MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
September 1, 2022

PRAYER

Mr. Austin Maxwell

PLEDGE OF ALLEGIANCE

Ceremonial Item

Proclamation: Purple Heart City: R. A. Farrer, USMC

Election Results: Report from City Recorder

Consent Agenda

1. Extension of Lease Agreement with Middle Tennessee Electric Cooperative Corporation (Administration)
2. Annual State Airport Maintenance Grant (Airport)
3. FAA Airport Coronavirus Response Grant Program (Airport)
4. Contract for Professional Services for CDBG Program Activities FY23 (Community Development)
5. City Pension Plan Engagement Letter (Employee Services)
6. MED Pension Plan - Actuarial and Consulting Services (Employee Services)
7. Retail Liquor Certificate of Compliance – 1st Choice Liquor & Wine (Finance)
8. Contract Extension with the Department of Veterans Affairs (Fire Rescue)
9. Purchase Firefighter Turnout Gear (Fire Rescue)
10. Approval to Purchase Reporting Software (Fire Rescue)
11. Mandatory Referral for Dedication of Gas Easements along Thompson Lane (Planning)
12. Mandatory Referral for Acquisition of Property in the Evergreen Farms Development (Planning)
13. Contract with Precision Delta for Purchase of Ammunition (Police)
14. American Rescue Plan (ARPA) Grant Application (Water Resources)
15. Beasie Road Water Extension-CIA Engineering Services (Water Resources)

Minutes

16. Minutes of City Council Meeting August 10, 2022 (Finance)

Old Business

Ordinance

17. Ordinance 22-O-21 Increasing Bid Threshold (2nd and final reading) (Purchasing)

18. Ordinance 22-O-34 Amendment to Murfreesboro City Code Pertaining to Use of the Parking Garage (Administration) (2nd and final reading) (Administration)

Land Use Matters

19. Zoning for property along Lascassas Pike (2nd and final reading) (Planning)

New Business

Land Use Matters

20. Plan of Services, Annexation, and Zoning for property along Elam Road and Joe B Jackson Parkway (Planning)
    a. Public Hearing: Plan of Services and Annexation
    b. Plan of Services: Resolution 22-R-PS-28
    c. Annexation: Resolution 22-R-A-28
    d. Public Hearing: Zone 151.7 acres
    e. First Reading: Ordinance 22-OZ-28

21. Rezoning property along Franklin Road (Planning)
    a. First Reading: Ordinance 22-OZ-26

22. Rezoning property along Wilkinson Pike (Planning)
    a. First Reading: Ordinance 22-OZ-27

23. Planning Commission Recommendations for Public Hearings (Planning)

On Motion

24. Town Creek Funding Reallocation (Administration)

25. Subrecipient Agreement with Volunteer Behavioral Health (Administration)

26. Acquisition of properties for the Church / Broad Street Intersection Improvements (Engineering)

27. Purchase of Equipment (Golf)

28. Skate Park and Pump Track Design Contract (Parks)

29. Contract with Axon Enterprises for Body and In-Car Camera Solution (Police)

30. Purchase of International HV607 Chassis with Brush Hawg Knuckle Loader (Street)

Licensing

Board & Commission Appointments

31. Gateway Commission

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Extension of Lease with Middle Tennessee Electric Membership Corporation

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Extension of Lease with Middle Tennessee Electric Membership Corporation (MTE).

Staff Recommendation

Approve the First Amendment to Lease Agreement with MTE.

Background Information

Upon the sale of the Electric Department, the City leased to MTE the former Electric Department facility on Walnut and College streets. The lease was for three years, terminating on July 1, 2023.

MTEs currently constructing additional office space at their existing office location and desires an extension of the lease to allow that construction to be completed. MTE personnel working at the former Electric Department building will then be relocated.

Extending the leases agreement has no significant impact on the City. There are no current plans for the property. Potential redevelopment of the property will not occur with the term of the extension.

Council Priorities Served

Improve economic development

Strong utility services are critical for the attraction of economic development opportunities.

Fiscal Impact

None.

Attachments

First Amendment to the Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (the "Amendment") is made and entered into as of _____, 2022, by and between MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, a Tennessee non-profit corporation (the "Lessee") and CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee (the "Lessor").

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated July 1, 2020, wherein Lessor leased and rented unto Lessee certain real property located in Murfreesboro, Tennessee, more specifically 205 N. Walnut Street, 400 West College Street, and 408 West College Street, also known as Tax Map/Parcel Nos. 091K-H-022.0, 091K-J-008.00 and 091K-J-010.00 (the "Agreement"); and

WHEREAS, the Agreement terminates as of July 1, 2023; and

WHEREAS, Lessor and Lessee desire to extend the term of the agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Agreement.

2. Amendment to Agreement. The term of this Agreement as set forth in Section 2(A) is hereby amended and restated as follows:

> The term of this Lease Agreement shall commence on the Commencement Date and will terminate on October 1, 2023.

3. Effect of Amendment. All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement and this Amendment, this Amendment shall govern and control. This Amendment shall be binding upon the legal representatives, successors and assigns of the parties.

4. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Signature pages bearing copies of signatures shall be effective for purposes of binding the signing party to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

MIDDLE TENNESSEE ELECTRIC MEMBERHIP CORPORATION	**CITY OF MURFREESBORO**
By: Chris Jones (Jul 27, 2022 13:48 CDT)	By: _____
Name: Chris Jones	Name: _____
Title: President/CEO	Title: _____

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By: Chris Jones (Jul 27, 2022 13:48 CDT)	By: _____
Name: Chris Jones	Name: _____
Title: President/CEO	Title: _____

1st Amendment_ Lease Agreement

Final Audit Report 2022-07-27

Created:	2022-07-27
By:	Denise Miller (DeniseMiller@mte.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7z-vpiPWsn0IbUknpQcID5EbEImETDEG

"1st Amendment_ Lease Agreement" History

Document created by Denise Miller (DeniseMiller@mte.com)
2022-07-27 - 6:41:26 PM GMT

Document emailed to Chris Jones (chris.jones@mtemc.com) for signature
2022-07-27 - 6:42:00 PM GMT

Email viewed by Chris Jones (chris.jones@mtemc.com)
2022-07-27 - 6:48:09 PM GMT

Document e-signed by Chris Jones (chris.jones@mtemc.com)
Signature Date: 2022-07-27 - 6:48:40 PM GMT - Time Source: server

Agreement completed.
2022-07-27 - 6:48:40 PM GMT

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Annual State Airport Maintenance Grant

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approve annual State Airport Maintenance Grant for the Murfreesboro Municipal Airport.

Staff Recommendation

Recommend approval of the annual State Airport Maintenance Grant.

Background Information

Each year the TDOT-Division of Aeronautics provides funding for the maintenance of the state system of airports. These funds are used for maintenance and repairs of the fuel systems, airfield lighting, mowing equipment, etc. These funds assist with the maintenance of items at the Airport that promote safe operations, such as airfield lighting and other similar systems.

Council Priorities Served

Responsible budgeting

Pursuit and management of available state and federal funds are an essential part of our Airport Budget.

Fiscal Impact

Airport Maintenance Grant assists with 95% of the cost funding up to $15,000.

Attachments

Annual State Airport Maintenance Grant

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
7/1/2022	6/30/2023	40100-49630	74118

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

CFDA # N/A

Grantee's fiscal year end – June 30

Service Caption (one line only)

FY23 Airport Maintenance

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	$15,000.00	$0.00		$0.00	$15,000.00
TOTAL:	**$15,000.00**	**$0.00**		**$0.00**	**$15,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.

☐ Non-competitive Selection

Describe the reasons for a non-competitive grantee selection process.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
TX00	71302

VENDOR ADDRESS: 5 **LOCATION CODE: MURFRE-002**

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of maintenance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal, **Attachment One**, incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on **July 1st, 2022** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents ($15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
https://www.blackcataviation.com

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation – Aeronautics Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Evan Rodgers
Transportation Program Monitor 1
TN Dept. of Transportation-Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Email: Evan.Rodgers@tn.gov
Telephone: 615-741-3208

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Email: mwright@cmurfreesborotn.gov
Telephone: 615-849-2629

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

procuring property and services under a federal award.

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.4. Airport Operations. For all grants that total fifty thousand dollars ($50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency

E.7. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO: 75-555-0770-23

GRANTEE SIGNATURE **DATE**

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMISSIONER **DATE**

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL **DATE**

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This isnot an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N.,
   W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / “land line”)
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item’s inclusion in the lists above.

ATTACHMENT TWO
PAGE ONE

GRANT BUDGET

City of Murfreesboro: FY23 Airport Maintenance **AERM-23-144-00**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 7/1/2022** **END: 6/30/2023**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$15,000.00	$789.47	$15,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$15,000.00**	**$789.47**	**$15,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO
PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY23 Airport Maintenance	$15,000.00
TOTAL	$15,000.00

TAD Project # 75-555-0770-23

Project Breakdown:	$15,000.00	95% State
TX#	$ 789.47	5% Local Participation
Grant Total:	$15,789.47	

Reimbursable Amount: $15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

ATTACHMENT THREE
PAGE ONE

Parent Child Information

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

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: FAA ARPA and ACRGP Grants

Department: Airport

Presented by: Ryan Hulsey, Airport Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approve FAA Airports Coronavirus Response Grant Program (ACRGP) and American Rescue Plan Act (ARPA) funding.

Staff Recommendation

Recommend approval of the FAA ARPA and ACRGP Grants.

Background Information

The ACRGP and ARPA grants are two of the federal grants the FAA provides to Airports. These grants are intended to assist airports with the impact of the Covid pandemic for lost fuel and rental revenues that were realized at our nation's airports during the initial months of the Covid pandemic. These grant assists the Airport to replace a portion of lost revenue and keep a vital part of our nation's transportation system financially viable and operational.

Council Priorities Served

Responsible budgeting

Pursuit and management of available state and federal funds are an essential part of our Airport Budget.

Fiscal Impact

The ARPA grant provides the Murfreesboro Municipal Airport with $59,000 and the ACRGP grant provides the Airport with $23,000.

Attachments

1. Grant Contract with the State of Tennessee (ARPA Grant)
2. Grant Contract with the State of Tennessee (ACRGP Grant)

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
1/20/2020	1/19/2024	40100-47260	72282

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

CFDA #20.106

Grantee's fiscal year end – June 30

Service Caption (one line only)

FAA American Rescue Plan Act (ARPA) Funding for Airports

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	$0.00	$59,000.00		$0.00	$59,000.00
TOTAL:	**$0.00**	**$59,000.00**		**$0.00**	**$59,000.00**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

The amount of funding available for each airport is set forth in the Coronavirus Response and Relief Supplemental Appropriations Act, Division M of Public Law 116-260. Airport sponsors may request a certain portion of those funds to be made available for operations and/or maintenance costs of the airport.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
TX00	71302

VENDOR ADDRESS: 5 **LOCATION CODE: MURFRE-002**

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of funding for airport operations and/or maintenance as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational or debt service payments in accordance with the limitations prescribed in the American Rescue Plan Act ("ARPA"), Public Law 117-2. Grant funds may be used to reimburse airport operational expenses directly related to the airport incurred no earlier than January 20, 2020. Grant funding also may be used to reimburse a Grantee's payment of debt service where such payments occur no earlier than March 11, 2021. Funds provided under this Grant Agreement will be governed by the same principles that govern "airport revenue" as defined by Federal Aviation Administration ("FAA") regulations and guidance. New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes may not be funded with this Grant.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on **January 20th, 2020** ("Effective Date") and extend for a period of **forty-eight (48) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifty-Nine Thousand Dollars and Zero Cents ($59,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
https://tndot.blackcatgrants.com

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation-Aeronautics Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to

the respective party as set out below:
The State:

Evan Rodgers
Transportation Program Monitor 1
TDOT Aeronautics Division
7335 Centennial Blvd.
Nashville, TN 37209
Telephone: 615-741-3208
Evan.Rodgers@tn.gov

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
City Hall, 111 West Vine Street
Murfreesboro, TN 37130
Telephone: 645-849-2629
Email: mwright@cmurfreesborotn.gov

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. Reserved.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.4. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E.5. Compliance with FAA Grant Assurances. The Grantee hereby assures and certifies, with respect to this Grant Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant Contract, including but not limited to those listed in the FAA Airport Rescue Grant Sponsor Assurances, a copy of which may be obtained upon request from the State or the FAA. These assurances are hereby incorporated into and become part of this Grant Contract.

E.6. Trafficking in Persons.

a. The Grantee acknowledges and agrees that the Grantee, its employees, and any of the Grantee's subgrantees and its employees may not:
   (1) Engage in severe forms of trafficking in persons during Term;
   (2) Procure a commercial sex act during the Term; or
   (3) Use forced labor in the performance of the Grant Contract.

b. The State may unilaterally terminate this Grant Contract, without penalty, if the Grantee:
   (1) Is determined to have violated a prohibition in subsection a., or
   (2) Has an employee who is determined by an official authorized to terminate the award to have violated a prohibition in subsection a.(1) during the Term through conduct that is either—
      i. Associated with performance under this Grant Contract; or
      ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
   (3) Grantee shall inform the State immediately of any information Grantee receives from any source alleging a violation of a prohibition in subsection a. during the Term.
   (4) The State's right to terminate unilaterally that is described in subsection a. of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to the State under this Grant Contract.

E.7. Employee Protection from Reprisal.

a. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subsection (b), information that the employee reasonably believes is evidence of:
(1) Gross mismanagement of a Federal grant;
(2) Gross waste of Federal funds;
(3) An abuse of authority relating to implementation or use of Federal funds;
(4) A substantial and specific danger to public health or safety; or
(5) A violation of law, rule, or regulation related to a Federal grant.

b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**
(1) A member of Congress or a representative of a committee of Congress;
(2) An Inspector General;
(3) The Government Accountability Office;
(4) A Federal office or employee responsible for oversight of a grant program;
(5) A court or grand jury;
(6) A management office of the State or Grantee or subgrantee; or
(7) A Federal or State regulatory enforcement agency.

c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

d. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this section more than three years after the date on which the alleged reprisal took place.

e. Required Actions of the Inspector General – Actions, limitations, and exceptions of the OIG are established under 41 U.S.C. § 4712(b).

Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

E.8. Face Coverings Policy. The Grantee agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Grantee continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

E.9. Buy American. In accordance with 49 U.S.C. § 50101, the Grantee may not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United State to be used for any project for which funds are provided under this Grant Contract. The Grantee shall include a provision implementing Buy American in every contract and subcontract issued under this Grant Contract.

E.10. Equipment or Vehicle Replacement. The Grantee agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

E.11. Equipment Acquisition. The Grantee agrees that it will maintain Grantee-owned and -operated equipment and use for purposes directly related to the airport.

E.12. Low Emission Systems. The Grantee agrees that vehicles and equipment acquired with funds provided in this grant:

a. Will be maintained and used at the airport for which they were purchased; and
b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Grantee further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

E.13. Utility Proration. For purposes of computing the share of the allowable airport operations and maintenance costs reimbursable with Federal funds, the allowable cost of utilities incurred by the Grantee, as applicable, to operate and maintain airport(s) included in this Airport Rescue State Block Grant must not exceed the percent attributable to the capital or operating costs of the airport.

E.14. Utility Relocation in Grant Contract. The Grantee understands and agrees that:

a. Federal funds will not participate in the cost of any utility relocation unless and until the Grantee has submitted evidence satisfactory to the State and FAA that the Grantee is legally responsible for payment of such costs;
b. Federal participation is limited to those utilities located on-airport or off-airport only where the Grantee has an easement for the utility; and
c. The utilities must serve a purpose directly related to the airport.

E.15. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO: 75-555-1071-23

GRANTEE SIGNATURE **DATE**

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above) **DATE**

GRANTEE LEGAL COUNSEL **DATE**
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

JOSEPH GALBATO III, INTERIM COMMISSIONER	**DATE**
JOHN H. REINBOLD, GENERAL COUNSEL **APPROVED AS TO FORM AND LEGALITY**	**DATE**

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
7335 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37209
(615) 741-3208

HOAWARD H. ELEY
DEPUTY GOVRENOR & COMMISSIONER

BILL LEE
GOVERNOR

Dear Airport Sponsor,

As a result of the American Rescue Plan Act (ARPA), all National Plan of Integrated Airport System (NPIAS) Airports are eligible for federal funds to assist with operational and maintenance costs incurred at the airports after January 20, 2020. The FAA has determined the funding available for each NPIAS airport to establish the award amount stated below. The State of Tennessee is a Block Grant State and is responsible for the administration of this ARPA Act funding.

Murfreesboro Municipal Airport is receiving a grant in the amount of $59,000.00 This grant award may be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Your ARPA Act grant has a start date of 1/20/2020 and an end date of 1/19/2024. Please ensure all your requests for eligible reimbursements are for costs incurred within this date range.

If you wish to decline this grant, please notify our office immediately by contacting your TDOT Project Manager.

Sincerely,

Jay Norris,
Director of Aeronautics

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-67
Federal award date	8/19/2021
CFDA number and name	20.106
Grant contract's begin date	1/20/2020
Grant contract's end date	1/19/2024
Amount of federal funds obligated by this grant contract	$59,000
Total amount of federal funds obligated to the subrecipient (**GRANTEE: TOTAL** Federal dollars **deposited** into **YOUR** account in current FY (7/22-6/23) from **ALL** agencies) **MUST** be **UPDATED** every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$14,663,946
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (75-555-0171-23) every six (6) months.

Any questions please contact your Program Monitor, **Evan Rodgers,** at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET

City of Murfreesboro: American Rescue Plan Act (ARPA) **AERO-22-297-00**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 1/20/2020** **END: 1/19/2024**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$59,000.00	0.00	$59,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$59,000.00**	**0.00**	**$59,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
American Rescue Plan Act (ARPA)	$59,000.00
TOTAL	$59,000.00

TAD Project #: 75-555-0171-23

Project Breakdown:

TX#	$59,000.00	100% Federal G67 ARPA
Grant Total:	$59,000.00	
Reimbursable Amount:	$59,000.00	

ATTACHMENT FOUR

PAGE ONE

Parent Child Information

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

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
1/20/2020	1/19/2024	40100-30300	69884

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

CFDA #20.106

Grantee's fiscal year end – June 30

Service Caption (one line only)

FAA Airports Coronavirus Response Grant Program (ACRGP) Funding for Airports under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	$0.00	$23,000.00		$0.00	$23,000.00
TOTAL:	**$0.00**	**$23,000.00**		**$0.00**	**$23,000.00**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

The amount of funding available for each airport is set forth in the Coronavirus Response and Relief Supplemental Appropriations Act, Division M of Public Law 116-260. Airport sponsors may request a certain portion of those funds to be made available for operations and/or maintenance costs of the airport.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
TX00	71302

VENDOR ADDRESS: 5 **LOCATION CODE: MURFRE-002**

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of funding for airport operations and/or maintenance as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act), Division M of Public Law 116-260. Grant funds may be used to reimburse airport operational and maintenance expenses directly related to the airport incurred no earlier than January 20, 2020. Grant funding also may be used to reimburse a Grantee's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this Grant Agreement will be governed by the same principles that govern "airport revenue" as defined by Federal Aviation Administration ("FAA") regulations and guidance. New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on **January 20th, 2020** ("Effective Date") and extend for a period of **forty-eight (48) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Twenty-Three Thousand Dollars and Zero Cents ($23,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
https://tndot.blackcatgrants.com

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation-Aeronautics Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right

to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Evan Rodgers
Transportation Program Monitor 1
TDOT Aeronautics Division
7335 Centennial Blvd.

Nashville, TN 37209
Telephone: 615-741-3208
Evan.Rodgers@tn.gov

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
City Hall, 111 West Vine Street
Murfreesboro, TN 37130
mwright@cmurfreesborotn.gov
Telephone: 615-849-2629
FAX: 615-849-2679

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. Reserved.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.4. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

E.5. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E.6. Compliance with ACRGP Grant Assurances. The Grantee hereby assures and certifies, with respect to this Grant Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant Contract, including but not limited to those listed in the FAA ACRGP assurances, a copy of which may be obtained upon request from the State or the FAA. These assurances are hereby incorporated into and become part of this Grant Contract.

E.7. Trafficking in Persons.
a. The Grantee acknowledges and agrees that the Grantee, its employees, and any of the Grantee's subgrantees and its employees may not:
   (1) Engage in severe forms of trafficking in persons during Term;
   (2) Procure a commercial sex act during the Term; or
   (3) Use forced labor in the performance of the Grant Contract.

b. The State may unilaterally terminate this Grant Contract, without penalty, if the Grantee:
   (1) Is determined to have violated a prohibition in subsection a., or
   (2) Has an employee who is determined by an official authorized to terminate the award to have violated a prohibition in subsection a.(1) during the Term through conduct that is either—
      i. Associated with performance under this Grant Contract; or
      ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
   (3) Grantee shall inform the State immediately of any information Grantee receives from any source alleging a violation of a prohibition in subsection a. during the Term.
   (4) The State's right to terminate unilaterally that is described in subsection a. of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to the State under this Grant Contract.

E.8. Employee Protection from Reprisal.
a. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subsection (2), information that the employee reasonably believes is evidence of:
   (1) Gross mismanagement of a Federal grant;
   (2) Gross waste of Federal funds;

(3) An abuse of authority relating to implementation or use of Federal funds;
(4) A substantial and specific danger to public health or safety; or
(5) A violation of law, rule, or regulation related to a Federal grant.

b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
(1) A member of Congress or a representative of a committee of Congress;
(2) An Inspector General;
(3) The Government Accountability Office;
(4) A Federal office or employee responsible for oversight of a grant program;
(5) A court or grand jury;
(6) A management office of the State or Grantee or subgrantee; or
(7) A Federal or State regulatory enforcement agency.

c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

d. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this section more than three years after the date on which the alleged reprisal took place.

e. Required Actions of the Inspector General – Actions, limitations, and exceptions of the OIG are established under 41 U.S.C. § 4712(b).

f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

E.9. Face Coverings Policy. The Grantee agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Grantee continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

E.10. Utilities Proration. For purposes of computing the share of the allowable airport operations and maintenance costs reimbursable under this Grant Contract, the allowable cost of utilities incurred by the Grantee to operate and maintain airport(s) included in the Grant Contract must not exceed the percent attributable to the capital or operating costs of the airport.

E.11. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

E.12. Equipment or Vehicle Replacement. The Grantee agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

E.13. Equipment Acquisition. The Grantee agrees that it will maintain Grantee-owned and -operated equipment and use for purposes directly related to the airport.

E.14. Low Emission Systems. The Grantee agrees that vehicles and equipment acquired with funds provided in this grant:
a. Will be maintained and used at the airport for which they were purchased; and

b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Grantee further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

E.15. Utility Relocation in Grant Contract. The Grantee understands and agrees that:

a. The United States will not participate in the cost of any utility relocation unless and until the Grantee has submitted evidence satisfactory to the FAA that the Grantee is legally responsible for payment of such costs;
b. FAA participation is limited to those utilities located on-airport or off-airport only where the Grantee has an easement for the utility; and
c. The utilities must serve a purpose directly related to the Airport.

E.16. Land Acquisition. Where funds provided for by this grant are used to acquire land, the Grantee shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located

IN WITNESS WHEREOF,

CITY OF MURFREESBORO: 75-555-0172-23

GRANTEE SIGNATURE **DATE**

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE **DATE**

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER **DATE**

JOHN H. REINBOLD, GENERAL COUNSEL **DATE**

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
7335 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37209
(615) 741-3208

HOAWARD H. ELEY
DEPUTY GOVRENOR & COMMISSIONER

BILL LEE
GOVERNOR

Dear Airport Sponsor,

As a result of the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA), all National Plan of Integrated Airport System (NPIAS) Airports are eligible for federal funds to assist with operational and maintenance costs incurred at the airports after January 20, 2020. The FAA has determined the funding available for each NPIAS airport to establish the award amount stated below. The State of Tennessee is a Block Grant State and is responsible for the administration of this CRRSAA Act funding.

Murfreesboro Municipal Airport is receiving a grant in the amount of $23,000.00. This grant award may be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Your CRRSA Act grant has a start date of 1/20/2020 and an end date of 1/19/2024. Please ensure all your requests for eligible reimbursements are for costs incurred within this date range.

If you wish to decline this grant, please notify our office immediately by contacting your TDOT Project Manager.

Sincerely,

Jay Norris,
Director of Aeronautics

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-65
Federal award date	5/10/2021
CFDA number and name	20.106
Grant contract's begin date	1/20/2020
Grant contract's end date	1/19/2024
Amount of federal funds obligated by this grant contract	$23,000
Total amount of federal funds obligated to the subrecipient (**GRANTEE: TOTAL** Federal dollars **deposited** into **YOUR** account in current FY (7/22-6/23) from **ALL** agencies) **MUST** be **UPDATED** every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$1,119,486
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 P. 615-253-5927
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (75-555-0172-23) every six (6) months.

Any questions please contact your Program Monitor, **Evan Rodgers,** at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET

City of Murfreesboro: CRRSAA **AERO-22-211-00**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: 1/20/2020** **END: 1/19/2024**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$23,000.00	$0.00	$23,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$23,000.00**	**$0.00**	**$23,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
CRRSAA	$23,000.00
TOTAL	$23,000.00

TAD Project # 75-555-0172-23

Project Breakdown:

TX	$23,000.00	100% Federal #65 (CRRSAA)
Grant Total:	$23,000.00	100%
Reimbursable Amount:	$23,000.00	

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least zero (0%) of the total project cost.

ATTACHMENT FOUR

PAGE ONE

Parent Child Information

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

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Contract for Professional Services for CDBG Program Activities FY23

Department: Community Development

Presented by: Sam Huddleston, Executive Director of Development Services

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract for professional services by BluLynx to assist Community Development in CDBG plan and program activities for FY23.

Staff Recommendation

Approve the Second Amendment to the contract with BluLynx Solutions, LLC.

Background Information

In 2021, BluLynx was contracted to assist Community Development with management and administrative services for the HOME Investment Partnerships Program. The services provided by the company has proved valuable to Community Development division. Therefore, it is proposed to extend the contract with BluLynx for an additional year through FY23.

Council Priorities Served

Responsible budgeting

Community Development programs are fully grant funded and CDBG and THDA program funding is utilized to assist residents of Murfreesboro.

Fiscal Impact

The proposal for $87,975 will be funded from CDBG, HOME and CV allocations with no impact on the General Fund.

Attachments

1. Second Amendment to Contract with BluLynx Solutions, LLC
2. BluLynx Proposal

SECOND AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
BLULYNX SOLUTIONS, LLC

This Second Amendment ("Second Amendment") to the Contract entered into February 25, 2021 ("Contract"), is effective as of September 1, 2022, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and BluLynx Solutions, LLC ("Contractor"), a Limited Liability Company of the State of Georgia.

RECITALS

WHEREAS, on September 1, 2022, the City entered into the Contract with Contractor for professional management and administrative services related to the implementation of the Community Development Block Grant program and other programs; and,

WHEREAS, the term of the contract between the City and Contractor is currently from September 1, 2022, to June 30, 2023,

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

WHEREAS the City agrees to a Cost Proposal for additional services of Contractor for $87,975.00 for 765 hours of services as outlined in the Cost Proposal (Exhibit A) in addition to the cost of services in the original contract and first amendment of $123,525.00 for a total contract amount of $211,500.00:

NOW THEREFORE, the City and Contractor mutually agree as follows:

1. **Extension:** The term of the current Contract is hereby extended for a period from September 1, 2022, until June 30, 2023.

2. **Cost Adjustment:** The cost in provision 3 of the Contract is hereby amended to an additional $87,975 for a total of $211,500.00.

3. **Duties and Responsibilities:** The scope of services is hereby amended to include professional management and administrative services for the HOME Investment Partnerships Program.

