed as of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of **CITY OF MURFREESBORO** prior to payment for the Services rendered.

4. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of **CITY OF MURFREESBORO** as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

5. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

To the extent permitted by Tennessee law, **CITY OF MURFREESBORO** shall indemnify, defend, save and hold harmless the CONSULTANT, and its partners, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages arising out of or resulting from any negligent or intentionally wrongful actions or inactions caused by **CITY OF MURFREESBORO**, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

6. GENERAL COMPLIANCE WITH LAWS

- a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services.
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Davidson County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Davidson County, Tennessee.

7. ENTIRE AGREEMENT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

8. AMENDMENT

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

9. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

10. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

11. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

12. INCORPORATION OF OTHER DOCUMENTS

CONSULTANT shall provide Services pursuant to this Contract and in accordance with the Scope of Work identified herein. It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Contract and any amendment thereto and any other proposals offered by either the CONSULTANT or **CITY OF MURFREESBORO**, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.

13. OWNERSHIP AND USE OF DOCUMENTS

The CONSULTANT warrants that all work produced under this Contract, whether in written or electronic form, shall be the original work of CONSULTANT unless otherwise stated in writing. Ownership of all results and documents delivered shall pass to **CITY OF MURFREESBORO** upon delivery.

14. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY OF MURFREESBORO:

Craig Tindall
111 West Vine Street
Murfreesboro, Tennessee 37133

CONSULTANT:

RAMSEY FARRAR SMITH & RUSSELL
L.L.C.
Attn: J. Russell Farrar, Esq.
12 Cadillac Drive, Suite 480
Brentwood, TN 37027

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this PROFESSIONAL SERVICES AGREEMENT BETWEEN **CITY OF MURFREESBORO AND RAMSEY, FARRAR RUSSELL & SMITH, L.L.C.** as of the date above written.

CITY OF MURFREESBORO

**RAMSEY, FARRAR RUSEELL & SMITH,
L.L.C.**

BY: _____
SHANE MCFARLAND,
MAYOR

BY:  _____
J. RUSSELL FARRAR,
FOUNDING PARTNER

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Purchase of Replacement Pumper Truck

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 a pumper truck to replace a truck that has reached the end of its lifecycle for regular service.

Staff Recommendation

Approve the cooperative purchase of one pumper apparatus replacement from Sutphen Corporation through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

Background Information

MFRD requests to purchase one heavy duty pumper truck. The truck will be purchased from Sutphen Corporation through the H-GAC Cooperative Purchasing Program. Cooperative purchasing is permitted by state statute and the City's Purchasing Code.

The new pumper truck will be completed in 21-23 months and then assigned to front-line response. Engine 5 will be replaced and moved to reserve status. With the new truck, MFRD maintains NFPA 1901 Standard for Automotive Fire Apparatus and complies with ISO and accreditation benchmarks.

Council Priorities Served

Maintain public safety

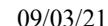
This new truck will support MFRD's mission to provide excellent response, fire protection and emergency service. It will also maintain ISO PPC 1 classification and International Accreditation standards.

Fiscal Impact

This expenditure, \$688,348, is funded by the FY21 CIP Budget. The amount includes a \$16,656 discount for 90% pre-payment.

Attachments

1. H-GAC Cooperative Agreement
2. Sutphen Contract



G. Total Purchase Price (D+E+F):	\$ 705,003.27
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City of Murfreesboro

PUBLISHED OPTIONS

<u>Add, Change, Delete</u>	<u>OPTION #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>CODE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>PRICE WITH 15% DISCOUNT</u>
A	10000200	1	PROPOSAL DRAWINGS	IATS	\$0.00	\$0.00	\$0.00
D	25010000	-1	FRAME, 10" SINGLE RAILS, SINGLE AXLE (50K PSI)	STD	\$0.00	\$0.00	\$0.00
A	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)	IPOS	\$683.00	\$683.00	\$580.55
D	45010001	-1	FRONT TOW EYES, BELOW BUMPER	STD	\$0.00	\$0.00	\$0.00
A	45010002	1	FRONT TOW EYES, THROUGH BUMPER FACE	IPOS	\$1,550.86	\$1,550.86	\$1,318.23
D	22010000	-1	DRIVE LINE, SPICER, 1710 SERIES	STD	\$0.00	\$0.00	\$0.00
A	22010050	1	DRIVE LINE, SPICER, 1810 SERIES	IPOS	\$1,314.48	\$1,314.48	\$1,117.31
D	23014110	-1	ENGINE, CUMMINS L 9 380HP DOC-DPF-DEF-SCR OBD	STD	\$0.00	\$0.00	\$0.00
A	23014230	1	ENGINE, CUMMINS X 12 500HP DOC-DPF-DEF-SCR OBD	IPOS	\$29,832.70	\$29,832.70	\$25,357.80
D	23029100	-1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	STD	\$0.00	\$0.00	\$0.00
A	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15	STD	\$0.00	\$0.00	\$0.00
D	23031173	-1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098	STD	\$0.00	\$0.00	\$0.00
A	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230	STD	\$0.00	\$0.00	\$0.00
D	23031210	-1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009	STD	\$0.00	\$0.00	\$0.00
A	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN	STD	\$0.00	\$0.00	\$0.00
D	47012430	-1	TRANSMISSION, ALLISON GEN 5, EVS3000	STD	\$0.00	\$0.00	\$0.00
A	47012440	1	TRANSMISSION, ALLISON GEN 5, EVS4000	IPOS	\$13,194.88	\$13,194.88	\$11,215.65
A	23110000	1	JACOBS ENGINE BRAKE	STD	\$0.00	\$0.00	\$0.00
D	23110005	-1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES	IPOS	\$0.00	\$0.00	\$0.00
A	21030000	1	FAN CLUTCH	IPOS	\$942.78	\$942.78	\$801.36
D	21030005	-1	FAN CLUTCH (NOT PROVIDED)	STD	\$0.00	\$0.00	\$0.00
D	26010000	-1	FUEL TANK, STEEL, 65 GALLON	STD	\$0.00	\$0.00	\$0.00
A	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL	IPOS	\$706.78	\$706.78	\$600.76
A	24530200	1	EXHAUST ADAPTER FOR PLYMOVENT GRABBER SYSTEM	IATS	\$121.20	\$121.20	\$103.02
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	\$0.00	\$0.00	\$0.00
A	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003	IPOS	\$810.96	\$810.96	\$689.32
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	\$298.69	-\$298.69	-\$253.89
A	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY 091-55-234-XXX	IPOS	\$810.55	\$810.55	\$688.97
A	15040100	2	120V OUTLET WIRED TO SHORELINE INLET - EA	IATS	\$358.30	\$716.60	\$609.11
A	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40	IPOS	\$1,235.23	\$1,235.23	\$1,049.95
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	\$477.74	-\$477.74	-\$406.08
D	14010505	-1	FRONT AXLE, MERITOR MFS-18-133A 18,000 LB.	STD	\$0.00	\$0.00	\$0.00
A	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.	IPOS	\$428.45	\$428.45	\$364.18
D	41010015	-1	FRONT SUSPENSION, STANDENS 18,000 LBS. (3) 54" LEAFS	STD	\$0.00	\$0.00	\$0.00
A	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS	IPOS	\$0.00	\$0.00	\$0.00
D	41030100	-1	SUSPENSION, ENHANCED SYSTEM	STD	\$0.00	\$0.00	\$0.00
D	41040500	-1	STEER ASSIST, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	41040510	1	STEER ASSIST	IPOS	\$268.75	\$268.75	\$228.44
D	43010300	-1	FRONT TIRES GOODYEAR 315/80R22.5 LRL G291 HWY 22.5 X 9 WHEELS	STD	\$0.00	\$0.00	\$0.00
D	14510520	-1	REAR AXLE, MERITOR RS-24-160 24,000 LB.	STD	\$0.00	\$0.00	\$0.00
A	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.	IPOS	\$2,077.03	\$2,077.03	\$1,765.48
D	42010000	-1	REAR SUSPENSION, REYCO 24,000 LBS. LEAF	IPOS	\$0.00	\$0.00	\$0.00
A	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE	IPOS	\$0.00	\$0.00	\$0.00
D	44010308	-1	27,000 GVWR	STD	\$0.00	\$0.00	\$0.00
A	44010350	1	TIRES, REAR, MICHELIN 12R22.5 LRH XZE HIGHWAY 24,000 - 27,000 GVWR	IPOS	\$983.10	\$983.10	\$835.64
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	\$0.00	\$0.00	\$0.00
A	44210210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 27K rear)	IPOS	\$952.11	\$952.11	\$809.29
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	\$245.94	-\$245.94	-\$209.05
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	\$0.00	\$0.00	\$0.00
A	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)	IPOS	\$2,056.41	\$2,056.41	\$1,747.95
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	\$1,122.79	\$1,122.79	\$954.37
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	\$294.31	\$294.31	\$250.16
A	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS	IATS	\$2,719.36	\$2,719.36	\$2,311.46
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	\$1,748.36	\$1,748.36	\$1,486.11
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	\$728.48	-\$728.48	-\$619.21
A	11031375	1	CAB DOOR LOCKS, ELECTRIC (KEYLESS ENTRY)	IATS	\$1,783.33	\$1,783.33	\$1,515.83
A	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)	IATS	\$2,989.75	\$2,989.75	\$2,541.29
D	11031419	-1	CAB DOOR WINDOWS, MANUAL (4)	STD	\$0.00	\$0.00	\$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER (4)	IPOS	\$780.09	\$780.09	\$663.08
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	\$0.00	\$0.00	\$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	\$383.45	\$383.45	\$325.93
A	11031465	4	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	\$69.35	\$277.40	\$235.79

A	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED	IATS	\$0.00	\$0.00	\$0.00
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	\$0.00	\$0.00	\$0.00
A	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE	IPOS	\$725.21	\$725.21	\$616.43
A	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)	STD	\$0.00	\$0.00	\$0.00
D	11024410	-1	UPPER GRILLE, TUBULAR STYLE FACADE (L9)	STD	\$0.00	\$0.00	\$0.00
D	11024602	-1	LOWER GRILLE, POLISHED STAINLESS, FOR TUBULAR GRILLE (L9)	IPOS	\$0.00	\$0.00	\$0.00
A	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X12/X15)	STD	\$0.00	\$0.00	\$0.00
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	\$0.00	\$0.00	\$0.00
A	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL	IPOS	\$472.06	\$472.06	\$401.25
D	20029800	-1	BUMPER SIDES, DIAMONDPLATE	STD	\$0.00	\$0.00	\$0.00
A	20029802	1	BUMPER SIDES, DIAMONDPLATE, W/POCKET (18-24" EXTENSION)	IPOS	\$525.76	\$525.76	\$446.90
A	20040215	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (24" BUMPER)	IATS	\$727.04	\$727.04	\$617.98
A	20040300	1	1" LIP AROUND BUMPER TROUGH	IATS	\$508.19	\$508.19	\$431.96
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	\$748.59	\$748.59	\$636.30
A	20030500	1	NO CUT-OUT IN STORAGE WELL COVER	STD	\$0.00	\$0.00	\$0.00
A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	\$276.29	\$276.29	\$234.85
D	12030010	-1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)	STD	\$0.00	\$0.00	\$0.00
A	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X12/X15 STYLE)	IPOS	\$0.00	\$0.00	\$0.00
A	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON	IATS	\$98.14	\$98.14	\$83.42
A	12030305	1	FOOT SWITCH, DRIVER'S SIDE	IATS	\$98.14	\$98.14	\$83.42
A	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE	IATS	\$98.14	\$98.14	\$83.42
D	12510110	-1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT	STD	\$771.79	-\$771.79	-\$656.02
A	12510210	1	ELEC SIREN, FEDERAL SIGNAL PA4000, REMOTE FLUSH MOUNT	IPOS	\$904.20	\$904.20	\$768.57
D	12620100	-1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A	STD	\$551.65	-\$551.65	-\$468.90
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	\$2,956.61	\$2,956.61	\$2,513.12
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	\$98.14	\$98.14	\$83.42
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	\$98.14	\$98.14	\$83.42
A	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE	IATS	\$196.28	\$196.28	\$166.84
A	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS	IPOS	\$4,391.68	\$4,391.68	\$3,732.93
D	32520650	-1	HEADLIGHTS, HALOGEN, SINGLE STS HOUSING	IPOS	\$1,228.78	-\$1,228.78	-\$1,044.46
A	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT	IATS	\$268.71	\$268.71	\$228.40
A	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)	IPOS	\$485.96	\$485.96	\$413.07
D	48090000	-1	FRONT TURN SIGNALS, TRUCK LITE, HALOGEN (2)	STD	\$0.00	\$0.00	\$0.00
A	32530610	1	CORNERING LIGHTS, WHELEN 500 LED	IATS	\$1,072.48	\$1,072.48	\$911.61
D	32530750	-1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE	STD	\$0.00	\$0.00	\$0.00
A	32530800	1	ICC LIGHTS, LED, BACK OF MIRROR	IATS	\$268.71	\$268.71	\$228.40
D	27022120	-1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE	IPOS	\$0.00	\$0.00	\$0.00
A	27030500	1	SCUFF PLATES, SIDE OF CAB, BEHIND HANDRAILS, MIRRORRED STS (4)	IATS	\$405.80	\$405.80	\$344.93
A	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)	IATS	\$588.03	\$588.03	\$499.83
A	27030725	1	SCUFF PLATES, FRONT OF CAB, BEHIND HANDRAILS, MIRRORRED STS (PAIR)	IATS	\$238.70	\$238.70	\$202.90
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	\$0.00	\$0.00	\$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	\$408.88	\$408.88	\$347.55
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	\$2,973.09	\$2,973.09	\$2,527.13
A	11032210	1	INTERIOR ACCESS, BLACK WEBBING	IPOS	\$401.85	\$401.85	\$341.57
A	11032450	2	COMPT DOOR LOCK - NOT PROVIDED	IATS	\$0.00	\$0.00	\$0.00
A	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT	IPOS	\$591.11	\$591.11	\$502.44
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	\$2,973.09	\$2,973.09	\$2,527.13
A	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT	IPOS	\$591.11	\$591.11	\$502.44
A	11035400	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB	IATS	\$895.71	\$895.71	\$761.35
A	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH	STD	\$0.00	\$0.00	\$0.00
D	11035422	-1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH	IPOS	\$366.64	-\$366.64	-\$311.64
A	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR	STD	\$0.00	\$0.00	\$0.00
D	31010287	-1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR	IPOS	\$0.00	\$0.00	\$0.00
D	11032950	-1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	\$138.68	-\$138.68	-\$117.88
A	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, REFLEXITE	IPOS	\$416.04	\$416.04	\$353.63
D	31010290	-1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	STD	\$0.00	\$0.00	\$0.00
A	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	IPOS	\$0.00	\$0.00	\$0.00
D	11031670	-1	TOOL MOUNTING PLATE, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	11031682	1	TOOL TRAY W/1" LIP, TOP OF ENGINE ENCLOSURE	IPOS	\$510.54	\$510.54	\$433.96
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	22610000	-1	ENGINE HOOD LIGHT, HALOGEN (1)	STD	\$0.00	\$0.00	\$0.00
A	22610050	1	ENGINE HOOD LIGHT, LED (1)	IPOS	\$94.70	\$94.70	\$80.50
D	11031510	-1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX	STD	\$0.00	\$0.00	\$0.00
A	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE	IPOS	\$272.61	\$272.61	\$231.72
A	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)	IPOS	\$637.44	\$637.44	\$541.82
A	30031615	1	DO NOT MOVE LIGHT, WHELEN ION-T LED	IATS	\$394.71	\$394.71	\$335.50
A	30031778	1	12V POWER POINTS, (5)	IATS	\$447.91	\$447.91	\$380.72
A	30031805	1	12V DUAL PORT USB POWER POINTS, (5)	IATS	\$447.91	\$447.91	\$380.72