4. **No Other Amendment or Modification:** Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

ENTERED this the _____day of September 2022.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Approved as to form:

_____
Adam F. Tucker, City Attorney

BLULYNX SOLUTIONS, LLC

By:_____
Kimberly Roberts, Principal

BluLynx Solutions Cost Proposal

For the performance of the scope of services detailed below, should the City engage BluLynx to perform the services

SCOPE OF SERVICES

The consultant's scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications, and related activities to accomplish the following activities:

1. **Reporting**
   - Provide assistance with annual, semi-annual, quarterly, and monthly reporting required by HUD including Davis Bacon reporting, Section 3 reporting and compliance, Cash on Hand, and Beneficiary reporting, etc.
   - Maintain monthly budgets, financial status reports, and expenditure tracking mechanisms.
2. **Assist City in preparing Annual Action Plan and CAPER**
   - Undertake necessary grant planning activities related to HUD grant programs (CDBG, CDBG-CV, and HOME) to update City's Annual Action Plan and CAPER to include additional CARES funding and new program objectives, budgets for the completion of final document for submission to IDIS.
   - Conduct all public hearings and public notice postings related to Annual Action Plan and CAPER
3. **Policy & Procedure Development**
   - Provide assistance in developing written CDBG, CDBG-CV, and HOME procedures manual outlining implementation procedures.
   - Provide assistance in developing HOME program Resale/Recapture procedures outlining provisions to resale HOME properties or recapture HOME funds.
4. **Provide General Consulting and Technical Assistance Training**
   - Provide CDBG and HOME general consulting and advisory services throughout the term of the contract relative to management practices remotely and onsite.
   - Provide assistance in preparing or revising written CDBG procedures manual outlining implementation procedures.
   - Assist the City in developing files, expenditure plans, financial status reports, and other tracking mechanisms to ensure grant compliance.
   - Assist the City in developing a monitoring plan at the beginning of the program year to effectively match available resources with the needs and capacity of subrecipients.
5. **Training**
   - Provide IDIS training to include project setup, project funding, program income, and beneficiary compliance eligibility documentation in accordance with CDBG and HOME regulations.
   - Provide CDBG and HOME programmatic training for City's CD staff and subrecipients to ensure full compliance with CDBG and HOME regulations to include, Environmental Review, Davis Bacon, Project Service Area Determination, Income Verification, etc.

FEE SCHEDULE

BluLynx proposes to provide following itemized services to the City of Murfreesboro. Based on the scope of work as identified in this Proposal.

TASK NO.	SERVICE DESCRIPTION	PERSON PERFORMING TASK	HOURLY RATE	NO. OF HOURS ON SPENT CDBG PROJECT	NO. OF HOURS ON SPENT HOME PROJECT	TOTAL COST
1	Reporting	Principal	$115.00	40	10	$5,750.00
2	Assist City in preparing Annual Action Plan and CAPER	Principal	$115.00	135	50	$21,275.00
3	Policy & Procedure Development	Principal	$115.00	100	55	$17,825.00
4	Provide General Consulting and Technical Assistance Training	Principal	$115.00	275	40	$36,225.00
5	Training	Principal	$115.00	40	20	$6,900.00
TOTAL				**590**	**175**	**$87,975.00**

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: City Pension Plan Engagement Letter

Department: Employee Services

Presented by: Randolph Wilkerson, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Agreement with USI Consulting Group to provide actuarial and consulting services for City's Pension Plan

Staff Recommendation

Approve agreement with USI Consulting Group for Actuarial and Consulting Services.

Background Information

Staff recommends continuing using USI Consulting Group for actuarial and consulting services for the City's Pension Plan.

Council Priorities Served

Responsible budgeting

Actuarial and consulting services assist the City in handling the pension plan by ensuring participants' annuities are properly managed in accordance with federal and state regulations.

Fiscal Impact

The expense, $35,000, is funded by the Pension Plan.

Attachments

City Pension Plan Engagement Letter

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USI Consulting Group
5301 Virginia Way
Suite 400
Brentwood, TN 37027
www.usicg.com
Tel: 615.665.1640

August 19, 2022

VIA ELECTRONIC DELIVERY
Jennifer Brown
City Recorder/Finance Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37183-1139

Re: Engagement Letter
Actuarial Services for the City of Murfreesboro, Tennessee Employees' Revised Pension Plan

Dear Jennifer:

USI Consulting Group appreciates our relationship with the City of Murfreesboro to provide actuarial and consulting services in connection with your Plan. We look forward to continuing to provide actuarial, consulting, administrative, compliance, testing and data management services for the above plan.

This letter outlines

- the scope of the services we will provide and the fees that you can expect to pay for these services and
- our general business terms

This Engagement Letter, including the attached Exhibit A General Terms (also referenced as "Exhibit A," together forming the "Agreement"), is between **USI Consulting Group ("USICG")**, and **City of Murfreesboro (the City)**, for the term indicated. USICG, is being retained by the City to perform the services outlined in this Agreement with respect to the City of Murfreesboro, Tennessee Employees' Revised Pension Plan. By signing this Engagement Letter, the City agrees to be bound by the terms of this Agreement. Throughout this Agreement (both in this letter and Exhibit A), terms such as "we", "us" and "our" refer to USICGUSI Consulting Group, and terms such as "you" or "your" refer to the City. If we are contacted by persons from your organization who, in our judgment, appear to have authority to represent the City, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss Plan affairs.

This Agreement is effective for the plan year beginning July 1, 2022 and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after October 3, 2022, we reserve the right to reissue this Engagement Letter with revised fee estimates for expected services.

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Exhibit A describes the services that we expect to perform and the associated fees for those services. It also provides our general billing procedures and other business terms, including representative billing rates.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Upon the mutual agreement of both parties, Exhibit A may be revised from time to time to add or change the consulting services provided and such revised and restated Exhibit A shall continue to be covered by the Engagement Letter then in effect.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me. Again, I am pleased you have selected USI Consulting Group. We look forward to serving you.

Sincerely,

USI CONSULTING GROUP

By: Sterling Price

Sterling Price, FSA, EA, FCA, MAAA
Managing Consultant

Attachment: Exhibit A General Terms

AGREED TO:

City of Murfreesboro

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM
DocuSigned by:
Adam Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

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EXHIBIT A
GENERAL TERMS

Fees

The fees listed below represent our best estimate for services to the Plan. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section. USICG agrees not to exceed its fee estimate, or perform any additional services, unless and until the City has authorized higher fees or additional services in writing. USICG understands and acknowledges that such authorization may require approval of City Council. The actual fees billed to the City will be based on the amount of time required to perform the work and the hourly rate of the individuals assigned to perform the work.

Annual Actuarial Services for City of Murfreesboro, Tennessee Employees' Revised Pension Plan	*Fee*
▪ Annual Actuarial Valuation and Report (Funding Report) as of July 1, 2022 ▪ Government Accounting Report as of June 30, 2022 [1] ▪ Annual Individual Benefit Statement [2] ▪ Annual Meeting [1] *Results will be split between Water and Sewer and other* [2] *Three electronic files will be provided for each of the following groups: General Employee Participants, Fire and Police Participants, and Water and Sewer Participants*	**$35,000**

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Additional Services

Additional Actuarial Services

- Analysis of changes in valuation assumptions and methods and consulting on possible changes
- Support to external auditors for the annual financial statement audits of the entities
- Annual estimates of succeeding year contributions and accounting expense
- Quarterly funded status scorecard
- Projections of funding or accounting expense over multiple years, or beyond that described under Recurring Actuarial Services
- Study of demographic assumptions based on Plan experience
- Actuarial valuations, accounting expense and accounting disclosure determinations for Other Post-Employment Benefit Plans (non-pension) under GASB 43 and 45 City (other than listed above)
- Resolving trustee accounting or reporting problems
- Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- Actuarial studies of Plan amendments
- Actuarial studies and other work related to mergers, acquisitions or spin-offs
- Actuarial studies involving forecasting of cash flow and/or accounting results
- Lost participant searches, address corrections
- Meetings and telephone conferences (in addition to those listed above)

Participant Communication Services

- Participant communications (other than listed above)
- Printing costs and distribution costs for SPDs or other participant communications

Plan Documentation and Regulatory Compliance Services

- Consulting services related to Plan design or Plan administration
- Drafting or review of Plan amendments, Board Resolutions and Summary Plan Descriptions (for review of legal counsel)
- Revisions or modifications to other Plan documents, such as Summary Plan Descriptions (SPDs), administrative forms, investment policy documents (for review of legal counsel)
- Assisting with determination letter applications; assistance with filing of Plan documents with IRS or other governmental authorities
- Responding on behalf of the City to questions from regulatory auditors
- Services pursuant to non-compliance with law or regulations, including corrections procedures filings and other regulatory filings
- General consulting services, such as consulting regarding Plan administrator's (a) Plan interpretations, (b) regulatory interpretations applicable to the Plan, statutory requirements, analyses regarding the impact of legislative or regulation changes impacting the Plan

Services for Other Plans

- Any other services associated with other plans sponsored by the City or other related organizations

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Billing Rates

USICG's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. USICG's current average hourly rates as of January 1, 2022:

Managing Consultant / Principal	$375 - $505
Consultant / Senior Consultant	$280 - $375
Technician / Analyst	$195 - $240
Administrative	$90 - $195

Periodically, USICG's hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

Expenses

There are three categories of expenses that the firm may bill in addition to the hourly rates listed above.

- Out-of-pocket expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed at cost.
- Administrative expenses for copying, faxing, long-distance phone calls, etc. will be billed at cost.
- Any applicable taxes, charges and other levies associated with the agreed upon services rendered by USICG This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of USICG

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

Billing Procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered, and costs were incurred. However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay USICG payment within 35 days after the statement date.

Our billing statements are due and payable within 35 days after the statement date. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 35 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

The City shall promptly review each monthly invoice and shall notify USICG in writing of any dispute within 35 days of the date such bill was mailed or within 35 days of receipt if sent by means other than the U.S. Postal Service.

If the City disputes an invoice as provided above, the City shall never-the-less pay the undisputed portion of such invoice. If an invoice is disputed, the parties shall attempt in good faith to reach agreement as to the correct amount. If the parties are unable to agree, the invoice shall be submitted to binding arbitration as provided for in the Dispute Resolution section below.

From time to time the City and USICG may agree to limit USICG's fee for a specific project to no more than a specified dollar amount or may agree to a fixed fee for a specific project. In such an event, if the City provides incorrect or

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incomplete data, or provides data in a form other than the form specified above (or mutually agreed upon), or if extra work is required because the data is provided later than agreed upon, any additional work required due to such incomplete, incorrect or late data shall be billed at USICG's regular hourly rates regardless of the relationship of such rates to the original project fee.

In connection with each invoice, USICG shall provide such information as the City shall reasonably request for purposes of verifying such invoice, provided however that if the City requests information that is not normally captured by USICG's billing system, the City's request shall apply only to work performed after such request is made, and provided further that if USICG must incur more than dominium's additional costs or time to capture such information, the City shall agree to reimburse USICG for such expense or compensate USICG for such time.

Use of Work

All USICG work product shall be used only for the specific purposes for which it is intended as shown in the work product itself. The actuarial valuation shall be used for no purposes other than budgeting and determination of contributions to the City's pension plan. Without limitation of the above, the City shall not, without USICG's prior written consent, use any USICG work product for the purpose of any financing or sale transaction, including, but not limited to, the following: (1) use in any debt covenant; (2) the determination of the sale price associated with the sale of assets or any subsidiary of the City; (3) the amount of a transfer of assets from one pension plan to another.

Potential Conflicts of Interest Disclosure and Waiver

We know of no circumstances that create a conflict of interest in our services to you.

From time to time, USICG may provide actuarial or other consulting services to other clients whose interests may be adverse to the City's interests ("conflicting engagements"). The City consents to such conflicting engagements, provided that USICG does not use, in such conflicting engagements, confidential information (not otherwise in the public domain) obtained through the provision of services to the City without the City's consent. In the event that a conflicting engagement relates to negotiations or a transaction in which USICG is also advising the City, USICG shall disclose such conflicting engagement to the City as soon as the conflict is known to USICG.

Potential Direct and Indirect Compensation from Other Parties

It is possible that we will receive compensation from other parties or service providers in relation to your decision to use their services. We will disclose to you the monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan. At the present time, there is no indirect compensation expected.

Confidentiality of Plan and Participant Data

USICG acknowledges and understands that all the City information or Plan information provided by the City to USICG is confidential. USICG will not sell, rent, lease or in any way transfer the City information provided from the City to USICG under this Agreement to a third party, except as expressly agreed to by you in writing. USICG will have no proprietary interest or right to use the City or Plan information, except as provided in this Agreement. USICG will take all reasonable and necessary steps to prevent the misuse of the City or Plan information.

USICG's reports, letters, memos, emails or other consulting work products furnished to you are

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for the use of the City and its agents, advisors and auditors, and for the business purposes stated therein. USICG is not responsible for the reliance upon these work products by any other party.

USICG acknowledges that it will have access to data that is personal information, including any and all identifying information of the employees of the City ("Personal Information"). USICG shall use any Personal Information it receives from the City only to fulfill its obligations under this Agreement.

The City Company specifically understands that USICG may engage third party vendor to perform lost participant or death searches as part of the normal course of USICG's services and expressly agrees that USICG may share Company plan data and/or participant information with such third party vendor to the extent necessary to perform these services. USICG will maintain a nondisclosure agreement with the third party vendor.

USICG shall promptly notify the City in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. On termination of this Agreement, USICG shall discontinue using the Personal Information and shall destroy any Personal Information in accordance with USICG's file retention policies.

Amendment and Termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

The following provisions of this agreement shall continue in effect after the termination of this engagement by either party: provisions relating to confidentiality, waiver of conflicts, use of work and disclosure of work to third parties, ownership of files and work product, the obligation of the City to pay fees to USICG, resolution of disputes between the parties, indemnity and compensation, limitations on liability, dispute resolution, choice of law, venue and binding arbitration.

Dispute Resolution

In the event of any dispute between the parties with respect to our services, (or, subject to Billing Procedures above, our fees) each of the parties will promptly appoint a designated officer to meet to resolve such dispute in good faith. If an amicable resolution through negotiation does not appear likely within a reasonable time, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified below. Such arbitration will be binding and final. Any such arbitration will be before one arbitrator, be conducted in English, and held in Nashville, TN, or such other location as the parties may agree upon. If the dispute involves a claim of professional negligence or other error in actuarial calculations or advice, or if settlement of the dispute requires an understanding of the work performed or other matters involving actuarial science, the arbitrator shall be a Fellow or Associate of the Society of Actuaries who is enrolled by the Joint Board for the Enrollment of Actuaries. Each party to the arbitration shall pay its own expenses and one-half of the arbitrator's fee, provided however that at the conclusion of the arbitration, the arbitrator may award fees and costs to either party based on which party prevailed, or, at the discretion of the arbitrator, the respective reasonableness of each party's position in the arbitration. At the inception of the arbitration, each party shall state in writing the amount it is demanding from (or offering to) the other party. In no event shall the arbitrator award either party more than it

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originally demanded or less than was originally offered (except that this limitation shall not apply to fees and costs as described above). In the event that this arbitration provision is found to be unenforceable, the parties shall by mutual agreement, not to be unreasonably withheld, agree to an enforceable arbitration provision. In the event of litigation relating to this provision or this agreement, both parties waive all rights to a jury trial.

Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this agreement shall be governed by and construed in all respects in accordance with the laws of the State of Tennessee. The parties all expressly agree and acknowledge that the State of Tennessee has a reasonable relationship to the parties and this agreement. As to any dispute, claim, or litigation arising out of or relating in any way to this agreement (including, without limitation, any action to compel arbitration, any action to collect amounts awarded by the arbitrator, or any other action at law or equity), the parties hereby agree and consent to be subject to the exclusive jurisdiction of the federal and state courts in the State of Tennessee. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, (a) any objection that it may now or hereafter have to laying venue of any suit, action or proceeding brought in such court, (b) any claim that any suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) any defense that it may now or hereafter have based on lack of personal jurisdiction in such forum.

Indemnification and Liability

To the extent permitted by law, you agree to hold USICG harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the Plan or of Plan related services by the City, Plan Administrator or other third party vendor. Subject to the limitations described below, USICG will be responsible for any claims, losses, damages, liabilities, costs or any other expenses attributable to any negligence or willful misconduct by USICG in the performance of our services under this Agreement.

The City and USICG mutually agree that, in the event of a claim of malpractice or professional negligence or wrongdoing in connection with this or any engagement, the following shall not be considered damages to the City and shall not be a liability to USICG, even if USICG is determined to have been in error, negligent or otherwise at fault: contributions to any City pension plan that would have been made in a different year had USICG's work product been correct; benefit amounts calculated by USICG and presented to participants in any City pension plan but not actually paid before the discovery of the error; any amounts that are recoverable by the City from a third party, even if the City decides not to recover such amounts; punitive damages; consequential damages; and prejudgment interest in excess of 6% per year, compound.

Recognizing that all actuarial calculations are estimates, and that methods of estimation are appropriate with respect to actuarial valuations, and recognizing that methods of estimation inherently produce results that are slightly different from the results of more precise calculations, and recognizing that the City may not reasonably rely on any actuarial valuation being absolutely precise, the following shall not be considered errors (and USICG shall have no liability therefore), regardless of how they are arrived at: any result in an actuarial valuation that differs from a more precise calculation by an amount less than 2% of the actuarial accrued liability of the plan or program to which the valuation relates, or if greater, 2% of the assets of held by, or in trust for, such plan or program.

In the event that excessive benefit amounts are paid to one or more participants of any the City pension plan or one or more employees or former employees of the City (referred to collectively as "Participants") as a result of an error by USICG, and USICG is determined to be

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liable for all or part of such excess, or if USICG reimburses the City for such excess amount, USICG shall have a subrogated right to any claim that may otherwise be held by the City or such pension plan for repayment of such excess benefits from such Participants. The City shall cooperate with USICG's right to collect such repayment from such Participants.

USICG shall not be liable to the City for any errors that are entirely or partially the result of USICG's use of incorrect or incomplete data provided to USICG by the City or, at the City's direction, by any employee, contractor or agent of the City, unless USI was negligent in failing to notice such data was incomplete or erroneous.

The City and USICG agree that there are no third party beneficiaries and that no person other than the City shall have the right to rely on USICG's work product or to sue USICG for damages relating thereto. USICG is not responsible for the City's funding of any employee benefit plan. USICG is not responsible to any employee or any participant or beneficiary in any employee benefit plan for any disclosure that should be made to that individual or for any advice given (or not given) to the City.

Any complaint, arbitration or lawsuit by the City or any related person or successor in interest shall be filed only against USICG and shall not be filed against any individual employee, officer, director, contractor, subcontractor or other natural person. Notwithstanding the above, there are no third party beneficiaries to this agreement and this paragraph shall be enforceable only by USICG.

USICG shall not be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or the other party's authorized agents; (b) interruptions or delays affected by information or communications systems not resulting from the fault of USICG; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d)suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country making it illegal or impossible for USICG to perform its obligation under the Agreement; or (h) other unusual circumstances not reasonably within the control of USICG.

The City shall compensate USICG for reasonable time and expenses associated with any of the following:

- Production of documents, depositions, testimony, or any other form of discovery or participation in any lawsuit, audit or legal proceeding whatsoever, by or between The City and any third party, or by or between any third party and USICG with respect to this engagement, provided however that this item shall not apply to a lawsuit between The City and USICG, nor to any lawsuit initiated by USICG.
- Any regulatory proceeding associated with this engagement (including, without limitation, any governmental or non-governmental body that regulates the actuarial profession or accredits actuaries) unless it is determined that USICG is materially at fault.

If an event occurs which might give rise to indemnification or compensation under this section, USICG shall promptly notify the City and shall permit the City to reasonably participate in the defense of or opposition to any such action, taking into account the relative economic risk of such action to USICG and the City.

Mutual Responsibilities

Timeliness and Accuracy of Data. You will provide us with the requested participant and other Plan information that we need in order to perform our services. It is the City's responsibility to ensure that such data is

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complete and accurate. USICG is not responsible for checking such data in any way. The City shall have an employee or other agent of the City review such data before it is provided to USICG and will ensure that the individual performing such review is knowledgeable with regard to the purposes for which the data is to be used. Such review will include reasonableness checks including the following: (1) that all dates are within a reasonable range of dates and are consistent with one another; (2) that all financial fields such as compensation are reasonable in amount; (3) that all items that may be verified by totals or counts are so verified; and (4) such other reasonableness checks as are prudent under the circumstances taking into account the need for accurate data. USICG may, at its discretion, review the data provided by the City for such reasonableness checks as it considers appropriate. If the data appears to be incorrect or incomplete, USICG shall notify the City and the City shall promptly review the data in light of such apparent inaccuracies and either notify USICG that the data provided was correct or provide corrected data. USICG will have no responsibility to independently verify the accuracy of the participant data that you provide. USICG is not responsible for or liable for use of incomplete or inaccurate data provided by the City or its agents unless USI was negligent in failing to notice such data was incomplete or erroneous. USICG assumes no responsibility to acquire information other than to request it from you or from third parties as authorized by you. USICG will not be liable for any errors or omissions made as a result of incomplete or incorrect information that is furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

The City shall promptly notify USICG if any data furnished is later determined to be incorrect or incomplete. The City shall furnish such correct data to USICG.

USICG may occasionally identify errors or discrepancies in the data, eligibility determination, contribution calculation, or other items. We will notify the City of any apparent discrepancies and will work with the City to resolve the discrepancies if requested. Resolving these discrepancies, and all work and rework associated with correction of incomplete or erroneous data is an additional service not included within the scope of our standard fees. USICG will be compensated at its regular hourly rates for performing such additional services, even if we have performed these additional services for no additional fee in the past.

In the event that the City provides USICG with incomplete data, inaccurate data, or the data is provided later than mutually agreed (or in the absence of prior agreement, later than two months prior to the due date of any project reliant on such data), all of USICG's deadlines for projects dependent on such data shall be extended by the period of time that the data is late plus the period of time needed to correct the data; provided however, that, recognizing USICG may have already committed to other work for other clients during such delayed time period, USICG may unilaterally extend such deadlines for an additional two months. In the event of an extension of any deadline in accordance with this paragraph, USICG shall not be responsible for any losses incurred due to such delay, including, without limitation, any penalties or costs associated with late filing of any government form, any penalties or costs associated with late provision of any notice to any plan participant, and any penalties or costs associated with any other compliance failure (including, for the avoidance of ambiguity, a late certification of the Adjusted Funding Target Attainment Percentage of any pension plan) that is a result of such delay.

Conversion. We will work with your current providers to determine an appropriate file

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format and record layout for any conversion data that we may need. You will be responsible for the payment of any fees charged by the current provider for its work to supply the conversion data that we need and answer questions that we may have.

We will accept the information and data provided by the prior service provider as correct and complete unless otherwise instructed by you. We will not audit those records for accuracy, compliance with government requirements or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records , even if review of such records would reveal obvious errors

If instructed by you or your legal counsel, and within the scope of our engagement, we will conduct reviews of Plan documentation, participant communication and/or Plan operation to evaluate whether your Plan was (were) in proper compliance with applicable law and regulations and/or the provisions of Plan documents for the specified period. We will report to you any issues we think should be addressed and will make recommendations for necessary action for consideration by you and your legal counsel.

Maintenance and Transfer of Records. USICG will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such time as a final payment in full is made to USICG for all outstanding fees and expenses to date, USICG will furnish the City, upon the City's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with USICG's file retention policies.

Limitations on USICG Services

USICG is not a law or accounting firm and does not provide legal or tax advice. Any documents that we prepare are specimen documents that are for review by your legal counsel and that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

USICG is not a fiduciary, investment advisor, or the plan administrator of the Plan within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise. You are responsible for all discretionary decisions relating to the Plan. USICG may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, USICG may perform certain services, acting as agent to the City and the fiduciaries to the Plan. USICG performs such services in an administrative, nondiscretionary capacity only according to Plan documents and other procedures and exercises no discretion as to the administration of the Plan and the management of Plan assets. USICG does not invest trust assets or prepare trust accounting statements. USICG does not monitor investment performance or the performance of investment management or advisors. USICG does not handle Plan assets. USICG does not provide services that would constitute investment advice to either the plan sponsor or any plan participant. USICG does not determine the value (or the appropriateness of the value) of any asset held by the Plan.

USICG Role in Regulatory Compliance. USICG helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These compliance requirements and duties are numerous, including, but not limited to:

- Participant communications, whether periodic or driven by participant or plan events
- Reporting and disclosure to regulatory authorities

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- Maintenance of plan documents in accordance with law and regulation
- Financial transactions

USICG is ready to assist in each of these areas to ensure compliance. Unless otherwise specifically indicated in our description of services, the City is responsible for meeting all compliance requirements of the Plan.

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: MED Pension Plan - Actuarial and Consulting Services

Department: Employee Services

Presented by: Randolph Wilkerson, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Agreement with USI Consulting Group to provide actuarial and consulting services for MED Pension Plan

Staff Recommendation

Approve agreement with USI Consulting Group for Actuarial and Consulting Services.

Background Information

Staff recommends continuing using USI Consulting Group for actuarial and consulting services for the MED Pension Plan.

Council Priorities Served

Responsible budgeting

Actuarial and consulting services assist the City in handling the pension plan by ensuring participants' annuities are properly managed in accordance with federal and state regulations.

Fiscal Impact

The expense, $20,000, and the Benefits Determination fees of $400 per calculation are funded by Pension Plan.

Attachments

MED Pension Plan Engagement Letter

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USI Consulting Group
5301 Virginia Way
Suite 400

Tel: 615.665.1640

August 19, 2022

VIA ELECTRONIC DELIVERY

Jennifer Brown
City Recorder/Finance Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37183-1139

Re: Engagement Letter
Actuarial Services for the Murfreesboro Electric Department Pension Plan

Dear Jennifer:

USI Consulting Group appreciates our relationship with the City of Murfreesboro to provide actuarial and consulting services in connection with the above Plan. We look forward to continuing to provide actuarial, consulting, administrative, compliance, testing and data management services for the above plan.

This letter outlines

- the scope of the services we will provide and the fees that you can expect to pay for these services and
- our general business terms

This Engagement Letter, including the attached Exhibit A General Terms (also referenced as "Exhibit A," together forming the "Agreement"), is between **USI Consulting Group ("USI")**, and **City of Murfreesboro (the City)**, for the term indicated. USI is being retained by the City to perform the services outlined in this Agreement with respect to the Murfreesboro Electric Department Pension Plan. By signing this Engagement Letter, the City agrees to be bound by the terms of this Agreement. Throughout this Agreement (both in this letter and Exhibit A), terms such as "we", "us" and "our" refer to USI, and terms such as "you" or "your" refer to the City. If we are contacted by persons from your organization who, in our judgment, appear to have authority to represent the City, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss Plan affairs.

This Agreement is effective for the plan year beginning July 1, 2022 and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after October 3, 2022, we reserve the right to reissue this Engagement Letter with revised fee estimates for expected services.

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Exhibit A describes the services that we expect to perform and the associated fees for those services in relation. It also provides our general billing procedures and other business terms, including representative billing rates. This agreement is intended to add the special project to our current Engagement Letter Exhibit A.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Upon the mutual agreement of both parties, Exhibit A may be revised from time to time to add or change the consulting services provided and such revised and restated Exhibit A shall continue to be covered by the Engagement Letter then in effect.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me. Again, I am pleased you have selected USI. We look forward to serving you.

Sincerely,

USI Consulting Group

By: Sterling Price
Sterling Price, FSA, EA, FCA, MAAA
Vice President and Consulting Actuary

Attachment: Exhibit A General Terms

AGREED TO:

City of Murfreesboro

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM
DocuSigned by:
Adam Tucker
Adam F. Tucker, City Attorney
43A2035E51F9401...

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EXHIBIT A
GENERAL TERMS

Fees

The fees listed below represent our best estimate for services to the Plan. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section. USICG agrees not to exceed its fee estimate, or perform any additional services, unless and until the City has authorized higher fees or additional services in writing. USICG understands and acknowledges that such authorization may require approval of City Council. The actual fees billed to the City will be based on the amount of time required to perform the work and the hourly rate of the individuals assigned to perform the work.

Annual Actuarial Services for Murfreesboro Electric Department Pension Plan	Fee
▪ Annual Actuarial Valuation and Report (Funding Report) as of July 1, 2022 ▪ Government Accounting Report as of June 30, 2022 ▪ Annual Meeting	$20,000
Benefit Determinations	**Fee**
	$400 per calculation

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Additional Services

Additional Actuarial Services

- Analysis of changes in valuation assumptions and methods and consulting on possible changes
- Support to external auditors for the annual financial statement audits of the entities
- Annual estimates of succeeding year contributions and accounting expense
- Quarterly funded status scorecard
- Projections of funding or accounting expense over multiple years, or beyond that described under Recurring Actuarial Services
- Study of demographic assumptions based on Plan experience
- Actuarial valuations, accounting expense and accounting disclosure determinations for Other Post-Employment Benefit Plans (non-pension) under GASB 43 and 45 City (other than listed above)
- Resolving trustee accounting or reporting problems
- Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- Actuarial studies of Plan amendments
- Actuarial studies and other work related to mergers, acquisitions or spin-offs
- Actuarial studies involving forecasting of cash flow and/or accounting results
- Lost participant searches, address corrections
- Meetings and telephone conferences (in addition to those listed above)

Participant Communication Services

- Participant communications (other than listed above)
- Printing costs and distribution costs for SPDs or other participant communications

Plan Documentation and Regulatory Compliance Services

- Consulting services related to Plan design or Plan administration
- Drafting or review of Plan amendments, Board Resolutions and Summary Plan Descriptions (for review of legal counsel)
- Revisions or modifications to other Plan documents, such as Summary Plan Descriptions (SPDs), administrative forms, investment policy documents (for review of legal counsel)
- Assisting with determination letter applications; assistance with filing of Plan documents with IRS or other governmental authorities
- Responding on behalf of the City to questions from regulatory auditors
- Services pursuant to non-compliance with law or regulations, including corrections procedures filings and other regulatory filings
- General consulting services, such as consulting regarding Plan administrator's (a) Plan interpretations, (b) regulatory interpretations applicable to the Plan, statutory requirements, analyses regarding the impact of legislative or regulation changes impacting the Plan

Services for Other Plans

- Any other services associated with other plans sponsored by the City or other related organizations

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Billing Rates

USICG's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. USICG's current average hourly rates as of January 1, 2022:

Managing Consultant / Principal	$375 - $505
Consultant / Senior Consultant	$280 - $375
Technician / Analyst	$195 - $240
Administrative	$90 - $195

Periodically, USICG's hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

Expenses

There are three categories of expenses that the firm may bill in addition to the hourly rates listed above.

- Out-of-pocket expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed at cost.
- Administrative expenses for copying, faxing, long-distance phone calls, etc. will be billed at cost.
- Any applicable taxes, charges and other levies associated with the agreed upon services rendered by USICG This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of USICG

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

Billing Procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered, and costs were incurred. However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay USICG payment within 35 days after the statement date.

Our billing statements are due and payable within 35 days after the statement date. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 35 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

The City shall promptly review each monthly invoice and shall notify USICG in writing of any dispute within 35 days of the date such bill was mailed or within 35 days of receipt if sent by means other than the U.S. Postal Service.

If the City disputes an invoice as provided above, the City shall never-the-less pay the undisputed portion of such invoice. If an invoice is disputed, the parties shall attempt in good faith to reach agreement as to the correct amount. If the parties are unable to agree, the invoice shall be submitted to binding arbitration as provided for in the Dispute Resolution section below.

From time to time the City and USICG may agree to limit USICG's fee for a specific project to no more than a specified dollar amount or may agree to a fixed fee for a specific project. In such an event, if the City provides incorrect or incomplete data, or provides data in a form other than the form specified above (or

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mutually agreed upon), or if extra work is required because the data is provided later than agreed upon, any additional work required due to such incomplete, incorrect or late data shall be billed at USICG's regular hourly rates regardless of the relationship of such rates to the original project fee.

In connection with each invoice, USICG shall provide such information as the City shall reasonably request for purposes of verifying such invoice, provided however that if the City requests information that is not normally captured by USICG's billing system, the City's request shall apply only to work performed after such request is made, and provided further that if USICG must incur more than dominium's additional costs or time to capture such information, the City shall agree to reimburse USICG for such expense or compensate USICG for such time.

Use of Work

All USICG work product shall be used only for the specific purposes for which it is intended as shown in the work product itself. The actuarial valuation shall be used for no purposes other than budgeting and determination of contributions to the City's pension plan. Without limitation of the above, the City shall not, without USICG's prior written consent, use any USICG work product for the purpose of any financing or sale transaction, including, but not limited to, the following: (1) use in any debt covenant; (2) the determination of the sale price associated with the sale of assets or any subsidiary of the City; (3) the amount of a transfer of assets from one pension plan to another.

Potential Conflicts of Interest Disclosure and Waiver

We know of no circumstances that create a conflict of interest in our services to you.

From time to time, USICG may provide actuarial or other consulting services to other clients whose interests may be adverse to the City's interests ("conflicting engagements"). The City consents to such conflicting engagements, provided that USICG does not use, in such conflicting engagements, confidential information (not otherwise in the public domain) obtained through the provision of services to the City without the City's consent. In the event that a conflicting engagement relates to negotiations or a transaction in which USICG is also advising the City, USICG shall disclose such conflicting engagement to the City as soon as the conflict is known to USICG.

Potential Direct and Indirect Compensation from Other Parties

It is possible that we will receive compensation from other parties or service providers in relation to your decision to use their services. We will disclose to you the monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan. At the present time, there is no indirect compensation expected.

Confidentiality of Plan and Participant Data

USICG acknowledges and understands that all the City information or Plan information provided by the City to USICG is confidential. USICG will not sell, rent, lease or in any way transfer the City information provided from the City to USICG under this Agreement to a third party, except as expressly agreed to by you in writing. USICG will have no proprietary interest or right to use the City or Plan information, except as provided in this Agreement. USICG will take all reasonable and necessary steps to prevent the misuse of the City or Plan information.

USICG's reports, letters, memos, emails or other consulting work products furnished to you are for the use of the City and its agents, advisors and auditors, and for the business purposes stated therein. USICG is not responsible for the

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reliance upon these work products by any other party.

USICG acknowledges that it will have access to data that is personal information, including any and all identifying information of the employees of the City ("Personal Information"). USICG shall use any Personal Information it receives from the City only to fulfill its obligations under this Agreement.

The City Company specifically understands that USICG may engage third party vendor to perform lost participant or death searches as part of the normal course of USICG's services and expressly agrees that USICG may share Company plan data and/or participant information with such third party vendor to the extent necessary to perform these services. USICG will maintain a nondisclosure agreement with the third party vendor.

USICG shall promptly notify the City in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. On termination of this Agreement, USICG shall discontinue using the Personal Information and shall destroy any Personal Information in accordance with USICG's file retention policies.

Amendment and Termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

The following provisions of this agreement shall continue in effect after the termination of this engagement by either party: provisions relating to confidentiality, waiver of conflicts, use of work and disclosure of work to third parties, ownership of files and work product, the obligation of the City to pay fees to USICG, resolution of disputes between the parties, indemnity and compensation, limitations on liability, dispute resolution, choice of law, venue and binding arbitration.

Dispute Resolution

In the event of any dispute between the parties with respect to our services, (or, subject to Billing Procedures above, our fees) each of the parties will promptly appoint a designated officer to meet to resolve such dispute in good faith. If an amicable resolution through negotiation does not appear likely within a reasonable time, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified below. Such arbitration will be binding and final. Any such arbitration will be before one arbitrator, be conducted in English, and held in Nashville, TN, or such other location as the parties may agree upon. If the dispute involves a claim of professional negligence or other error in actuarial calculations or advice, or if settlement of the dispute requires an understanding of the work performed or other matters involving actuarial science, the arbitrator shall be a Fellow or Associate of the Society of Actuaries who is enrolled by the Joint Board for the Enrollment of Actuaries. Each party to the arbitration shall pay its own expenses and one-half of the arbitrator's fee, provided however that at the conclusion of the arbitration, the arbitrator may award fees and costs to either party based on which party prevailed, or, at the discretion of the arbitrator, the respective reasonableness of each party's position in the arbitration. At the inception of the arbitration, each party shall state in writing the amount it is demanding from (or offering to) the other party. In no event shall the arbitrator award either party more than it originally demanded or less than was originally offered (except that this limitation shall not apply to fees and costs as described above). In

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the event that this arbitration provision is found to be unenforceable, the parties shall by mutual agreement, not to be unreasonably withheld, agree to an enforceable arbitration provision. In the event of litigation relating to this provision or this agreement, both parties waive all rights to a jury trial.

Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this agreement shall be governed by and construed in all respects in accordance with the laws of the State of Tennessee. The parties all expressly agree and acknowledge that the State of Tennessee has a reasonable relationship to the parties and this agreement. As to any dispute, claim, or litigation arising out of or relating in any way to this agreement (including, without limitation, any action to compel arbitration, any action to collect amounts awarded by the arbitrator, or any other action at law or equity), the parties hereby agree and consent to be subject to the exclusive jurisdiction of the federal and state courts in the State of Tennessee. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, (a) any objection that it may now or hereafter have to laying venue of any suit, action or proceeding brought in such court, (b) any claim that any suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) any defense that it may now or hereafter have based on lack of personal jurisdiction in such forum.

Indemnification and Liability

To the extent permitted by law, you agree to hold USICG harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the Plan or of Plan related services by the City, Plan Administrator or other third party vendor. Subject to the limitations described below, USICG will be responsible for any claims, losses, damages, liabilities, costs or any other expenses attributable to any negligence or willful misconduct by USICG in the performance of our services under this Agreement.

The City and USICG mutually agree that, in the event of a claim of malpractice or professional negligence or wrongdoing in connection with this or any engagement, the following shall not be considered damages to the City and shall not be a liability to USICG, even if USICG is determined to have been in error, negligent or otherwise at fault: contributions to any City pension plan that would have been made in a different year had USICG's work product been correct; benefit amounts calculated by USICG and presented to participants in any City pension plan but not actually paid before the discovery of the error; any amounts that are recoverable by the City from a third party, even if the City decides not to recover such amounts; punitive damages; consequential damages; and prejudgment interest in excess of 6% per year, compound.

Recognizing that all actuarial calculations are estimates, and that methods of estimation are appropriate with respect to actuarial valuations, and recognizing that methods of estimation inherently produce results that are slightly different from the results of more precise calculations, and recognizing that the City may not reasonably rely on any actuarial valuation being absolutely precise, the following shall not be considered errors (and USICG shall have no liability therefore), regardless of how they are arrived at: any result in an actuarial valuation that differs from a more precise calculation by an amount less than 2% of the actuarial accrued liability of the plan or program to which the valuation relates, or if greater, 2% of the assets of held by, or in trust for, such plan or program.

In the event that excessive benefit amounts are paid to one or more participants of any the City pension plan or one or more employees or former employees of the City (referred to collectively as "Participants") as a result of an error by USICG, and USICG is determined to be liable for all or part of such excess, or if USICG reimburses the City for such excess amount,

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USICG shall have a subrogated right to any claim that may otherwise be held by the City or such pension plan for repayment of such excess benefits from such Participants. The City shall cooperate with USICG's right to collect such repayment from such Participants.

USICG shall not be liable to the City for any errors that are entirely or partially the result of USICG's use of incorrect or incomplete data provided to USICG by the City or, at the City's direction, by any employee, contractor or agent of the City, unless USI was negligent in failing to notice such data was incomplete or erroneous.

The City and USICG agree that there are no third party beneficiaries and that no person other than the City shall have the right to rely on USICG's work product or to sue USICG for damages relating thereto. USICG is not responsible for the City's funding of any employee benefit plan. USICG is not responsible to any employee or any participant or beneficiary in any employee benefit plan for any disclosure that should be made to that individual or for any advice given (or not given) to the City.

Any complaint, arbitration or lawsuit by the City or any related person or successor in interest shall be filed only against USICG and shall not be filed against any individual employee, officer, director, contractor, subcontractor or other natural person. Notwithstanding the above, there are no third party beneficiaries to this agreement and this paragraph shall be enforceable only by USICG.

USICG shall not be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or the other party's authorized agents; (b) interruptions or delays affected by information or communications systems not resulting from the fault of USICG; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d)suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country making it illegal or impossible for USICG to perform its obligation under the Agreement; or (h) other unusual circumstances not reasonably within the control of USICG.

The City shall compensate USICG for reasonable time and expenses associated with any of the following:

- Production of documents, depositions, testimony, or any other form of discovery or participation in any lawsuit, audit or legal proceeding whatsoever, by or between The City and any third party, or by or between any third party and USICG with respect to this engagement, provided however that this item shall not apply to a lawsuit between The City and USICG, nor to any lawsuit initiated by USICG.
- Any regulatory proceeding associated with this engagement (including, without limitation, any governmental or non-governmental body that regulates the actuarial profession or accredits actuaries) unless it is determined that USICG is materially at fault.

If an event occurs which might give rise to indemnification or compensation under this section, USICG shall promptly notify the City and shall permit the City to reasonably participate in the defense of or opposition to any such action, taking into account the relative economic risk of such action to USICG and the City.

Mutual Responsibilities

Timeliness and Accuracy of Data. You will provide us with the requested participant and other Plan information that we need in order to perform our services. It is the City's responsibility to ensure that such data is complete and accurate. USICG is not responsible for checking such data in any way. The City shall have an employee or other agent

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of the City review such data before it is provided to USICG and will ensure that the individual performing such review is knowledgeable with regard to the purposes for which the data is to be used. Such review will include reasonableness checks including the following: (1) that all dates are within a reasonable range of dates and are consistent with one another; (2) that all financial fields such as compensation are reasonable in amount; (3) that all items that may be verified by totals or counts are so verified; and (4) such other reasonableness checks as are prudent under the circumstances taking into account the need for accurate data. USICG may, at its discretion, review the data provided by the City for such reasonableness checks as it considers appropriate. If the data appears to be incorrect or incomplete, USICG shall notify the City and the City shall promptly review the data in light of such apparent inaccuracies and either notify USICG that the data provided was correct or provide corrected data. USICG will have no responsibility to independently verify the accuracy of the participant data that you provide. USICG is not responsible for or liable for use of incomplete or inaccurate data provided by the City or its agents unless USI was negligent in failing to notice such data was incomplete or erroneous. USICG assumes no responsibility to acquire information other than to request it from you or from third parties as authorized by you. USICG will not be liable for any errors or omissions made as a result of incomplete or incorrect information that is furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

The City shall promptly notify USICG if any data furnished is later determined to be incorrect or incomplete. The City shall furnish such correct data to USICG.

USICG may occasionally identify errors or discrepancies in the data, eligibility determination, contribution calculation, or other items. We will notify the City of any apparent discrepancies and will work with the City to resolve the discrepancies if requested. Resolving these discrepancies, and all work and rework associated with correction of incomplete or erroneous data is an additional service not included within the scope of our standard fees. USICG will be compensated at its regular hourly rates for performing such additional services, even if we have performed these additional services for no additional fee in the past.

In the event that the City provides USICG with incomplete data, inaccurate data, or the data is provided later than mutually agreed (or in the absence of prior agreement, later than two months prior to the due date of any project reliant on such data), all of USICG's deadlines for projects dependent on such data shall be extended by the period of time that the data is late plus the period of time needed to correct the data; provided however, that, recognizing USICG may have already committed to other work for other clients during such delayed time period, USICG may unilaterally extend such deadlines for an additional two months. In the event of an extension of any deadline in accordance with this paragraph, USICG shall not be responsible for any losses incurred due to such delay, including, without limitation, any penalties or costs associated with late filing of any government form, any penalties or costs associated with late provision of any notice to any plan participant, and any penalties or costs associated with any other compliance failure (including, for the avoidance of ambiguity, a late certification of the Adjusted Funding Target Attainment Percentage of any pension plan) that is a result of such delay.

Conversion. We will work with your current providers to determine an appropriate file format and record layout for any conversion data that we may need. You will be responsible for the payment of any fees charged by the current provider for its work to supply the

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conversion data that we need and answer questions that we may have.

We will accept the information and data provided by the prior service provider as correct and complete unless otherwise instructed by you. We will not audit those records for accuracy, compliance with government requirements or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records , even if review of such records would reveal obvious errors

If instructed by you or your legal counsel, and within the scope of our engagement, we will conduct reviews of Plan documentation, participant communication and/or Plan operation to evaluate whether your Plan was (were) in proper compliance with applicable law and regulations and/or the provisions of Plan documents for the specified period. We will report to you any issues we think should be addressed and will make recommendations for necessary action for consideration by you and your legal counsel.

Maintenance and Transfer of Records. USICG will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such time as a final payment in full is made to USICG for all outstanding fees and expenses to date, USICG will furnish the City, upon the City's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with USICG's file retention policies.

Limitations on USICG Services

USICG is not a law or accounting firm and does not provide legal or tax advice. Any documents that we prepare are specimen documents that are for review by your legal counsel and that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

USICG is not a fiduciary, investment advisor, or the plan administrator of the Plan within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise. You are responsible for all discretionary decisions relating to the Plan. USICG may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, USICG may perform certain services, acting as agent to the City and the fiduciaries to the Plan. USICG performs such services in an administrative, nondiscretionary capacity only according to Plan documents and other procedures and exercises no discretion as to the administration of the Plan and the management of Plan assets. USICG does not invest trust assets or prepare trust accounting statements. USICG does not monitor investment performance or the performance of investment management or advisors. USICG does not handle Plan assets. USICG does not provide services that would constitute investment advice to either the plan sponsor or any plan participant. USICG does not determine the value (or the appropriateness of the value) of any asset held by the Plan.

USICG Role in Regulatory Compliance. USICG helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These compliance requirements and duties are numerous, including, but not limited to:

- Participant communications, whether periodic or driven by participant or plan events
- Reporting and disclosure to regulatory authorities
- Maintenance of plan documents in accordance with law and regulation
- Financial transactions

USICG is ready to assist in each of these areas to ensure compliance. Unless otherwise

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specifically indicated in our description of services, the City is responsible for meeting all compliance requirements of the Plan.

COUNCIL COMMUNICATION

Meeting Date: 9/01/2022

Item Title: Retail Liquor Certificate of Compliance – 1st Choice Liquor & Wine

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

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 Kanubhai Patel for the 1st Choice Liquor & Wine at 1644 Middle Tennessee Blvd., which is a new location for retail liquor 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 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	Kanubhai Patel
Age	62
Home Address	287 Creek Lane
Residency City/State	McMinnville, TN 37110
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	1st Choice Liquor & Wine
Business Location	1644 Middle Tennessee Blvd.

Type of Application:

New Location	X
Ownership Change	
Name Change	

Corporation	
Partnership	
LLC	X
Sole Proprietor	

Application Completed Properly?	Yes
Application Completion Date:	8/16/2022

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

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Contract Extension with the Department of Veterans Affairs

Department: Fire Rescue

Presented by: Mark McCluskey, Chief

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Extension of the fire services contract with the Department of Veterans Affairs (VA).

Staff Recommendation

Approve extension of the fire services contract with the Department of Veterans Affairs for the Alvin C. York VA Medical Center.

Background Information

Although the Alvin C. York VA Medical Center is located outside City limits, MFRD has provided fire contract services to the VA facility for 22 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, 2023. VA will continue to pay the City the annual fee of $1,393,942 for services rendered.

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, $116,162, is incorporated in the Department's FY23 Budget.

Attachment

Department of Veterans Affairs contract

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.	PAGE 1 OF
626-23-1-4138-0001 626C30021	43

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
36C24923C0001	AWARDED: EFFECTIVE: 10-01-2022		36C24922Q0333	04-29-2022

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Christina Lawrence	615-225-3426	05-13-2022

9. ISSUED BY CODE

Department of Veterans Affairs
Network Contracting Office 9 (90C)
NCO 9
1639 Medical Center Parkway, Suite 400
Murfreesboro TN 37129

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

NAICS: 561990

SIZE STANDARD: $12 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS
Net 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

Department of Veterans Affairs
Alvin C. York VAMC
3400 Lebanon Pike

Murfreesboro TN 37129

16. ADMINISTERED BY CODE 90C

Network Contracting Office 9
Department of Veterans Affairs
Network Contracting Office (90C)
1639 Medical Center Parkway Suite 400
Murfreesboro TN 37129

17a. CONTRACTOR/OFFEROR CODE 33CP3 FACILITY CODE

MURFREESBORO, CITY OF

111 W VINE ST

MURFREESBORO TN 37130

TELEPHONE NO. UEI: CMF9NNK9Z7D6 EFT:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 90C

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:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	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: 10/01/2022-09/30/2023 Please reference Purchase Order Number 626C30021 on all invoices during this period. Wage Determination 2015-4647 (Rev. 20) date 06/27/2022 are applicable for this contract. Vendor POC: Mark Foulks P: 615-893-1422 Mark Foulks <mfoulks@murfreesborotn.gov> Contract POC: Christina Lawrence P: 615-225-3426 christina.lawrence2@va.gov COR: Jake Slivensky P: 615-873-6958 jake.slivensky@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
626-3630162-4138-850300-2580 0100341Y2

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$1,393,941.84

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 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

[X] 29. AWARD OF CONTRACT: REF. Quote OFFER DATED 03-17-2022. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) / 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Michael Edwards, Contracting Officer / 31c. DATE SIGNED

Table of Contents

SECTION A 1

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 3

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PRICE/COST SCHEDULE 4
ITEM INFORMATION 4
ACCOUNTING AND APPROPRIATION DATA 5
B.3 STATEMENT OF WORK 6
Reports: 8

SECTION C - CONTRACT CLAUSES 14

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 14
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 20
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 20
C.4 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION) 20
C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS 21
C.6 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020) 21
C.7 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION) 23
C.8 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) 25
C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION) 25

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 33

D.1 WAGE DETERMINATION 33

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:

Reisha Watson

615-893-1422

0076@murfreesborotn.gov

b. GOVERNMENT: Contracting Officer 36C249 Michael Edwards

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:

[X]	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	[X] 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.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12.00	MO	$24,705.470000	$296,465.64
	ENGINE COMPANY CAPTAINS, 3 EACH SERVICE CONTRACT FOR THE PERIOD OF 10/01/2022 THROUGH 9/30/2023 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. Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 561990 - All Other Support Services PRODUCT/SERVICE CODE: S202 - Housekeeping - Fire Protection LOCAL STOCK NUMBER: O-S1				
	Funding/Req. Number: 1			$296,465.64	626-23-1-4138-0001
0002		12.00	MO	$22,381.940000	$268,583.28
	ENGINE COMPANY DRIVER, 3 EACH Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 561990 - All Other Support Services PRODUCT/SERVICE CODE: S202 - Housekeeping - Fire Protection				
	Funding/Req. Number: 1			$268,583.28	626-23-1-4138-0001
0003		12.00	MO	$19,299.880000	$231,598.56
	ENGINE COMPANY FIREFIGHTER PARAMEDIC, 3 EACH Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 561990 - All Other Support Services PRODUCT/SERVICE CODE: S202 - Housekeeping - Fire Protection				

	Funding/Req. Number: 1			$231,598.56	626-23-1-4138-0001
0004		12.00	MO	$36,739.800000	$440,877.60
	ENGINE COMPANY FIREFIGHTER, 6 EACH Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 561990 - All Other Support Services PRODUCT/SERVICE CODE: S202 - Housekeeping - Fire Protection				
	Funding/Req. Number: 1			$440,877.60	626-23-1-4138-0001
0005		12.00	MO	$13,034.730000	$156,416.76
	ONE FIRE STATION Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 561990 - All Other Support Services PRODUCT/SERVICE CODE: S202 - Housekeeping - Fire Protection				
	Funding/Req. Number: 1			$156,416.76	626-23-1-4138-0001
				GRAND TOTAL	**$1,393,941.84**

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	626-3630162-4138-850300 Facility Safety, Occupa-2580 Non-Medical Contract and-0100341Y2	626-23-1-4138-0001 (P)	$1,393,941.84

B.3 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-nine (199) 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 Pumpers 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 requirements of the local Emergency Medical Services Agency (Rutherford County EMS).

The Contractor personnel shall be equipped and trained to at least the First Responder level. 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 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 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 PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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 Federal Acquisition Regulation (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 FAR 32.608-2 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 PRODUCTS AND COMMERCIAL SERVICES

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/

(End of Clause)

FAR Number	Title	Date
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
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

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 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition*. As used in this clause—

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https:/www.saferfederalworkforce.gov/contractors/.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of Clause)

C.5 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.6 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.

[X] 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.

[X] 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.

[X] 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.7 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [] Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) [] General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) [] Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. The Contracting Officer may, at their discretion, require the Contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the Contracting Officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed, and returned with the offeror’s bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, [*insert name of offeror*] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [*insert name of offeror*].

Printed Name of Signee:_____

Printed Title of Signee:_____

Signature:_____

Date:_____

Company Name and Address:_____

_____

(End of Clause)

C.8 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.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 products and commercial services:

[X] (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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.)

[X] (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]

[X] (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).

[X] (8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (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) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

[] (12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (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.

[X] (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 (NOV 2021) (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 (SEP 2021) 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 (SEP 2021) (15 U.S.C. 657s).

[] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

[X] (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (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 Concerns (SEP 2021) (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 (SEP 2021) (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) l(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[X] (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).

[X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (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.

[X] (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.

[X] (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[X] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

[X] (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 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.

[X] (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 (NOV 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).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (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 (FEB 2021).

[] (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C 2307).

[] (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 (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) 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 products and commercial services:

[X] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[X] (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
27070	$22.43

[] (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).

[X] (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).

[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 (NOV 2021) (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 (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 (NOV 2021) (46 U.S.C. 55305 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 products and commercial services 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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4647
Revision No.: 20
Date Of Last Revision: 06/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least $15.00 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 2022.
If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least $11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders
is available at https://www.dol.gov/agencies/whd/government-contracts.

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 Surface Programs	(see 2)	23.20
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***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00 per hour) or 13658 ($11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note

that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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: $4.80 per hour up to 40 hours per week or $192.00 per week or $832.00 per month

HEALTH & WELFARE EO 13706: $4.41 per hour up to 40 hours per week or $176.40 per week or $764.40 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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: 09/01/2022

Item Title: Purchase Firefighter Turnout Gear

Department: Fire Rescue

Presented by: Mark McCluskey, Chief

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of turnout gear for firefighters.

Staff Recommendation

Approve contract to purchase firefighter turnout gear.

Background Information

MFRD purchases turnout gear for new Fire Trainees and replaces Firefighter turnout gear throughout the year as needed. MFRD requests approval to purchase up to 25 sets of turnout gear through the Sourcewell Contract with NAFECO. State law and City Code allows for the use of contracts competitively bid through cooperative purchasing agencies like Sourcewell.

Council Priorities Served

Maintain Public Safety

Turnout gear provides protection to personnel allowing them to perform their job safely and effectively.

Fiscal Impacts

The expense, up to $78,325, is funded by the Department's FY23 budget.

Attachments

NAFECO quote and contract

DocuSign Envelope ID: A2BA49EE-D927-4700-A828-BF424B595B1D

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
NAFECO (North America Fire Equipment Company, Inc.)
FOR
PURCHASE OF LION TURNOUT GEAR

This Contract is entered into and effective as of the _____ day of _____ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **NAFECO (North America Fire Equipment Company, Inc.),** a Corporation of the State of Alabama ("Contractor") and authorized dealer of LION First Responder Fire Fighter PPE.

This Agreement consists of the following documents:

- ***This document***
- ***Sourcewell Contract #032620-LIO with LION First Responder PPE Inc. (hereinafter, Sourcewell Agreement),***
- ***Contractor's Quote #1157159 dated July 28, 2022,***
- ***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, Sourcewell Contract #032620-LIO with LION First Responder PPE Inc. (Sourcewell Agreement)***
- ***Lastly, Contractor's Quote #1157159 dated July 28, 2022***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase up to 25 sets of LION brand turnout gear as listed below and per descriptions listed on Contractor's Quote #1157159 dated July 28, 2022.