A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	\$556.01	\$556.01	\$472.61
A	11040100	1	ADD'L FUSE BLOCK IN CAB FOR FUTURE ELECTRICAL INSTALLATION	IATS	\$556.01	\$556.01	\$472.61
D	28010740	-1	DEFROSTER, HEATER & A/C (TM-21)	IPOS	\$6,934.03	-\$6,934.03	-\$5,893.93
A	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)	IPOS	\$8,219.41	\$8,219.41	\$6,986.50
A	28090003	1	HEAT TO FEET	IATS	\$571.15	\$571.15	\$485.48
A	28090100	1	A/C TO FACE	IATS	\$436.18	\$436.18	\$370.75
A	11031696	1	REAR HEAT/AC STORAGE, 5 SLOTS (3 SMALL, 2 MEDIUM), SLANTED CORNERS	IATS	\$606.96	\$606.96	\$515.92
A	28031000	1	FAN, 12 VOLT, DRIVER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER	IATS	\$161.23	\$161.23	\$137.05
A	28031100	1	FAN, 12 VOLT, OFFICER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER	IATS	\$161.23	\$161.23	\$137.05
D	38510105	-1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR)	STD	\$1,486.10	-\$1,486.10	-\$1,263.19
A	38510204	1	DRIVER'S SEAT, BOSTROM SIERRA ELECTRIC ABTS (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,953.76	\$1,953.76	\$1,660.70
A	39010210	1	OFFICER'S SEAT, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW	IPOS	\$1,514.24	\$1,514.24	\$1,287.10
D	39090000	-1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	IPOS	\$865.45	-\$865.45	-\$735.63
D	39030010	-1	OFFICER'S SEAT COMPT, OPEN FRONT	STD	\$0.00	\$0.00	\$0.00
A	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR	IPOS	\$306.10	\$306.10	\$260.19
A	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF)	IPOS	\$2,200.26	\$2,200.26	\$1,870.22
D	39521105	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521307	1	CREW SEAT 1, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW	IPOS	\$1,523.45	\$1,523.45	\$1,294.93
A	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)	IATS	\$490.64	\$490.64	\$417.04
D	39521106	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521308	1	CREW SEAT 2, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW	IPOS	\$1,523.45	\$1,523.45	\$1,294.93
D	39521405	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
D	39521406	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521635	1	CREW SEAT 5, BOSTROM TANKER 500, ABTS SCBA FLIP-UP (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,630.48	\$1,630.48	\$1,385.91
D	38320000	-1	HELMET STORED IN COMPARTMENT	STD	\$0.00	\$0.00	\$0.00
D	39550100	-1	SEAT COLOR, GRAY	STD	\$0.00	\$0.00	\$0.00
A	39550200	1	SEAT COLOR, BLACK	IPOS	\$0.00	\$0.00	\$0.00
D	39610105	-5	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	\$0.00	\$0.00	\$0.00
A	39610115	4	SCBA BRACKETS, IMMI SMART DOCK	IPOS	\$854.51	\$3,418.04	\$2,905.33
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	\$0.00	\$0.00	\$0.00
A	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	\$825.29	\$825.29	\$701.50
A	39830100	1	ROLLTEK SIDE CURTAIN AIRBAGS	IATS	\$12,821.41	\$12,821.41	\$10,898.20
A	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS	IATS	\$3,064.33	\$3,064.33	\$2,604.68
A	84541600	1	MOUNTING OF CUSTOMERS RADIO-SINGLE HEAD	IATS	\$1,226.61	\$1,226.61	\$1,042.62
A	84541700	4	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	\$352.23	\$1,408.92	\$1,197.58
A	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS	IATS	\$895.71	\$895.71	\$761.35
A	84530256	1	WIRELESS INTERCOM, FIRECOM 5100D, SINGLE RADIO, 6 POSITION	IATS	\$14,031.88	\$14,031.88	\$11,927.10
A	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)	IATS	\$1,460.93	\$1,460.93	\$1,241.79
D	60013150	-1	QFLO-1250 GPM 6" SUCTION SINGLE STAGE PUMP	IPOS	-\$6,365.41	\$6,365.41	\$5,410.60
A	60020400	1	WATEROUS PUMP CSU-2000 GPM SINGLE STAGE	IPOS	\$5,584.83	\$5,584.83	\$4,747.11
D	60025000	-1	GEARBOX, HALE, G-SERIES, REAR MOUNTED	STD	\$0.00	\$0.00	\$0.00
A	60025300	1	GEARBOX, WATEROUS, REAR MOUNTED	STD	\$0.00	\$0.00	\$0.00
A	60026010	1	PUMP PACKING, WATEROUS	STD	\$0.00	\$0.00	\$0.00
D	60026020	-1	MECHANICAL PUMP SEAL, HALE	IPOS	\$852.53	-\$852.53	-\$724.65
D	73010201	-1	TANK FILL 2"	STD	\$0.00	\$0.00	\$0.00
A	73010202	1	TANK FILL 1.5"	IPOS	-\$70.75	-\$70.75	-\$60.14
A	61210000	1	INTAKE PRESSURE CONTROL, ELKHART 40-20	IPOS	\$221.18	\$221.18	\$188.00
D	61210410	-1	INTAKE PRESSURE CONTROL, TFT A1831	STD	\$0.00	\$0.00	\$0.00
A	63060100	2	RELIEF VALVE FOR MIV	IATS	\$0.00	\$0.00	\$0.00
A	65030000	1	2.5" LEFT SIDE INLET	STD	\$1,343.54	\$1,343.54	\$1,142.01
A	64030000	1	2.5" RIGHT SIDE INLET	STD	\$1,343.54	\$1,343.54	\$1,142.01
A	71025125	1	2.5" DISCHARGE, RIGHT	STD	\$1,433.15	\$1,433.15	\$1,218.18
D	71025130	-2	3" DISCHARGE, RIGHT	IATS	\$1,616.99	-\$3,233.98	-\$2,748.88
A	71025140	1	4" DISCHARGE, RIGHT	IATS	\$2,648.23	\$2,648.23	\$2,251.00
A	71930800	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED	IATS	\$1,433.15	\$1,433.15	\$1,218.18
A	72030800	1	DISCHARGE 2.5" FRONT/RIGHT OF MAIN HOSEBED	IATS	\$1,433.15	\$1,433.15	\$1,218.18
A	72230200	1	DISCHARGE 2.5" TO FRONT BUMPER	IATS	\$4,336.24	\$4,336.24	\$3,685.80
A	72530100	1	DECK GUN DISCHARGE 3"	IATS	\$1,791.43	\$1,791.43	\$1,522.72
A	72570110	1	DECK GUN TERMINATION, FLANGED	IPOS	\$118.14	\$118.14	\$100.42
A	72555880	1	MONITOR, TFT MONSOON, MANUAL 1500 GPM W/M-R2000-NN NOZZLE	IATS	\$4,756.46	\$4,756.46	\$4,042.99
A	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL	IATS	\$1,558.44	\$1,558.44	\$1,324.67
D	72910500	-1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS	STD	\$1,172.50	-\$1,172.50	-\$996.63
A	84010005	1	BOOSTER REEL W/150' OF 1" HOSE,NOZZLE & MOUNT	IATS	\$6,681.09	\$6,681.09	\$5,678.93
A	61730005	6	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	\$0.00	\$0.00	\$0.00
A	63030600	2	WATEROUS MONARCH INTAKE VALVE, ELEC	IATS	\$4,432.83	\$8,865.66	\$7,535.81
A	61720100	9	VALVE, AKRON HEAVY DUTY	STD	\$0.00	\$0.00	\$0.00
D	61720110	-2	VALVE, AKRON SLOW CLOSE	IPOS	\$333.33	-\$666.66	-\$566.66

D	61770100	-2	ACTUATOR, VALVE, SWING HANDLE	STD	\$0.00	\$0.00	\$0.00
D	61770120	-1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS	IPOS	\$0.00	\$0.00	\$0.00
A	61770200	10	ACTUATOR, VALVE, AKRON HANDWHEEL	IPOS	\$999.85	\$9,998.50	\$8,498.73
A	77021010	4	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"	STD	\$0.00	\$0.00	\$0.00
D	61810150	-1	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	\$0.00	\$0.00	\$0.00
A	61810160	3	DISCHARGE TERMINATION, STRAIGHT	IPOS	\$0.00	\$0.00	\$0.00
A	60036010	6	THREADS, NST	STD	\$0.00	\$0.00	\$0.00
A	61840300	1	ADAPTER, 4" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT	IATS	\$283.85	\$283.85	\$241.27
D	74930500	-1	PANEL FINISH, BLACK VINYL	STD	\$0.00	\$0.00	\$0.00
A	74930510	1	PANEL FINISH, BRUSHED STS	IPOS	\$762.75	\$762.75	\$648.34
D	74931310	-1	PUMP FINISH, PAINTED BY PUMP MFG	STD	\$0.00	\$0.00	\$0.00
A	74931320	1	PUMP FINISH, PAINTED BY SUTPHEN	IPOS	\$2,009.28	\$2,009.28	\$1,707.89
D	74931600	-1	EXTERIOR DUNNAGE AREA PANEL, BLACK VINYL	IPOS	\$0.00	\$0.00	\$0.00
A	74931620	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS	IPOS	\$0.00	\$0.00	\$0.00
A	75040220	1	FLOATING TROUGH IN RUNNING BOARD, DRIVER'S SIDE	IATS	\$1,371.33	\$1,371.33	\$1,165.63
D	75510200	-1	PUMP OPERATOR LIGHTS, WELDON 2631 LED	IPOS	\$152.74	-\$152.74	-\$129.83
A	75510225	1	PUMP OPERATOR LIGHTS, TECNIQ E45 LED STRIP	IPOS	\$155.85	\$155.85	\$132.47
D	75530100	-1	PUMP PANEL LIGHTS OFFICER'S SIDE, WELDON 2631 LED	IATS	\$358.30	-\$358.30	-\$304.56
A	75530115	1	PUMP PANEL LIGHTS OFFICER'S SIDE, TECNIQ E45 LED STRIP	IATS	\$289.80	\$289.80	\$246.33
A	76031950	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL, WITH 25' OF HOSE	IATS	\$576.14	\$576.14	\$489.72
A	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL	IATS	\$179.13	\$179.13	\$152.26
D	76510060	-1	GAUGES, MASTER, INNOVATIVE CONTROLS, 4"	STD	\$0.00	\$0.00	\$0.00
A	76521060	1	GAUGES, MASTER, INNOVATIVE CONTROLS, 6"	IPOS	\$358.30	\$358.30	\$304.56
A	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)	IATS	\$1,588.61	\$1,588.61	\$1,350.32
D	83590004	-1	WATER TANK, 750 GAL, POLY	IPOS	\$3,424.95	-\$3,424.95	-\$2,911.21
A	80110310	1	BODY PA-08 RES 35/48 MID RGT (ELEC RACK/BRKT)	IPOS	\$213,445.00	\$213,445.00	\$181,428.25
D	80110410	-1	BODY PA-11 RES 31/53 LOW RGT, ELEC RACK	IPOS	\$192,541.25	-\$192,541.25	-\$163,660.06
A	81130200	8	ADJUSTABLE SHELF	IATS	\$268.71	\$2,149.68	\$1,827.23
A	81140100	1	FIXED VERTICAL DIVIDER	IATS	\$486.60	\$486.60	\$413.61
A	81150305	3	600# SLIDE-MASTER TRAY, 100% SLIDEOUT	IATS	\$1,143.40	\$3,430.20	\$2,915.67
A	81150306	1	1000# SLIDE-MASTER TRAY, 100% SLIDEOUT	IATS	\$1,292.25	\$1,292.25	\$1,098.41
A	80250100	15	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER	IATS	\$143.34	\$2,150.10	\$1,827.59
D	80220101	-1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH	STD	\$0.00	\$0.00	\$0.00
A	80220120	1	COMPT DOORS, HINGED, ALUM, PAINTED	IPOS	\$0.00	\$0.00	\$0.00
D	80225000	-1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH	STD	\$0.00	\$0.00	\$0.00
A	80225200	1	REAR COMPT DOOR (A1) HINGED, ALUM, PAINTED	IPOS	\$1,187.38	\$1,187.38	\$1,009.27
A	80230400	1	HINGED COMPT DOORS INTERIOR FINISH, SMOOTH	STD	\$0.00	\$0.00	\$0.00
A	80230450	1	HINGED REAR COMPT DOOR INTERIOR FINISH, SMOOTH	STD	\$0.00	\$0.00	\$0.00
A	80230200	6	COMPT DOOR LOCKS, KEYED ALIKE	IATS	\$153.56	\$921.36	\$783.16
D	81410000	-1	COVER, VINYL, MAIN HOSE BED	STD	\$1,074.89	-\$1,074.89	-\$913.66
A	81431210	1	REAR HOSEBED COVER, WEBBING	IPOS	\$636.28	\$636.28	\$540.84
D	81440201	-1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB	STD	\$0.00	\$0.00	\$0.00
A	81330302	1	HOSE BED DIVIDERS, ADJ (2)	IATS	\$1,433.15	\$1,433.15	\$1,218.18
A	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER	IATS	\$245.43	\$245.43	\$208.62
A	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS	IATS	\$552.58	\$552.58	\$469.69
D	83030310	-1	REAR STEP/TAILOBOARD CORNERS, STRAIGHT	STD	\$0.00	\$0.00	\$0.00
A	83030315	1	REAR STEP/TAILOBOARD CORNERS, 45 DEGREE	IPOS	\$0.00	\$0.00	\$0.00
A	80231200	1	4 SCBA CYLINDER COMPTS (2 LEFT, 2 RIGHT)	IATS	\$987.06	\$987.06	\$839.00
A	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	\$0.00	\$0.00	\$0.00
D	83030705	-1	REAR FENDERS, ALUMINUM TREADPLATE	STD	\$0.00	\$0.00	\$0.00
A	83030710	1	REAR FENDERS, ALUMINUM SMOOTH PAINTED	IPOS	\$895.71	\$895.71	\$761.35
A	89010000	1	DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING	IPOS	\$0.00	\$0.00	\$0.00
D	89011500	-1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING	STD	\$0.00	\$0.00	\$0.00
D	89510002	-1	LADDER MOUNTING BRACKETS, W/CHROME PLATED HANDLES	IPOS	-\$4,600.40	\$4,600.40	\$3,910.34
A	89510100	1	ZIAMATIC QUIC-LIFT ELECTRIC LADDER RACK	STD	\$0.00	\$0.00	\$0.00
A	89530250	1	LADDER RACK ALARM, LEO LA20	STD	\$0.00	\$0.00	\$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	\$66.93	\$66.93	\$56.89
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	85010110	-1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAI/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	IPOS	\$1,452.86	-\$1,452.86	-\$1,234.93
A	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAI/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	\$2,319.28	\$2,319.28	\$1,971.39
D	85110000	-1	ICC LIGHTS	STD	\$0.00	\$0.00	\$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	\$490.65	\$490.65	\$417.05
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED	IPOS	\$1,580.61	\$1,580.61	\$1,343.52
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	86520200	1	REAR WORK LIGHTS, (2) RIGID D2 DIFFUSION FLOOD, LED	IPOS	\$42.39	\$42.39	\$36.03
A	86590888	1	~UPGRADE SCENELIGHTS	IATS	\$1,941.53	\$1,941.53	\$1,941.53

D	86610100	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES	IPOS	\$2,901.08	-\$2,901.08	-\$2,465.92
A	86610140	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 16 MODULES	IPOS	\$4,843.95	\$4,843.95	\$4,117.36
D	86920100	-1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION	STD	\$0.00	\$0.00	\$0.00
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P (PAIR)	STD	\$875.13	-\$875.13	-\$743.86
A	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)	IPOS	\$1,510.63	\$1,510.63	\$1,284.04
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	\$687.56	-\$687.56	-\$584.43
A	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)	IPOS	\$1,712.19	\$1,712.19	\$1,455.36
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	\$0.00	\$0.00	\$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	\$0.00	\$0.00	\$0.00
D	87210100	-1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)	STD	\$1,111.55	-\$1,111.55	-\$944.82
A	87210200	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES LED, TLI* (QTY 1)	IPOS	\$1,280.08	\$1,280.08	\$1,088.07
D	87310100	-1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	\$687.56	-\$687.56	-\$584.43
A	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)	IPOS	\$856.10	\$856.10	\$727.69
D	87410100	-1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)	STD	\$1,111.55	-\$1,111.55	-\$944.82
A	87410200	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES TLI* (QTY 1)	IPOS	\$1,280.08	\$1,280.08	\$1,088.07
A	87537733	1	ADDITIONAL WARNING LIGHTS, WHELEN 500 SUPER LED, 50*02F*R (PAIR)	IATS	\$716.13	\$716.13	\$608.71
A	87537734	1	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR)	IATS	\$856.10	\$856.10	\$727.69
A	87537750	1	ADDITIONAL WARNING LIGHTS, WHELEN M6V2* LED (PAIR)	IATS	\$1,757.61	\$1,757.61	\$1,493.97
A	87040005	1	TRAFFIC ADVISOR, WHELEN LED, TAL85 47"	IATS	\$1,921.14	\$1,921.14	\$1,632.97
A	86530032	1	GOLIGHT 20214, (2) ON CAB ROOF, DASH CONTROL (LED)	IATS	\$1,307.63	\$1,307.63	\$1,111.49
A	88391230	2	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, TELESCOPIC W/SWITCH	IATS	\$2,760.85	\$5,521.70	\$4,693.45
A	86537816	2	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR)	IATS	\$1,412.90	\$2,825.80	\$2,401.93
A	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA)	IATS	\$317.26	\$1,269.04	\$1,078.68
D	90030004	-1	PAINT, SINGLE TONE	STD	\$0.00	\$0.00	\$0.00
A	90030007	1	TWO TONE CAB	IATS	\$1,635.49	\$1,635.49	\$1,390.17
A	90030002	1	METALLIC PAINT	IATS	\$2,679.03	\$2,679.03	\$2,277.18
A	90029960	1	PAINT BREAK #6 - BETWEEN WINDSHIELD AND TOP OF GRILLE W/ GRILLE SWOOP	IPOS	\$492.48	\$492.48	\$418.61
A	90030015	1	A/C CONDENSER PAINTED ROOF COLOR	IATS	\$382.56	\$382.56	\$325.18
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	\$477.15	-\$477.15	-\$405.58
A	90610100	1	DELETE STANDARD SCOTCHLITE STRIPING	STD	\$0.00	\$0.00	\$0.00
A	90680220	1	CHEVRON STRIPING, REAR COMPT DOOR, REFLEXITE	IATS	\$533.93	\$533.93	\$453.84
A	90680320	1	CHEVRON STRIPING, ABOVE REAR COMPT DOOR, REFLEXITE	IATS	\$368.90	\$368.90	\$313.57
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	\$895.71	\$895.71	\$761.35
D	99031105	-1	PICK-UP UNIT AT FACTORY	STD	\$0.00	\$0.00	\$0.00
TOTAL PUBLISHED OPTIONS:					\$273,235.36	\$273,235.36	\$232,541.38

City of Murfreesboro

NON-PUBLISHED OPTIONS

<u>Add, Change, Delete</u>	<u>OPTION #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A	43028888	1	SPECIAL Front Tires FRONT TIRES MICHELIN 425/65R22.5 LRL XFE 22.5 X 12.25 WHEELS	\$389.69	\$389.69
A	12628888	1	SPECIAL Siren Speaker Whelen P123BMC	\$529.25	\$529.25
A	32530888	1	SPECIAL ICC Cab Roof Integrated In Summit Scene Light	-\$79.68	-\$79.68
A	27028888	1	SPECIAL Cab Handrails SPECIAL ITEM, HANDRAILS, CAB EXTERIOR, HANSEN BACKLIT (4) SIDE	\$450.24	\$450.24
A	27088888	1	SPECIAL ITEM, Upgrade Front Cab Handrails	\$225.12	\$225.12
A	27088888	1	SPECIAL ITEM, HANSEN HANDRAILS PROGRAMMED FOR TWO FUNCTIONS	\$472.50	\$472.50
A	11031678	1	SPECIAL Center Console SPECIAL ITEM, 2 SLOT MAP BOX, OPEN FRONT WITH STRAP, TWO CUP HOLDER/STORAGE BOXES WITH LATCHING LID	\$492.19	\$492.19
A	31088888	1	SPECIAL ITEM, Glove Box Holder	\$800.00	\$800.00
A	30088888	1	SPECIAL ITEM, Deleted Option	\$0.00	\$0.00
A	30088888	1	SPECIAL ITEM, ADDITIONAL 12V POWER POINT	\$73.93	\$73.93
A	39088888	1	SPECIAL ITEM, Manual Adjustment for Officers Seat	\$500.00	\$500.00
A	39588888	1	SPECIAL ITEM, SCBA Bracket Mounted to Rear Wall	\$800.00	\$800.00
A	39588888	1	SPECIAL ITEM, SPECIAL ITEM, METAL AIRPLANE BUCKLES FOR EMS WEBBING	\$229.40	\$229.40
A	39588888	1	SPECIAL ITEM, SPECIAL ITEM, 3/16TH TOOL MOUNTING PLATE BEHIND/SIDE OF CREW SEAT 5	\$496.72	\$496.72
A	11088888	1	SPECIAL ITEM, SPECIAL ITEM, DVR SYSTEM, FRC, SINGLE 720P INTERIOR DOME CAMERA	\$2,464.89	\$2,464.89
A	11088888	1	SPECIAL ITEM, (5) Streamlight Survivor 90509	\$1,316.14	\$1,316.14
A	11088888	1	SPECIAL ITEM, (2) Streamlight Vulcan	\$457.78	\$457.78
A	71988888	1	SPECIAL ITEM, Extend Left Front Hosebed Discharge to Rear	\$850.00	\$850.00
A	72088888	1	SPECIAL ITEM, Extend Right Front Hose Bed Pre-Connect	\$850.00	\$850.00
A	72928888	1	SPECIAL Cover for Crosslay / Speedlay SPECIAL ITEM, SINGLE PIECE VINYL COVER FOR CROSSLAYS	\$382.78	\$382.78
A	75088888	1	SPECIAL ITEM, Pump module height to match body height.	\$504.00	\$504.00
A	83528888	1	SPECIAL Water Tank 1000 Gallon Tank	\$4,500.00	\$4,500.00
A	80588888	1	SPECIAL ITEM, Side and Rear Wall for Tray	\$500.00	\$500.00
A	80288888	1	SPECIAL ITEM, Electric Locks for ALL doors	\$5,400.00	\$5,400.00
A	80288888	1	SPECIAL ITEM, L2 Double Door	\$1,500.00	\$1,500.00
A	80288888	1	SPECIAL ITEM, Paddle Handles	\$1,500.00	\$1,500.00
A	81428888	1	SPECIAL Hosebed Cover None	\$0.00	\$0.00
A	81440288	1	SPECIAL Hosebed Cover Fastener Buckles	\$0.00	\$0.00
A	89988888	1	SPECIAL ITEM, HANSEN BACKLIT HANDRAILS	\$289.04	\$289.04
A	87588888	1	SPECIAL ITEM, SPECIAL ITEM, TELE LIGHTS TIED TO WARNING INDICATORS	\$354.77	\$354.77
A	86588888	1	SPECIAL ITEM, Whelen Summit 72" Front Scene Light	\$4,498.30	\$4,498.30
A	90588888	1	SPECIAL ITEM, Graphics Allowance	\$7,135.00	\$7,135.00
A	89088888	1	SPECIAL ITEM, PIKE POLE/NY ROOF HOOK STORAGE TUBES (4), OFFICER'S SIDE HOSE BED	\$989.77	\$989.77
A	99031195	1	DEALER DELIVERY	\$1,000.00	\$1,000.00
			TOTAL NON-PUBLISHED OPTIONS:		\$39,871.83

Agreement for Heavy Duty Custom Pumper

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 **The Sutphen Corporation**, corporation of the State of Ohio ("Contractor").