Part Number	Description
CVB-C4_1157159	LION V-Force BiSwing Coat, Gold Armor AP, C4 Glide Ice/Stedair 4000 Liner System, Yoke Lettering and Lettered Hanging Name Patch
PVF-C4_1157159	LION V-Force Pant, Gold Armor AP, C4 Glide Ice/Stedair 4000 Liner System. With Class II A-Frame Harness. Included EZ-HBack suspender

2. **Termination.** The term for this contract is from _____ (effective date) to May 7, 2024. 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.

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

3. **Price; Compensation; Method of Payment.**
   a. The price for the goods and other items to be provided under this Agreement is set forth in the Sourcewell Contract #032620-LIO and the Contractor's Quote #1157159 dated July 28, 2022; pricing is $1735.00 each for CVB-C4_1157159 Turnout Coats and $1398.00 each for PVF-C4_1157159 Turnout Pants as described on Contractor's Quote.
   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 20-24 weeks of order to: 1311 Jones Blvd., Murfreesboro, TN 37128. Delivery Contact: Deputy Chief Roger Toombs (tel.: 615-893-1422, email: rtoombs@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 on Contractor's Proposal. 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.
   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.

4. **Warranty.** Contractor agrees to the standard manufacturer's warranty. The warranty period begins on the date the equipment is delivered and accepted by City.

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.

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

7. **Insurance.** 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."

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

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2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:
NAFECO
Attn: Ronald Woodall, Vice President
1515 W. Moulton St.
Decatur, AL 35601
ronald.woodall@NAFECO.com

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

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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.

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

    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.**

17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder

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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. **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, 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.

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 to appear on following page]

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IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

NAFECO

DocuSigned by:
By: Ronald Woodall
Ronald Woodall, Vice President

APPROVED AS TO FORM:

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

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NAFECO
1515 West Moulton Street
Decatur, AL 35601
Phone: 800-628-6233

info@nafeco.com

QUOTE

Quote Number: 1157159
Date: 7/28/22
Quote Expiration: EXPIRES 30 DAYS

To: MUR025
MURFREESBORO FIRE DEPARTMENT
220 NORTH WEST BROAD STREET
MURFREESBORO, TN 37130
United States of America

F.O.B. Point: DESTINATION
Salesperson: NAFECO-Fire Division
Quote Prepared By: Jessica Franks

Qty.	U/M	Item No.	Description	Each	Amount
25	EA	CVB-C4_1157159	LION V-Force BiSwing Coat, Gold Armor AP, C4 Glide Ice/	1735.00	43,375.00
			Stedair 4000 Liner System, Yoke Lettering and Lettered		
			Hanging Name Patch.		
25	EA	PVF-C4_1157159	LION V-Force Pant, Gold Armor AP, C4 Glide Ice/Stedair 4000	1398.00	34,950.00
			Liner System. With Class II A-Frame Harness. Includes		
			EZ-HBack suspender.		
			~~		
			- Pricing includes delivery.		
			- Lead time is currently 5-6 months ARO.		
			- Pricing per Sourcewell Coop Contract 032620-LIO.		
			Please see attached supporting documents.		
			Sub-Total:		$78,325.00
			Quote Total:		$78,325.00

Thank you for your business !

NOTE: All accounts are subject to sales tax charges unless a valid state tax exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

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Sourcewell

Sourcewell
Awarded Contract

LION First Responder

Firefighting PPE

#032620-LIO

Maturity Date: 05/07/2024

Products & Services

Products & Services

Sourcewell contract 032620-LIO gives access to the following types of goods and services:

- Turnout gear
- Helmets
- Gloves
- Boots
- Hoods
- CBRN
- StationWear
- RescueWear
- PPE maintenance
- Fire training
- First Responder training products

Become a Member

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Sourcewell

LION First Responder PPE #032620-LOI

Pricing for contract #032620-LIO is provided at discount range of 3% - 35% from MSRP price list to Sourcewell participating agencies.

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Contract # 032620-LIO

Sourcewell - LION First Responder

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Core Training Products	3%

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LION
ready for action

7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

RETAIL

Department:	Dealer Hdqtrs.		
Murfreesboro Fire Dept 220 N.W. Broad Street Murfreesboro, TN 37130	NAFECO Ronald Woodall 1515 W. Moulton St. Decatur, AL 35601 USA	Reference #	PSGQ27883-RET
		Dist Sls Mgr	Vince Suggs
		Sales Coord.	Jay Salyers
		Prepared By	Jay Salyers
		Start	
		Expiration	10/31/2022

Document Name **PSGQ27883_RETAIL**
Freight Terms
Payment Terms
Shipment ARO
Ship Via

PSGQ27883-RE *Pricing Page: 1*

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
1	1			$3,387.00	$3,387.00
		*** CUSTOM TURNOUT COAT - 2022 ***			
2		>>> 38" COAT LENGTH (upcharge) $112.00			
3					
4		**Coat Model / Design** — **V-Force® Bi-Swing Coat** LION® Turnout V-Force® Bi-Swing Coat			
5		**Coat Model / Design** — **CVBM/F** MALE 29" (CVBM-29), 30.5" (CVBM-305), 32" (CVBM-32), 33.5" (CVBM-335), 35" (CVBM-35) & 38" (CVBM-38); FEMALE 29" (CVBF-29) & 32" (CVBF-32)			
6					
7		**Coat Liner & Moisture Barrier** — **C4 - Traditional** Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 1.5 oz Araflo® 7.0 oz., StedAir 4000/Nomex Pajama Check laminated membrane. 3.0 oz NOMEX® IIIA Chambray Dri Facecloth ***Additional $56 charge for 38" lengths based on 32" length coat liner			
8		**Coat Inner Yoke Reinforcement** — **LYR232** C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back yokes sewn to coat thermal liners. - V-Force Bi-Swing			
9		**Coat Water Well** — **CLW227** Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth/StedAir 4000 with 1" elastic wrist shield. Waterwell with 3/4" loop,			

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Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price

male snap, sewn to coat liner sleeves. - V-Fit

10 **Coat Wristlets** CLW758

6" isodri wristlet sew to liner system with 5/8"x3 1/8" nomex webbing thumbloop.

11 **Coat Outer Shell Material** Armor AP

Armor AP, 6.5 oz, Gold

12 **Drag Rescue Device** BHS020

(Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap with rounded corners. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.

13 **Reflective Trim** CT234RPY

3" NYC L/Y Diamond Oralite (Reflexite) Ventilated Triple Trim for V-Force Bi-Swing

14 **Coat Shell Attachment** CSA709

(Std) 1x2" Self Fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). (Standard on V-Force)

15 **Coat Collar** CR236S

3" split self fabric collar with STEDAIR 4000 lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure. V-Fit

16 **Collar Flashing** CLF221S

3" Self fabric, STEDAIR 4000 lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236S & CR237S

17 **Liner Inspection System** CLO208

(Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats

18 **MISC. Fasteners** MF020

(Std) 1.5x3" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit

19 **Coat Cuff Reinforcement** CC711-BLK

Black Poly-Coated Aramid Cuff Reinforcements - V-Fit

20 **Coat Elbow Reinforcement** EB517

(Std) Contoured self fabric elbow patch - no padding, V-Force Bi-Swing

21 **Coat Shoulder Reinforcement** SC715

(Std) Self fabric shoulder caps

22 **Coat Closure System** SF244S

2.5" Stormflap (square corners) w/ 2 layers self-fabric & 1 layer STEDAIR 4000, thermal plastic zipper in (bottom 3" of zipper on left side is angled out), 1.5" hook & loop out (zipper in, loop on coat front, ****hook on

DocuSign Envelope ID: A2BA49EE-D927-4700-A828-BF424B595B1D

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price

stormflap****) w/ PCA tab for V-Fit Bi-Swing coat

23 **Instructions for Above** — **SPECIAL INSTRUCTIONS**

>>> SF244STO RECEIVE MT550 3" below top; angled to 1:00 (o'clock)

24 **Turn-Out Pockets** — **HP661**

(2) 8x8x2" Full Bellow & handwarmer combination pocket w/ 6" opening on bellow side. Full-Bellow pocket lined with KEVLAR® twill fully lined 3 sides inside pocket. KEVLAR® twill backer. Handwarmer lined with fleece. 1 pc. 1.5" x 8" loop on pocket & 1 pc. 1.5" x 9" hook on flap.

25 **Item Location for Above**

Front bottom- Left & Right: FLAPS TO REC. PKTM001

26 **MISC** — **PKTM001**

(2) 8.5x1" Lite-N-Dri padding for pocket flap pull tab

27 **Turn-Out Pockets** — **RP837**

3x7x2" Radio Pocket with polycotton fully lined all 3 sides inside pocket, 1 piece 1.5x3" horizontal loop on pocket & 1 piece 1.5x3" horizontal hook on flap. Antenna notch on each side of the flap.

28 **Item Location for Above**

Left Chest

29 **Emblem** — **EM5**

2x3" American Flag Emblem (Stars on upper right corner)

30 **Item Location for Above**

Upper right sleeve

31 **Flashlight Strap** — **FLS558**

2x10" self fabric strap with 1 piece 2x3" hook on one end & 1 piece 2x3" loop on the other end, strap to be X-stitched on.

32 **Item Location for Above**

Right Chest just above chest trim; 3.5 " below MT562.

33 **Lettering Patches** — **LP34**

5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.

34 **Lettering Patch Attachment** — **LPV13**

There shall be 1.5x18" hook sewn to top edge of 5x18" patch and 1.5x18" loop sewn with while thread through the trim to coat back inside at hem.

35 **Lettering Patch Attachment** — **LPS6**

1 male snap at top corners of letter patch & 2 female logo snaps on inside of shell to align with the male snaps = 2 male & 2 female nonlogo snaps.

36 **Sewn On Lettering** — **LTRP2YNS**

Sewn On 2" Lime Yellow Oralite Diamond Plated Letters (each line) 6 - 12 Alpha Numeric Name Characters

DocuSign Envelope ID: A2BA49EE-D927-4700-A828-BF424B595B1D

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
37		**Lettering** Lettering shall be for FF Last Name.			
38		**Location for Lettering** On above patch (LP34)			
39		**Sewn On Lettering** Sewn On 2" Lime Yellow Oralite Diamond Plated Letters (each line) 6 - 12 Alpha Numeric Name Characters	**LTRP2YNS**		
40		**Lettering** Lettering to read - MURFREESBORO			
41		**Location for Lettering** Arched on yoke			
42		**Mic Tab** 1.5x3" self fabric mic tab w/ hard leather inside, bartack on each end.	**MT562**		
43		**Item Location for Above** Right chest 3" above FLS558			
44		**Mic Tab** 1x2" Self fabric mic tab bartacked at each end.	**MT550**		
45		**Item Location for Above** SF 3" below top; angled to 1:00 (o'clock)			
46		**Hanger Loop** Standard 5/8" x 5 1/2" Self fabric hangerloop.	**HL02**		
47					
48	1	*** CUSTOM TURNOUT PANTS - 2022 ***		$2,775.00	$2,775.00
49		--- INCLUDES SUSPENDERS ---			
50					
51		**Pant Model / Design** V-Force® Pant	**PVFM/F**		
52		**Pant Liner & Moisture Barrier** Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 1.5 oz Araflo® 7.0 oz., StedAir 4000/Nomex Pajama Check laminated membrane. 3.0 oz NOMEX® IIIA Chambray Dri Facecloth	**C4 - Traditional**		
53		**Liner Inspection System** (Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.	**PLO200**		

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Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
54		**Pant Outer Shell Material** Armor AP, 6.5 oz, GOLD	**Armor AP**		
55		**MISC. Fasteners** (Std) 1x3" hook sewn to right shell front for the pant liner inspection system.	**MF018**		
56		**Pant Fly Closure** Fly Right Side: Sewn on pant FLY with STEDAIR 4000, closure thermo plastic zipper inside with 1.5" hook & loop, 3/4" hook underneath STEDAIR 4000 for liner attachment - right side V-Fit	**FLY233S-R**		
57		**Pant Harness System** Black LION Aeroscape Class II A-Frame Harness - Closure on Right (USE PMO715, BL078, BL080). Can't use with front or side take-up. Available Sizes: Small (28-32) (FI6953036), Medium (34-38) (FI6954036), Large (40-44) (FI6955036), Extra Large (46-52) (FI6956036), 2XL (54-62) (FI6957036)	**BHS066**		
58		**Instructions for Above** >>>> BHS067 TO USE FLY233S; FBP1091 TO BE LEFT THIGH. BHS066 TO USE FLY233S-R; FBP1091 TO BE RIGHT THIGH.	**SPECIAL INSTRUCTIONS**		
59		**Instructions for Above** >>>> DELETE STD BHS013 & BL007.	**SPECIAL INSTRUCTIONS**		
60		**Belts and Harnesses** Vertical Belt Loop - 5 Self fabric belt loops made using (2) sep 1x2.5" straps that close with 1x2" hook & loop, bartacked 1/2" down from top of pant. see drawing for belt loop placement. -For Aeroscape Class II & Aframe harnesses. >>> FOR USE WITH BHS064, BHS065, BHS066, BHS067 ONLY - NOT COMPATIBLE WITH BELT	**BL078**		
61		**Belts and Harnesses** Hoizontal Belt Loop - (1) 1.75x4.5" Self-fab belt loop made using (2) 5/8" straps w/1.75x1.5" hook on 1 end & 1.75x3" loop folded over on other end, xstitch hook to shell. (1)1.5x5" self-fabric loop w/1.5x2" hook & loop, xsticth through loop & add 4 bartacks to each betlt loop. SEE CAD DRAWING FOR BL LENGTH AND PLACEMENT >>> FOR USE WITH BHS066, BHS067 ONLY- NOT COMPATIBLE WITH BELT OR CLASS II HARNESSES	**BL080**		
62		**Leg Tabs** (Std) 2 Black Leather leg tabs per leg with non-logo female snaps.	**LGT000-BLK**		
63		**Pant Knee Reinforcement** Black Poly coated aramid contoured knees with 2 layers Lite-N-Dri	**KP214-BLK**		

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Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
		padding V-Fit.			
64		**Pant Cuff Reinforcement** Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.	**PC504-BLK**		
65		**MISC. Pant Options** "Boot cut" pant legs.	**PMO542**		
66		Pant Pockets			
67		**Turn-Out Pockets** 10.5X10X9X2.25"FBP PKT W/KVL 5"UP IN,PCA 4" UP OS,9X4"IN FLP W/1X9"HK,1X9"LP IN PKT,7.5X7.5"PCA PTCH OUTSD PKT,LINED W/BLK LEA&KEV, DVDED EQUALLY 3.75"EA SD,VERT BTK,11.75X8.5"FLP W/RD CRN& 8.5X1"PDG,7.5X2"HK,7.5X2"LP FRT PKT.ANTCH FRT SD	**FBP1091**		
68		**Item Location for Above** Thigh (SEE PO)			
69		**Turn-Out Pockets** 9x10x2" Full bellow pocket with PCA up 5" on outside of pocket, fully lined in all 4 sides with KEVLAR®. Additional 2 layers of outershell fabric lined with KEVLAR® on shell inside pocket. First layer 6.5" high, second layer4.5" high, both layers stitched in 3" increments to create 6 compartments. 1pc 2x9" loop on pocket, 3 pcs 1.5x3" hook on flap.	**FBP1012**		
70		**Item Location for Above** Thigh (OPPOSITE FBP1091: FLAP TO REC. PKTM001			
71		**MISC** 8.5x1" Lite-N-Dri padding for pocket flap pull tab	**PKTM001**		
72		**Turn-Out Pockets** 3x6.5x2" Radio pocket w/polycotton fully lined all 3 sides inside pocket, 1pc. 1x2" loop on pocket & 1pc. 1x2" hook on flap.	**RP553**		
73		**Item Location for Above** Right lower leg 1" above Trim on rear (1/2" over from vertical seam to outside)			
74		**Reflective Trim** 3" Yellow Diamond Reflexite Ventilated Reflective trim around leg bottoms- 4 rows lockstitch.	**PTC4RP3Y**		
75		**Suspender Tabs** Four 2" wide self material suspender tabs with 1.75x3" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.	**PMO210**		
76		**Suspenders** 42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders with trim w/ 2" metal loops, Black (Requires PMO210)	**SB342T=01**		

DocuSign Envelope ID: A2BA49EE-D927-4700-A828-BF424B595B1D

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
77					
78		*** OPTIONS ***			
79	1	**Smoke Resistant**	**A-REDZONE-COAT**	$548.00	$548.00
		Smoke Resistant Upgrade - V-Force Coat			
80	1	**Instructions for Above**	**SPECIAL INSTRUCTIONS**		
		>>> INDICATE ON PO COLOR (RED OR BLACK) OF VELCRO ON STORM FLAP AND IF CUFF NEEDS CHANGED TO RED NOMEX.			
81	1	**Smoke Resistant**	**A-REDZONE-PANT**	$183.00	$183.00
		Smoke Resistant Upgrade - V-Force Pants			
82	1	**Instructions for Above**	**SPECIAL INSTRUCTIONS**		
		>>> INDICATE ON PO IF CUFF NEEDS CHANGED TO RED NOMEX.			

SubTotal	$6,893.00
Sales Tax	$0.00
Shipping	$0.00
Total	**$6,893.00**

Because of tax rules, the exact shipping locations, and the time that an order is submitted, the above tax is for reference only. Any applicable tax will be applied to the order at the time the order is received.

Lion First Responder PPE, Inc. hereby gives notice of its objection to any different or additional terms or conditions except for any such terms and conditions as may be expressly accepted by Lion First Responder PPE, Inc. in writing. Unless different or additional terms and conditions are accepted in writing, the terms and conditions stated above shall apply, and such terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties.

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Approval to Purchase Reporting Software

Department: Fire Rescue

Presented by: Mark McCluskey, Chief

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of ZOLL Reporting Software.

Staff Recommendation

Approve the purchase of ZOLL Reporting Software.

Background Information

MFRD requests to purchase ZOLL Reporting Software for fire reports, patient care reports, and inventory of medical supplies. This software integrates with our cardiac machines to relay accurate patient information into reports. It will also serve as quality assurance for tracking medical supplies and billing of supplies to the County. ZOLL is a single-source provider for this software.

Total for the ZOLL software for 3 years is $110,400. The one-time Service Fee of $10,500 and first Annual Fee of $33,300 is included in the Department's FY23 budget.

Council Priorities Served

Maintain public safety

The use of this software helps maintain operational readiness and efficiency of operations.

Fiscal Impacts

The annual expense and the Service Fee of $43,800 is included in the Department's FY23 budget.

Attachment

ZOLL Quote and Contract

DocuSign Envelope ID: 857B9789-01FF-4E3C-BC55-FBB52B50A8F5

Order **Order No.: Q-32749**

THIS ORDER FORM (this "**Order**") is made as of the date on which both parties have signed below (the "**Effective Date**") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("**ZOLL**") and City of Murfreesboro, Tennessee, on behalf of Murfreesboro Fire & Rescue Department (the "**Customer**").

Bill To: Murfreesboro Fire & Rescue Department PO Box 1139 Murfreesboro, TN 37133 **Email for Notices:** jflynt@murfreesborotn.gov	**Ship To: Murfreesboro Fire & Rescue Department** 220 N.W. Broad Street Murfreesboro, TN 37130

Territory Manager: Tim Malone **Offer Expires:** 09/30/2022

Professional Services

Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price
EMCS-IMP	---	**emsCharts Implementation Day (Excludes T&E)**	3	$1,500.00		$1,500.00	$4,500.00
FR-IMP	---	**Fire Reports Implementation Day (Excludes T&E)**	3	$1,500.00		$1,500.00	$4,500.00
emscFDC1	---	**emsCharts Fire Reports Data Conversion – Additional 1 Year of Data**	2	$500.00		$500.00	$1,000.00
emscFDC3	---	**emsCharts Fire Reports Data Conversion - 3 years of Data**	1	$500.00		$500.00	$500.00

ASP Services

Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees or One Time Charge	Monthly Fees
ZEMSC	HL	**ZOLL emsCharts (Per PCR)**	1250	$1.00	10%	$0.90	$13,500.00	*$1,125.00*
ZEMSC-CMZ	HL	**ZOLL emsCharts - Core Modules w/ ZOLL Defibs (Per PCR)**	1250	$0.80		$0.80	$12,000.00	*$1,000.00*
ZFR	HL	**ZOLL Fire Reports (Per Incident)**	500	$1.00	10%	$0.90	$5,400.00	*$450.00*
ZFR-IM	HL	**ZOLL Fire Reports - Inventory Module (Per PCR)**	500	$0.40		$0.40	$2,400.00	*$200.00*

Comments: Move from Enterprise RN ePCR and FireRMS to emsCharts and Fire Reports. ICC codes (third party) not included.

*MONTHLY FEES:	$2,775.00
*ANNUAL FEES:	$33,300.00
***ANNUAL FEES FOR INITIAL TERM:**	$99,900.00
PROFESSIONAL SERVICES FEES:	$10,500.00
***TOTAL FEES FOR INITIAL TERM:**	**$110,400.00**

Professional Services Expenses. Customer will reimburse ZOLL for Expenses incurred by ZOLL in providing the Professional Services. Any estimated Expenses above are based on the facts that ZOLL currently knows and represent ZOLL's good faith assessment of the time and materials required.

ASP Services Payment Terms: ZOLL will invoice Customer for the sum of any One-Time Fees and the Professional Services Fees listed above for the deployment of each of the ASP Services listed above upon completion of the Professional Services for which such Professional Services Fees are payable. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services.

Additionally, ZOLL will invoice Customer upon the earlier of the Deployment Date or 60 days after on the Effective Date (the "**Monthly Fees Commencement Date**") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees listed above for such ASP Services (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to $10 per month for any Registered User in excess of 200% of the Concurrent Users Cap.

Monthly Fees are payable in advance for each month of ASP Services ("**Monthly Service Period**"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Monthly Fees Commencement Date (the "**Initial Term**") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services or Software set forth in this Order.

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*** Adjustments to Fees:** Fees are subject to adjustment based on quantity as set forth in the attached Adjustment-to-Fees Addendum, including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users.

Existing Licenses: Upon the Deployment Effective Date, (i) Customer's existing licenses for Enterprise ePCR and FireRMS (the "**Existing Licenses")** shall terminate and (ii) if the Deployment Effective Date is before the end of a quarter, then Customer shall be entitled to a credit from ZOLL for the amount of prepaid Maintenance Fees attributable to the Existing Licenses for the period beginning on the Deployment Effective Date and ending on the last day of such quarter.

Additional Terms for the City of Murfreesboro being a political subdivision of the state of Tennessee:

- Choice of Law and Venue: This Agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court of Tennessee, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
- Immunity: Customer's obligations to indemnify, defend and hold ZOLL and its agents, officers, directors and employees harmless under the Agreement are subject to Article II, Section 29 of the Tennessee Constitution and are enforceable only to the extent permitted by Tennessee law. To the extent required by Tennessee law, Customer's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.
- Disclaimer of Warranties: ZOLL's disclaimers of warranties under the Agreement are enforceable except to the extent prohibited by Tennessee law.
- Non-appropriations: ZOLL acknowledges that Customer is a governmental entity, and payments under this Agreement are based upon the availability of public funding under its authority. In the event Customer fails to appropriate funds or make monies available, after making due efforts, for the subsequent fiscal year covered by the term of this Agreement for the services to be provided, Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without further liability for the subsequent fiscal year payment and such termination shall not be a breach of this Agreement.
- Public Records: Customer is a public agency subject to the Tennessee Public Records Act, set out in T.C.A. §10-7-503 et seq. Accordingly, no claim of confidentiality or proprietary information in all or any portion of information submitted by ZOLL to Customer in furtherance of this Agreement will be honored unless a specific exemption from the Public Records Act exists.
- Order of Precedence: In the event of any inconsistency between this Order and any other portion of the Agreement, the terms and conditions of this Order will control.

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT https://www.zolldata.com/legal, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.

Authorized Signature:

DocuSigned by:
Sandy King
D1D2A604E6044D5...

Name: Sandy King
Title: Director of Operational Accounting
Date: 8/26/2022

City of Murfreesboro, Tennessee on behalf of Murfreesboro Fire & Rescue Department

Authorized Signature:

Name:
Title:
Date:

APPROVED AS TO FORM
DocuSigned by:
Adam F. Tucker
43A2025561F9477...
Adam F. Tucker, City Attorney

DocuSign Envelope ID: 857B9789-01FF-4E3C-BC55-FBB52B50A8F5

Adjustments-to-Fees Addendum **Order No.: Q-32749**

*** Adjustments to Fees:** Fees in the Order Form to which this addendum is attached (the "**Order**"), and of which it is a part, are subject to adjustment based on quantity as specified below ("**Qty**"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Product	Basis for Adjustment
ZOLL emsCharts ZOLL emsCharts – Critical Care	Qty of PCRs (the "**PCR Volume**") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th month after the Monthly Fees Commencement Date for *ZOLL emsCharts* and each anniversary of such date (a "**PCR Audit**"). Should actual PCR Volume (the "**Actual PCR Volume**") for the preceding 12-month period (the "**PCR Audit Period**") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "**Estimated PCR Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "**Per-PCR Price**"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
ZOLL Fire Reports	Qty of Fire Reports (the "**Fire Report Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Fire Reports and each anniversary of such date (a "**Fire Report Audit**"). Fire Report Volume (the "**Actual Fire Report Volume**") for the preceding 12-month period (the "**Fire Report Audit Period**") exceed 110% of the quantity of Fire Reports that was the basis for Monthly Fees in the Fire Report Audit Period multiplied by 12 (the "**Estimated Fire Report Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-Fire Report price listed in the Order (the "**Per-Fire Report Price**"). Should the Actual Fire Report Volume be less than the Estimated Fire Report Volume by more than 10% during the Fire Report Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Fire Report Volume multiplied by the Per-Fire Report Price. Future billings of the Monthly Fee will be adjusted based on the Actual Fire Report Volume as determined by the Fire Report Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%.

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Mandatory Referral for Dedication of Gas Easements along Thompson Lane

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow dedication of Atmos gas easements on City-owned properties on Thompson Lane.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on August 17, 2022.

Background Information

In this mandatory referral [2022-722], Council is being asked to consider the dedication of natural gas easements on City-owned properties along Thompson Lane. The affected parcels include the properties where the Thompson Lane trailhead, MFRD Station 7, and Erma Siegel Elementary School are located. The easements on the trailhead and school properties are permanent while the easement on the MFRD property is temporary.

Council Priorities Served

Expand Infrastructure

The proposed easements will accommodate natural gas lines in conjunction with the proposed Thompson Lane road widening project.

Attachments:

1. Memo from Deputy City Attorney
2. Exhibits of easements in question

MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT

TO: Chair Jones and Members of the Planning Commission

FROM: David A. Ives

DATE: August 4, 2022

RE: Easements to ATMOS Energy

For August 17, 2022
MANDATORY REFERRAL

In connection with the Thompson Lane widening project, ATMOS Energy needs permanent easements across a portion of the Thompson Lane Trailhead and Siegel Elementary School and a temporary easement over a portion of FRD Station 7.

Copies of drawings illustrating the requested easements are attached.

I request your recommendation of granting these easements to City Council.

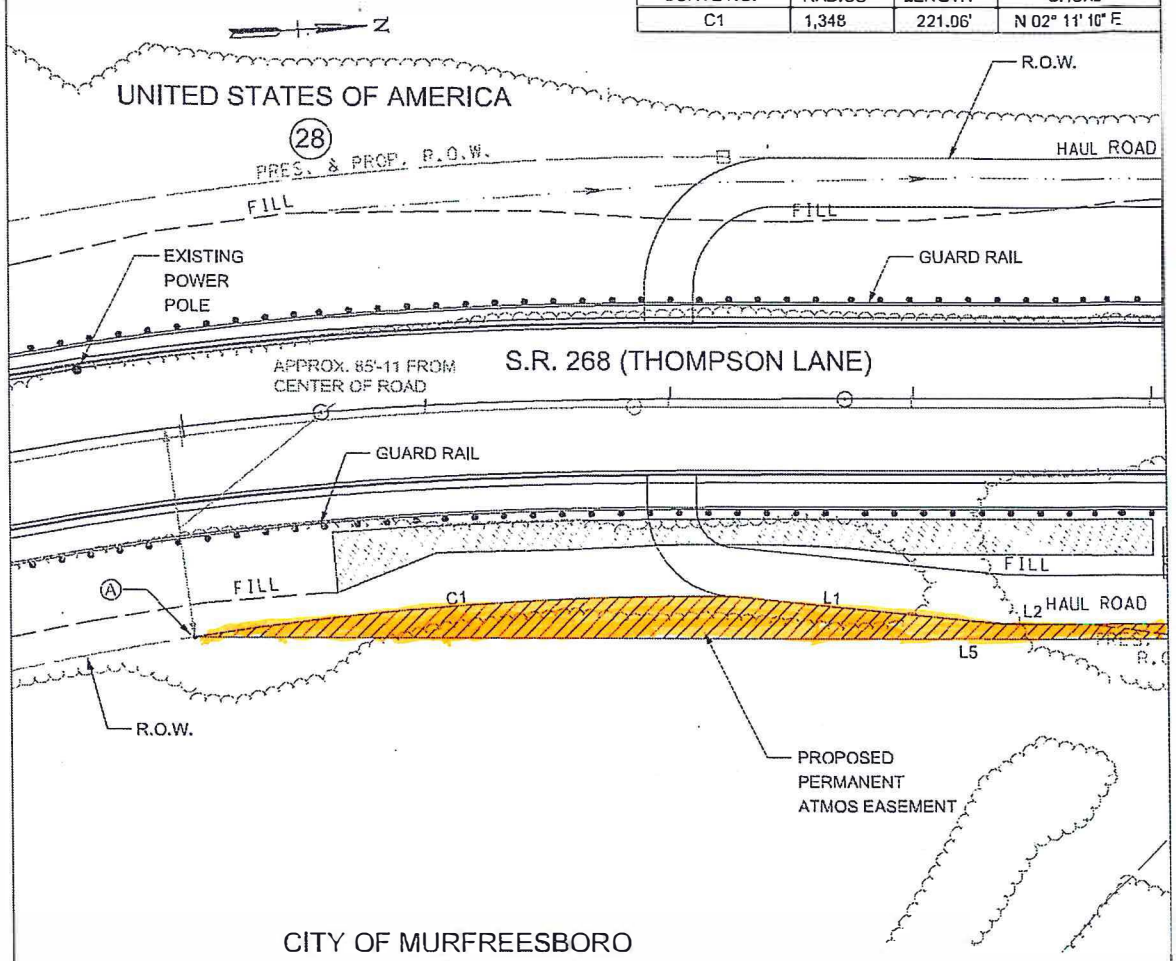
I will be happy to answer any questions.

EXHIBIT "B-1"

DESCRIPTION	SQ. FT	ACREAGE
PROPOSED PERMANENT EASEMENT AREA	5,646	0.1296

CURVE TABLE

CURVE NO.	RADIUS	LENGTH	CHORD
C1	1,348	221.06'	N 02° 11' 10" E



CITY OF MURFREESBORO

29

Tax Map 069 Parcel 057.01
Property Address: N. Thompson Lane
Murfreesboro, TN
Record Book 562 Page 653

Ⓐ P.O.B. PROPOSED PERMANENT EASEMENT 118.92' FROM EXISTING POWER POLE
N: 565732.39, E: 1843222.62
(DATUM ADJUSTED)

Ⓑ P.O.E. OF PROPOSED PERMANENT EASEMENT PROPERTY CORNER
N: 566354.87, E: 1843239.57
(DATUM ADJUSTED)

LEGEND

- TEMPORARY WORKSPACE EASEMENT
- PROPOSED EASEMENT
- PROPERTY LINE
- PROPOSED GUARD RAIL

PERMANENT EASEMENT

LINE	BEARING	LENGTH
L1	N 07° 56' 16" E	110.68'
L2	N 02° 25' 02" E	200.00'
L3	N 01° 16' 17" E	92.37'
L4	S 52° 52' 43" E	8.71'
L5	S 02° 13' 02" W	617.69'

Easement Notes:

1. This exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This Exhibit does not warrant title or ownership. Owners and property information are shown in accordance with the County Property Assessors Records and County GIS.

EXHIBIT 1
(2 Pages)

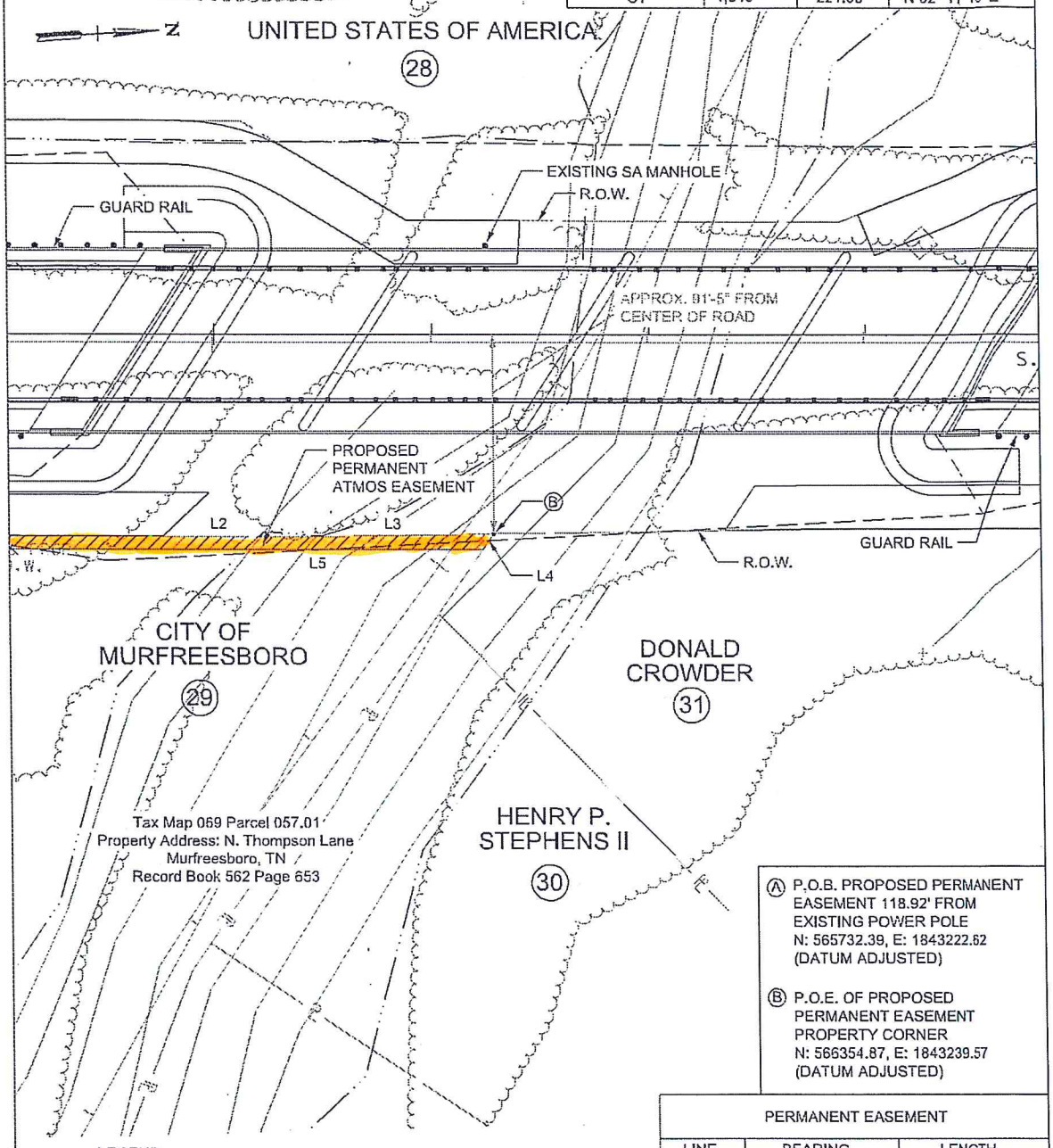
ATMOS ENERGY 810 Crescent Centre Dr., Suite 600 Franklin, TN 37067-6226 (615)771-8363	Easement Exhibit Across the Land of City of Murfreesboro County of RUTHERFORD Tennessee CLT Map No. 069 Parcel No. 057.01 Record Book 562 Page 653	**EXHIBIT "B-1"** (TRACT 29) 1 of 2 Scale: 1" = 60'	Prepared By: Gresham Smith Address: 2095 Lakeside Centre Way, Suite 120 Knoxville, Tn 37922 Date: 09/01/2021 T.O.No: 40230.12 Drawn By: TMA Checked By:TRS

EXHIBIT "B-2"

DESCRIPTION	SQ. FT	ACREAGE
PROPOSED PERMANENT EASEMENT AREA	5,646	0.1296

CURVE TABLE

CURVE NO.	RADIUS	LENGTH	CHORD
C1	1,348	221.06'	N 02° 11' 10" E



Ⓐ P.O.B. PROPOSED PERMANENT EASEMENT 118.92' FROM EXISTING POWER POLE
N: 565732.39, E: 1843222.62
(DATUM ADJUSTED)

Ⓑ P.O.E. OF PROPOSED PERMANENT EASEMENT PROPERTY CORNER
N: 566354.87, E: 1843239.57
(DATUM ADJUSTED)

PERMANENT EASEMENT

LINE	BEARING	LENGTH
L1	N 07° 56' 16" E	110.68'
L2	N 02° 25' 02" E	200.00'
L3	N 01° 16' 17" E	92.37'
L4	S 52° 52' 43" E	8.71'
L5	S 02° 13' 02" W	617.69'

LEGEND

- TEMPORARY WORKSPACE EASEMENT
- PROPOSED EASEMENT
- PROPERTY LINE
- PROPOSED GUARD RAIL

Easement Notes:

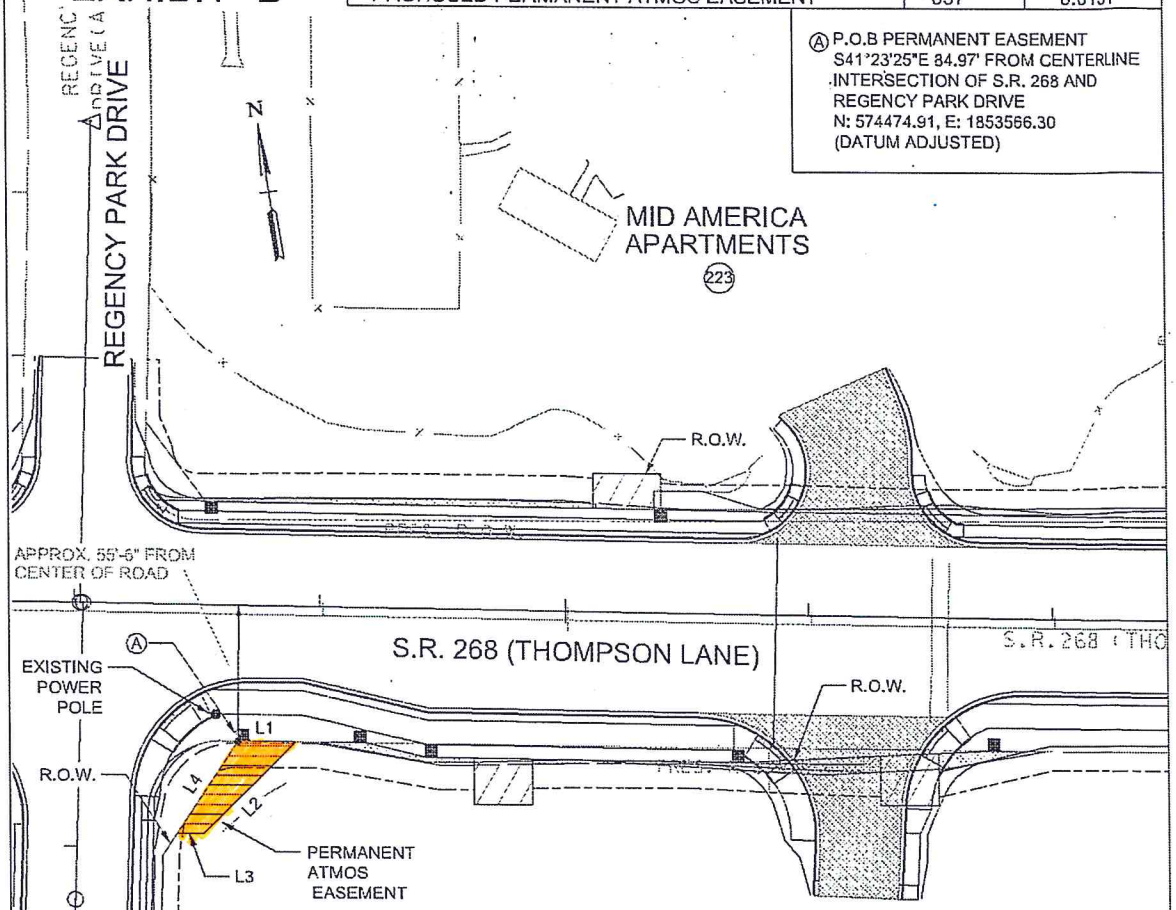
1. This exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This Exhibit does not warrant title or ownership. Owners and property information are shown in accordance with the County Property Assessors Records and County GIS.

ATMOS ENERGY 810 Crescent Centre Dr., Suite 600 Franklin, TN 37067-6226 (615)771-8363	Easement Exhibit Across the Land of City of Murfreesboro County of RUTHERFORD Tennessee CLT Map No. 069 Parcel No. 057.01 Record Book 562 Page 653	**EXHIBIT "B-2"** (TRACT 29) 2 of 2 Scale: 1" = 60'	Prepared By: Gresham Smith Address: 2095 Lakeside Centre Way, Suite 120 Knoxville, Tn 37922 Date: 09/01/2021 T.O.No: 40230.12 Drawn By: TMA Checked By:TRS

EXHIBIT "B'

DESCRIPTION	SQ. FT	ACREAGE
PROPOSED PERMANENT ATMOS EASEMENT	657	0.0151

Ⓐ P.O.B PERMANENT EASEMENT
S41°23'25"E 84.97' FROM CENTERLINE
INTERSECTION OF S.R. 268 AND
REGENCY PARK DRIVE
N: 574474.91, E: 1853566.30
(DATUM ADJUSTED)



CITY OF MURFREESBORO
222

Tax Map 058 Parcel 069.02
Property Address: 135 W. Thompson Lane
Murfreesboro, TN
Lot 1, Plat Book 505 Page 483
Record Book 19 Page 35

LEGEND

TEMPORARY WORKSPACE EASEMENT
PROPOSED EASEMENT
PROPERTY LINE

PERMANENT ATMOS EASEMENT		
LINE	BEARING	LENGTH
L1	S 82° 29' 49" E	23.81'
L2	S 52° 12' 18" W	53.69'
L3	N 82° 50' 22" W	10.66'
L4	N 40° 16' 57" E	45.46'

Easement Notes:
1. This exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This Exhibit does not warrant title or ownership. Owners and property information are shown in accordance with the County Property Assessors Records and County GIS.

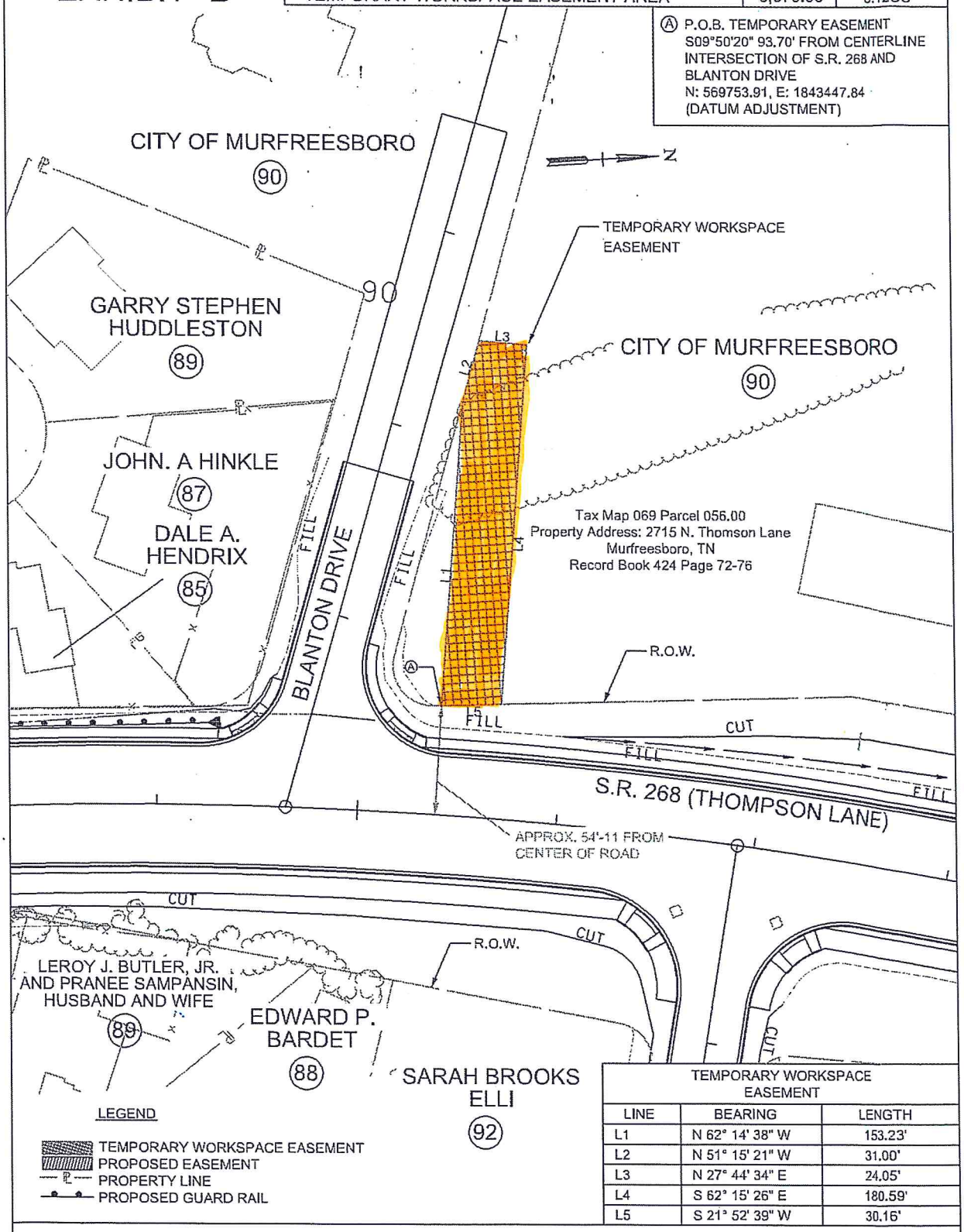
Exhibit 2

NOTE: PROPERTY LINES WERE COMPILED FROM TAX MAPS AND DO NOT REPRESENT A BOUNDARY SURVEY OF AFFECTED PROPERTIES.

ATMOS ENERGY 810 Crescent Centre Dr., Suite 600 Franklin, TN 37067-6226 (615)771-8363	County of RUTHERFORD Tennessee CLT Map No. 058 Parcel No. 069.02 Deed Book 505 Page 483 District ____ Ward ____City Block	**EXHIBIT "A"** (TRACT 222) 1 of 1 Scale: 1" = 60'	Prepared By: Gresham Smith Address: 2095 Lakeside Centre Way, Suite 120 Knoxville, Tn 37922 Date: 09/01/2021 T.O.No: 40230.12 Drawn By: TMA Checked By:TRS

EXHIBIT "B"

DESCRIPTION	SQ. FT	ACREAGE
TEMPORARY WORKSPACE EASEMENT AREA	5,370.03	0.1233



TEMPORARY WORKSPACE EASEMENT		
LINE	BEARING	LENGTH
L1	N 62° 14' 38" W	153.23'
L2	N 51° 15' 21" W	31.00'
L3	N 27° 44' 34" E	24.05'
L4	S 62° 15' 26" E	180.59'
L5	S 21° 52' 39" W	30.16'

Easement Notes:

1. This exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This Exhibit does not warrant title or ownership. Owners and property information are shown in accordance with the County Property Assessors Records and County GIS.

Exhibit 3

ATMOS ENERGY 810 Crescent Centre Dr., Suite 600 Franklin, TN 37067-6226 (615)771-8363	Easement Exhibit Across the Land of City of Murfreesboro County of RUTHERFORD Tennessee CLT Map No. 069 Parcel No. 056.00 Record Book 424 Page 72-76	**EXHIBIT "B"** (TRACT 90) 1 of 1 Scale: 1" = 60'	Prepared By: Gresham Smith Address: 2095 Lakeside Centre Way, Suite 120 Knoxville, Tn 37922 Date: 09/01/2021 T.O.No: 40230.12 Drawn By: TMA Checked By:TRS

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Mandatory Referral for Acquisition of Property in the Evergreen Farms Development

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to acquire property in the Evergreen Farms development.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on August 17, 2022.

Background Information

In this mandatory referral [2022-721], Council is being asked to consider the acquisition of property in the Evergreen Farms development. An exhibit has been included in the agenda materials depicting the general area that the City proposes to acquire from Ole South. It should be noted that the boundaries of this area may be slightly modified from what is depicted on the exhibit as additional study on the matter is done.

In 2017, the City purchased a 12-acre tract directly to the north of the area in question with the intentions of using it for a recreational purpose to benefit the residents in the area. In the time since the purchase of this property, the City has discussed with Ole South the acquisition of Evergreen Farms, which was intended to be used as common area for the subdivision, including the recreational amenities at the northwest corner of the development as well as the floodway along Puckett Creek. This property would be combined with the 12 acres to the north in order to provide a more robust opportunity for community recreational uses. This property is well-positioned to serve thousands of City residents with its proximity to residential developments such as Evergreen Farms, Saint Andrews Place, Scottish Glen, Kingdom Ridge, and Marymont Springs. While the recreational programming for the properties in question has not yet been finalized, it is anticipated that, in addition to the proposed pavilion and playground to be furnished by Ole South, it will contain a walking trail south to Perlino Drive.

Council Priorities Served

Establish Strong City Brand

Enhancing the City's recreational offerings will continue to cement its reputation as a

leader in the provision of parks and recreation services.

Expand Infrastructure

The acquisition of this property will provide the City with land to expand its parks and recreation infrastructure in southwest Murfreesboro.

Responsible Budgeting

Ole South donating the property to the City and furnishing the pavilion and playground will save the City and the taxpayers property acquisition and construction costs.

Attachments:

1. Staff comments from August 17, 2022 Planning Commission meeting
2. Exhibit of property proposed to be acquired

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
AUGUST 17, 2022
PROJECT PLANNER: MATTHEW BLOMELEY

9.a. Mandatory Referral [2022-721] to consider the acquisition of property located along Secretariat Trace in the Evergreen Farms Subdivision, City of Murfreesboro Administration Department applicant.

In 2004, Council approved the PRD zoning for the western portion of the Evergreen Farms residential development along and west of Saint Andrews Drive. Subsequently, after approval, development commenced westward in Evergreen Farms. As development neared Puckett Creek, the subdivision developer, Ole South Properties requested a PRD amendment for the portion of the development west of Puckett Creek, and it was approved by Council. One of the elements of this PRD amendment was the addition of several recreational amenities. A playground and a pavilion with a small parking area were programmed for the very northwest corner of the development. Accordingly, the preliminary plat, which was approved by the Planning Commission in September 2020, included these required amenities.

In 2017, the City purchased a 12-acre tract directly to the north of the area with the proposed playground and pavilion with the intentions of using it for a recreational purpose to benefit the residents in the area. In the time since the purchase of this property, the City has discussed with Ole South the acquisition of a portion of its property, which was intended to be used as common area, including the recreational amenities at the northwest corner of the development as well as the floodway along Puckett Creek. This property would be combined with the 12 acres the City already owns to the north in order to provide a more robust opportunity for community recreational uses. This property is well-positioned to serve thousands of City residents with its proximity to residential developments such as Evergreen Farms, Saint Andrews Place, Scottish Glen, Kingdom Ridge, and Marymont Springs, to name a few. While the recreational programming for these properties has not yet been finalized, it is anticipated that, in addition to the proposed pavilion and playground, it will contain a walking trail south to Perlino Drive. The transfer of this property to the City will benefit Evergreen Farms in that its homeowners' association will not be financially responsible for the maintenance of these areas.

An exhibit has been included in the agenda materials depicting the general area that the City proposes to acquire from Ole South. It should be noted that the boundaries of this area may be slightly modified from what is depicted on the exhibit as additional study on the matter is done. Staff recommends that the Planning Commission recommend approval of this mandatory referral to the City

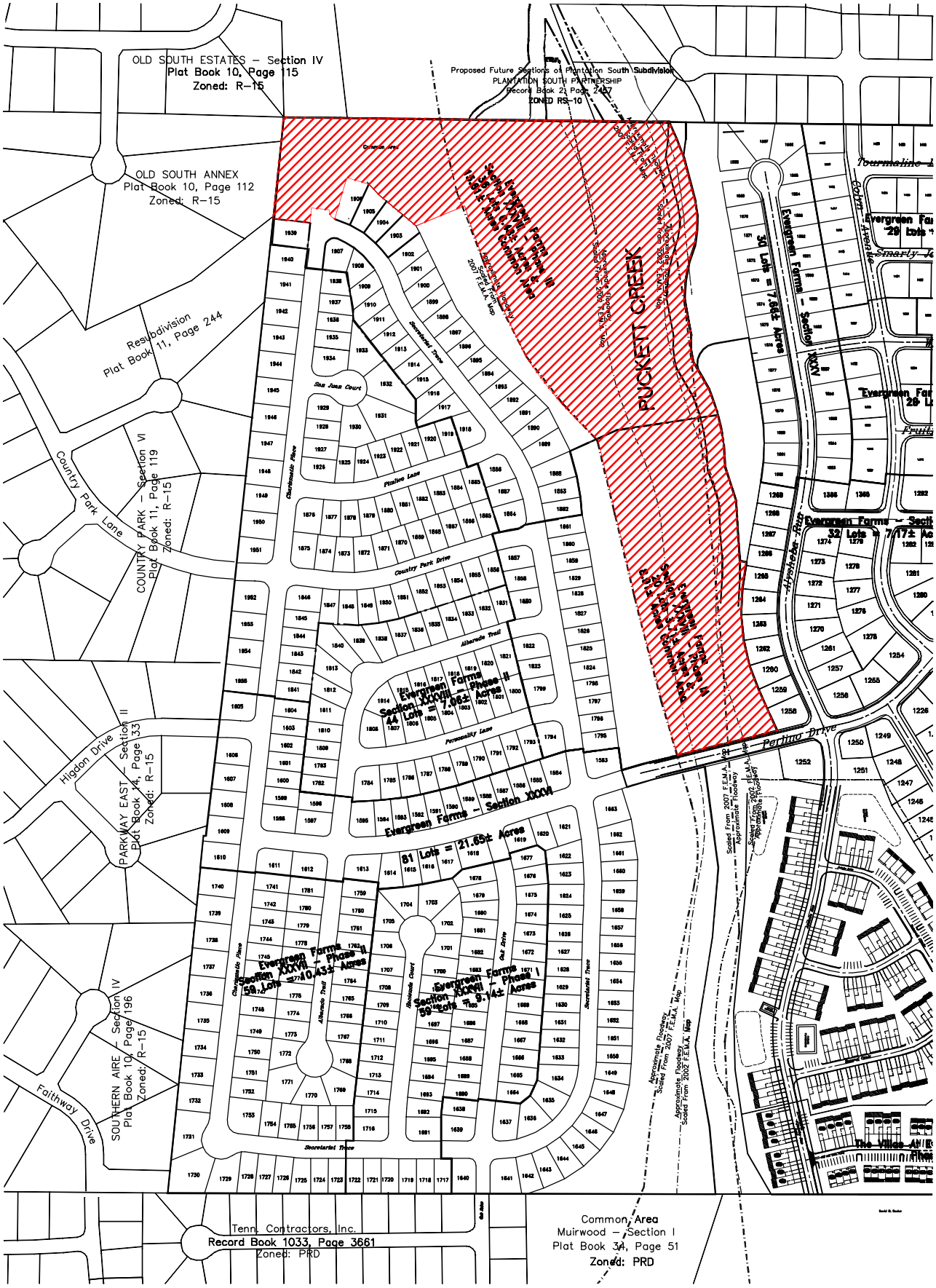
Council, so that Staff can move forward with the acquisition of this property.