This Agreement consists of the following documents:

- This document
- The Houston-Galveston Area Council Cooperative Agreement No. FS12-19, effective date December 1, 2019 through November 30, 2021 (hereinafter, HGACC Agreement)
- Contractor's Proposal dated September 2, 2021
- Murfreesboro Component Report prepared by Contractor (hereinafter, Component Report)
- 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, the Houston-Galveston Area Council Cooperative Agreement No. FS12-19, effective date December 1, 2019 through November 30, 2021 (HGACC Agreement)
- Fourth, HGACBuy Contract Pricing Worksheet prepared by Contractor and dated September 3, 2021
- Fifth, the Murfreesboro Component Report prepared by Contractor (Component Report)
- Lastly, the Contractor's Proposal dated September 2, 2021

1. Duties and Responsibilities of Contractor.

- a. Contractor agrees to provide, and City agrees to purchase one (1) Sutphen Heavy Duty Custom Pumper from the Contractor per the Contractor's Proposal dated September 2, 2021 in accordance with the Component Report and the HGACC Agreement, effective date December 1, 2019 through November 30, 2021.
- b. Contractor agrees to honor future additional purchases by the City in accordance with and during the term of this Agreement.

2. Term. This Agreement shall not be effective until approved by the City Council and signed by all required parties.

3. Termination. Contractor's performance may be terminated in whole or in part:

- a. 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 30 days after receiving the notice.
- b. 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.

4. Price; Compensation; Method of Payment.

- a. Initial Purchase Price: The price for the goods and other items to be provided under this Agreement is set forth in the HGACC Agreement, effective date December 1, 2019 through November 30, 2021 and the Contractor's Proposal which reflects a **Total Purchase Price of Seven Hundred Five Thousand Three Dollars and Twenty-Seven Cents (\$705,003.27)**. The parties agree that following schedule will govern the payment of the Total Purchase Price:
 - i. Deposit: Contractor will invoice the City for 90% of the Total Purchase Price. The Deposit shall be refunded in the event the City terminates this contract for cause prior to the Delivery date.
 - ii. Final Payment Upon Delivery: Contractor will invoice the City for 10% of the Total Purchase Price, **less the pre-payment discount of \$16,655.70**, at the time delivery of the equipment to the City at the site(s) designated herein. Final payment shall not be made until after items are delivered and accepted.
 - iii. In electing to accept prepayment of 90% of the Total Purchase Price, Contractor agrees to discount the Heavy Duty Custom Pumper Truck by \$16,655.70, resulting in a Discounted Price for one Custom Pumper Truck of **\$688,347.57**.
 - iv. The Total Amount Owed to Contractor by City after discount is applied is **Six Hundred Eighty-Eight Thousand Three Hundred Forty-Seven Dollars and Fifty-Seven Cents (\$688,347.57)**.

The City agrees to make the above payments in accordance with section 4.b below.

- 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. Provided goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order, the City agrees to pay Contractor at net 30 days after receiving an invoice. Invoices must bear the purchase order number. All invoices should be sent to accountspayable@murfreesborotn.gov.
 - c. Deliveries of all items shall be made within 21-23 months of order FOB Destination at 202 East Vine Street, Murfreesboro, TN 37130. Delivery Contact: Assistant Chief Kaye Jernigan (tel.: 615-893-1422, email: kjernigan@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.
 - d. Deliveries of all items shall be made as stated in the Project Terms and Conditions. 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.
 - 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 that fail to meet the specifications set forth in either Contractor's Proposal or Component Report.
 - f. 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.
- 5. Warranty.** Contractor warrants to City the standard one-year vehicle warranty wherein Contractor will provide, repair, or replace any part of the delivered vehicle in which a defect in materials or workmanship appears after normal use, maintenance or service. The warranty period begins on the date the vehicle is delivered and accepted by City.

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.** Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement. In addition, Contractor will provide to the City: (1) 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 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:
Drew Sutphen
Sutphen Corporation
6450 Eiterman Road
Dublin, Ohio 43016

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, epidemic, pandemic, public health crisis, 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 _____, 2021 (the “Effective Date”).

CITY OF MURFREESBORO, TENNESSEE

SUTPHEN CORPORATION

By: _____
Shane McFarland, Mayor

By: _____
Drew Sutphen, President
Sutphen Corporation

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Purchase of Replacement Ladder Truck

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 one replacement ladder truck, referred to as an aerial or quint apparatus.

Staff Recommendation

Approve the cooperative purchase of one aerial apparatus replacement from Sutphen Corporation through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

Background Information

MFRD requests to purchase one heavy duty 75' mid-mount aerial ladder truck. The truck will be purchased from Sutphen Corporation through the H-GAC Cooperative Purchasing Program. Cooperative purchasing is permitted by state statute and the City's Purchasing Code.

The new truck will be completed in 13-15 months and then assigned to front-line response. Ladder 6 will be replaced and moved to reserve status. With the new truck, MFRD maintains NFPA 1901 Standard for Automotive Fire Apparatus and complies with ISO and accreditation benchmarks.

Council Priorities Served

Maintain public safety

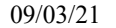
This new truck will support MFRD's mission to provide excellent response, fire protection and emergency service. It is instrumental in maintaining ISO PPC 1 classification and International Accreditation standards.

Fiscal Impact

Total expenditure, \$988,413, will be funded by the FY21 CIP Budget. This amount includes a \$27,232 discount for 90% pre-payment.

Attachments

1. H-GAC Cooperative Agreement
2. Sutphen Contract



G. Total Purchase Price (D+E+F):	\$ 1,015,644.86
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City of Murfreesboro

PUBLISHED OPTIONS

Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
D	45010001	-1	FRONT TOW EYES, BELOW BUMPER	STD	\$0.00	\$0.00	\$0.00
A	45010002	1	FRONT TOW EYES, THROUGH BUMPER FACE	IPOS	\$1,550.86	\$1,550.86	\$1,318.23
D	22010000	-1	DRIVE LINE, SPICER, 1710 SERIES	STD	\$0.00	\$0.00	\$0.00
A	22010050	1	DRIVE LINE, SPICER, 1810 SERIES	IPOS	\$1,314.48	\$1,314.48	\$1,117.31
D	23014120	-1	ENGINE, CUMMINS L 9 400HP DOC-DPF-DEF-SCR OBD	IPOS	\$6,395.49	-\$6,395.49	-\$5,436.17
A	23014230	1	ENGINE, CUMMINS X 12 500HP DOC-DPF-DEF-SCR OBD	IPOS	\$29,832.70	\$29,832.70	\$25,357.80
D	23029100	-1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	STD	\$0.00	\$0.00	\$0.00
A	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15	STD	\$0.00	\$0.00	\$0.00
D	23031173	-1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098	STD	\$0.00	\$0.00	\$0.00
A	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230	STD	\$0.00	\$0.00	\$0.00
D	23031210	-1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009	STD	\$0.00	\$0.00	\$0.00
A	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN	STD	\$0.00	\$0.00	\$0.00
D	47012430	-1	TRANSMISSION, ALLISON GEN 5, EVS3000	STD	\$0.00	\$0.00	\$0.00
A	47012440	1	TRANSMISSION, ALLISON GEN 5, EVS4000	IPOS	\$13,194.88	\$13,194.88	\$11,215.65
A	23110000	1	JACOBS ENGINE BRAKE	STD	\$0.00	\$0.00	\$0.00
D	23110005	-1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES	IPOS	\$0.00	\$0.00	\$0.00
D	26010000	-1	FUEL TANK, STEEL, 65 GALLON	STD	\$0.00	\$0.00	\$0.00
A	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL	IPOS	\$706.78	\$706.78	\$600.76
A	24530200	1	EXHAUST ADAPTER FOR PLYMOVENT GRABBER SYSTEM	IATS	\$121.20	\$121.20	\$103.02
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	\$0.00	\$0.00	\$0.00
A	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003	IPOS	\$810.96	\$810.96	\$689.32
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	\$298.69	-\$298.69	-\$253.89
A	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY 091-55-234-XXX	IPOS	\$810.55	\$810.55	\$688.97
A	15040100	2	120V OUTLET WIRED TO SHORELINE INLET - EA	IATS	\$358.30	\$716.60	\$609.11
A	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40	IPOS	\$1,235.23	\$1,235.23	\$1,049.95
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	\$477.74	-\$477.74	-\$406.08
D	43010322	-1	FRONT TIRE, GOODYEAR, 425/65R22.5 LRL, ARMOR MAX PRO GRADE MSA 22.5 X	IPOS	\$288.23	-\$288.23	-\$245.00
A	43010370	1	FRONT TIRES MICHELIN 425/65R22.5 LRL XFE 22.5 X 12.25 WHEELS	IPOS	\$401.38	\$401.38	\$341.17
A	42010025	1	REAR SUSPENSION, FIREMAAX 31,000 LBS. AIR RIDE	IPOS	\$0.00	\$0.00	\$0.00
D	42010500	-1	REAR SUSPENSION, REYCO 31,000 LBS. LEAF	IPOS	\$0.00	\$0.00	\$0.00
D	44010310	-1	TIRES, REAR, GOODYEAR 315/80R22.5X 9, LRL G291 HGWR, 31,000 GVWR	IPOS	\$983.10	-\$983.10	-\$835.64
A	44010360	1	TIRES, REAR, MICHELIN 315/80R22.5 X 9 LRL XZA-2 HIGHWAY 31,000 GVWR	IPOS	\$417.29	\$417.29	\$354.70
D	44215000	-1	WHEELS, STEEL (max 35K rear)	IPOS	\$558.74	-\$558.74	-\$474.93
A	44215210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 35K rear)	IPOS	\$1,510.84	\$1,510.84	\$1,284.21
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	\$245.94	-\$245.94	-\$209.05
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	\$0.00	\$0.00	\$0.00
A	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)	IPOS	\$2,056.41	\$2,056.41	\$1,747.95
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	\$1,122.79	\$1,122.79	\$954.37
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	\$294.31	\$294.31	\$250.16
A	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS	IATS	\$2,719.36	\$2,719.36	\$2,311.46
A	11024250	1	CAB TSAL4SE 73" 10" RR 1/2	IPOS	\$3,753.49	\$3,753.49	\$3,190.47
D	11024291	-1	CAB TSAL4SJ 62" FLAT	IPOS	\$2,713.80	-\$2,713.80	-\$2,306.73
A	11031375	1	CAB DOOR LOCKS, ELECTRIC (KEYLESS ENTRY)	IATS	\$1,783.33	\$1,783.33	\$1,515.83
D	11031419	-1	CAB DOOR WINDOWS, MANUAL (4)	STD	\$0.00	\$0.00	\$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER (4)	IPOS	\$780.09	\$780.09	\$663.08
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	\$0.00	\$0.00	\$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	\$383.45	\$383.45	\$325.93
A	11031465	4	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	\$69.35	\$277.40	\$235.79
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	\$0.00	\$0.00	\$0.00
A	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE	IPOS	\$725.21	\$725.21	\$616.43
D	11024400	-1	UPPER GRILLE, LEVEL STYLE FACADE (L9)	STD	\$0.00	\$0.00	\$0.00
A	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)	STD	\$0.00	\$0.00	\$0.00
D	11024600	-1	LOWER GRILLE, POLISHED STAINLESS (L9)	STD	\$0.00	\$0.00	\$0.00
A	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X12/X15)	STD	\$0.00	\$0.00	\$0.00
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	\$0.00	\$0.00	\$0.00
A	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL	IPOS	\$472.06	\$472.06	\$401.25
D	20029800	-1	BUMPER SIDES, DIAMONDPLATE	STD	\$0.00	\$0.00	\$0.00
A	20029802	1	BUMPER SIDES, DIAMONDPLATE, W/POCKET (18-24" EXTENSION)	IPOS	\$525.76	\$525.76	\$446.90
A	20040215	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (24" BUMPER)	IATS	\$727.04	\$727.04	\$617.98
A	20040300	1	1" LIP AROUND BUMPER TROUGH	IATS	\$508.19	\$508.19	\$431.96
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	\$748.59	\$748.59	\$636.30
A	20030500	1	NO CUT-OUT IN STORAGE WELL COVER	STD	\$0.00	\$0.00	\$0.00

A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	\$276.29	\$276.29	\$234.85
D	12030010	-1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)	STD	\$0.00	\$0.00	\$0.00
A	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X12/X15 STYLE)	IPOS	\$0.00	\$0.00	\$0.00
A	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON	IATS	\$98.14	\$98.14	\$83.42
A	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE	IATS	\$98.14	\$98.14	\$83.42
D	12510110	-1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT	STD	\$771.79	-\$771.79	-\$656.02
A	12510210	1	ELEC SIREN, FEDERAL SIGNAL PA4000, REMOTE FLUSH MOUNT	IPOS	\$904.20	\$904.20	\$768.57
D	12620100	-1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A	STD	\$551.65	-\$551.65	-\$468.90
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	\$2,956.61	\$2,956.61	\$2,513.12
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	\$98.14	\$98.14	\$83.42
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	\$98.14	\$98.14	\$83.42
A	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE	IATS	\$196.28	\$196.28	\$166.84
A	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS	IPOS	\$4,391.68	\$4,391.68	\$3,732.93
D	32520650	-1	HEADLIGHTS, HALOGEN, SINGLE STS HOUSING	IPOS	\$1,228.78	-\$1,228.78	-\$1,044.46
A	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT	IATS	\$268.71	\$268.71	\$228.40
A	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)	IPOS	\$485.96	\$485.96	\$413.07
D	48090000	-1	FRONT TURN SIGNALS, TRUCK LITE, HALOGEN (2)	STD	\$0.00	\$0.00	\$0.00
A	32530610	1	CORNERING LIGHTS, WHELEN 500 LED	IATS	\$1,072.48	\$1,072.48	\$911.61
D	32530750	-1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE	STD	\$0.00	\$0.00	\$0.00
A	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS	IPOS	-\$98.50	-\$98.50	-\$83.73
A	32530800	1	ICC LIGHTS, LED, BACK OF MIRROR	IATS	\$268.71	\$268.71	\$228.40
D	27022120	-1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE	IPOS	\$0.00	\$0.00	\$0.00
A	27030500	1	SCUFF PLATES, SIDE OF CAB, BEHIND HANDRAILS, MIRRORRED STS (4)	IATS	\$405.80	\$405.80	\$344.93
A	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)	IATS	\$588.03	\$588.03	\$499.83
A	27030725	1	SCUFF PLATES, FRONT OF CAB, BEHIND HANDRAILS, MIRRORRED STS (PAIR)	IATS	\$238.70	\$238.70	\$202.90
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	\$0.00	\$0.00	\$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	\$408.88	\$408.88	\$347.55
A	11032015	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS W/CLEAN CAB SLIDE-OUT	IPOS	\$4,379.58	\$4,379.58	\$3,722.64
A	11032210	1	INTERIOR ACCESS, BLACK WEBBING	IPOS	\$401.85	\$401.85	\$341.57
A	11032450	2	COMPT DOOR LOCK - NOT PROVIDED	IATS	\$0.00	\$0.00	\$0.00
A	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT	IPOS	\$591.11	\$591.11	\$502.44
A	11032065	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS W/CLEAN CAB SLIDE-OUT	IPOS	\$4,379.58	\$4,379.58	\$3,722.64
A	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT	IPOS	\$591.11	\$591.11	\$502.44
A	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH	STD	\$0.00	\$0.00	\$0.00
D	11035422	-1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH	IPOS	\$366.64	-\$366.64	-\$311.64
A	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR	STD	\$0.00	\$0.00	\$0.00
D	31010287	-1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR	IPOS	\$0.00	\$0.00	\$0.00
D	11032950	-1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	\$138.68	-\$138.68	-\$117.88
A	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, REFLEXITE	IPOS	\$416.04	\$416.04	\$353.63
D	31010290	-1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	STD	\$0.00	\$0.00	\$0.00
A	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	IPOS	\$0.00	\$0.00	\$0.00
D	11031670	-1	TOOL MOUNTING PLATE, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	11031682	1	TOOL TRAY W/1" LIP, TOP OF ENGINE ENCLOSURE	IPOS	\$510.54	\$510.54	\$433.96
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	22610000	-1	ENGINE HOOD LIGHT, HALOGEN (1)	STD	\$0.00	\$0.00	\$0.00
A	22610050	1	ENGINE HOOD LIGHT, LED (1)	IPOS	\$94.70	\$94.70	\$80.50
D	11031510	-1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX	STD	\$0.00	\$0.00	\$0.00
A	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE	IPOS	\$272.61	\$272.61	\$231.72
A	11031701	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (SLANT BACK)	IPOS	\$592.81	\$592.81	\$503.89
A	30031615	1	DO NOT MOVE LIGHT, WHELEN ION-T LED	IATS	\$394.71	\$394.71	\$335.50
A	30031778	1	12V POWER POINTS, (5)	IATS	\$447.91	\$447.91	\$380.72
A	30031805	1	12V DUAL PORT USB POWER POINTS, (5)	IATS	\$447.91	\$447.91	\$380.72
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	\$556.01	\$556.01	\$472.61
A	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT	IATS	\$883.16	\$883.16	\$750.69
A	11040100	1	ADD'L FUSE BLOCK IN CAB FOR FUTURE ELECTRICAL INSTALLATION	IATS	\$556.01	\$556.01	\$472.61
D	28010740	-1	DEFROSTER, HEATER & A/C (TM-21)	IPOS	\$6,934.03	-\$6,934.03	-\$5,893.93
A	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)	IPOS	\$8,219.41	\$8,219.41	\$6,986.50
A	28090003	1	HEAT TO FEET	IATS	\$571.15	\$571.15	\$485.48
A	11031696	1	REAR HEAT/AC STORAGE, 5 SLOTS (3 SMALL, 2 MEDIUM), SLANTED CORNERS	IATS	\$606.96	\$606.96	\$515.92
A	28031000	1	FAN, 12 VOLT, DRIVER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER	IATS	\$161.23	\$161.23	\$137.05
A	28031100	1	FAN, 12 VOLT, OFFICER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER	IATS	\$161.23	\$161.23	\$137.05
D	38510105	-1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR)	STD	\$1,486.10	-\$1,486.10	-\$1,263.19
A	38510204	1	DRIVER'S SEAT, BOSTROM SIERRA ELECTRIC ABTS (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,953.76	\$1,953.76	\$1,660.70
A	39010210	1	OFFICER'S SEAT, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW	IPOS	\$1,514.24	\$1,514.24	\$1,287.10
D	39090000	-1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	IPOS	\$865.45	-\$865.45	-\$735.63
D	39030010	-1	OFFICER'S SEAT COMPT, OPEN FRONT	STD	\$0.00	\$0.00	\$0.00
A	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR	IPOS	\$306.10	\$306.10	\$260.19
A	11031825	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (AERIAL)	IPOS	\$2,341.50	\$2,341.50	\$1,990.28