Action Needed:

The Planning Commission will need to discuss this matter, after which it will need to formulate a recommendation to City Council.



*The “X’s” above indicate the general area proposed to be acquired by the City.



EVERGREEN FARMS P.R.D.

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Contract with Precision Delta for Purchase of Ammunition

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract with Precision Delta for the purchase of ammunition.

Staff Recommendation

Approve the contract with Precision Delta for the purchase of ammunition.

Background Information

Precision Delta is the authorized law enforcement distributor for Winchester ammunition. The ammunition quoted is used for training purposes. These items are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

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

Expenditure, $79,286, is funded by the Department's operating expenses within the FY23 budget.

Attachments:

1. Contract Between the City of Murfreesboro and Precision Delta Corporation for Purchase of Ammunition.
2. Precision Delta Quote #115793.

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
PRECISION DELTA CORPORATION
FOR PURCHASE OF AMMUNITION

This Contract is entered into and effective as of the _____ day of _____ 2022, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PRECISION DELTA CORPORATION,** a corporation of the State of Mississippi ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract SWC 331, No. 75507 with Precision Delta Corporation***
- ***Price Quote Sheet No. 115793 dated August 15, 2022, from Precision Delta Corporation, Inc.***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract SWC 331, No. 75507 with Precision Delta Corporation***
- ***Finally, Price Quote Sheet No. 115793 dated August 15, 2022, from Precision Delta Corporation***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: ammunition, as set forth in the State of Tennessee Contract No. 75507 and Contractor's Price Quote Sheet No. 115793 dated August 15, 2022. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 75507 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding $50,000 have been approved by Council.

2. **Term.** The term of this Contract shall be from _____, 2022 (the "Effective Date") to the expiration of the State of Tennessee Contract No. 75507 on June 30, 2025, 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 Sheet No. 115793 from Precision Delta Corporation dated August 15, 2022, reflecting a **Total Purchase Price of $79,286.60**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Deliveries of all items for the Murfreesboro Police Department shall be made within 90 days of issuance of Purchase Order to Attn: Don Fanning – Murfreesboro Police Department – 1001 N. Highland Ave., Murfreesboro, TN 37130. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

5. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any

failure, regardless of any language in any attachment or other document that Contractor may provide.

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

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

If to the City of Murfreesboro:	If to the Contractor:
City of Murfreesboro Attn: City Manager 111 West Vine Street Murfreesboro, TN 37130	Precision Delta Corporation Attn: Ginger Stillions 205 W. Floyce St. PO Box 128 Ruleville, MS 38771 (ph)662-756-2810 X 1002 www.PrecisionDeltaLE.com – Law Enforcement Sales

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties**. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or

employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2022 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

PRECISION DELTA CORPORATION

By: _____
Ginger Stillions, Vice President

PRECISION DELTA CORPORATION

205 W Floyce St
PO Box 128
Ruleville, MS 38771

QUOTE

Date	Quote #
8/15/2022	115793

Name / Address	Ship To
MURFREESBORO POLICE DEPT FINANCE DEPT PO BOX 1139 MURFREESBORO, TN 37133-1139	MURFREESBORO POLICE DEPT Chad Hershman 615-971-6186 1004 N. HIGHLAND AVE. MURFREESBORO, TN 37130

Rep
GMS

Item	Manufacture	Description	Qty	Rate	Total
W9MMLF - DS	Winchester	9MM 90gr Zinc FMJ SuperClean NT LF 500 rds/case Dropship from Winchester	80	161.52	12,921.60
RA9124TP - DS	Winchester	9MM +P124 gr. T-Series 500 rd/case Drop Shipped from Winchester	46	174.50	8,027.00
RA9124N - DS	Winchester	9 MM 124 GR. FMJ Ranger 500 rd/case Drop Ship from Winchester	180	122.35	22,023.00
USA223R1-USA223...	Winchester	USA223R1K .223 Rem 55 gr. FMJ 1,000 rd/cs Drop Ship from Winchester	45	430.00	19,350.00
RA556B - DS	Winchester	5.56 mm Ranger 64gr Bonded Solid Base 1,000 RDS per Case Drop Ship from Winchester	15	999.00	14,985.00
RA12RS15 - DS	Winchester	12 GA 2 3/4' Rifled Slug Ranger Low Recoil 250 rd/case Drop Ship from Winchester	12	165.00	1,980.00
		Pricing per TN Contract SWC331 Expires July 13, 2023			

Total $79,286.60

Phone #	Fax #
662-756-2810	662-756-2590

www.precisondelta.com

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: American Rescue Plan (ARPA) Grant Application for Water Infrastructure Funding

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Application by Water Resources Department (MWRD) to receive ARPA grant funding through State of Tennessee Department of Environment and Conservation (TDEC).

Staff Recommendation

Approve Water Resources Department to file grant application with state via the Water Infrastructure Investment Plan (WIIP)

Background Information

In March of 2021, Congress passed the American Rescue Plan Act (ARPA). Monies were allocated to state and local governments.

The City of Murfreesboro received $24.1 million directly. Of the city funds, roughly $9 million is being designated to Stormwater projects, including Town Creek Phases I and II. The State of Tennessee received $3.9 billion. Of that total, the state earmarked $1.35 billion for a Water Infrastructure Investment Plan (WIIP), to be administered by TDEC.

TDEC divided the WIIP into two segments

- Collaborative (non-Competitive) Grants. Multiple entities (systems, cities, counties) may collaborate on a project or projects for a shared purpose. MWRD is not participating in this phase.
- Non-Collaborative Grants. MWRD is applying for funds related to current and future projects.

Murfreesboro's Infrastructure Funding calculation is as follows:

Base Allocation	$10,115,422
City (MWRD) match (35%)	3,540,398
Total project(s) funding	$13,655,820

MWRD is planning to apply for the following projects:

Project	Estimated costs
Hobas Pipe Rehab	$ 9,000,000
Current Rehab Project	4,700,000
Future Rehab Project	4,500,000
Total projects	$18,200,000

With costs for future projects uncertain, we are including projects that will easily exceed the total projects funding available. TDEC will cease funding at the base allocation of $10,115,422.

Projects initiated after March 2021 (signing of the bill) are eligible for funding. Funds must be obligated by December 31, 2024 and fully spent by September 30, 2026.

We have completed our Infrastructure Scorecard required by TDEC. It is currently being reviewed by staff prior to submission. The next step will be to file a Preliminary Engineering Report (PER) for each project being submitted. Those are being prepared by LJA Engineering.

The Grant Application portal is open now. The application process closes on November 1. We expect to complete and file our application by mid-September. The process is expected to take approximately 90 days, ending in a signed agreement between the City of Murfreesboro and the Tennessee Department of Environment and Conservation.

Council Priorities Served

Responsible Budgeting

Taking advantage of this grant opportunity saves the ratepayers of MWRD over $10 million.

Expand infrastructure

Making improvements to rehabilitate MWRD's sanitary sewer collection system is critical to successfully managing on of the City's most valuable assets.

Fiscal Impact

Funding for MWRD's match will come from the department's Capital Reserves funds.

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Beasie Road Water Extension-CIA Engineering Services

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract with Civil Infrastructure Associates for the design of a water main extension in conjunction with the roadway and bridge construction.

Staff Recommendation

Approve the professional services contract with CIA subject to Legal review.

Background Information

The City Engineering Department is currently under contract for the design of the Beasie Road Extension from its current terminus west to River Rock Blvd. With the development of this commercial area east of the Stones River, west of I-24 and New Salem Hwy, MWRD is concerned about the volume of water and pressure available for domestic water and fire protection from the existing water main. The current 8" water main is connected at Salem Hwy. MWRD has determined extending a 12" water main along the remaining portion of Warrior Drive and a 10" water main along Beasie Road to River Rock Blvd is needed to provide redundancy and increase the volume of water at a higher pressure for fire flow conditions. The design and water main improvements will be incorporated with the roadway construction and bridge over the Stones River.

Council Priorities Served

Maintain public safety

This water main extension is necessary to provide adequate fire protection in this area.

Fiscal Impact

This design service is not to exceed an amount of $35,000. Funds are proposed to come from Working Capital Reserves.

Attachments

CIA Contract

~~This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.~~

~~EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.~~

~~AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES~~

~~Prepared by~~









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American Council of Engineering Companies
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www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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GUIDELINES FOR USE OF EJCDC® E-500, AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is a comprehensive Owner-Engineer contract. E-500 is EJCDC's flagship professional services agreement. Most commonly E-500 is used to engage an engineer's services for a single, specific project. It is drafted for the design-bid-build project delivery system; with minor revisions it is appropriate for design-negotiate-build project delivery; and it is readily adaptable to use in contracting for primary professional services on a variety of other project delivery systems.

The main body of E-500 presents fundamental terms and conditions of the contractual relationship between Owner and Engineer, and addresses the full range of subjects of importance in professional services agreements, including the standard of care, indemnification, ownership of design documents, dispute resolution, and payment procedures. More detailed provisions regarding scope of services, compensation, insurance, and other Project-specific issues, are contained in exhibits.

The 2020 edition of E-500 is distributed to purchasers in two parts: (1) this document, containing the main body of the Agreement and these Guidelines for Use, and (2) the accompanying Exhibits to EJCDC® E-500 document, containing standard Exhibits A through J. Each of the exhibits contains Guidance Notes regarding the use and modification of the exhibit when preparing an Agreement for a specific Project; see also Paragraph 8.01 of E-500, in which the exhibits are incorporated by reference and included as part of the Agreement.

E-500's Exhibit A, Engineer's Services, contemplates that the Engineer will furnish a full scope of engineering services, including preparation of the feasibility study, preliminary design, final design, assistance with the selection of a construction contractor during the bidding or negotiating phase, observation of construction, review of payment applications, other construction-phase tasks, start-up, and contract close-out; however, the user may reduce or expand this scope of services to fit the specific engagement. Optional provisions are also included for the Engineer to furnish Resident Project Representative (RPR) services (see Exhibit D).

E-500 2020 refers in various locations to "Engineer's Subcontractors" and to "Subconsultants." Both are defined terms in Paragraph 7.01.A, as is the term "Subcontractor."

- "Subconsultant" replaces the term "Consultant" which had been used in prior editions of the Engineering Series documents, and refers specifically to a design firm or similar entity that provides professional services under contract to Engineer. Engineer may wish to consider using EJCDC® E-570 2020, Agreement between Engineer and Subconsultant for Professional Services, to engage its Subconsultants.
- "Engineer's Subcontractor" is a term used for a subcontractor that provides general (non-professional) services, or materials or equipment to Engineer. The term is used in EJCDC® E-562, Agreement between Engineer and Engineer's Subcontractor.
- Finally, E-500 refers in a few instances to the term "Subcontractor," standing alone. This defined term refers to subcontractors of Contractor (the construction contractor), and is used

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here just as it is used in EJCDC® C-700, Standard General Conditions of the Construction Contract, and in other Construction Series documents.

Special Guidance regarding the 2020 Edition: The 2020 edition of E-500 is published and distributed to purchasers in two parts: (1) this document, containing the Agreement form (sometimes referred to as the main body of the Agreement) and these Guidelines for Use, and (2) the accompanying Exhibits to EJCDC® E-500 document, containing standard Exhibits A through J. Each of the exhibits contains Guidance Notes regarding the use and modification of the exhibit when preparing an Agreement for a specific Project; see also Paragraph 8.01 of E-500, in which the exhibits are incorporated by reference and included as part of the Agreement.

- When finalizing a specific Owner-Engineer Agreement, EJCDC recommends that the user keep the Word files for the two parts (Agreement form and Exhibits) separate. The two parts have somewhat different underlying styles and formatting. Merging the two parts into a single Word file could result in formatting problems.
- When finalizing a specific agreement, each of the two separate parts can be converted to PDF, then merged into a single PDF document.
- If the user moves text from one of the two parts to another (for example, if the user decides to move some or all of the contents of one of the exhibits into the main body of the Agreement), take appropriate steps to preserve the formatting integrity of the receiving document.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

While preparing E-500 for use on a specific Project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in related EJCDC documents, including but not limited to:

EJCDC Doc. No.	Document Title	Edition
E-570	Agreement between Engineer and Subconsultant for Professional Services	2020
C-700	Standard General Conditions of the Construction Contract	2018

The current (2017) and pending (2021) editions of EJCDC®E-001, Commentary on the EJCDC Engineering Services Documents, also provide additional information and guidance for the use of this document.

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to conflicting requirements, confusion, and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521™, Uniform Location of Subject Matter, when preparing construction documents. EJCDC® N-122/AIA® A521™ is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

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In addition, the current editions of MasterFormat and SectionFormat, published by the Construction Specifications Institute, provide useful guidance on the location of information and requirements in construction documents.

4.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project specific documents. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the document. These notes are intended to provide guidance and instructions to the user in the preparation of the document, and are not intended to be included in the completed document.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the paragraph, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situations are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used. Paragraphs will automatically renumber when unused paragraphs are deleted.

5.0 EDITING THIS DOCUMENT

5.1 It is intended that this document and the accompanying Exhibits to EJCDC® E-500 document be edited for each specific agreement (contract) between Owner and Engineer. Guidelines for editing include:

A. Remove the cover pages, which consist of the title pages and these Guidelines for Use.

B. For the Exhibits to EJCDC® E-500 document, review each standard exhibit, determine whether the exhibit pertains to the specific agreement, and discard inapplicable exhibits, if any. For Exhibit J, Payments to Engineer for Services and Reimbursable Expenses, review the exhibit's Introduction and follow the instructions regarding selection of Project-specific Compensation Packets and discarding of the Compensation Packets that do not apply.

C. Type in required information as indicated by brackets ([ ]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after Project-specific text has been added, for example change "**[Project Name]**" to "Peach Street Renovation" (without brackets or bold, or quotation marks).

D. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph C above, rather than by an underline-style blank.

E. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all "Notes to User" after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.

F. Make Project-specific modifications and supplementations, as appropriate.

G. Complete tables, if any.

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H. Address check-boxes, if any, by clicking in appropriate box.

I. Delete Guidance Notes.

J. The finalized agreement (contract) for a specific Project will consist of the main body of the Agreement, including the executed signature page, together with the accompanying exhibits, as modified. See "Special Guidance regarding the 2020 Edition" in Section 1.0 above.

6.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2020 EJCDC® Engineering Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

Page

Article 1— Services Of Engineer 1
1.01 Scope 1
Article 2— Owner's Responsibilities 1
2.01 Project Information 1
2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents 2
2.03 Owner-Furnished Services 3
2.04 Owner's General Responsibilities 4
2.05 Payment 5
Article 3— Schedule For Rendering Services 6
3.01 Commencement 6
3.02 Time for Completion 6
Article 4— Invoices And Payments 6
4.01 Invoices 6
4.02 Payments 6
Article 5— Opinions Of Cost 7
5.01 Opinions of Probable Construction Cost 7
5.02 Opinions of Total Project Costs 7
Article 6— General Considerations 7
6.01 Standards of Performance 7
6.02 Ownership and Use of Documents 9
6.03 Electronic Transmittals 11
6.04 Insurance 12
6.05 Suspension and Termination 13
6.06 Successors, Assigns, and Beneficiaries 15
6.07 Dispute Resolution 16
6.08 Controlling Law; Venue 16
6.09 Environmental Condition of Site 16
6.10 Indemnification and Mutual Waiver 18
6.11 Records Retention 19
6.12 Miscellaneous Provisions 19
Article 7— Definitions 20
7.01 Defined Terms 20
Article 8— Exhibits And Special Provisions 24
8.01 Exhibits to Agreement 24
8.02 Total Agreement 25
8.03 Designated Representatives 25
8.04 Engineer's Certifications 25
8.05 Conflict of Interest 25

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between ~~[Name of Owner]~~City of Murfreesboro, TN (Owner) and ~~[Name of Engineer]~~CIA, Civil Infrastructure Associates, LLC (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as ~~[Name of Project]~~River Rock Boulevard and Beasie Road Connector – Utility Extensions (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as ~~[Description of Engineer's services]~~Evaluate water service and sanitary sewer service needs adjacent to and in the vicinity of the proposed roadway improvement and prepare construction plans and contract documents for any needed utility improvements within the proposed roadway right-of-way or adjacent to the proposed construction. These improvements will include connecting the 12-inch water line loop for Costco, consideration of future sanitary sewer service for Dill Property, and associated permits and approvals. They will also include necessary coordination with the roadway designer, Volkert Engineering and be included in the roadway engineers bidding set.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

~~B. All phases of service will include Management of Engineering Services as shown in Exhibit A.~~

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

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1. ~~Property descriptions.~~
2. Zoning, deed, and other land use restrictions. (In the vicinity of Costco)
3. Surveys, topographic mapping, and utility documentation.(by Volkert)
4. Property, boundary, easement, right-of-way, ~~and other special surveys or data, including establishing relevant reference points.~~ In the vicinity of Costco.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data. (by Volkert)
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas. (by Volkert)
7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

~~**Notes to User** — The instructions from Owner referred to in the following paragraph are often prepared through a collaborative process between Engineer and Owner, or in response to specific requests for instructions initiated by Engineer. See EJCDC® C-050, Bidding Procedures and Contract Documents, and EJCDC® C-051, Engineer's Letter to Owner Requesting Instructions Regarding Bonds and Insurance.~~

~~A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders,~~

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~~and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:~~

~~1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;~~

~~2. insurance and bonding requirements;~~

~~3. protocols for electronic transmittals during bidding and construction;~~

~~4. Owner's safety and security programs applicable to Contractor and other Constructors;~~

~~5. diversity and other social responsibility requirements;~~

~~6. bidding and contract requirements of funding, financing, or regulatory entities;~~

~~7. other specific conditions applicable to the procurement of construction or contract documents;~~

~~8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.~~

~~B.~~A. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

~~C.~~B. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

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B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

~~4. Perform or provide the following:~~

~~a. **[List any other Owner responsibilities here].**~~

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	$35,000	Hourly rates
2.	~~Resident Project Representative Services~~	~~$~~	
4.	~~Additional Services (Article 2 of Exhibit A)~~		

~~Based on a **[Number]** month continuous construction period.~~

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

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2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

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2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

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D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations,

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

~~**Notes to User**—Paragraph 6.01.G requires Engineer to furnish one signed/sealed electronic copy and one signed/sealed printed copy of the Drawings and Specifications. Revise to reflect the needs of the specific engagement.~~

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

~~**Notes to User**~~

~~1. Paragraphs 6.02.A and B are two options for ownership of Documents; users will need to select the preferred version and delete the other. In making this selection, do not inadvertently delete the paragraphs numbered 6.02.C, D, and E in the document as published.~~

~~2. After selection of either Paragraph 6.02.A or 6.02.B (and deletion of the other), the selected paragraph will automatically be Paragraph 6.02.A and the paragraphs numbered 6.02.C, D, and E in the document as published should automatically renumber as Paragraphs 6.02.B, C, and D. This renumbering does not pose any problems for cross-references elsewhere in the document as published.~~

~~3. In the first option, Paragraph 6.02.A (as published), ownership is retained by Engineer with a limited but broad license to the Owner for Owner's Project and Project-related purposes. In the second option, Paragraph 6.02.B (as published), ownership is acquired by Owner, with Engineer retaining certain rights to the Documents.~~

~~4. To the extent Engineer makes commitments here regarding licensing or transfer of rights, it is important that Engineer assure that any Subconsultants contractually make or consent to the same commitments.~~

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

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1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

    a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

    b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

    c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

    d. such limited license to Owner shall not create any rights in third parties.

OR **[second option for 6.02.A]**:

B. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:

    1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.

    2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.

    3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.

    4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive

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and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.

5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.

6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.

7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.

9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.

C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

D. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

E. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

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1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

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E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

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2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

    a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

    b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

    c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

    a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services

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performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

~~**Notes to User**—If a specific assignment is anticipated when the Agreement is being drafted, consider revising the following clause such that the parties acknowledge and mutually consent to the impending assignment.~~

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

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6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

~~**Notes to User**~~

~~1. Controlling law and venue are familiar concepts to most attorneys; consultation with legal counsel regarding the specific content of this paragraph is recommended.~~

~~2. If necessary, modify the controlling law provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.~~

~~3. If Engineer's services involve projects in multiple states, the user may want to consider whether it is feasible to tie controlling law and venue to a single specified location, such as where Engineer's (or alternatively Owner's) primary office is located.~~

~~4. The venue for disputes that are litigated is sometimes statutorily required to be the state where the Project is located; Paragraph 6.08.B is consistent with such requirements.~~

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer

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pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

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F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

~~**Notes to User**~~

~~1. The indemnification of Owner by Engineer in Paragraph 6.10.A is a standard clause. This clause is often supplemented to include a parallel indemnification of Engineer by Owner, resulting in a mutual indemnification. The wording of such a parallel indemnification of Engineer by Owner is presented as an option in Exhibit I; if acceptable to both parties, that wording may be inserted here in Paragraph 6.10, or retained in Exhibit I as finalized.~~

~~2.~~1. ~~Paragraph 6.01.F of this Agreement requires that the general conditions for the Construction Contract Documents will be EJCDC® C-700, Standard General Conditions of the Construction Contract, unless expressly indicated otherwise. C-700 contains several indemnifications by the Contractor that include the Engineer among the benefited indemnitees—see, for example, C-700 Paragraph 7.18 (general indemnification by Contractor) and C-700 Paragraph 5.02.A (Contractor's indemnification for damage to Site or adjacent property). If Owner will use general conditions other than C-700, the parties may wish to specify here in Paragraph 6.10 that such general conditions must contain indemnifications substantially similar to those in C-700. If making such a commitment in this Agreement would be premature, then Owner and Engineer should discuss the scope and content of the construction indemnification clauses at the time that the Construction Contract is being drafted~~.

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

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2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs,

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allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

Notes to User—If an exhibit is not to be included in the specific agreement, indicate "Not used" after that exhibit in the list that follows—for example, "Exhibit D—Not used."

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

~~C. Exhibit C, Amendment to Owner-Engineer Agreement (form).~~

~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~

~~E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).~~

~~F. Exhibit F, Electronic Documents Protocol (EDP).~~

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~~G.~~C. Exhibit G, Insurance.

~~H.~~D. Exhibit H, Dispute Resolution.

~~I.~~E. Exhibit I, Limitations of Liability.

~~J.~~F. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is ~~[insert date].~~August 15, 2022.

Owner:	Engineer:
_____ (name of organization)	_____ (name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

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COUNCIL COMMUNICATION

Meeting Date: 9/1/2022

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown, City Recorder/Finance Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

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 10, 2022 (Regular Meeting)

August 10, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, August 10, 2022, 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
Gary Whitaker, Assistant City Manager
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure
Sam Huddleston, Executive Director/
Development Services
Chad Gehrke, Airport Director
Erin Tucker, Budget Director
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated August 10, 2022 here with regards to
Community Investment Program Funds Transfer.)

Mrs. Erin Tucker, Budget Director, presented the request to approve the CIP Funds Transfer for the City Hall Parking Garage Phase 2 Project and for additional funding needed for a Fire Truck Pumper Apparatus.

Vice-Mayor Scales Harris made a motion to approve the CIP Funds Transfer for the City Hall Parking Garage Phase 2 Project and for additional funding needed for a Fire Truck Pumper Apparatus. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 10, 2022 here with regards
to Fiscal Year 2023 Budget Amendment Ordinance.)

An ordinance, entitled "ORDINANCE 22-O-29 amending the 2022-2023 Budget (1st Amendment)," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated August 10, 2022 here with regards to Murfreesboro Aviation Lease Extension Agreement.)

Mr. Chad Gehrke, Airport Director, presented the request to approve the Lease Extension Agreement with JKG, LLC (d/b/a Murfreesboro Aviation) for a five-year term with an annual rent adjustment of a fixed 4% with a five-year renewal option.

Mr. Wade made a motion to approve the Lease Extension Agreement with JKG, LLC (d/b/a Murfreesboro Aviation) for a five-year term with an annual rent adjustment of a fixed 4% with a five-year renewal option. 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 August 10, 2022 here with regards to Settlement Agreement for City v. Compton.)

Ms. Jennifer Brown, City Recorder/Finance Director, presented the request to approve the Settlement Agreement with Jerry D. Compton in the amount of $540,850, paid from CIP Funds, for the resolution of an eminent domain action.

Mr. Shacklett made a motion to approve the Settlement Agreement with Jerry D. Compton in the amount of $540,850, paid from CIP Funds, for the resolution of an eminent domain action. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 10, 2022 here with regards to Development Agreement with Notes Live, Inc.)

Mr. Craig Tindall, City Manager, presented the request to approve the Development Agreement with Notes Live, Inc. for development of a major restaurant and entertainment complex in the amount of $3,267,000, paid over 20 years, with no direct Operating or CIP Budget impact.

Mr. Robert Mudd, C.O.O. & President, Notes, Live, Inc., presented on the background of the company, the reasoning behind the decision to locate to Murfreesboro, and discussed with Council the plans to conduct a detailed traffic study in the area as well as a detailed noise study to make sure all City ordinances are complied with.

Mr. Chris Rhodes, Kimley-Horn and Associates, Inc., presented on the results of the preliminary analysis conducted before a traffic study is done and discussed the analysis with Council.

Mr. Mat Taylor, SEC, Inc., presented on the committed road improvements the Notes Live project is dedicated to constructing in the area and discussed how the improvements will tie in with the City road project improvements planned for the area.

Mr. Shacklett made a motion to approve the Development Agreement with Notes Live, Inc. for development of a major restaurant and entertainment complex in the amount of $3,267,000, paid over 20 years, with no direct Operating or CIP Budget impact. Mr. Martin seconded the motion and all members of the Council voted "Aye", except Mr. LaLance who voted "Abstain".

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

(Insert letter dated August 10, 2022 here with
regards to June 2022 Dashboard packet.)

The June 2022 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

Under other business the following request was presented:

Mr. Adam Tucker, City Attorney, presented the request to approve the filing of a Federal lawsuit against Republic Services, Inc., BFI Waste Services of Tennessee, LLC, and Republic Services of Tennessee, LLC to address ongoing environmental problems at Middle Point Landfill with funding coming from the Legal Department's budget.

Mr. Wright made a motion to approve the filing of a Federal lawsuit against Republic Services, Inc., BFI Waste Services of Tennessee, LLC, and Republic Services of Tennessee, LLC to address ongoing environmental problems at Middle Point Landfill with funding coming from the Legal Department's budget. Mr. Wade 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 10, 2022 here with regards to a Beer Permit Application
for Fish House at 1626 Middle TN Blvd. and a Special Event Beer Permit
Application for Discover Rutherford Food Festival on 09/17/22 at
502 SE Broad St.)

Mr. Wade made a motion to approve the Beer Permit Application for Fish House, 1626 Middle Tennessee Boulevard (New Catering) and the Special Event Beer Permit for

Discover Rutherford Food Festival on 09/17/22 at 502 South East Broad Street. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director stated that there were no statements to be paid.

Mr. Craig Tindall, City Manager, stated that the next City Council Meeting would be held on August 18, 2022.