D	39521105	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521307	1	CREW SEAT 1, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW	IPOS	\$1,523.45	\$1,523.45	\$1,294.93
A	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)	IATS	\$490.64	\$490.64	\$417.04
D	39521106	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521308	1	CREW SEAT 2, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW	IPOS	\$1,523.45	\$1,523.45	\$1,294.93
D	39521405	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
D	39521406	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521636	1	CREW SEAT 6, BOSTROM TANKER 500, ABTS SCBA FLIP-UP (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,630.48	\$1,630.48	\$1,385.91
D	38320000	-1	HELMET STORED IN COMPARTMENT	STD	\$0.00	\$0.00	\$0.00
D	39610105	-5	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	\$0.00	\$0.00	\$0.00
A	39610115	4	SCBA BRACKETS, IMMI SMART DOCK	IPOS	\$854.51	\$3,418.04	\$2,905.33
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	\$0.00	\$0.00	\$0.00
A	39710019	1	CREW SEAT COMPT, FIXED PANELS (73" CAB)	IPOS	\$741.43	\$741.43	\$630.22
A	39830100	1	ROLLTEK SIDE CURTAIN AIRBAGS	IATS	\$12,821.41	\$12,821.41	\$10,898.20
A	11031740	1	OVERHEAD STORAGE, FRONT OF 10" RR W/NET	IATS	\$2,159.28	\$2,159.28	\$1,835.39
A	84541600	1	MOUNTING OF CUSTOMERS RADIO-SINGLE HEAD	IATS	\$1,226.61	\$1,226.61	\$1,042.62
A	84541700	4	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	\$352.23	\$1,408.92	\$1,197.58
A	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS	IATS	\$895.71	\$895.71	\$761.35
A	84530256	1	WIRELESS INTERCOM, FIRECOM 5100D, SINGLE RADIO, 6 POSITION	IATS	\$14,031.88	\$14,031.88	\$11,927.10
A	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)	IATS	\$1,460.93	\$1,460.93	\$1,241.79
D	60012305	-1	QMAX-1500 GPM 6" SUCTION SINGLE STAGE PUMP	STD	\$0.00	\$0.00	\$0.00
A	60020406	1	WATEROUS PUMP CSU-2000 GPM SINGLE STAGE	IPOS	\$8,247.20	\$8,247.20	\$7,010.12
D	60025000	-1	GEARBOX, HALE, G-SERIES, REAR MOUNTED	STD	\$0.00	\$0.00	\$0.00
A	60025300	1	GEARBOX, WATEROUS, REAR MOUNTED	STD	\$0.00	\$0.00	\$0.00
D	60026000	-1	PUMP PACKING, HALE	STD	\$0.00	\$0.00	\$0.00
A	60026010	1	PUMP PACKING, WATEROUS	STD	\$0.00	\$0.00	\$0.00
A	60031001	1	ZINC ANODES, WATEROUS (2)	IATS	\$267.03	\$267.03	\$226.98
A	61210000	1	INTAKE PRESSURE CONTROL, ELKHART 40-20	IPOS	\$221.18	\$221.18	\$188.00
D	61210410	-1	INTAKE PRESSURE CONTROL, TFT A1831	STD	\$0.00	\$0.00	\$0.00
A	63060100	2	RELIEF VALVE FOR MIV	IATS	\$0.00	\$0.00	\$0.00
A	65030000	1	2.5" LEFT SIDE INLET	STD	\$1,343.54	\$1,343.54	\$1,142.01
A	71025140	1	4" DISCHARGE, RIGHT	IATS	\$2,648.23	\$2,648.23	\$2,251.00
A	71530112	1	DISCHARGE 2.5" VALVE 2.5" PIPE TO LEFT REAR (AERIALS)	IATS	\$4,031.23	\$4,031.23	\$3,426.55
A	72130100	1	DISCHARGE 2.5" UPPER LEFT SIDE BODY	IATS	\$1,791.43	\$1,791.43	\$1,522.72
A	72230212	1	DISCHARGE 2.5" TO FRONT BUMPER (AERIALS)	IATS	\$6,075.53	\$6,075.53	\$5,164.20
D	72910510	-1	COVER, VINYL FOR CROSSLAYS (AERIALS)	STD	\$549.66	-\$549.66	-\$467.21
A	72910512	1	COVER, WEBBING FOR CROSSLAYS (AERIALS)	IPOS	\$851.05	\$851.05	\$723.39
A	61730005	5	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	\$0.00	\$0.00	\$0.00
A	63030600	2	WATEROUS MONARCH INTAKE VALVE, ELEC	IATS	\$4,432.83	\$8,865.66	\$7,535.81
A	61720100	5	VALVE, AKRON HEAVY DUTY	STD	\$0.00	\$0.00	\$0.00
D	61770100	-2	ACTUATOR, VALVE, SWING HANDLE	STD	\$0.00	\$0.00	\$0.00
A	61770110	2	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR	IPOS	\$245.86	\$491.72	\$417.96
A	61770120	4	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS	IPOS	\$0.00	\$0.00	\$0.00
A	61770200	1	ACTUATOR, VALVE, AKRON HANDWHEEL	IPOS	\$999.85	\$999.85	\$849.87
A	77021010	4	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"	STD	\$0.00	\$0.00	\$0.00
A	61810150	2	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	\$0.00	\$0.00	\$0.00
A	61810160	1	DISCHARGE TERMINATION, STRAIGHT	IPOS	\$0.00	\$0.00	\$0.00
A	60036010	5	THREADS, NST	STD	\$0.00	\$0.00	\$0.00
A	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN	IATS	\$69.78	\$69.78	\$59.31
A	61840270	1	ADAPTER, 4" NST FE X 5" STORZ W/CAP & CHAIN, TFT	IATS	\$277.93	\$277.93	\$236.24
D	74930500	-1	PANEL FINISH, BLACK VINYL	STD	\$0.00	\$0.00	\$0.00
A	74930510	1	PANEL FINISH, BRUSHED STS	IPOS	\$762.75	\$762.75	\$648.34
D	74931310	-1	PUMP FINISH, PAINTED BY PUMP MFG	STD	\$0.00	\$0.00	\$0.00
A	74931320	1	PUMP FINISH, PAINTED BY SUTPHEN	IPOS	\$2,009.28	\$2,009.28	\$1,707.89
A	76031950	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL, WITH 25' OF HOSE	IATS	\$576.14	\$576.14	\$489.72
A	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL	IATS	\$179.13	\$179.13	\$152.26
D	76510060	-1	GAUGES, MASTER, INNOVATIVE CONTROLS, 4"	STD	\$0.00	\$0.00	\$0.00
A	76521060	1	GAUGES, MASTER, INNOVATIVE CONTROLS, 6"	IPOS	\$358.30	\$358.30	\$304.56
A	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)	IATS	\$1,588.61	\$1,588.61	\$1,350.32
D	83525000	-1	WATER TANK BRAND, UNSPECIFIED	STD	\$0.00	\$0.00	\$0.00
A	83525200	1	WATER TANK BRAND, UPF	IPOS	\$0.00	\$0.00	\$0.00
D	83520405	-1	WATER TANK, 300 GAL, POLY	STD	\$0.00	\$0.00	\$0.00
A	83520425	1	WATER TANK, 500 GAL, POLY	IPOS	\$2,508.04	\$2,508.04	\$2,131.83
D	80126010	-1	BODY SAA-1, LEFT HIGH / RIGHT LOW	STD	\$0.00	\$0.00	\$0.00
A	80126020	1	BODY SAA-2, LEFT HIGH / RIGHT LOW / TRANS REAR	IPOS	\$0.00	\$0.00	\$0.00
A	81130200	3	ADJUSTABLE SHELF	IATS	\$268.71	\$806.13	\$685.21
A	81150000	2	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL	IATS	\$1,169.35	\$2,338.70	\$1,987.90

A	81150305	2	600# SLIDE-MASTER TRAY, 100% SLIDEOUT	IATS	\$1,143.40	\$2,286.80	\$1,943.78
A	80250100	12	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER	IATS	\$143.34	\$1,720.08	\$1,462.07
A	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN)	IATS	\$512.35	\$3,586.45	\$3,048.48
A	80230200	8	COMPT DOOR LOCKS, KEYED ALIKE	IATS	\$153.56	\$1,228.48	\$1,044.21
D	81410000	-1	COVER, VINYL, MAIN HOSE BED	STD	\$1,074.89	-\$1,074.89	-\$913.66
A	81410600	1	COVER, WEBBING, MAIN HOSE BED	IPOS	\$1,604.15	\$1,604.15	\$1,363.53
D	81440200	-1	COVER FASTENERS, BUNGIE CORDS WITH ORANGE TAB	IPOS	\$0.00	\$0.00	\$0.00
A	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES	IPOS	\$281.29	\$281.29	\$239.10
A	81330300	1	HOSE BED DIVIDER, ADJ (1)	IATS	\$716.58	\$716.58	\$609.09
A	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP	IATS	\$276.29	\$276.29	\$234.85
A	81340100	1	HOSEBED ABOVE LEFT SIDE BODY	IATS	\$1,572.89	\$1,572.89	\$1,336.96
A	81430100	1	COVER, VINYL, FOR ADDT'L UPPER BODY HOSEBED	STD	\$0.00	\$0.00	\$0.00
A	80231230	1	7 SCBA CYLINDER COMPTS (3 LEFT, 4 RIGHT)	IATS	\$3,568.41	\$3,568.41	\$3,033.15
A	80290310	7	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	\$0.00	\$0.00	\$0.00
A	89020300	1	LADDERS, DUO-SAFETY (MT) 115' 14'C, 16R', 16'R, 24'-2sec, 35'-3sec &	IPOS	\$0.00	\$0.00	\$0.00
D	89020325	-1	LADDERS, ALCO-LITE (MT) 115' 14'C, 16R', 16'R, 24'-2sec, 35'-3sec & 10'F	STD	\$0.00	\$0.00	\$0.00
A	89032000	2	SKULL SAVER	IATS	\$134.38	\$268.76	\$228.45
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	\$66.93	\$66.93	\$56.89
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	85010110	-1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	IPOS	\$1,452.86	-\$1,452.86	-\$1,234.93
A	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	\$2,319.28	\$2,319.28	\$1,971.39
D	85110000	-1	ICC LIGHTS	STD	\$0.00	\$0.00	\$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	\$490.65	\$490.65	\$417.05
A	85130100	1	MARKER LIGHTS, BRITAX, FLEXIBLE, LED (PAIR)	IATS	\$251.79	\$251.79	\$214.02
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	85710030	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ E10 LED	IPOS	\$420.88	\$420.88	\$357.75
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED	IPOS	\$46.23	\$46.23	\$39.30
D	86610100	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES	IPOS	\$2,901.08	-\$2,901.08	-\$2,465.92
A	86610140	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 16 MODULES	IPOS	\$4,843.95	\$4,843.95	\$4,117.36
D	86920100	-1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION	STD	\$0.00	\$0.00	\$0.00
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P (PAIR)	STD	\$875.13	-\$875.13	-\$743.86
A	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)	IPOS	\$1,510.63	\$1,510.63	\$1,284.04
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	\$687.56	-\$687.56	-\$584.43
A	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)	IPOS	\$1,712.19	\$1,712.19	\$1,455.36
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	\$0.00	\$0.00	\$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	\$0.00	\$0.00	\$0.00
A	87530100	1	WARNING LIGHT FLANGES ON HEADLIGHT HOUSING FOR WHELEN M6 M6FC600 (6)	IATS	\$168.78	\$168.78	\$143.46
D	87210110	-1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 3)	IPOS	\$1,031.35	-\$1,031.35	-\$876.65
A	87210210	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 3)	IPOS	\$1,284.14	\$1,284.14	\$1,091.52
D	87310100	-1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	\$687.56	-\$687.56	-\$584.43
A	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)	IPOS	\$856.10	\$856.10	\$727.69
D	87410110	-1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 3)	IPOS	\$1,031.35	-\$1,031.35	-\$876.65
A	87410210	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 3)	IPOS	\$1,284.14	\$1,284.14	\$1,091.52
A	87537733	1	ADDITIONAL WARNING LIGHTS, WHELEN 500 SUPER LED, 50*02F*R (PAIR)	IATS	\$716.13	\$716.13	\$608.71
A	87537734	2	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR)	IATS	\$856.10	\$1,712.20	\$1,455.37
A	87537738	1	ADDITIONAL WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI*(PAIR)	IATS	\$847.96	\$847.96	\$720.77
A	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"	IATS	\$1,829.11	\$1,829.11	\$1,554.74
A	86530032	1	GOLIGHT 20214, (2) ON CAB ROOF, DASH CONTROL (LED)	IATS	\$1,307.63	\$1,307.63	\$1,111.49
A	86537816	2	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR)	IATS	\$1,412.90	\$2,825.80	\$2,401.93
A	88399940	5	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA)	IATS	\$317.26	\$1,586.30	\$1,348.36
A	88230212	1	GENERATOR, SMART POWER, 8KW HYD, MT	IATS	\$13,854.63	\$13,854.63	\$11,776.44
A	88250400	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR GFI BREAKERS	IATS	\$522.99	\$522.99	\$444.54
A	88251100	1	BREAKER PANEL, STD LOCATION (L1)	STD	\$0.00	\$0.00	\$0.00
A	88250100	3	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH	IATS	\$358.30	\$1,074.90	\$913.67
A	88433010	1	MOUNTING OF ELEC CORD REEL IN BODY COMPT	IATS	\$995.95	\$995.95	\$846.56
A	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3	IATS	\$3,429.70	\$3,429.70	\$2,915.25

A	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE	IATS	\$1,061.85	\$1,061.85	\$902.57
A	88390624	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, FIXED/SWIVEL W/SWITCH, 120V	IATS	\$2,681.25	\$5,362.50	\$4,558.13
A	88390638	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, 120V, FIXED/SWIVEL W/SWITCH, TIP OF LADDER	IATS	\$2,847.78	\$5,695.56	\$4,841.23
A	95016171	1	CAB AND BODY CRUSH ALARM SYSTEM (SL75, SA75)	IATS	\$6,831.53	\$6,831.53	\$5,806.80
D	95050100	-1	AERIAL SPOT LIGHTS - (4) UNITY SPOT, HALOGEN (SA/SL/SLR)	STD	\$0.00	\$0.00	\$0.00
A	95050140	1	AERIAL SPOT LIGHTS - (4) FIRETECH FT-WL-X-5-S-B, LED (SA/SL/SLR)	IPOS	\$934.24	\$934.24	\$794.10
A	95050190	1	LADDER LIGHTING SYSTEM, FIRETECH FT-WL-2000-S-B, LED (SA/SL/SLR75, SP70, SLR108)	IATS	\$1,728.38	\$1,728.38	\$1,469.12
A	95059500	1	2.5" AUXILIARY WATERWAY DISCHARGE	IATS	\$2,311.33	\$2,311.33	\$1,964.63
A	95080250	1	STOKES STORAGE BOX, PAINTED, MOUNTED ON BOOM	IATS	\$4,646.45	\$4,646.45	\$3,949.48
A	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)	IATS	\$0.00	\$0.00	\$0.00
D	90030004	-1	PAINT, SINGLE TONE	STD	\$0.00	\$0.00	\$0.00
A	90030007	1	TWO TONE CAB	IATS	\$1,635.49	\$1,635.49	\$1,390.17
A	90030002	1	METALLIC PAINT	IATS	\$2,679.03	\$2,679.03	\$2,277.18
A	90029960	1	PAINT BREAK #6 - BETWEEN WINDSHIELD AND TOP OF GRILLE W/ GRILLE SWOOP	IPOS	\$492.48	\$492.48	\$418.61
A	90030015	1	A/C CONDENSER PAINTED ROOF COLOR	IATS	\$382.56	\$382.56	\$325.18
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	\$477.15	-\$477.15	-\$405.58
A	90610100	1	DELETE STANDARD SCOTCHLITE STRIPING	STD	\$0.00	\$0.00	\$0.00
D	90630500	-1	ONE PIECE "Z" STRIPE (UNDER 11-3/4")	IPOS	\$578.49	-\$578.49	-\$491.72
A	90682220	1	CHEVRON STRIPING, REAR COMPT DOOR, REFLEXITE (Aerial Ladders)	IATS	\$533.93	\$533.93	\$453.84
D	90710300	-1	BOOM SIGN, APPROX 66" x 10"	STD	\$0.00	\$0.00	\$0.00
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	\$895.71	\$895.71	\$761.35
A	89050510	1	PIKE POLE STORAGE TUBES (3), OFFICER'S SIDE	IATS	\$928.44	\$928.44	\$789.17
TOTAL PUBLISHED OPTIONS:						\$264,324.43	\$224,675.85

City of Murfreesboro

NON-PUBLISHED OPTIONS

<u>Add, Change, Delete</u>	<u>OPTION #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A	12628888	1	SPECIAL Siren Speaker Whelen P123BMC	\$529.25	\$529.25
A	32588888	1	SPECIAL ITEM, Mirror Marker Light Wired to Blinker	\$400.00	\$400.00
A	27028888	1	SPECIAL Cab Handrails Hansen Backlit Handrails	\$450.22	\$450.22
A	27088888	1	SPECIAL ITEM, Backlit Grab Handrails Front Of Cab	\$225.12	\$225.12
A	11032388	1	SPECIAL ITEM, Mortise Locks	\$0.00	\$0.00
A	11031678	1	SPECIAL Center Console 3 Slot Map Box Open Front With Strap (2) Cup Holder with Storage Box	\$492.19	\$492.19
A	31088888	1	SPECIAL ITEM, Double Glove Box Holder	\$800.00	\$800.00
A	30088888	1	SPECIAL ITEM, Additional Power Points (4)	\$420.00	\$420.00
A	39088888	1	SPECIAL ITEM, Manual Adjustment For Officers seat	\$500.00	\$500.00
A	39588888	1	SPECIAL ITEM, 3/16" Tool Mounting Plate	\$473.07	\$473.07
A	39588888	1	SPECIAL ITEM, SCBA BRACKET	\$159.38	\$159.38
A	39588888	1	SPECIAL ITEM, Drop Down Doors Crew Seat Compartment	\$125.00	\$125.00
A	11088888	1	SPECIAL ITEM, STREAMLIGHT SURVIVOR 90509 LED W/12VDC FAST CHARGER (5)	\$1,290.30	\$1,290.30
A	11088888	1	SPECIAL ITEM, STREAMLIGHT FIRE VULCAN LED HANDLIGHT W/12 VOLT CHARGER	\$548.52	\$548.52
A	11088888	1	SPECIAL ITEM, Camera Syatem Outrigger FRC INVIEW TRUEVIEW SINGLE CAMERA	\$1,205.62	\$1,205.62
A	11088888	1	SPECIAL ITEM, DVR SYSTEM FRC SINGLE 720P INTERIOR DOME CAMERA & WIFI	\$2,464.89	\$2,464.89
A	72888888	1	SPECIAL ITEM, CROSSLAY WEBBING WITH BUCKLES, NO TOP COVER	\$468.98	\$468.98
A	72888888	1	SPECIAL ITEM, CUSTOM PUMP MODULE HEADER AND CROSSLAY WIDTHS	\$552.50	\$552.50
A	80588888	1	SPECIAL ITEM, 250# ROLL OUT DRAWER	\$1,035.94	\$1,035.94
A	80388888	1	SPECIAL ITEM, TRAY EXTENDED BACK AND SIDE WALLS	\$262.50	\$262.50
A	80288888	1	SPECIAL ITEM, ROM Electric Door Locks	\$3,354.75	\$3,354.75
A	80288888	1	SPECIAL ITEM, Electric Mortice Locks on Clean Cab	\$2,037.00	\$2,037.00
A	80288888	1	SPECIAL ITEM, FOLDING LADDER CHUTE AND DUAL PIKE POLE STORAGE IN HIGH SIDE HOSEBED	\$2,047.50	\$2,047.50
A	89988888	1	SPECIAL ITEM, HANSEN BACKLIT HANDRAILS	\$182.24	\$182.24
A	89988888	1	SPECIAL ITEM, Extinguisher Holders	\$1,200.00	\$1,200.00
A	86588888	1	SPECIAL ITEM, Whelen Pioneer Summit	\$2,901.50	\$2,901.50
A	96088888	1	SPECIAL ITEM, Roof Ladder Behind Sign Board	\$1,500.00	\$1,500.00
A	96088888	1	SPECIAL ITEM, NY Hook Mount	\$500.00	\$500.00
A	96088888	1	SPECIAL ITEM, Deleted Item	\$0.00	\$0.00
A	96088888	1	SPECIAL ITEM, Stokes Upgrade	\$247.56	\$247.56
A	90588888	1	SPECIAL ITEM, Graphics Allowance	\$7,576.00	\$7,576.00
A	90688888	1	SPECIAL ITEM, Refelxite Applied to Tip Of Ladder	\$498.75	\$498.75
A	90710888	1	SPECIAL Boom Sign EXTRA LARGE BOOM SIGN	\$500.00	\$500.00
A	89088888	1	SPECIAL ITEM, Deleted Item	\$0.00	\$0.00
A	89088888	1	SPECIAL ITEM, Pike Pole Storage Behind Cab	\$646.38	\$646.38
A	PDB000219	1	DEALER SUPPLIED - NY Hooks/Pike Poles	\$1,500.00	\$1,500.00
			TOTAL NON-PUBLISHED OPTIONS:		\$37,095.16

Agreement for Heavy Duty 75' Mid-Mount Aerial Ladder (SL75) Truck

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 **The Sutphen Corporation**, corporation of the State of Ohio ("Contractor").

This Agreement consists of the following documents:

- This document
- The Houston-Galveston Area Council Cooperative Agreement No. FS12-19, effective date December 1, 2019 through November 30, 2021 (hereinafter, HGAC Agreement)
- Contractor's Proposal dated September 2, 2021
- Murfreesboro Component Report prepared by Contractor (hereinafter, Component Report)
- 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, the Houston-Galveston Area Council Cooperative Agreement No. FS12-19, effective date December 1, 2019 through November 30, 2021 (HGAC Agreement)
- Fourth, HGACBuy Contract Pricing Worksheet prepared by Contractor and dated September 3, 2021
- Fifth, the Murfreesboro Component Report prepared by Contractor (Component Report)
- Lastly, the Contractor's Proposal dated September 2, 2021

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase one (1) Sutphen Heavy Duty 75' Mid-Mount Aerial Ladder (SL75) from the Contractor per the Contractor's Proposal dated September 2, 2021 in accordance with the Component Report, HGACBuy Contract Pricing Worksheet and the HGAC Agreement.

2. Term. This Agreement shall not be effective until approved by the City Council and signed by all required parties.

3. Termination. Contractor's performance may be terminated in whole or in part:

- a. 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 30 days after receiving the notice.
- b. 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.

4. Price; Compensation; Method of Payment.

- a. Initial Purchase Price: The price for the goods and other items to be provided under this Agreement is set forth in the HGAC Agreement and the Contractor's Proposal which

reflects One Sutphen Heavy Duty 75' Mid-Mount Aerial Ladder (SL75) completed and delivered for a **Total Purchase Price of One Million Fifteen Thousand Six Hundred Forty-Four Dollars and Eighty-Six Cents (\$1,015,644.86)**. The parties agree that the following schedule will govern the payment of the Total Purchase Price:

- i. Deposit: Contractor will invoice the City for Ninety Percent (90%) of the Total Purchase Price. The Deposit shall be refunded in the event the City terminates this contract for cause prior to the Delivery date.
- ii. Final Payment Upon Delivery: Contractor will invoice the City for the remaining Ten Percent (10%) of the Total Purchase Price, **less the pre-payment discount of \$27,231.98**, at the time delivery of the equipment to the City at the site(s) designated herein. Final payment will not be made until after items are delivered and accepted.
- iii. In electing to accept prepayment of 90% of the Total Purchase Price, Contractor agrees to discount the Heavy Duty 75' Mid-Mount Aerial Ladder (SL75) Truck by Twenty-Seven Thousand Two Hundred Thirty-One Dollars and Ninety-Eight Cents resulting in a Discounted Price for one Aerial Ladder Truck of **\$988,412.88**.
- iv. The Total Amount Owed to Contractor by City after discount applied is **Nine Hundred Eighty-Eight Thousand Four Hundred Twelve Dollars and Eighty-Eight Cents (\$988,412.88)**.

The City agrees to make the above payments in accordance with section 4.b below.

- 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. Provided goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order, the City agrees to pay Contractor at net 30 days after receiving an invoice. Invoices must bear the purchase order number.
 - c. Deliveries of all items shall be made within 13-15 months of order FOB Destination at 202 East Vine Street, Murfreesboro, TN 37130. Delivery Contact: Assistant Chief Kaye Jernigan (tel.: 615-893-1422, email: kjernigan@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. 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 that fail to meet the specifications set forth in either Contractor's Proposal or Component Report.
 - 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.
- 5. Warranty.** Contractor shall provide the standard vehicle warranty of one year. Contractor will provide repair or replacement for any part of the delivered vehicle in which a defect in materials or workmanship appears after normal use, maintenance or service. The warranty period begins on the date the vehicle is delivered and accepted by City.
- 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.** Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement. In addition, Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
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 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:

Drew Sutphen
Sutphen Corporation
6450 Eiterman Road
Dublin, Ohio 43016

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, epidemic, pandemic, public health crisis, 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 _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

SUTPHEN CORPORATION

By: _____
Shane McFarland, Mayor

By: _____
Drew Sutphen, President
Sutphen Corporation

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/21

Item Title: Purchase of New Vehicles

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 three new vehicles for the Fire Rescue Department.

Staff Recommendation

Approve the cooperative purchase of three 2022 Police Interceptors from Ford of Murfreesboro through the State of Tennessee Contract.

Background Information

MFRD plans to purchase three 2022 Police Interceptor Utility AWD vehicles. The vehicles are included on the State of Tennessee Vehicle Contract with Ford of Murfreesboro. All vehicles will be purchased pursuant to the purchasing policy of the City of Murfreesboro using the contract between the Murfreesboro Police Department and Ford of Murfreesboro.

Two of the vehicles will be assigned to assistant chiefs and the third to Safety 2. Two 2002 Chevrolet Tahoes will be replaced due to high mileage and repair costs and used as backup vehicles for Safety 1 and the Battalion Chiefs. One 2005 Ford F-150 will be replaced and reassigned to the Community Risk Reduction Division.

Council Priorities Served

Maintain Public Safety

Provides personnel with vehicles to perform their jobs.

Fiscal Impact

This expenditure, \$100,593, is funded by the Department's FY22 budget.

Attachments

1. Ford of Murfreesboro Quote

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/64470

TO:
City of Murfreesboro

DATE	9/23/2021
F.O.B.	
TERMS	30 Days ARO
DELIVERY	TBD
NUMBER	

We are pleased to quote you the following:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	K8A	PI Utility AWD	\$33,531.00	\$33,531.00
	OPT	Additional Options		
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$33,531.00	\$33,531.00

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

QUOTE SIGNED

September 23, 2021

DATE



Prepared by: Jason McCullough

09/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,980.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) (136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.	-\$3,450.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.	Included

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



Prepared by: Jason McCullough
09/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black	N/C
Exterior Color		
E4_01	Vermillion Red	N/C
SUBTOTAL		\$38,020.00
Destination Charge		\$1,245.00
TOTAL		\$39,265.00

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



Prepared by: Jason McCullough
09/23/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215

Major Equipment

(Based on selected options, shown at right)

3.3L V-6 DOHC w/gasoline direct injection 285hp
10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Dual zone electronic automatic temperature control
- * AM/FM stereo with seek-scan, external memory control
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 35-30-35 folding rear split-bench
- * Class III hitch

Exterior: Vermillion Red
Interior: Charcoal Black

- * Brake assistance
- * P 255/60R18 BSW AS W-rated tires
- * Automatic air conditioning
- * Tinted glass
- * LED brakelights
- * Dual power remote mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle

STANDARD VEHICLE PRICE	\$40,980.00	MSRP
Order Code 500A		N/C
3.73 Axle Ratio		Included
GVWR: 6,840 lbs (3,103 kgs)		Included
Tires: 255/60R18 AS BSW		Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel		Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear		Included
Monotone Paint Application		STD
119" Wheelbase		STD
Radio: AM/FM/MP3 Capable		Included
50 State Emission System		STD
Engine: 3.3L V6 Direct-Injection (FFV)	-\$3,450.00	
Transmission: 10-Speed Automatic (44U)		N/C
Remote Keyless Entry Key Fob w/o Key Pad		\$340.00
Noise Suppression Bonds (Ground Straps)		\$100.00
Grille LED Lights, Siren & Speaker Pre-Wiring		\$50.00
Charcoal Black		N/C
Vermillion Red		N/C

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

Prepared by: Jason McCullough
09/23/2021

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

<i>As Configured Vehicle</i>		MSRP
SUBTOTAL		\$38,020.00
Destination Charge		\$1,245.00
TOTAL		\$39,265.00

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

COUNCIL COMMUNICATION

Meeting Date: 9/30/2021

Item Title: Contract Extension with the Department of Veterans Affairs

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

Extension of the fire services contract with the Department of Veterans Affairs (VA).

Staff Recommendation

Approve the extension of the fire services contract with the Department of Veterans Affairs for the Alvin C. York VA Medical Center.

Background Information

The Alvin C. York VA Medical Center is located outside City limits; however, MFRD has provided fire contract services to the VA facility for 21 years. The VA has requested to extend the contract for fire suppression and other services for an additional year.

The extension is for one year, expiring on September 30, 2022. The fee for the extension is \$1,275,919 annually.

Council Priorities Served

Maintain public safety

Providing efficient fire suppression and other services to a significant facility close to the City's boundaries, maintains public safety by preventing a major event from affecting the City's citizens.

Fiscal Impact

Monthly revenue from this agreement, \$106,326, is incorporated in the FY22 Budget.

Attachment

Contract with Department of Veterans Affairs

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 626-22-1-4138-0007 626C20047		PAGE 1 OF 40							
2. CONTRACT NO. 36C24922C0009		3. AWARD/EFFECTIVE DATE AWARDED: EFFECTIVE: 10-01-2021		4. ORDER NO.		5. SOLICITATION NUMBER 36C24921Q0415		6. SOLICITATION ISSUE DATE 07-21-2021					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Christina Lawrence		b. TELEPHONE NO. (No Collect Calls) 615-225-3426		8. OFFER DUE DATE/LOCAL TIME 08-03-2021							
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 9 (90C) NCO 9 1639 Medical Center Parkway, Suite 400 Murfreesboro TN 37129				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		NAICS: 561990		SIZE STANDARD: \$12 Million					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO Department of Veterans Affairs Alvin C. York VAMC 3400 Lebanon Pike Murfreesboro TN 37129				16. ADMINISTERED BY Network Contracting Office 9 Department of Veterans Affairs Network Contracting Office (90C) 1639 Medical Center Parkway Suite 400 Murfreesboro TN 37129		CODE 90C							
17a. CONTRACTOR/OFFEROR MURFREESBORO, CITY OF 111 W VINE ST MURFREESBORO TN 37130		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY FSC e-Invoicing Payment http://www.fsc.va.gov/fsc/einvoice.asp Invoice Setup Information 1-877-489-6135 Invoice must be submitted electronically PHONE: Setup 1-877-489-6135 FAX:		CODE 90C							
TELEPHONE NO. DUNS: 089553861 DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page Full Fire Protection Service for the Alvin C. York VA Medical Center in accordance with the Statement of Work in section B.4. Period of Performance: 10/01/2021-09/30/2022 Please reference Purchase Order Number 626C20047 on all invoices during this period. Wage Determination 2015-4648 (Rev. 16) date 08/06/2021 are applicable for this contract. (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 626-3620162-4138-850300-2580 0100341Y2						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,275,919.32							
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ Quote OFFER DATED 07-01-2021. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:							
Shane McFarland, Mayor smcfarland@murfreesborotn.gov DocuSigned by: Adam F. Tucker, City Attorney atucker@murfreesborotn.gov Adam F. Tucker						30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Lori L. Ellis Contracting Officer							
30c. DATE SIGNED 10/01/2021						31c. DATE SIGNED 10/01/2021							

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

Mark Foulks 615-893-1422 mfoulks@murfreesborotn.gov

Fire Rescue Chief Murfreesboro Fire Rescue Department

220 NW Broad Street Murfreesboro, TN 37130

b. GOVERNMENT: Contracting Officer 36C249 Lori Ellis

Department of Veterans Affairs

Network Contracting Office 9 (90C)

NCO 9

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

FSC e-Invoicing Payment

<http://www.fsc.va.gov/fsc/einvoice.asp>

Invoice Setup Information 1-877-489-6135

Invoice must be submitted electronically

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ENGINE COMPANY CAPTAINS, 3 EACH SERVICE CONTRACT FOR THE PERIOD OF 10/01/2021 THROUGH 9/30/2022 FOR: FULL SERVICE FIRE SUPPRESSION SERVICES FOR THE ALVIN C. YORK MEDICAL CENTER. SERVICES WILL BE PROVIDED AS SET FORTH IN THE TERMS AND CONDITIONS OF SUBJECT CONTRACT. THE VA TVHS WILL MONITOR THE ALARM SYSTEM DIRECTLY OR BY CONTRACT. UPON RECEIPT OF A FIRE ALARM, THE VA TVHS OR CONTRACT PERSONNEL WILL RELAY THE REQUIRED INFORMATION TO THE MURFREESBORO FIRE DEPT. LOCAL STOCK NUMBER: O-S1	12.00	MO	\$22,413.210000	\$268,958.52
0002	ENGINE COMPANY DRIVER, 3 EACH	12.00	MO	\$20,305.260000	\$243,663.12
0003	ENGINE COMPANY FIREFIGHTER PARAMEDIC, 3 EACH	12.00	MO	\$17,509.160000	\$210,109.92
0004	ENGINE COMPANY FIREFIGHTER, 6 EACH	12.00	MO	\$33,330.940000	\$399,971.28
0005	ONE FIRE STATION	12.00	MO	\$12,768.040000	\$153,216.48
				GRAND TOTAL	\$1,275,919.32

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	626-3620162-4138-850300-2580- 0100341Y2	626-22-1-4138-0007 (P)	\$1,275,919.32

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Alvin C. York Campus 3400 Lebannon Pike Murfreesboro, TN 37129 USA MARK Jake Slivensky FOR: 615-873-6958 Jake.Slivensky@va.gov	12.00	10/01/2021- 09/30/2022

B.4 STATEMENT OF WORK

Fire Protection for York Campus Tennessee Valley Healthcare System

General Scope of Work:

The work required by this Statement of Work (SOW) requires the Contractor operate a Contractor-Owned Contractor-Operated (COCO) Fire Station, which provides the services of fire suppression to the York Campus at the VA Tennessee Valley Healthcare System (TVHS). Contractor will be required to respond to all fire emergencies, fire alarms and hazardous material calls. The service shall be provided 24 hours per day, 7 days per week, 365 days per year. The Alvin C. York campus of TVHS is located at 3400 Lebanon Road, Murfreesboro, Tennessee 37129. The campus is not inside the corporate limits of the city. Therefore, the city is not required to provide suppression services for the property on which the hospital buildings and administration offices are located.

The TVHS Alvin C York Division is a 1,000,000 square foot, fifty-two building structure facilities on one hundred ninety-three (193) acres. Building occupancies include but are not limited to hospital care, a psychiatric treatment facility, a long-term care facility, a warehouse, engineering shops, a Veterans Canteen Service retail store, and food court, a boiler plant, housekeeping quarters, and administrative offices.

The VATVH, Alvin C. York Campus averages 50 responses per year.

Scope of Work:

The Contractor shall provide all personnel, equipment, and facilities. The Government will not provide any government facilities or equipment. The existing fire station at this facility will not be available for contract performance.

Contractor's facilities will be located off the premises within 3.5 miles of the front entrance of the Medical Center.

The Contractor shall be required to provide pre-fire planning, emergency rescues (elevator, confined space, etc....), and hazardous material response.

VA shall provide contractor a list of permits for confined spaces as well as elevator locations.

Response time shall be within eight (8) minutes of an initial call with a minimum of a four (4) trained full-time firefighters on duty.