There being no further business, Mayor McFarland adjourned this meeting at 12:42 p.m.

_____
SHANE MCFARLAND – MAYOR

ATTEST:

_____
JENNIFER BROWN - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Ordinance 22-O-21, Amending Procurement Code [Second Reading]

Department: Legal Department and Purchasing Department

Presented by: Adam Tucker, City Attorney

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Revision of City Code Chapter 2-10 amending the Procurement Code to increase the threshold for competitive bids to $50,000.

Staff Recommendation

Approve Ordinance 22-O-21 on second reading.

Background Information

Tennessee Public Chapter 1016 became law on May 11, 2022. This act amended T.C.A. 12-3-1212 and increased to $50,000 the threshold above which local governments are required to procure most goods and services through public advertisement and competitive bids or proposals. The City's current Purchasing Ordinance sets that threshold at $25,000, which was the threshold prior to the enactment of Tennessee Public Chapter 1016. Accordingly, Council is requested to extend the threshold under the City's Purchasing Ordinance from $25,000 to $50,000 to be consistent with T.C.A. 12-3-1212, as revised.

Council Priorities Served

Responsible Budgeting

Increasing the threshold for formal bids allows for more flexibility when getting quotes and making purchases, especially considering the volatile marketplace currently being experienced by staff.

Attachments:

Ordinance 22-O-21

ORDINANCE 22-O-21 amending the Murfreesboro City Code, Chapter 2, Administration, Section 2-10, Procurement Code, by increasing the competitive bid threshold to $50,000.

WHEREAS, Tennessee Public Chapter 1016 amended T.C.A. 12-3-1212 relative to thresholds for competitive bids; and,

WHEREAS, Tennessee Public Chapter 1016 was effective May 11, 2022, upon its passage; and

WHEREAS, Murfreesboro City Code, Section 2-10 requires amendment to reflect the increased bid threshold amount from $25,000 to $50,000 consistent with the newly revised T.C.A. 12-3-1212.

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

SECTION 1. Section 2-10(B), *Roles and Responsibilities*, of the Murfreesboro City Code is hereby amended at subsections (1) by substituting the figure of "$25,000.00" for the words and figure of "Fifty Thousand Dollars ($50,000.00)."

SECTION 2. Section 2-10(E), *Purchases based on price competition*, of the Murfreesboro City Code is hereby amended at subsections (1) and (5) by substituting the figure of "$25,000.00" for the words and figure of "Fifty Thousand Dollars ($50,000.00)."

SECTION 3. Section 2-10(H), *Competitive Sealed Proposal Purchases*, of the Murfreesboro City Code is hereby amended at subsection (4) by substituting the figure of "$25,000.00" for the words and figure of "Fifty Thousand Dollars ($50,000.00)."

SECTION 4. That this Ordinance shall take effect immediately after its passage upon second and final reading, as the public welfare and the welfare of the City require its adoption.

Passed:

_____
Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

_____
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

_____
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title:	Amendment to Murfreesboro City Code Pertaining to Use of the Parking Garage [Second and Final Reading]
Department:	Administration
Presented by:	Craig Tindall, City Manager

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Amendment of the City Code to clarify the use of the parking garage

Staff Recommendation

Adopt Ordinance 22-O-34 amending City Code § 21-47(C).

Background Information

Recently the City parking garage has become a place of congregation by individual not intending to use the garage for this intended purpose. This has caused concerns with others who desire to park their vehicles for purposes of patronizing the library, City Hall and the downtown area. The amendment will clarify that the garage structure is solely for use as a parking facility and to improve the safety and comfort of those properly utilizing the facility.

Council Priorities Served

Improve economic development

Enhancement of the downtown area requires the proper use and maintenance of necessary infrastructure supporting the businesses, offices, restaurants, and other uses.

Maintain public safety

Limiting the use of the parking garage will enhance the safety of the area and reduce the requirements imposed on the Police Department.

Fiscal Impact

None

Attachments

Ordinance 22-O-34

ORDINANCE 22-O-34, amending the Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-47, regarding closing hours for Civic Plaza, City parks, parking lots, school grounds; trespassing.

WHEREAS, the City has a vested interest in regulating the use of and access to City property in a manner that balances public safety, preserving such property so that it is available and in good condition for its intended use, and facilitating reasonable access to and use of such property by the public; and

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

SECTION 1. Section 21-47 of the Murfreesboro City Code is amended by deleting the existing heading and section in their entirety and substituting in lieu thereof the following:

"**Section 21-47 - Closing hours for Civic Plaza, City parks, parking lots, school grounds; trespassing.**

(A) The purpose of this subsection is to establish reasonable regulations governing access to certain City-owned property that balance public safety, preserving such property so that it is available and in good condition for its intended use, and facilitating reasonable access to and use of such property by the public.

(B) *School Property.* No person is allowed to be on the grounds of any City school between the hours of 10:00 p.m. and 5:00 a.m., except as authorized by the Director of Schools or the Director's designee.

(C) *Parking Lots and Garages.*

(1) For purpose of this subsection, the "Downtown Area" includes an area measuring approximately 0.1 square miles, plus or minus, bordered on the south by the right-of-way of Southeast Broad Street; on the west by the right-of-way of South and North Front Streets; on the north by the right-of-way of West and East Lytle Streets; and on the east by the right-of-way of North and South Academy Streets.

(2) *Downtown parking lots and garages.* City-owned parking lots and garages in the Downtown Area are intended solely for the parking and retrieving of motor vehicles. No person or persons shall loiter, gather, congregate, or hold any event in a City-owned parking lot or garage in the Downtown Area except as otherwise allowed under subsection (F). In addition, persons parking a motor vehicle in a City-owned parking lot or garage in the Downtown Area must exit the parking lot or garage within twenty (20) minutes of parking their vehicle, and persons returning to a City-owned parking lot or garage to retrieve a motor vehicle must exit the parking lot or garage within twenty (20) minutes of returning to their vehicle.

(3) *Other parking lots and garages.* Except as otherwise provided in subsection (F), no person is allowed to be in a City-owned parking lot or garage between the hours of 12:00 midnight and 6:00 a.m. except to park or retrieve a motor vehicle. A person parking or retrieving a motor vehicle may remain in the vehicle for no more than five minutes before exiting the parking lot or garage. There shall be no congregating or loitering in a City parking lot or garage between the hours of 12:00 midnight and 6:00 a.m.

(D) *Park Property.* No person is allowed to be on the grounds of any City park in violation of the hours of operation for that park established by the Parks and Recreation Commission and posted at the park's primary entrances.

These hours may change seasonally and may vary for different areas within a park. In the absence of more restrictive hours, no person is allowed to be on the grounds of any City park between the hours of 11:00 p.m. and 6:00 a.m., provided, however, that any person in a park attending an event authorized by the Parks and Recreation Department is allowed to be on the grounds of that park for one-half hour after the conclusion of the event.

(E) *Civic Plaza.* No person is allowed to be on the grounds of Civic Plaza between the hours of 9:00 p.m. and 7:00 a.m., except as is reasonably necessary to enter or exit City Hall, Linebaugh Library, or the parking garage below Civic Plaza. In addition, no person or persons shall loiter, gather, congregate, or hold any event on Civic Plaza between the hours of 9:00 p.m. and 7:00 a.m., except as otherwise allowed under subsection (F).

(F) *Exceptions.* The provisions of this section shall not be applicable to:

(1) City or other government officials and employees on the premises acting in the course of their official duties or employment;

(2) Persons on designated park property during special events, activities, or programs approved by the City;

(3) Persons participating or attending activities or events conducted pursuant to a written agreement with the City or to a permit issued by the City;

(4) Persons taking shelter in a parking garage in the event of a severe weather warning or watch issued by the National Weather Service for Rutherford County until such time as the warning or watch has been lifted; and

(5) Persons actively tending to a disabled vehicle or awaiting a tow truck to remove the disabled vehicle from a parking lot or garage.

(G) Any person who violates this section shall be a trespasser and subject to punishment as provided in Code §§ 1-8 and 21-46."

SECTION 2. 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:

_____
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Zoning for property along Lascassas Pike [Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Zoning of approximately 11.4 acres located along Lascassas Pike.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Murfreesboro Medical Clinic presented to the City a zoning application [2022-407] for 11.4 acres located along Lascassas Pike to be zoned CF (Commercial Fringe District) simultaneous with annexation. During its regular meeting on June 1, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On August 18, 2022, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial uses, including a new satellite medical office for Murfreesboro Medical Clinic and several commercial outparcels, which, upon development, could create jobs for the community and generate tax revenue for the City.

Attachments:

Ordinance 22-OZ-23

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ORDINANCE 22-OZ-23 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 11.4 acres along Lascassas Pike and East Pitts Lane as Commercial Fringe (CF) District, simultaneous with annexation; Murfreesboro Medical Clinic, applicant [2022-407].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Commercial Fringe (CF) 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

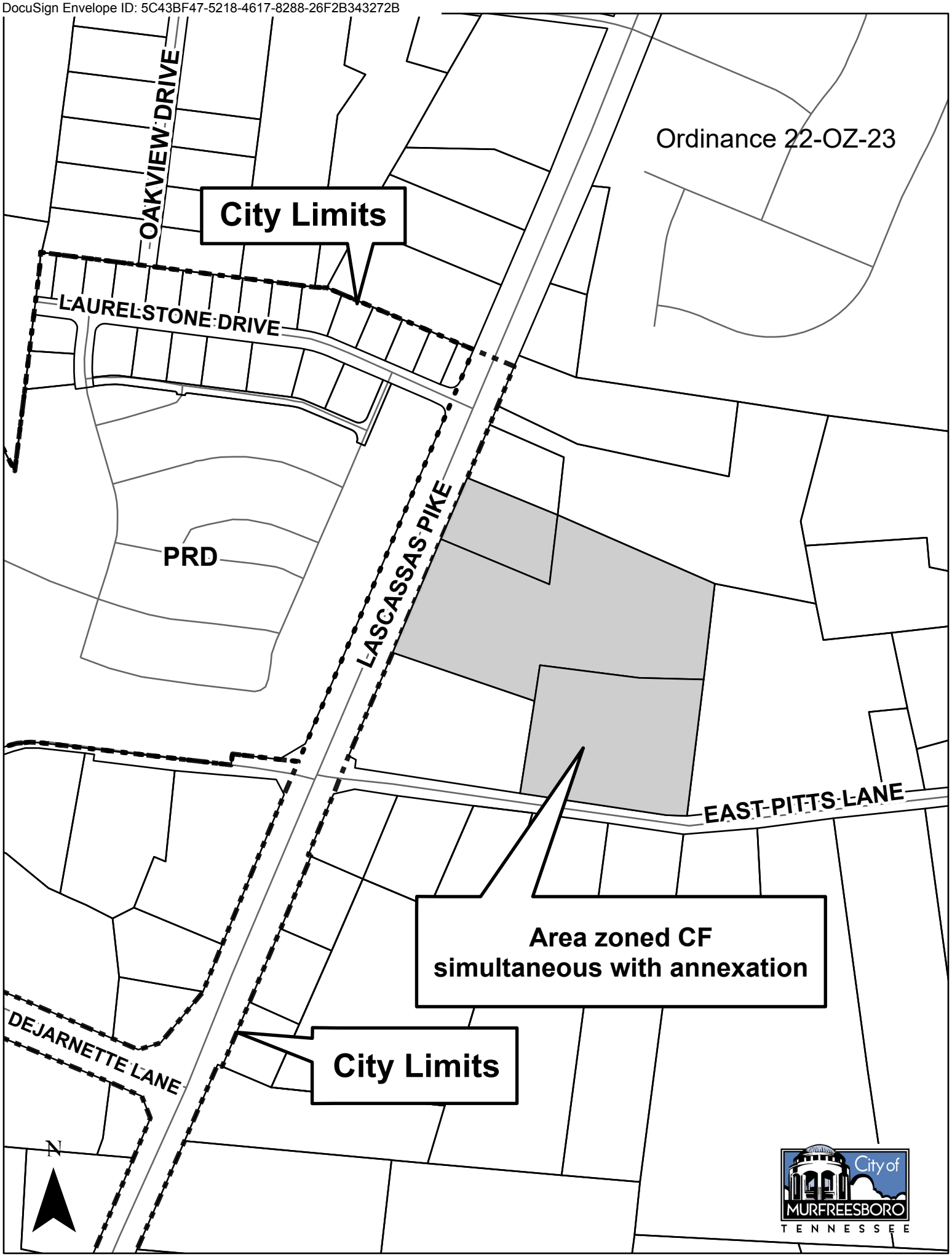
APPROVED AS TO FORM:

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

SEAL

DocuSign Envelope ID: 5C43BF47-5218-4617-8288-26F2B343272B



COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Plan of Services, Annexation, and Zoning for property along Elam Road and Joe B Jackson Parkway [Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Annexation of approximately 0.7 acres and right-of-way (ROW) and zoning of approximately 151.7 acres along Elam Road and Joe B Jackson Parkway.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and the requested annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request.

Background Information

Swanson Development, LP has initiated a petition of annexation [2022-505] for approximately 0.7 acres located along Elam Road. The City developed its plan of services for this area as well as for approx. 3,700 linear feet of Elam Road ROW and the ROW of the Elam Road/I-24 frontage road. Additionally, Swanson Development, LP presented to the City a zoning application [2022-412] for approx. 151.7 acres, including amending the existing PID (Planned Industrial District) zoning on approx. 151 acres and zoning approx. 0.7 acres to PID simultaneous with annexation. During its regular meeting on July 13, 2022, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

Parkway Place is an expanding employment center in our community. Amending the PUD to adjust the uses permitted chart and to provide access improvements will help this development continue to be an economic development driver for Murfreesboro.

Expand Infrastructure

The PID amendment seeks to add a private driveway connection to Elam Road for passenger vehicles needing to access the Parkway Place development, helping distribute traffic and to provide an alternate means of ingress and egress for employees.

Attachments:

1. Resolution 22-R-PS-28
2. Resolution 22-R-A-28
3. Ordinance 22-OZ-28
4. Maps of the area
5. Planning Commission staff comments from the 07/13/2022 meeting
6. Planning Commission minutes from 07/13/2022 meeting
7. Plan of services
8. Parkway Place amended PID pattern book
9. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 13, 2022
PROJECT PLANNER: HOLLY SMYTH

5.d. Annexation petition and plan of services [2021-505] for approximately 0.7 acres located along Elam Road as well as approximately 3,700 linear feet of Elam Road right-of-way and the right-of-way of the Elam Road/I-24 frontage road, Swanson Developments, LP applicant.

Joe Swanson, Jr., representing the property owner Swanson Development, LP, has submitted a petition requesting a property be annexed into the City of Murfreesboro. The vacant property is known as Tax Map 135, Parcel 26.00 (also identified as 5505 Elam Road) and contains approximately 0.7 acres. The property was previously developed with a church that was vacant for a number of years, and the church building was recently demolished. The property is located directly adjacent to the east side of I-24. Access to the site for the last 20 years has been a circular drive that comes off a TDOT highway frontage road (which was previously Elam Road) maintained by Rutherford County outside City limits.

This annexation study also contains the right-of-way (ROW) of Elam Road beginning at its intersection with Manchester Pike westward to the beginning of the bridge over I-24, totaling approximately 3,700 linear feet (which ranges from 45-55' wide with approximately 20' wide asphalt roadway). This annexation study also includes the Elam Road frontage road beginning at the eastern property line of 5505 Elam Road westward to the northern boundary of Tax Map 135, Parcel 29.00 (owned by Columbia Neon Co., Inc.) totaling approximately 1,900 linear feet. Consent has been granted by the County Highway Commission and TDOT has issued a statement of no objection to the annexation.

The subject parcel is located within the City of Murfreesboro's existing Urban Growth Boundary and the areas are contiguous with the existing City limits along the north and west property lines. Additionally, the proposed future land use plan map, Elam Road is shown within the Service Infill boundary as one of the City's southerly edges.

Simultaneous with this application is a request to zone the property Planned Industrial Development (PID) and include in the existing adjacent Parkway Place PID.

Staff has prepared a Plan of Services for the proposed annexation, which has been provided to the Planning Commission in the agenda packet. It demonstrates how services can be provided to the subject property upon annexation. No significant difficulties in providing services are identified in the plan of services with the exception sanitary sewer. Sewer is being built with Parkway Place Region 3; however, the gravity sewer is not deep enough to reach the subject parcel. The annexation of the one subject parcel and right-of-way will allow enhanced permanent connectivity into and out of the PID for future projects and improved emergency access.

Staff Recommendation:

Staff supports the annexation of this one parcel and the 2 adjacent rights-of-way (Elam Road and Elam Road frontage) for the following reasons:

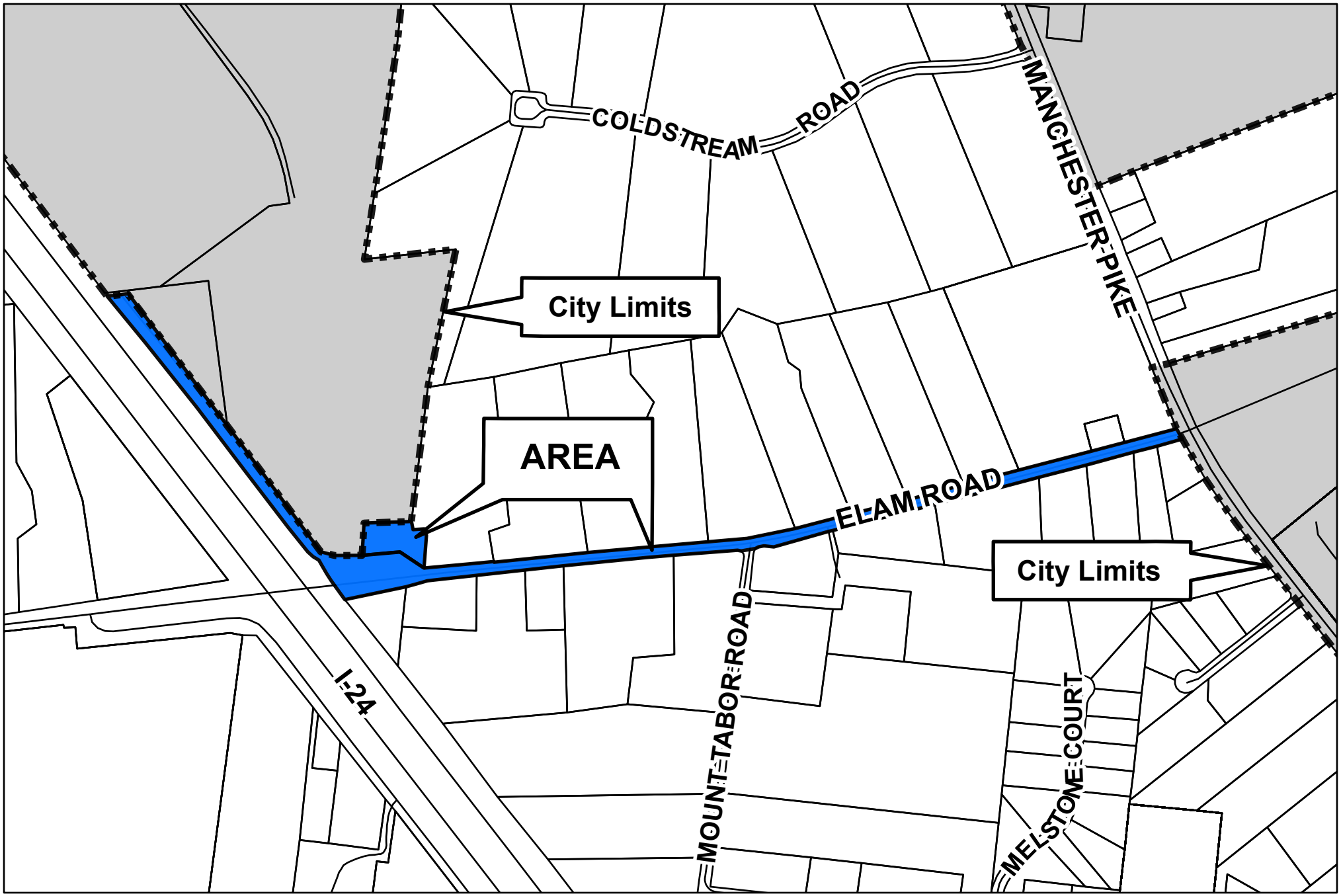
1) The study area parcel and rights-of-way are located within the City of Murfreesboro's existing Urban Growth Boundary and are contiguous with the City limit boundaries.
2) Now that the church is no longer in place, an industrial use tied to the adjacent PID seems to be a more appropriate use especially as it can greatly improve the connectivity into the area. Planning Commission will need to confirm the appropriateness of an industrial use, as the existing adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map indicates Undeveloped.
3) The proposed future land use map under study by the Planning Commission identifies this study area within the proposed Infill Service Line. Developments that are within the proposed Infill Service Line, when contiguous with existing City limits, should be annexed.
4) Elam Road ties back into Manchester Pike (aka Highway 41), which is recommended to be widened to 3-lanes between Elam Road and Joe B Jackson Parkway in the 2040 Major Transportation Plan. The new ingress/egress at the southerly end of the PID through the proposed annexation parcel can help reduce long-term traffic on Joe B Jackson Parkway out to a state route.
5) The new ingress/egress at the southerly end of the PID through the proposed annexation parcel will improve emergency service access.

Action Needed:

The applicant will be available at the Planning Commission meeting to discuss this proposed annexation petition and plan of services. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation to City Council.

Attachments:

Plan of Services



City of MURFREESBORO TENNESSEE

Annexation request for property and right-of-way along Elam Road and I-24

0 370 740 1,480 2,220 US Feet

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



City of MURFREESBORO TENNESSEE

Annexation request for property and right-of-way along Elam Road and I-24

0 370 740 1,480 2,220 US Feet

Planning Department
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111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. JOE SWANSON JR. SWANSON DEVELOPMENT, LP
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: CEO Date: 5-14-22

1188 PARK AVE MBORO 37129
Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: ✓ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that section of Elam Road beginning at its intersection with Manchester Pike westward to the beginning of the bridge over I-24, totaling approximately 3,700 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for Elam Road shown in the current Rutherford County Highway Department Road Book. The City of Murfreesboro, Tennessee has also initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that section of the Elam Road frontage road beginning at the eastern property line of 5505 Elam Road westward to the northern boundary of Tax Map 135, Parcel 02900 (owned by Columbia Neon Co., Inc.), totaling approximately 1,900 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for the Elam Road frontage road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on June 27, 2022 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 27th day of June 2022.

Greg Brooks

Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 27th day of June 2022.

Merry R. Hickerson

NOTARY PUBLIC

My Commission Expires: 4/23/2024

MERRY R. HICKERSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

MINUTES OF THE MURFREESBORO PLANNING COMMISSION
JULY 13, 2022

6:00 PM **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Jami Averwater
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
Amelia Kerr, Planner
Katie Noel, Project Engineer
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order and 2. Determination of a Quorum

Mr. Greg McKnight, acting as Chair Pro-Tem, called the meeting to order at 6:00 PM and requested for Item 4 a. the Election of Chair and Vice-Chair for 2022-2023, to be moved as the first item on the Agenda. A quorum was present.

Mr. Shawn Wright made a motion for Election of Chair and Vice Chair 2022-2023 to be moved to the first item on the agenda; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Mr. Greg McKnight opened the floor for the nomination of the 2022-2023 Planning Commission Chair.

There being no further discussion, Ms. Jami Averwater moved to approve the zoning application subject to all staff comments including consistency in the pattern book regarding the enhanced elevations in high visible areas; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Annexation petition and plan of services [2021-505] for approximately 0.7 acres located along Elam Road as well as approximately 3,700 linear feet of Elam Road right-of-way and the right-of-way of the Elam Road/I-24 frontage road, Swanson Developments, LP applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover of SEC and Mr. Joe Swanson Jr. (developer) were in attendance representing the application.

Chair Kathy Jones opened the public hearing.

1. **Mr. Wallace Maples, 5550 Elam Road** – expressed concerns regarding traffic on Elam Road, including construction traffic. He is not in favor of the annexation request.

2. **Mr. Mark Green, 5302 Elam Road –** expressed concerns regarding traffic on Elam Road. He is not in favor of the annexation request.

3. **Ms. Peggy Maples, 5506 Elam Road** – expressed concerns regarding traffic and drainage. She opposes the annexation request.

4. **Mr. & Ms. Lopez, 5602 Elam Road** –They have concerns with traffic and the proposed widening of Elam Road. They oppose the annexation request.

5. **Mr. Bob Hoggatt, 5623 Elam Road** – voiced his concerns with the increase in crime and traffic. He opposes the annexation request.

6. **Ms. Angie McFarland Kleinau, 5942 West Gum Road** – voiced her concerns with safety and crime in her area. She opposes the annexation request.

7. **Mr. Joe Swanson, Jr., 3614 Manchester Pike**- came forward and apologized to the community about the construction traffic of the last 45 days but that it would be ending in 7 days. He has been in contact with Greg Brooks with Rutherford County Highway Department to make repairs to Elam Road where needed.

Ms. Kathy Jones closed the public hearing.

Ms. Holly Smyth addressed concerns regarding emergency response.

Mr. Brian Grover of SEC addressed drainage and roadway improvements.

There being no further discussion, Mr. Warren Russell moved to approve the Annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

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RESOLUTION 22-R-PS-28 to adopt a Plan of Services for approximately 0.9 acres located along Elam Road as well as approximately 3,700 linear feet of Elam Road right-of-way and the right-of-way of the Elam Road/I-24 frontage road, Swanson Development, LP, applicant [2022-505].