The Contractor will respond with at least one pumper capacity of 750 gpm or greater that is equipped with hoses and other accessories complying with NFPA 1901.

The publications listed in Paragraph 14 (Applicable Regulations, Manuals, Specifications) are incorporated by reference into this contract and are supplemental to this specification. The Contractor shall maintain on file at its own expense the current and latest edition of each applicable publication.

VA will provide the contractor with current VA publications upon request (i.e. fire suppression/fire safety).

The Contractor shall enter into formal mutual aid agreements with the surrounding community fire departments.

Contractor Supervision:

The Contractor shall not employ any person who is an employee of the U. S. Government if that person would create a conflict of interest.

Contractor employees shall be citizens of the United States, or if an alien, that his/her residence within the United States is legal. Personnel assigned under this contract shall be able to read, write, speak, and understand English.

The Contractor shall become acquainted with and adhere to all Government regulations as posted and as requested by the Contracting Officer Representative (COR) when on TVHS Alvin C. York Division facility.

The Contractor shall always provide competent supervision. The Contractor shall designate in writing a Contract Manager (Fire Chief or other designee) who shall be responsible for the overall management and coordination of the Contractor's workforce and shall act as the central point of contact with the Government. This shall be submitted to the Contracting Officer within 10 days after award of contract.

Contractor shall ensure that all Fire Department operations are conducted in a safe manner and that all firefighters are knowledgeable in fire fighter occupational safety and health practices. Contractor shall comply with all provisions of the Tennessee Occupational Safety and Health Administration (TOSHA), Standard on Fire Department Occupational Safety and Health, and National Fire Protection Association (NFPA) standards where applicable.

The Fire Chief (Contract Manager) or alternate shall have full authority to act for the Contractor on all contractual matters relating to the daily operation of this contract.

Personnel Qualifications and Requirements:

The Contractor shall ensure that proper staffing levels are always maintained, as stated in the Scope of Work.

Contract employees shall meet the following mandatory minimum experience and training requirements.

Firefighters shall meet the requirements of NFPA 1001, Standard for Fire Fighter Professional Qualifications.

Engineers (Driver/Operators) shall be licensed to drive motorized firefighting equipment and operate specialized firefighting pumping equipment and mounted pressurized systems and dispensing devices. They shall meet the requirements of NFPA 1002, Standard for Fire Apparatus Driver/Operator Professional Qualifications, as well as NFPA 1001.

Captains shall be required to supervise the operations of an Engine Company and meet the requirements of a Company Officer as stated in NFPA 1021, Standard for Fire Officer Professional Qualifications.

The Contractor shall certify in writing to the Contracting Officer that all employees meet the mandatory minimum requirements.

All Contractor employees shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place to an outer garment.

The Contractor shall develop and implement a comprehensive training program and a refresher training schedule to cover all aspects of fire protection as required under normal NFPA standards. Each Fire Department member shall receive weekly, monthly, or other training

programs to maintain speed and efficiency. The Contractor shall maintain records of training and have them available for review upon request by the Contracting Officer.

The Contractor shall remove from the job site any employee for reasons of misconduct or security. The removal of such a person shall not relieve the Contractor of the requirement to provide personnel to perform adequate and timely service.

Contractor Employee Compliance. The Contractor shall ensure that Contractor's employees entering the VA facility observe and comply with all VA policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, "off-limits" areas.

Reports:

The Contractor shall submit reports as required by the Scope of Work and all applicable provisions and clauses as follows:

Designation of Contract Manager shall be due ten days after award of contract.

Certification of the Contractor to meet mandatory requirements shall be provided to the COR before performing services.

A written schedule of the training program shall be provided upon request by the COR.

Incident reports are due seven (7) days after every incident at Murfreesboro. The report will include investigating and analyzing fire and explosion incidents and rendering opinions as to the origin, cause, responsibility, or prevention of such incidents and the damage and injuries which arise from such incidents.

Personnel rosters shall be provided to COR on the effective start date and whenever there are updates.

Security Requirements: None

The Contractor shall comply with all VA Police requirements.

The Contractor shall establish and implement methods of ensuring that keys issued to the Contractor by the Government are not lost or used by unauthorized persons. Keys issued to the Contractor by the Government shall not be duplicated. The Contractor shall also establish and implement methods to ensure that lock combinations are not revealed to unauthorized persons.

The Contractor shall immediately report lost or duplicated keys to the COR or designated representative.

In the event that keys are lost, the Government, at its option, will replace the affected locks or perform rekeying. In this case, the total cost of rekeying or replacement shall be deducted from the monthly payment due to the Contractor. In the event that a master key is lost or duplicated, all locks and keys for that system will be replaced by the Government, and the total cost shall be deducted from the monthly payment due.

NOTE: Administrative buildings are locked at approximately 6:00 p.m.

All non-essential doorways on Building 1 Main Hospital, 12:30 a.m., Community Living Center Units are locked at 6:00 p.m.

Government Furnished Property:

Alarm System: The Government will provide fire detection and alarm system, which meets the requirements of a Central Station System as defined in NFPA Code 72, Protective Signaling systems. The signaling system (alarm system) for this facility shall communicate directly to a constantly attended location whose purpose is providing central dispatching services. Signals shall be transmitted from the protected premises (this facility) using a digital alarm communicator via phone line to the receiving station indicated above. On receipt of fire alarm signals, any central station will immediately retransmit those signals to the Contractor.

Other Alarms: Alarms other than fire alarms will be handled by in-house personnel and will not be a part of this contract (i.e. blood bank alarm, panic alarms, oxygen alarms).

Facilities: The Government will not provide any on-site facilities, i.e. office space, fire apparatus garage.

Contractor Furnished Property items:

Materials: The Contractor shall furnish all materials necessary to perform the tasks specified in the contract.

Equipment and Tools: The Contractor shall furnish all equipment and tools necessary to properly perform the work, except to the extent specified in Paragraph 7. Contractor's equipment shall be in good condition and comply with all safety standards. All equipment shall be cleaned and sanitized as required for the specific task for which it is intended.

Vehicles: The Contractor shall provide all necessary vehicles required to fulfill the requirements of this contract.

Vehicles shall be available for inspection by the QAE/COR upon request.

Vehicles shall be specifically designed for the task for which they are supplied, i.e., transporting firefighting equipment and supplies, personnel, etc.

Vehicles shall be in operable condition and meet applicable Local, State and Federal safety requirements.

Vehicles shall be painted so as to present a neat appearance with the Contractor's name affixed on both sides of the vehicle.

Vehicles shall be supplied with radio dispatch capabilities and the ability to communicate with mutual aid fire companies in the community.

Specific Tasks:

The Contractor shall use all available resources to safeguard human life and property, control and suppress all fires at the TVHS Alvin C. York Division and, as necessary, lend assistance within the mutual aid area.

Eight Minute Response Time and 3.5 miles to the front entrance of the Medical Center. The Contractor must be physically capable of responding to the Alvin C. York campus (Murfreesboro) in eight minutes or less with the minimum staff of four trained full-time firefighters on duty. The eight-minute (8) response time shall be from the moment of the of alarm notification from the monitoring center until the responding apparatus actually stops at the scene of the emergency incident at the Alvin C. York campus (Murfreesboro).

The Contractor shall maintain a pumping apparatus, which meets the criteria of NFPA 1901 Standard for Pumper Fire Apparatus. The Pumper must have a minimum pump capacity of 750 gallons per minute.

Additionally, a second Pumper must be maintained as a reserve, which meets the same criteria as above. Both Pumps must be available at the Contractor fire station in order to ensure one is capable of responding to an emergency incident (since periodic maintenance may place an apparatus out of service).

Pre-Fire Plan. The Contractor shall maintain an updated pre-fire plan of the entire Alvin C. York (Murfreesboro) facility, following the procedures contained in the 2006 International Fire Code.

The Contractor shall conduct an initial and periodic company inspection to establish and update the Pre-Fire Plan as needed.

The Pre-Fire Plan shall be located on the responding apparatus for quick reference during an emergency call at Alvin C. York campus (Murfreesboro). The pre-fire plan shall include but is not limited to the following information.

A site plan identifying the names and locations of buildings, roads, fire hydrant locations, water mains, water supply tanks and reservoir and property boundaries at the Alvin C. York campus (Murfreesboro).

The Contractor shall ensure adequate flow/pressure of fire hydrants by conducting hydrant flow test in accordance with current NFPA. Reports shall be submitted to COR on a yearly basis.

An individual plan for each building showing occupancy type, floor plan of each level or floor, locations of utility shutdown, fire protection, system controls (i.e. alarm enunciators, fire sprinkler systems, fire department connections, standpipe riser connections), locations of any hazardous material storage, and any potential for life hazard. Alvin C. York campus Engineering staff shall assist the contractor in locating the above systems control locations.

Phone Numbers and Radio Frequencies:

A listing of telephone numbers and radio frequencies of persons or departments that may be required for assistance. The list shall include VA Police Service, Engineering Service and Boiler Plant Operator at the Alvin C. York campus in Murfreesboro.

Minimum Staffing:

The minimum on-duty staffing of the Fire Station responsible for initial response to the Alvin C York campus, Murfreesboro, shall be four (4) trained, professional firefighters at all times. This level of staffing must be maintained 24 hours per day, 7 days a week, 365 days a year, despite vacations, sickness, etc.

The minimum of four (4) trained firefighters shall be maintained to respond to Murfreesboro regardless of other emergency calls that may require the use of this Fire Station staffing or any portion thereof (i.e. an ambulance or rescue call that could draw the staffing level below the minimum of four fire fighters). In the case of another emergency call, the minimum staffing could be maintained by the use of mutual aid agreements with other agencies or move up and cover in of other contractor resources (i.e. bringing in an Engine Company or additional fire fighters from other fire stations).

The Contractor shall maintain proof of minimum staffing by maintaining a logbook at the Fire Station, which lists the firefighters on duty, the activities that take place to maintain the minimum level of staffing and their ability to respond within the minimum response time.

Fire Suppression Tasks:

The Contractor shall use all available resources to safeguard human life and property, control and suppress all fires at the Alvin C. York Campus in Murfreesboro. The Government reserves the following rights: To hold the Contractor liable for property losses sustained as the direct consequence of a failure to furnish the required level of fire protection. The Contractor shall provide the same level of effort as it would any other building or person in their jurisdiction.

The Contractor shall maintain a fire watch on all structural fires and wildland fires the following suppression until there is no possibility that a rekindle may occur.

The Contractor shall overhaul and perform salvage operations during and following a fire in accordance with accepted practices as described in the appropriate IFSTA Manuals.

The Contractor shall not permit unauthorized entry by persons into a fire-damaged building until the security of the building is turned over to the appropriate authority.

Mutual Aid:

The Contractor shall request mutual aid from fire departments covered under mutual aid agreements or contracts when any fire or emergency is beyond the control of the Contractor operated Fire Department.

The Contractor shall honor all existing mutual aid agreement(s). The Contractor shall submit proof to the COR that such agencies will provide backup support to the Contractor operated department, to include but not be limited to engine and/or truck (aerial ladder or elevating platform) response within their capability. The Contractor shall maintain records of all agreements and provide a copy of any new mutual aid agreements to the COR.

Emergency Medical Service and Rescue:

The Contractor shall have the equipment and training necessary to respond to requests for emergency medical aid and rescue at the TVHS Alvin C. York Division. This service shall meet the provisions of the Interlocal Agreement between the Contractor and the local Emergency Medical Services Agency (Rutherford County EMS).

The Contractor personnel shall be equipped and trained to at least the First Responder level. The Contractor shall provide service at a minimum level of Advanced EMT. This service would be required for, but not limited to the following types of incidents: Trauma victims in case of vehicle accidents, falls, violent crime, fire, confined space, hazardous material exposure, and building collapse, or assistance for persons with medical emergencies that need advanced life support.

Hazardous Material Response:

The Contractor shall respond to emergency hazardous material spills when requested by the Alvin C. York campus in Murfreesboro.

The Contractor shall abide by the provisions of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and other Federal, State, and local laws regarding emergency responders at hazardous material incidents.

The Contractor shall have an emergency response plan to handle anticipated hazardous material emergencies as outlined in Title III of SARA.

The Contractor personnel shall be trained to at least the First Responder Operational Level as defined in Federal OSHA 1910.120 and NFPA 472, Standard for Professional Competence of responders to Hazardous Materials Incidents. The Contractor shall provide Hazardous Materials Response at the First Responder Technician Level as defined in Federal OSHA 1910.120 and NFPA 472, Standard for Professional Competence of responders to Hazardous Materials Incidents.

The contractor shall provide all materials and supplies to mitigate the hazardous material spill. The facility will reimburse the Contractor for all material and supplies used to mitigate the spill. The facility will be responsible for the clean-up cost associated with the spill.

Applicable Regulations, Manuals and Specifications. The following apply, as specified, to the requirements of the contract:

Federal Occupational Safety and Health Association (OSHA)

National Fire Codes (NFPA)

International Fire Service Training Association (IFSTA Manuals)

VA Manual MP-3, Part III, Section 34.04

Payments and Invoicing

The Contractor shall submit invoices on a monthly basis in arrears. Invoices will include Contract number, Veterans Affairs Purchase Order number, Order Date, Performance Period, Description of Services and Negotiated Price along with a detailed list of alarm calls to include date/date, type, and resolution.

The above information shall be listed on the invoices, provided Veterans Health Administration has identified the appropriate numbers on its Purchase Order and indicated on the Purchase Order that the above references need to be referenced on the invoice. The Contractor shall submit invoices to VA on a monthly basis for work performed and expenses incurred the previous month not to exceed the negotiated price.

Security Considerations.

The requirements do not apply, and a Security Accreditation Package is not required. Contractor will adhere to VAAR Clause 852.273-75, Security Requirements for Unclassified Information Technology Resources.

Terms, as used throughout this Scope of Work, shall have the following meanings.

Contracting Officer (CO): The person with authority to enter, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officers Representative (COR): The person appointed/delegated by the Contracting Officer to act for the CO within the limits of the delegated authority letter.

Contractor: The term Contractor as used herein refers to the prime Contractor.

Contractor-Owned, Contractor-Operated (COCO): A method of contracting for services in which the Contractor supplies all equipment, material, and facilities which he needs to operate under the terms of the contract.

Emergency Response: Response by Contractor personnel within eight minutes of notification to deal with an emergency situation arising at the medical facility.

Fire Chief: The person designated in writing by the Contractor to be responsible for the overall management and coordination of the contract. The Fire Chief serves as the central point of contact with the Government on matters dealing with the complete supervision of all Fire Department activities, including fire prevention, personnel training, education, structural firefighting operations, and rescue.

Hazardous Working Conditions: Situations which present real or potential hazards to the physical well-being of Contractor personnel due to such factors as, but not limited to, exposure to infectious diseases, patients, falling objects, and extreme weather conditions.

NFPA: National Fire Protection Association

OSHA: Occupational Safety and Health Administration

Notes and Other Information

Contractors required to obtain Temporary ID Badge from Engr Svc, Bldg. 18 Murfreesboro Campus while on VA property if not escorted during entire visit by an Engr Svc employee.

References: NFPA, OSHA, VA, and The Joint Commission regulations regarding fire safety for patient care facilities.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record

keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States

with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.5 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

☒ 852.203–70, Commercial Advertising.

☐ 852.209–70, Organizational Conflicts of Interest.

☐ 852.211–70, Equipment Operation and Maintenance Manuals.

☐ 852.214–71, Restrictions on Alternate Item(s).

☐ 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

☐ 852.214–73, Alternate Packaging and Packing.

☐ 852.214–74, Marking of Bid Samples.

☐ 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

☐ 852.215–71, Evaluation Factor Commitments.

☐ 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.

☐ 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.

☐ 852.216–75, Economic Price Adjustment—Fuel Surcharge.

☐ 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.

☐ 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

☐ 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.

☐ 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.

☐ 852.228–70, Bond Premium Adjustment.

☐ 852.228–71, Indemnification and Insurance.

☐ 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.

☒ 852.232–72, Electronic Submission of Payment Requests.

☐ 852.233–70, Protest Content/Alternative Dispute Resolution.

☐ 852.233–71, Alternate Protest Procedure.

☐ 852.237–70, Indemnification and Medical Liability Insurance.

☐ 852.246–71, Rejected Goods.

☐ 852.246–72, Frozen Processed Foods.

☐ 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.

☒ 852.270–1, Representatives of Contracting Officers.

☐ 852.271–72, Time Spent by Counselee in Counseling Process.

☐ 852.271–73, Use and Publication of Counseling Results.

☐ 852.271–74, Inspection.

☐ 852.271–75, Extension of Contract Period.

☐ 852.273–70, Late Offers.

☐ 852.273–71, Alternative Negotiation Techniques.

☐ 852.273–72, Alternative Evaluation.

☐ 852.273–73, Evaluation—Health-Care Resources.

☐ 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

☐ 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.6 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

(End of Addendum to 52.212-4)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2021) (JUL 2020) (DEVIATION)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

☐ (3) 52.203–15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

☐ (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

☒ (8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219–9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

- ☐ (iv) Alternate III (JUN 2020) of 52.219–9.
- ☐ (v) Alternate IV (JUN 2020) of 52.219–9.
- ☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-13.
- ☐ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ☒ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JUL 2020) (DEVIATION) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (JAN 2021) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate II (JUL 2020) (DEVIATION) of 52.225-3.

☐ (iii) Alternate III (JUL 2020) (DEVIATION) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (JUL 2020) (DEVIATION) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4647
Daniel W. Simms	Division of	Revision No.: 16
Director	Wage Determinations	Date Of Last Revision: 08/06/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Tennessee

Area: Tennessee Counties of Cannon Cheatham Davidson Dickson Hickman
Macon Maury Robertson Rutherford Smith Sumner Trousdale Williamson
Wilson

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.39
01012 - Accounting Clerk II		18.41
01013 - Accounting Clerk III		20.59
01020 - Administrative Assistant		27.87
01035 - Court Reporter		26.29
01041 - Customer Service Representative I		14.16
01042 - Customer Service Representative II		15.54
01043 - Customer Service Representative III		17.36
01051 - Data Entry Operator I		15.73
01052 - Data Entry Operator II		17.17
01060 - Dispatcher Motor Vehicle		17.97
01070 - Document Preparation Clerk		17.25
01090 - Duplicating Machine Operator		17.25
01111 - General Clerk I		13.70
01112 - General Clerk II		14.95
01113 - General Clerk III		16.78

01120 - Housing Referral Assistant	20.46
01141 - Messenger Courier	15.40
01191 - Order Clerk I	14.42
01192 - Order Clerk II	15.74
01261 - Personnel Assistant (Employment) I	17.02
01262 - Personnel Assistant (Employment) II	19.03
01263 - Personnel Assistant (Employment) III	21.21
01270 - Production Control Clerk	22.25
01290 - Rental Clerk	13.73
01300 - Scheduler Maintenance	16.40
01311 - Secretary I	16.40
01312 - Secretary II	18.35
01313 - Secretary III	20.46
01320 - Service Order Dispatcher	16.06
01410 - Supply Technician	27.87
01420 - Survey Worker	16.75
01460 - Switchboard Operator/Receptionist	14.32
01531 - Travel Clerk I	16.56
01532 - Travel Clerk II	17.52
01533 - Travel Clerk III	18.68
01611 - Word Processor I	14.83
01612 - Word Processor II	16.64
01613 - Word Processor III	18.62
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.51
05010 - Automotive Electrician	21.82
05040 - Automotive Glass Installer	20.01
05070 - Automotive Worker	20.67
05110 - Mobile Equipment Servicer	18.13
05130 - Motor Equipment Metal Mechanic	20.78
05160 - Motor Equipment Metal Worker	20.95
05190 - Motor Vehicle Mechanic	20.78
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	18.90
05280 - Motor Vehicle Wrecker	19.99
05310 - Painter Automotive	20.26
05340 - Radiator Repair Specialist	19.99
05370 - Tire Repairer	15.95
05400 - Transmission Repair Specialist	20.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.18
07041 - Cook I	13.98
07042 - Cook II	15.79
07070 - Dishwasher	11.01
07130 - Food Service Worker	10.64
07210 - Meat Cutter	17.06
07260 - Waiter/Waitress	8.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.85
09040 - Furniture Handler	12.18
09080 - Furniture Refinisher	17.51
09090 - Furniture Refinisher Helper	13.99
09110 - Furniture Repairer Minor	15.63
09130 - Upholsterer	16.89
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.56
11060 - Elevator Operator	13.40
11090 - Gardener	17.74
11122 - Housekeeping Aide	13.40
11150 - Janitor	13.40
11210 - Laborer Grounds Maintenance	14.06
11240 - Maid or Houseman	11.60
11260 - Pruner	12.75
11270 - Tractor Operator	16.63
11330 - Trail Maintenance Worker	14.06
11360 - Window Cleaner	14.78
12000 - Health Occupations	

12010 - Ambulance Driver	20.34
12011 - Breath Alcohol Technician	19.79
12012 - Certified Occupational Therapist Assistant	30.63
12015 - Certified Physical Therapist Assistant	29.89
12020 - Dental Assistant	18.98
12025 - Dental Hygienist	33.47
12030 - EKG Technician	28.13
12035 - Electroneurodiagnostic Technologist	28.13
12040 - Emergency Medical Technician	20.34
12071 - Licensed Practical Nurse I	17.70
12072 - Licensed Practical Nurse II	19.79
12073 - Licensed Practical Nurse III	22.06
12100 - Medical Assistant	16.78
12130 - Medical Laboratory Technician	25.60
12160 - Medical Record Clerk	19.83
12190 - Medical Record Technician	22.17
12195 - Medical Transcriptionist	17.75
12210 - Nuclear Medicine Technologist	36.12
12221 - Nursing Assistant I	11.41
12222 - Nursing Assistant II	12.82
12223 - Nursing Assistant III	13.99
12224 - Nursing Assistant IV	15.71
12235 - Optical Dispenser	21.67
12236 - Optical Technician	19.43
12250 - Pharmacy Technician	15.30
12280 - Phlebotomist	16.63
12305 - Radiologic Technologist	25.03
12311 - Registered Nurse I	24.32
12312 - Registered Nurse II	29.75
12313 - Registered Nurse II Specialist	29.75
12314 - Registered Nurse III	35.99
12315 - Registered Nurse III Anesthetist	35.99
12316 - Registered Nurse IV	43.13
12317 - Scheduler (Drug and Alcohol Testing)	24.52
12320 - Substance Abuse Treatment Counselor	19.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.48
13012 - Exhibits Specialist II	24.13
13013 - Exhibits Specialist III	29.52
13041 - Illustrator I	20.73
13042 - Illustrator II	25.68
13043 - Illustrator III	31.42
13047 - Librarian	27.37
13050 - Library Aide/Clerk	13.28
13054 - Library Information Technology Systems Administrator	24.71
13058 - Library Technician	16.21
13061 - Media Specialist I	17.83
13062 - Media Specialist II	19.95
13063 - Media Specialist III	22.24
13071 - Photographer I	16.78
13072 - Photographer II	18.77
13073 - Photographer III	23.25
13074 - Photographer IV	28.45
13075 - Photographer V	34.41
13090 - Technical Order Library Clerk	16.68
13110 - Video Teleconference Technician	24.12
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.73
14042 - Computer Operator II	19.84
14043 - Computer Operator III	22.12
14044 - Computer Operator IV	24.57
14045 - Computer Operator V	27.21
14071 - Computer Programmer I	(see 1) 23.73
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.73
14160 - Personal Computer Support Technician		24.57
14170 - System Support Specialist		28.97
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.75
15020 - Aircrew Training Devices Instructor (Rated)		35.78
15030 - Air Crew Training Devices Instructor (Pilot)		42.63
15050 - Computer Based Training Specialist / Instructor		30.75
15060 - Educational Technologist		32.75
15070 - Flight Instructor (Pilot)		42.63
15080 - Graphic Artist		25.72
15085 - Maintenance Test Pilot Fixed Jet/Prop		39.24
15086 - Maintenance Test Pilot Rotary Wing		39.24
15088 - Non-Maintenance Test/Co-Pilot		39.24
15090 - Technical Instructor		22.14
15095 - Technical Instructor/Course Developer		27.09
15110 - Test Proctor		17.88
15120 - Tutor		17.88
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.51
16030 - Counter Attendant		9.51
16040 - Dry Cleaner		11.95
16070 - Finisher Flatwork Machine		9.51
16090 - Presser Hand		9.51
16110 - Presser Machine Drycleaning		9.51
16130 - Presser Machine Shirts		9.51
16160 - Presser Machine Wearing Apparel Laundry		9.51
16190 - Sewing Machine Operator		12.70
16220 - Tailor		13.42
16250 - Washer Machine		10.31
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.81
19040 - Tool And Die Maker		25.54
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.76
21030 - Material Coordinator		22.25
21040 - Material Expediter		22.25
21050 - Material Handling Laborer		14.90
21071 - Order Filler		13.50
21080 - Production Line Worker (Food Processing)		16.76
21110 - Shipping Packer		17.04
21130 - Shipping/Receiving Clerk		17.04
21140 - Store Worker I		13.37
21150 - Stock Clerk		18.09
21210 - Tools And Parts Attendant		16.76
21410 - Warehouse Specialist		16.76
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.32
23019 - Aircraft Logs and Records Technician		23.56
23021 - Aircraft Mechanic I		27.81
23022 - Aircraft Mechanic II		29.32
23023 - Aircraft Mechanic III		30.86
23040 - Aircraft Mechanic Helper		20.83
23050 - Aircraft Painter		27.35
23060 - Aircraft Servicer		23.56
23070 - Aircraft Survival Flight Equipment Technician		27.35
23080 - Aircraft Worker		25.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.10
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		27.81
23110 - Appliance Mechanic		20.51
23120 - Bicycle Repairer		19.20
23125 - Cable Splicer		38.33

23130 - Carpenter Maintenance	21.83
23140 - Carpet Layer	21.69
23160 - Electrician Maintenance	24.06
23181 - Electronics Technician Maintenance I	24.49
23182 - Electronics Technician Maintenance II	25.75
23183 - Electronics Technician Maintenance III	27.14
23260 - Fabric Worker	20.36
23290 - Fire Alarm System Mechanic	27.02
23310 - Fire Extinguisher Repairer	19.20
23311 - Fuel Distribution System Mechanic	26.47
23312 - Fuel Distribution System Operator	21.14
23370 - General Maintenance Worker	19.32
23380 - Ground Support Equipment Mechanic	27.81
23381 - Ground Support Equipment Servicer	23.56
23382 - Ground Support Equipment Worker	25.10
23391 - Gunsmith I	19.20
23392 - Gunsmith II	21.69
23393 - Gunsmith III	24.03
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.35
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	23.73
23440 - Heavy Equipment Operator	18.94
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	22.81
23470 - Laborer	14.90
23510 - Locksmith	22.35
23530 - Machinery Maintenance Mechanic	26.96
23550 - Machinist Maintenance	20.30
23580 - Maintenance Trades Helper	15.86
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.04
23593 - Metrology Technician III	30.49
23640 - Millwright	25.95
23710 - Office Appliance Repairer	20.18
23760 - Painter Maintenance	17.82
23790 - Pipefitter Maintenance	25.05
23810 - Plumber Maintenance	23.77
23820 - Pneudraulic Systems Mechanic	24.03
23850 - Rigger	20.80
23870 - Scale Mechanic	21.69
23890 - Sheet-Metal Worker Maintenance	22.72
23910 - Small Engine Mechanic	18.15
23931 - Telecommunications Mechanic I	27.41
23932 - Telecommunications Mechanic II	28.90
23950 - Telephone Lineman	21.91
23960 - Welder Combination Maintenance	21.65
23965 - Well Driller	23.38
23970 - Woodcraft Worker	24.03
23980 - Woodworker	19.20
24000 - Personal Needs Occupations	
24550 - Case Manager	17.20
24570 - Child Care Attendant	11.53
24580 - Child Care Center Clerk	14.37
24610 - Chore Aide	11.36
24620 - Family Readiness And Support Services Coordinator	17.20
24630 - Homemaker	17.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.04
25040 - Sewage Plant Operator	21.12
25070 - Stationary Engineer	29.04
25190 - Ventilation Equipment Tender	21.50
25210 - Water Treatment Plant Operator	21.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.02

27007 - Baggage Inspector	12.20
27008 - Corrections Officer	19.75
27010 - Court Security Officer	21.41
27030 - Detection Dog Handler	15.10
27040 - Detention Officer	19.75
27070 - Firefighter	22.43
27101 - Guard I	12.20
27102 - Guard II	15.10
27131 - Police Officer I	22.38
27132 - Police Officer II	24.86
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.90
28042 - Carnival Equipment Repairer	13.76
28043 - Carnival Worker	10.06
28210 - Gate Attendant/Gate Tender	14.61
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	16.34
28510 - Recreation Aide/Health Facility Attendant	11.93
28515 - Recreation Specialist	18.54
28630 - Sports Official	13.02
28690 - Swimming Pool Operator	17.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.26
29020 - Hatch Tender	27.26
29030 - Line Handler	27.26
29041 - Stevedore I	25.59
29042 - Stevedore II	28.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	18.62
30022 - Archeological Technician II	20.82
30023 - Archeological Technician III	25.79
30030 - Cartographic Technician	25.79
30040 - Civil Engineering Technician	24.58
30051 - Cryogenic Technician I	28.56
30052 - Cryogenic Technician II	31.55
30061 - Drafter/CAD Operator I	18.62
30062 - Drafter/CAD Operator II	20.82
30063 - Drafter/CAD Operator III	23.21
30064 - Drafter/CAD Operator IV	28.56
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.20
30085 - Engineering Technician V	30.90
30086 - Engineering Technician VI	37.37
30090 - Environmental Technician	23.65
30095 - Evidence Control Specialist	25.79
30210 - Laboratory Technician	20.99
30221 - Latent Fingerprint Technician I	24.86
30222 - Latent Fingerprint Technician II	27.46
30240 - Mathematical Technician	29.52
30361 - Paralegal/Legal Assistant I	20.37
30362 - Paralegal/Legal Assistant II	25.23
30363 - Paralegal/Legal Assistant III	30.87
30364 - Paralegal/Legal Assistant IV	37.35
30375 - Petroleum Supply Specialist	31.55
30390 - Photo-Optics Technician	25.79
30395 - Radiation Control Technician	31.55
30461 - Technical Writer I	22.10
30462 - Technical Writer II	27.04
30463 - Technical Writer III	32.72
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13

30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	28.56
30502 - Weather Forecaster II	34.75
30620 - Weather Observer Combined Upper Air Or (see 2)	23.20
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	14.48
31030 - Bus Driver	19.38
31043 - Driver Courier	15.89
31260 - Parking and Lot Attendant	12.36
31290 - Shuttle Bus Driver	16.52
31310 - Taxi Driver	14.19
31361 - Truckdriver Light	16.95
31362 - Truckdriver Medium	19.71
31363 - Truckdriver Heavy	24.23
31364 - Truckdriver Tractor-Trailer	24.23
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	11.11
99050 - Desk Clerk	11.20
99095 - Embalmer	26.38
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	12.57
99252 - Laboratory Animal Caretaker II	13.41
99260 - Marketing Analyst	28.73
99310 - Mortician	26.38
99410 - Pest Controller	18.34
99510 - Photofinishing Worker	15.96
99710 - Recycling Laborer	16.25
99711 - Recycling Specialist	19.23
99730 - Refuse Collector	14.73
99810 - Sales Clerk	12.88
99820 - School Crossing Guard	16.26
99830 - Survey Party Chief	25.16
99831 - Surveying Aide	16.98
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	14.54
99841 - Vending Machine Repairer	17.52
99842 - Vending Machine Repairer Helper	14.54

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees

(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: School Bus Purchase

Department: City Schools

Presented by: Trey Duke

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 for the purchase of two new school buses for city schools.

Staff Recommendation

Approve the purchase contract with Mid-South Bus.

Background Information

Mid-South Bus was the sole bidder in the procurement of two 90-passenger school buses for the cost of \$101,300 each or \$202,600 total charged to the county shared bond fund.

One bus replaces a school bus that was rendered inoperable due to accident on August 13, 2021. The Schools transportation system is covered by a state insurance pool. Insurance proceeds of \$95,750 will reimburse the County shared funds covering all but \$5,550 for the replacement bus. The other represents one of two replacement buses originally identified and approved for the FY22 school year by the MCS Board on May 11, 2021.

Council Priorities Served

Maintain public safety

Safe and reliable school buses are essential to the efficient operation of the school system. The purchase of these buses will ensure we comply with state requirements that govern the operational longevity of school buses and replace an inoperable bus needed to transport students safely.

Fiscal Impact

Total cost of the expenditure, \$202,600, is funded by shared proceeds as required by statute from bond for school expenses issued by the County. A portion of the expenditure, \$95,750, is reimbursed by insurance proceeds.

Attachments

Mid-South Bus Agreement

Agreement for Purchase of 90 Passenger Transit Style School Buses

This Agreement is entered into and effective as of the 1st day of October, 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and Mid-South Bus Center, a corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-07-2022 – "90 Passenger Transit Bus" [Solicitation], issued 9/1/2021 (the "Solicitation");
- Contractor's Bid Form, dated 9/17/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 9/17/2021 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase two (2) 2022 Thomas Built EFX 1418S 90 Passenger Transit Style School buses based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-07-2022 – 90 Passenger Transit Bus."

2. Term.

The term of this Agreement commences on the Effective Date, October 1, 2021, and expires in 90 days, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal, reflecting a unit price of **\$101,300.00 each for a Total price of \$202,600.00** (Two Hundred Two Thousand Six Hundred Dollars). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after receipt of the portion of the goods and 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. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the City's Contact person, Kim Williams, Kim.Williams@cityschools.net.
- b. All items must be available for delivery within 90 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to Murfreesboro City Schools Maintenance & Transportation Facility, 710 New Salem Road, Murfreesboro, TN 37129, 615-898-7126.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Contractor's Proposal dated September 17, 2021.
- 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 price.

4. 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.

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

6. Warranty. The bus warranty shall be 12 months/unlimited miles; engine warranty shall be five (5) years/100,000 miles; transmission warranty shall be seven (7) years/unlimited miles. All other warranties and coverage as per specifications listed on ITB-07-2022 and Contractor's Proposal.

7. Indemnification.

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

direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

Steve Benefield
Mid-South Bus Center
3512 Bill Smith Drive
Murfreesboro, TN 37129
sbenefield@thebuscenter.com

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

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

- 22. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

City of Murfreesboro, Tennessee

Contractor

By: _____
Shane McFarland, Mayor

Steve Benefield, General Manager/Co-Owner

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Lonnie Cobb Purchase- Ford F150 and Explorer

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

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 two vehicles for supervisor use.

Staff Recommendation

Approval to purchase a Ford Explorer and F-150 for \$59,786.00.

Background Information

The proposed purchases are needed for the Solid Waste Department's operations. These two vehicles will replace older equipment and allow supervisors the ability to check with Citizens and drivers while on route.

All equipment items to be purchased will be through State contract.

Council Priorities Served

Excellent Services with a Focus on Customer Service

These vehicles will equip the Solid Waste supervisors and allow them to be in the field assisting drivers and citizens.

Fiscal Impact

Total purchase of \$59,786.00 is funded from the FY21 bonds.

Attachments

1. Contract.
2. F-150 Quote.
3. Explorer Quote.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
LONNIE COBB FORD LLC
FOR PURCHASE OF VEHICLES**

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 **LONNIE COBB FORD LLC**, a limited liability corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/64473 with Lonnie Cobb Ford, LLC***
- ***Price Quote Sheets dated September 9, 2021 from Lonnie Cobb Ford, LLC for 2021 Ford F-150 4X4 Super Cab Styleside 5.5' box 145" WB XL (W1E) and 2022 Ford Explorer 4 dr 4 x 4 Base (K8B)***
- ***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. 209/64470 with Lonnie Cobb Ford, LLC***
- * ***Finally, Price Quotes dated September 9, 2021 from Lonnie Cobb Ford, LLC Inc., for 2021 Ford F-150 4X4 Super Cab Styleside 5.5' box 145" WB XL (W1E) and 2022 Ford Explorer 4 dr 4 x 4 Base (K8B)***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: One (1) 2021 Ford F-150 4X4 Super Cab 5.5' box 145" WB XL (W1E) with options/accessories as listed and one (1) 2022 Ford Explorer 4 dr 4 x 4 Base (K8B) with options/accessories as listed as set forth in the State of Tennessee Contract No. 64470 with Lonnie Cobb Ford, LLC Inc., and Contractor's Price Quote Sheets dated September 9, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 64470 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the State of Tennessee No. Contract 64470 on September 30, 2021 or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheets from Lonnie Cobb Ford, LLC, dated September 9, 2021, reflecting a price of \$31,056 for one (1) 2021 Ford F-150 Truck 4X4 Super Cab 5.5' box 145" WB XL (W1E) with options listed, and \$28,730.00 for one (1) 2022 Ford Explorer 4 dr 4 x 4 Base (K8B) with options listed for a **Total Purchase Price of \$59,786.00** as set forth in the Price Quote Sheets dated September 9, 2021. 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 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 and to the City Contact person.
 - b. Deliveries of all items for the Solid Waste Department shall be made within 90 days of issuance of Purchase Order to Attn: Russell Gossett – Solid Waste Department – 4765 Florence Road, Murfreesboro, TN 37129. Contact Person Russell Gossett (tel. 615-893-3681; email: rgossett@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 Quotes.
 - 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 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:

Lonnie Cobb Ford LLC
Attn: Steven Blackstock
1618 Highway 45N
Henderson TN 38340
lcag.fleet@gmail.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

Lonnie Cobb Ford, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Steven Blackstock
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Rehrig Cart Purchase

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

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 1,404 residential solid waste carts from Rehrig Pacific Company.

Staff Recommendation

Approve purchase 1,404 carts for \$86,620

Background Information

The proposed purchases a part of the Solid Waste Department's regular operations. These carts will be delivered to new residences as well as current residents electing to purchase additional carts. The Solid Waste department averages delivery of 260 new carts a month. This purchase is a budgeted in FY22 budget.

All equipment items to be purchased from Rehrig Pacific through a Cooperative Purchasing Omnia Contract, allowing for competitive pricing and a quality product.

Council Priorities Served

Excellent Services with a Focus on Customer Service

These carts are purchased at the most competitive market price and allows operations to maintain the pace of growth in the City of Murfreesboro. With this purchase, Solid Waste will maintain cart delivery without delay.

Fiscal Impact

This expenditure, 86,620, is funded by the Department's FY22 Budget.

Attachments

1. Omnia contract extension.
2. Rehrig Pacific equipment quote.

**FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
REHRIG PACIFIC COMPANY
FOR
95 GALLON ROLL OUT CARTS**

This First Amendment ("First Amendment") to the Contract entered June 25, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Rehrig Pacific Company, a corporation of the State of Delaware, ("Contractor") is effective as of this _____.

RECITALS

WHEREAS, on June 25, 2020, the City entered into a contract with Contractor for 95 EG Gallon Roll Out Carts as set forth in Omnia/NJPA Contract No. 00254; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 25, 2020, to October 5, 2021; and,

WHEREAS, the Omnia/NJPA contract Amendment No. 28 extends the Omnia/NJPA Contract No. 00254 until October 31, 2026; and,

WHEREAS, pursuant to Clause 10 of the Contract, the City and Contractor wish to extend the Contract term for an additional year through October 5, 2022; and,

WHEREAS, the Omnia/NJPA contract Amendment No. 27 allows for a price adjustment from original contract; and,

WHEREAS, the City has reviewed and agrees with the price adjustment set forth in the Omnia/NJPA Contract No. 00254 Amendment No. 27;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from October 5, 2021 until October 5, 2022; and
2. To adjust the price as set forth in Omnia/NJPA Contract No. 00254 Amendment No. 27 (Attachment "A" to Amendment #1); and
3. 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

REHRIG PACIFIC COMPANY

By: _____
Shane McFarland, Mayor

By: _____
Marc Scott, VP Environmental Sales

Approved as to form:

Adam F. Tucker, City Attorney



Order Acknowledgement

Order #: 387380 SO

Date: 9/8/2021

Sold To: 208053

Customer Name: CITY OF MURFREESBORO
Billing Address: 4765 FLORENCE RD
MURFREESBORO TN 37129-2926

Phone: Email Inv to:
Attn: CITY OF MURFREESBORO

Freight Terms: AGREED BILLABLE BY
TRUCKLOAD

Purchase Order #: FORTHCOMING

Payment Terms : Net 30 Days

Special Instructions:

Ship To: 208053

Company Name: CITY OF MURFREESBORO
Shipping Address: JOEY SMITH
4765 FLORENCE RD
MURFREESBORO TN 37129-2926

Phone: 615 8933681
Attn: JOEY SMITH



Quantity	Cust. SKU	Prefix	Prom Delivery	Part #	Description	Unit Price	Total
702		95T	10/15/21	315854	95G EG ROC BLACK	60.0000	42,120.00
702		95T	10/15/21	315854	95G EG ROC BLACK	60.0000	42,120.00




This acknowledgement is to confirm that your order has been received and processed. Delivery dates and freight rates are estimated and are subject to change. Rehrig Pacific will advise you of any changes to your order status as soon as these are known. Please notify of any changes to avoid a restocking fee.

Sub Total:	84,240.00
Freight:	2,380.00
Tax:	
Total: USD	86,620.00

Thank you for your partnership.

RPC ATLANTA., 1000 RACO COURT , LAWRENCEVILLE , GA 30046

ITEM SPECIFIC FORM				ITEM #: 315854 Description: 95G EG MCB ROC Black	
Product Family: Roll Out Carts Size/Quantity: 95G Product Style: EG Primary Color: ROC Black Subcomponent: 236371 - 95GLIDPLACE WITH ARROWS TOWARD Primary Tech: Special Instructions:		Pallet Label: Surface Finish:		Components Grab Bar/Reinforcement: MCB Axle: 95 Gal Snap on Axle 22.625" Wheel: 10" BMSO - 1.4" Spacer	
13 Eaches per stack 2 Stacks per layer Pallets per Unit Load Trays per Unit Load Lids Closed:NO Bags:NO		Pallet/Packaging: Floor Loaded 26 Eaches per Unit Load Slipsheet/Type of Tray: Stretch Wrap: None Banding:		Load Locks:YES	
Decoration Name/Identifier: D173176 Decoration Description: CITY OF MURFREESBORO, TN Location: Side 2 & 4 - Standard Type: HS (Hot Stamp) Rotation: Color: White Proof Hyperlink: Special Instructions:					

SUB-COMPONENT			PARENT #: 315854 ITEM: 236371 - 95GLIDPLACE WITH ARROWS TOWARD
Product Family: Roll Out Carts Size Quantity: 95G Product/Style: Lid Primary Color: ROC Black Sub-Component Color: Subcomponent: 236371 - 95GLIDPLACE WITH ARROWS TOWARD Primary Tech: Special Instructions:		Pallet Label: Surface Finish:	Components
Decoration Name/Identifier: D157200 Decoration Description: PLACE WITH ARROWS TOWARD STREE Location: Side 5 - Standard Type: HS (Hot Stamp) Rotation: Color: White Proof Hyperlink: Special Instructions:		<div style="text-align: center;">   </div> <p>Place with arrows toward street. Place no more than 2 feet from street.</p>	

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Purchase of Side Loader
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste
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 one Autocar automated side loader truck for Solid Waste Dept.

Staff Recommendation

Approval to purchase a Autocar Automated Side Loader.

Background Information

The Solid Waste Department is in process of updating equipment to become more efficient and environmentally responsible. The proposed purchase secures equipment that will reduce downtime, increase driver efficiency, and eliminate spillage and scattered debris.

State statute and Council Resolution authorizes cooperative purchases. All equipment items to be purchased will be through a Sourcewell Cooperative Purchasing Program contract which provides the most competitive prices for the items the department needs.

Council Priorities Served

Responsible budgeting

The proposed new equipment will improve operational efficiency and employee safety, which has a direct positive impact on the Department's operating budget.

Expand infrastructure

Operational efficiency allows the Department to expand solid waste utility to accommodate the City's growth.

Fiscal Impact

This expenditure, \$323,751, is included in the FY22 CIP Budget.

Attachments

1. Autocar Contract
2. Sourcewell Price Quote

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
AUTOCAR TRUCK, LLC/AUTOCAR INDUSTRIES LLC
FOR PURCHASE OF
ACX64 CLASS 8 AUTOMATED SIDE LOADER**

This contract is entered into on this _____ day of _____, 2021 by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **AUTOCAR TRUCK, LLC/AUTOCAR INDUSTRIES LLC**, a foreign limited liability company of the State of Indiana ("Contractor"). This contract consists of the following documents:

- *Sourcewell Purchasing Cooperative Agreement No. 060920-ATC, awarded to Autocar Truck, LLC/Autocar Industries, LLC, all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/060920-atc>*
- *Contractor's Proposal No. Q0041181 and incorporated into this Contract by reference*
- *This Contract*

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

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
- *This Contract*
- *Sourcewell Master Agreement No. 060920-ATC*
- *Contractor's Proposal No. Q0041181*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment as set forth on Contractor's Proposal No. Q0041181, from Autocar Truck, LLC/Autocar Industries LLC, using Sourcewell Purchasing Cooperative Master Agreement No. 060920-ATC.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Master Agreement No. 060920-ATC on August 1, 2024, or as amended by Sourcewell.
3. **Termination.** Contractor's performance may be terminated in whole or in part:
 - 3.1 Upon 30-day prior notice, for the convenience of the City.
 - 3.2 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.
 - 3.3 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.
 - 3.4 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.
 - 3.5 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. **Payment and Delivery.**

- a. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - b. All items must be available for delivery within 180 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to the City of Murfreesboro, Russell Gossett (rgossett@murfreesborotn.gov), Solid Waste Department, 4765 Florence Road, Murfreesboro, TN 37129.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Sourcewell Master Agreement No. 060920-ATC and Contractor's Proposal.
 - 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 Quote.
5. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per Contractor's Proposal No. Q0041181, and Sourcewell Master Agreement No. 060920-ATC for a total amount of \$323,751.00.
6. **Warranty.** Contractor shall provide a five (5) year/300,000 mile warranty (engine and aftertreatment), priced at \$2,325.00 per quote Q0041181.
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 of Contract.** 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 policy.
15. **Indemnification and Hold Harmless.**
- 15.1 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.
- 15.2 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.
- 15.3 **Copyright, Trademark, Service Mark, or Patent Infringement.**
- 15.3.1 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.
- 15.3.2 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:
- 15.3.2.1 Procure for the City the right to continue using the products or services.

15.3.2.2 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.

15.3.2.3 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.

15.3 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.

16. **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.
17. **Assignment—Consent Required.** 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. **Entire Contract.** This contract, Sourcewell Purchasing Cooperative Agreement No. 060920-ATC, awarded by the (all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/060920-ATC#tab-contract-documents> and Contractor's Proposal Q0041181, set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **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.

22.1 Notices to City shall be sent to:

<i>Department:</i>	City of Murfreesboro Administration
<i>Attention:</i>	City Manager
<i>Address:</i>	Post Office Box 1139 111 West Vine Street

Murfreesboro, TN 37133-1139

22.2 Notices to Contractor shall be sent to:

Contractor: Autocar Truck, LLC/Autocar Industries LLC
Attention: Hilton Diamond
Address: 4680 Pinson Valley Parkway
Birmingham, AL 35215
hdiamond@autocartruck.com

23. **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.

CITY OF MURFREESBORO

Autocar Truck, LLC/Autocar Industries LLC

By: _____
Shane McFarland, Mayor

By: _____
Hilton Diamond, CFO

Approved as to form:

Adam F. Tucker, City Attorney



Sourcewell

Awarded Contract

Contract #060920-ATC

Autocar Sourcewell Quote

Customer Name:	City of Murfreesboro
Quote #:	Q0041181
Part #:	ACX64
Model:	ACX
Base Chassis Type:	Diesel
Engine:	X12 - 350 HP
Transmission:	4500
Front Axle:	20,000 lb
Rear Axle:	46,000 lb
MSRP:	\$ 254,657.00
Sourcewell Member Discount:	20% \$ (50,931.40)
Freight:	\$ 1,950.00
Warranties:	\$ 2,325.00
PDI:	\$ 750.00
Locally Sourced Options:	
Bridgeport ASL	\$ 133,676.00
Local Discount	\$ (18,675.60)
Unit Total Price:	\$ 323,751.00
Quantity:	1 \$ 323,751.00

Millard Williamson

Millard Williamson

Autocar Trucks

Director of Sales Operations

4680 Pinson Valley Parkway

Birmingham, AL 35215

Cell: 205.451.6242

Main: 833.857.0200

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Purchase of Stormwater Piping for Drainage Improvements

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

Agreement for Stormwater piping materials from Fortiline Inc., d/b/a Fortiline Waterworks.

Staff Recommendation

Approval of the Agreement for Materials for Stormwater Piping for Drainage Improvements in the Memorial Blvd/Haynes Dr area.

Background Information

The Street Department outsources to obtain materials for large scale improvements to the City's infrastructure. An Invitation to Bid was issued on July 23rd, 2021 and Fortiline Waterworks was the lowest responsible bidder

The total amount for the project is calculated to be \$95,640.

Council Priorities Served

Expand infrastructure

Continual improvement of the City's stormwater management infrastructure benefits the community in responsible managing stormwater disposition and maintains compliance with the statute requirements imposed upon the City.

Fiscal Impact

This expenditure, \$95,640, is funded by the City's Stormwater Fund.

Attachments

Agreement for stormwater piping materials

Agreement for Materials for Stormwater Piping for Drainage Improvements

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 **Fortiline Inc. DBA Fortiline Waterworks**, a Corporation of the State of South Carolina ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-02-2022 – Stormwater Piping Materials issued 07/23/2021 (the "Solicitation");
- Contractor's Proposal, dated 08/17/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 08/17/2021 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-02-2022 – Stormwater Piping Materials for NP-1 Memorial Blvd/Haynes Drive Drainage Improvements."

2. Term.

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

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

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a Total Purchase Price of Ninety-Five Thousand Six Hundred Thirty-Nine Dollars and Sixty-Eight Cents (\$95,639.68). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be submitted to accountspayable@murfreesborotn.gov, with a copy to the City's Contact person in 3.b.
- b. All items must be available for delivery within 30 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The materials shall be delivered to Raymond Hillis, City of Murfreesboro Street Department, 620 W. Main Street, Murfreesboro, TN 37130, rhillis@murfreesborotn.gov.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. Warranty. Contractor shall provide all warranties as described in the ITB and Bid Proposal.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

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

7. Indemnification.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Michael Hester
Fortiline Inc. DBA Fortiline Waterworks
1317 Elm Hill Pike
Nashville, TN 37210

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be

otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Fortiline Inc. DBA Fortiline Waterworks

DocuSigned by:

Michael Hester

Michael Hester, Sales Representative

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

THE CITY OF MURFREESBORO



INVITATION TO BID

This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 07/23/2021

BID TITLE: ITB-02-2022, Stormwater Piping materials for NP-1 Memorial Blvd/Haynes Drive Drainage Improvements

CITY CONTACT PERSON: Cathy Smith

TELEPHONE NUMBER: (615) 849-2629

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged in the Purchasing Department's Office or before the day and time listed below. [All bids must be submitted electronically via ProcureNow.](#)

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

BID OPENING DATE: July 23, 2021

BID OPENING TIME: 2:00 p.m., Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. Bid Submission to the City of Murfreesboro

The City is seeking bids for a “Stormwater Piping materials for NP-1 Memorial Blvd/Haynes Drive Drainage Improvements” for City of Murfreesboro Street Department as set forth in the specifications. Electronic bids will be received by the City of Murfreesboro, until 2:00 p.m. local time on 08/10/2021 at which time the bids will be opened. A Zoom link will be provided to all those proposers on file as following this ITB.

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. The City will accept bids submitted by electronic mail via our procurement portal, ProcureNow.

1.3. Organization of Bid and Completeness.

Please submit an electronic bid via our procurement portal, ProcureNow, at the website listed in Section 1.13. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

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

1.4. Signature.

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

1.5. Response to Terms and Conditions.

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

1.6. Completeness of Invitation to Bid (“ITB”).

These documents, and those listed on ProcureNow, constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person via ProcureNow. Any addenda will be posted on ProcureNow.

1.7. Bid Interpretation. Communication with the Purchasing Department

Cathy Smith is the City's contact for coordinating communications between the department and firms submitting bids. If additional information is required to make an interpretation of items in this ITB, questions will be accepted until five business (5) days prior to the bid opening date. All questions should be submitted through the **Question/Answer** tab in **ProcureNow**. All questions and all responses will be visible to every bidder.

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

1.8. Discrepancies, Errors, and Omissions.

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

1.9. Errors.

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

1.10. Further Negotiation.

The City reserves the right to further negotiate contract terms, after the ITBs are opened, at the discretion of the City.

1.11. Economy of Preparation.

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

1.12. Subcontracting.

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

1.13. Bid Registration and Modification.

Registration to submit a bid may be accomplished through the ProcureNow website at:

<https://secure.procurenow.com/portal/murfreesborotn>

Bidders must register with ProcureNow to ensure that all relevant written communications are available to them in the preparation of their proposal. Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission through this website. After the submittal deadline, no withdrawals or resubmissions may be made for any reason.

1.14. Tax Exempt.

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

1.15. Pricing Effective date.

The successful bidder shall provide in the bid price the cost for services rendered. Pricing shall be effective for one (1) year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary to complete the bid, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.16. Approval Required.

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

1.17. Consideration of Bid.

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

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

1.18. Terms and Conditions.

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

1.19. Withdrawal of Bid.

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

1.20. Cost of Response.

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

1.21. Contract.

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

1.22. Contract Termination.

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

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.23. Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.24. Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.25. Expense of Legal Action.

The venue for any legal action shall be in the courts of Rutherford County, Tennessee. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any

provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.26. Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.27. Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.28. Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.29. Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.30. Contractor's Employment Practices.

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

1.31. City's Employment Practices.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.32. Conflict of Interest.

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

1.33. Ethical Standards.

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

1.34. Breach of Ethical Standards.

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

1.35. Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

1.36. Codes & Regulation.

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

1.37. Iran Divestment Act of Tennessee

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

Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

2. BID SPECIFICATIONS

2.1. Scope of Project

The purpose of this Invitation to Bid (ITB) is to procure materials based on specifications below for the Murfreesboro Street Department.

2.2. Specifications

1. Two 320W solar pane, 1744' LF (218 pieces) of 19"x30" RCP Elliptical pipe and 2 Double 19"x30" Headwalls.
2. Product must be delivered within 30 days of receipt of purchase order.

**PURCHASING DEPARTMENT
BID FORM**

Date:

Title: Stormwater Piping materials for NP-1 Memorial Blvd/Haynes Drive Drainage Improvements

Name of Company/Bidder:

INSTRUCTIONS:
All prices must include all costs. Costs included in the bid prices shall include materials, delivery, any other standard equipment necessary provide this service. Pricing for each component shall be effective for ninety (90) days from date of bid award. The City is not subject to sales tax.

INSTRUCTIONS:
All prices must include all costs. Costs included in the bid prices shall include materials, delivery, any other standard equipment necessary provide this service. Pricing for each component shall be effective for ninety (90) days from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1744'	LF	19" x 30" RCP Elliptical Pipe (Two 320W solar pane)	\$ 53.22	\$ 92,815.68
2	2	EA	19" x 30" Double Headwalls	\$ 1412.00	\$ 2824.00

GRAND TOTAL: \$95,639.68

COUNCIL COMMUNICATION

Meeting Date: 09/30/2021

Item Title: Disciplinary Review Board Reappointments

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Reappointment to the Disciplinary Review Board.

Background Information

The purpose of the Disciplinary Review Board is to provide a due process hearing for certain employment decisions made by the City Manager.

As established by City Code § 36(a), the Disciplinary Review Board consists of seven members who serve six-year, staggered terms. At least one member must be a manufacturing representative; a business owner; a manager of 20 employees or more; a non-city employee who is not in management; and one shall be a doctor, lawyer, dentist, engineer, accountant or architect. All members must be registered voters of the City for a period of not less than two years preceding such member's

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

September 30, 2021

Members of City Council

RE: Recommended Reappointments – Disciplinary Review Board

As an item for the Council Agenda, I am recommending the appointment of the following to the Disciplinary Review Board.

Reappointments

Mr. Mr. David Gray (Not in Management) term expires: September 30, 2027

Mr. Steve Benefield (Mgr. of 20 or more employees) term expires: September 30, 2027

Sincerely,

Shane McFarland

Mayor