WHEREAS, the Owner(s) of the territory identified on the attached map as the "Area to be Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and,

WHEREAS, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and,

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on July 13, 2022 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on September 1, 2022, pursuant to a Resolution passed and adopted by the City Council on July 21, 2022, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on August 16, 2022; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the "Area to be Annexed" establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the "Area to be Annexed" is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 22-R-A-28**, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Jennifer Brown
City Recorder

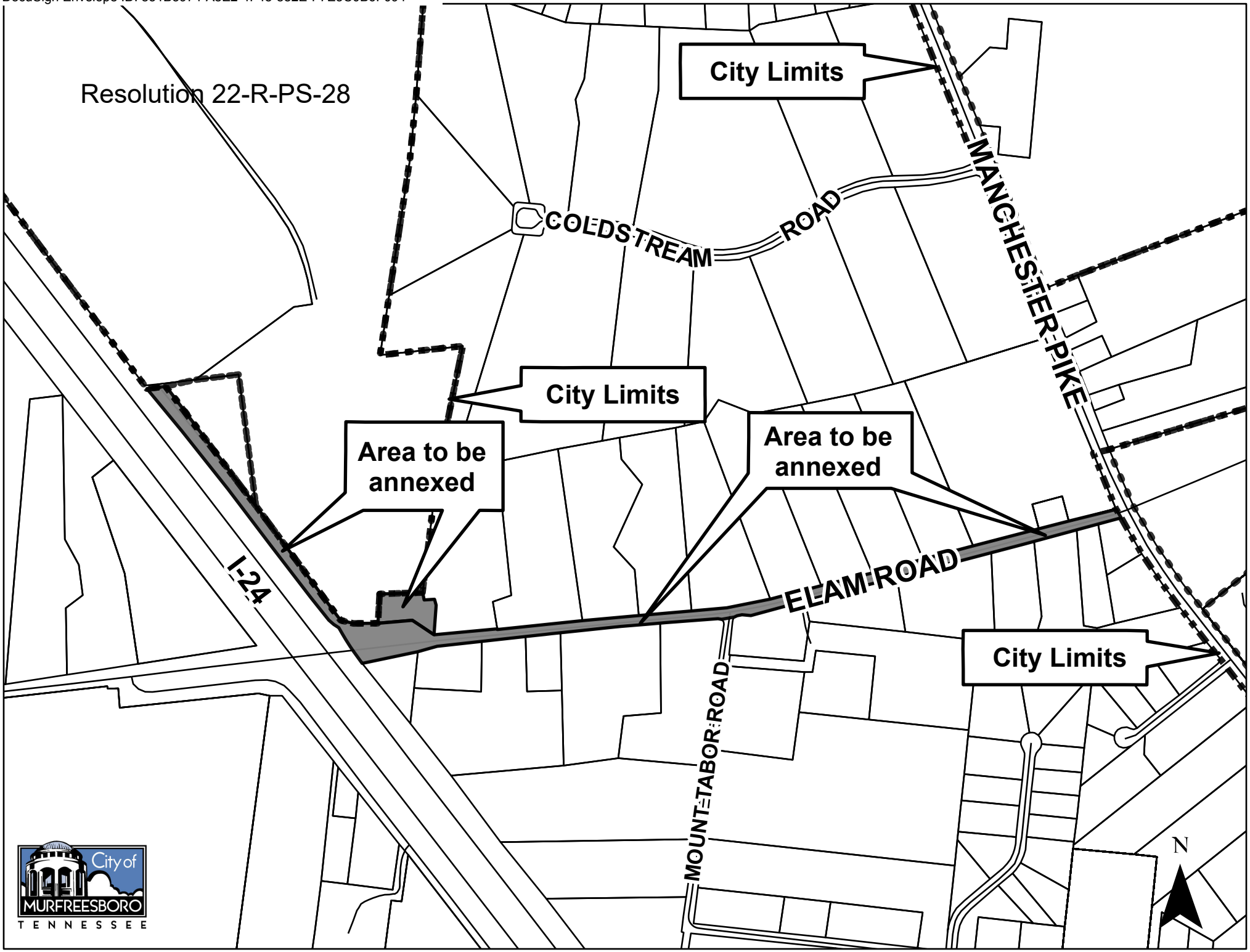
APPROVED AS TO FORM:

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

SEAL

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Resolution 22-R-PS-28

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG ELAM ROAD INCLUDING PLAN OF SERVICES (FILE 2022-505)

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION – July 13, 2022

DocuSign Envelope ID: 851B3974-A8E2-4F48-882E-F7E3C0B6F094



City of MURFREESBORO TENNESSEE

Annexation request for property and right-of-way along Elam Road and I-24

0 370 740 1,480 2,220 US Feet

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

DocuSign Envelope ID: 851B3974-A8E2-4F48-882E-F7E3C0B6F094

INTRODUCTION

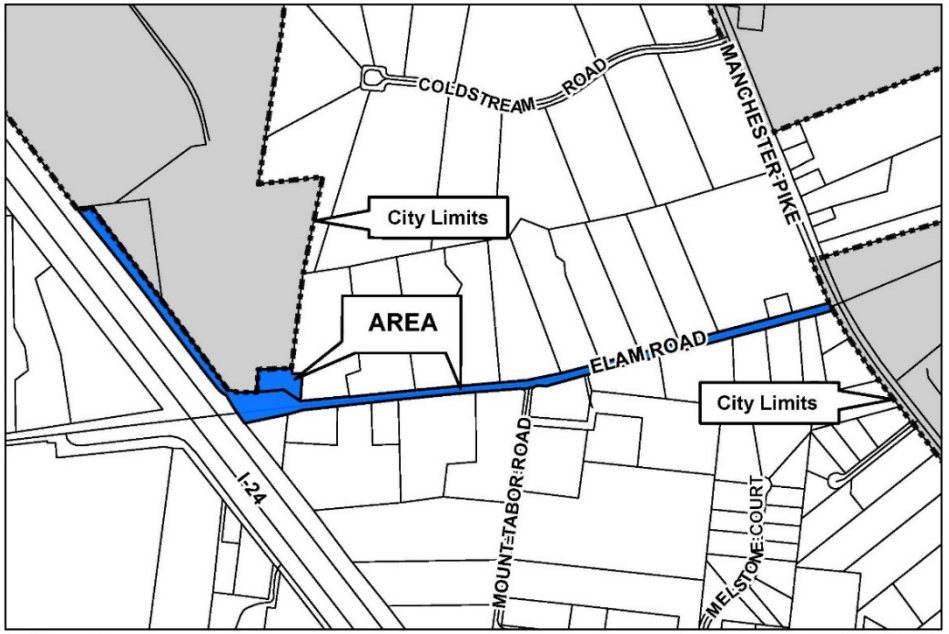
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OVERVIEW

Joe Swanson, Jr., representing Swanson Development, LP, has submitted a petition requesting annexation by the City of Murfreesboro. The subject property contains 1 parcel containing 0.7 acres. The property is located on the north side of Elam Road east of I-24 and west of Manchester Pike. The property tax map number is Tax Map 135, Parcel 26.00. The property is currently vacant but was previously developed with a church. Simultaneous with annexation is a request to zone the property Planned Industrial District (PID) within the Parkway Place PID.

Additionally, the City of Murfreesboro is requesting the annexation of the adjacent Elam Road right-of-way within Rutherford County to the east as well as the adjacent Tennessee Department of Transportation (TDOT) right-of-way to the south and the TDOT frontage road north of Elam Road, as shown on the adjacent map. Consent has been granted by the County Highway Commission and TDOT has issued a statement of no objection to the annexation.

The parcel as well as the right-of-way are located within the City of Murfreesboro's Urban Growth Boundary and are contiguous with the City limits.

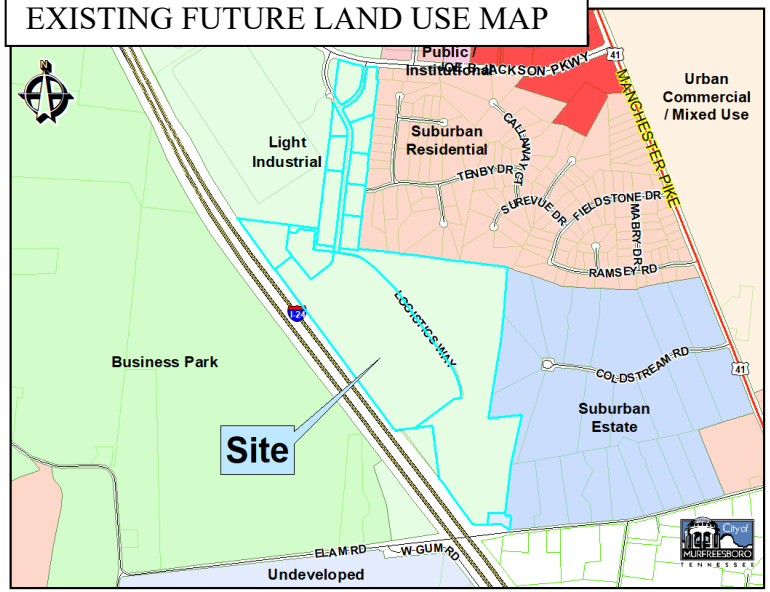


GENERAL PLAN LAND USE

The study area is located within the City of Murfreesboro's existing Urban Growth Boundary and is contiguous with the current City limits. The existing adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map on the next page indicates an "Undeveloped" land use designation. This classification refers to all lands within the Planning Area that are outside the 5-year growth areas designated on Map 4.1 Growth Sequencing Program and are therefore considered outside the 20-year horizon of the plan.

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EXISTING FUTURE LAND USE MAP

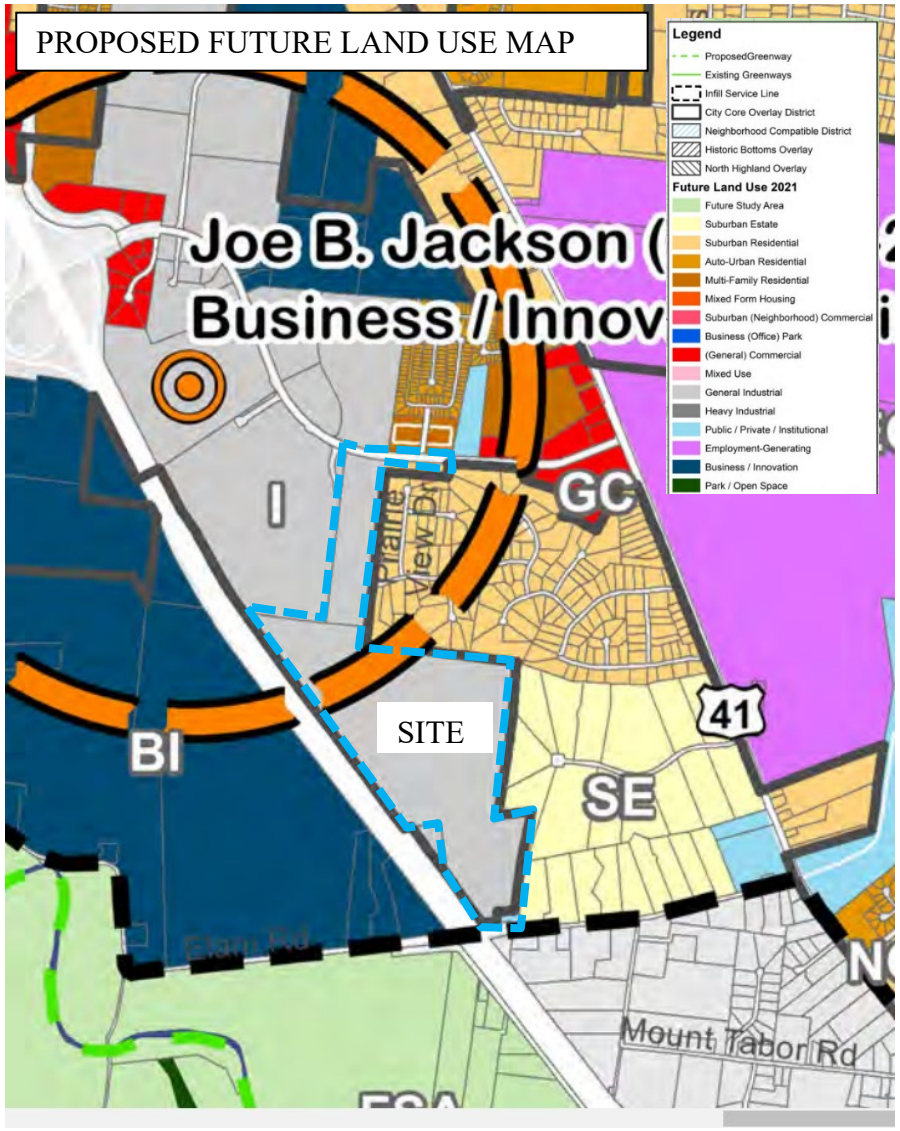


The Planning Commission is currently considering a proposed future land use map update (shown to the right), which identifies this property as Public/Private/Institutional, as there used to be a church on the property. Given the fact that the institutional use no longer exists, it seems appropriate that the area should be revised before adoption of the update to be designated as General Industrial to tie into the adjacent PID.

Additionally, the proposed updated map identifies an Infill Service Line. The purpose of the proposed Infill Service Line is to help facilitate growth and development in an orderly, planned, and sustainable manner. The roadway and the parcel are within the infill service line which supports annexation.

Developments that are within the proposed Infill Service Line in the infill areas, when contiguous with existing City limits, should be annexed.

PROPOSED FUTURE LAND USE MAP

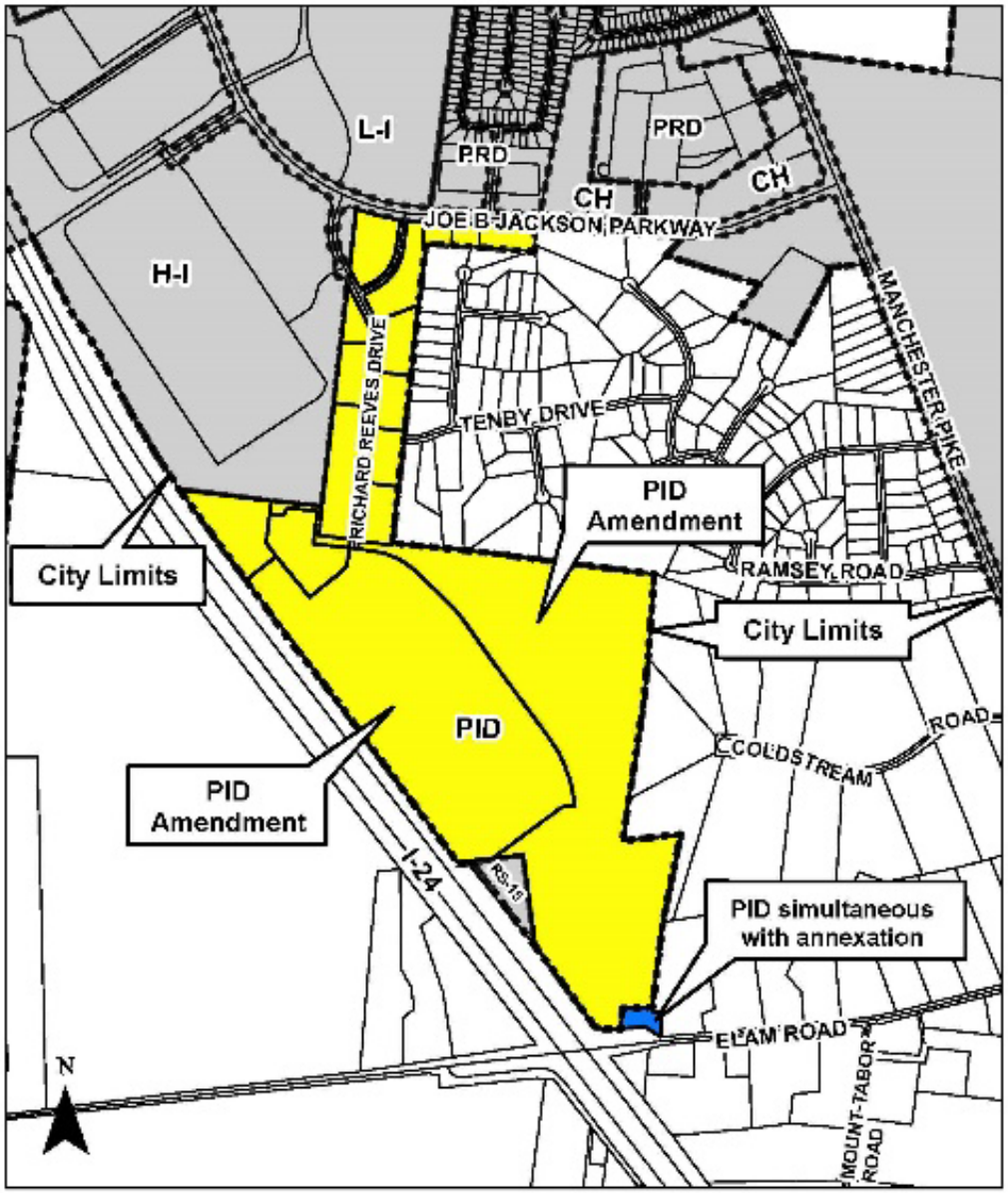


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CITY ZONING

An application has been submitted by Joe Swanson, Jr., on behalf of Swanson Developments, LP, requesting Planned Industrial District (PID - Parkway Place) zoning for the 0.7 acre study area simultaneous with annexation. The parcel requested for annexation is shown in blue and is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

The zoning on the adjacent properties to the north are PID, and to the east, south, and west are zoned RM in the County.



Zoning request for property along Richard Reeves Drive and Elam Road
PID Amendment (Parkway Place PID) and
PID simultaneous with annexation

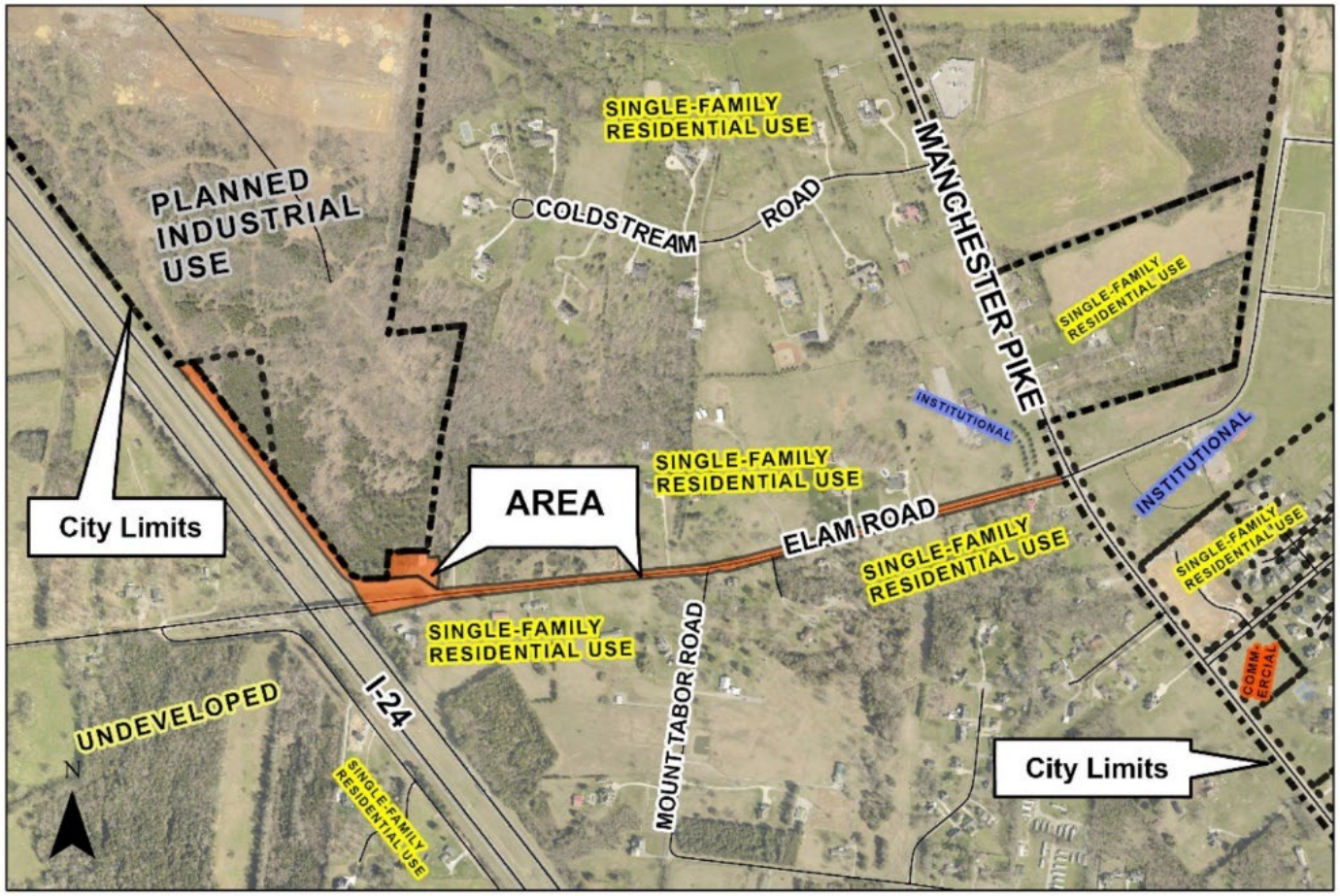
0 500 1,000 2,000 3,000 US Feet

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

DocuSign Envelope ID: 851B3974-A8E2-4F48-882E-F7E3C0B6F094

PRESENT AND SURROUNDING LAND USE

The study area shown in orange is vacant land. The surrounding land uses are vacant or single-family residential



Annexation request for property and right-of-way along Elam Road and I-24

0 0.07 0.15 0.3 0.45 0.6 Miles

Planning Department
City of Murfreesboro
111 West Vine St
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DocuSign Envelope ID: 851B3974-A8E2-4F48-882E-F7E3C0B6F094

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2022 will be due on December 31, 2023. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $0.9526/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table 1
Estimated Taxes from Site

Owner of Record	Acres	Land Mkt Value	Improvement Value	Assessment Value from Co Site	Estimated City Taxes
Swanson Developments LP	0.7	$61,700	$0.00	$15,425	$147

These figures are for the property in its current state and are subject to change upon development.

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PLAN OF SERVICES

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POLICE PROTECTION

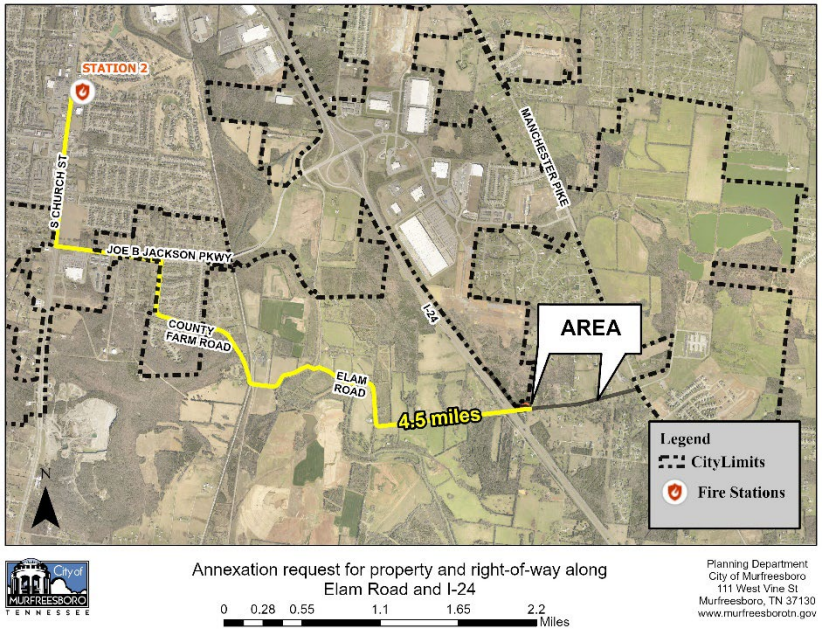
At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services which include patrol, traffic, and criminal investigations. Other services such as community crime prevention programs are also available. Services will be effective upon the date of annexation.

The Murfreesboro Police Department can immediately provide police services to the property as it currently exists. This annexation would include new right-of-way (ROW) that will require traffic enforcement and response activities in addition to calls for service at the proposed property. However, there are several residences along this ROW who will continue to receive emergency services from Rutherford County. This combination has in the past and likely will continue to impact emergency service response times to the county residents or motorists on the ROW based upon the current addressing and 911 location guidelines which the City computer-aided dispatch system is based upon. The current police zone that borders the property is Zone 5.

Police staffing numbers are assessed based upon cumulative residential population numbers.

FIRE AND EMERGENCY SERVICE

The study area contains one vacant parcel and street ROW along Elam Road, south of Logistics Way due east of I-24. Currently the study area is located 4.5 miles from the nearest City's Fire Station #2 (2880 Runnymeade Drive). The yellow line on the adjacent map represents the linear distance from the nearest fire station.



Rutherford County Fire Rescue, Station 3 is located directly across the street from the subject parcel at 5502 Elam Road and a fire hydrant is on the parcel.

The end of the current phase of Logistics Way will be approximately 4,800' in from Joe B. Jackson Parkway with no outlet. Should the property be developed with industrial uses, and vehicular access be provided to Elam Road, fire safety for the adjacent Parkway Place PID can be improved.

MFRD can provide emergency services immediately upon annexation at no additional expense, given there are no buildings onsite. Fire protection can be better provided upon development, as water and vehicular access will be extended to tie into the industrial development.

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ELECTRIC SERVICE

The study area will be served by Middle Tennessee Electric Membership Corporation (MTE). MTE has existing facilities adjacent to the property that will serve the development.

STREET LIGHTING

The subject property only has street frontage along Elam Road, which does not have any street lights. When the private or public roadway connection is made to Elam Road, the developer will be responsible for installing streetlighting at this T-intersection for proper visibility.

The City can request MTE installation of street lighting along Elam Road when they feel it is appropriate per the City's reinvestment plan with MTE which sets the installation and maintenance cost.

SOLID WASTE COLLECTION

In both its current and proposed state, the Solid Waste Department will not be impacted by the annexation of this vacant parcel as the City no longer provides service to commercial and industrial establishments.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any existing and future occupants of the study area. These facilities and programs are funded by the Murfreesboro taxpayers and include approximately 1,300 acres throughout a parks system that includes 8 recreational and cultural facilities, a 15-mile greenway system located mostly along the Stones River, and 23 additional park sites. Murfreesboro Parks and Recreation develops programs and events to provide safe recreational and cultural activities for all demographics. Residents of the City of Murfreesboro may qualify for financial assistance for free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The parcel currently resides outside of the Black Fox Elementary school zone, and it would become part of this school's zoned area.
In its current vacant state, the annexation of this parcel will have no impact on the school
Should the property be developed with industrial uses, it would also have no impact on MCS.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

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PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

STREETS AND ACCESS

The annexation study area has access to existing Elam Road and includes approximately 3,700 linear feet of Elam Road ROW and 1,900 linear feet of the Elam Road/I-24 frontage road. Elam Road and the frontage road are existing 2-lane, ditch section roadways. Upon annexation, the City will be responsible for operation and maintenance of these streets. Elam Road is currently in need of repaving at a cost of approximately $108,000. Based on a 15-year repaving cycle, the annualized maintenance cost for Elam Road is $5,500 and for the frontage road is $1,800 with State Street Aid and General Fund as funding sources. The annexation of the ROW will also result in approximately $925 of capital cost for Elam Road and another $500 for the frontage road with State Street Aid and General Fund as funding sources. Any new connections to Elam Road must be approved by the City Engineer and any connections to the frontage road must be approved by TDOT and the City Engineer. Additionally, development along Elam Road or the frontage road will require construction of improvements to the roadway and ROW/easement dedication in accordance with the City's Substandard Street requirements.

Any new public roadways to serve the study area must be constructed to City Standards.

REGIONAL TRAFFIC & TRANSPORTION

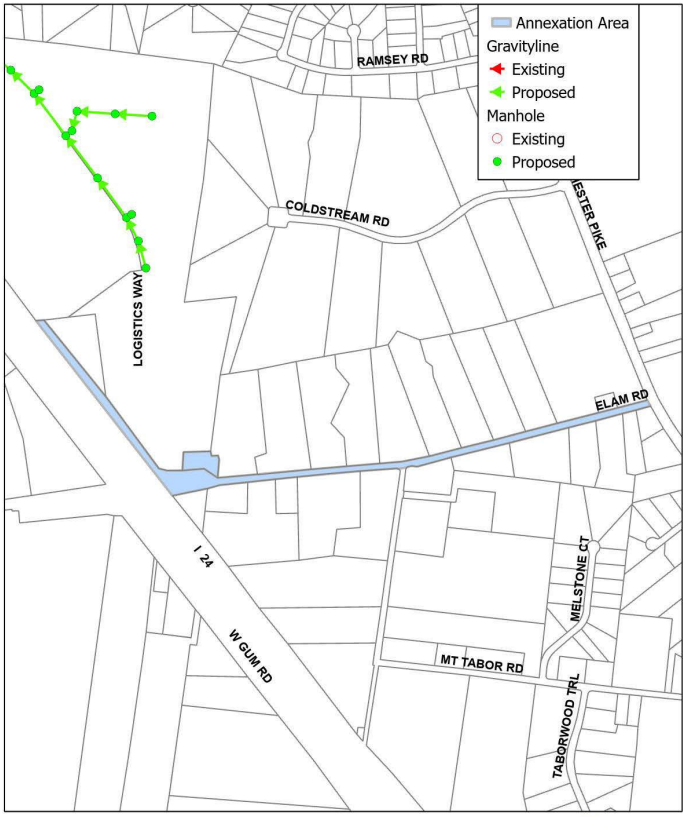
The study area has access to Elam Road. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Elam Road to be operating at a Level of Service A in the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that Elam Road operates at a Level of Service of C without the proposed improvements recommended in the 2040 Plan.

SANITARY SEWER SERVICE

The property requesting annexation does not have access to sanitary sewer. Sanitary sewer is being extended with the Parkway Place Section 3 project; however, the gravity sewer is not deep enough to reach this property. The property owner is aware of these limitations and he has expressed that this will not be an issue as it was purchased for additional access to the property and development to the north.

Any and all main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.

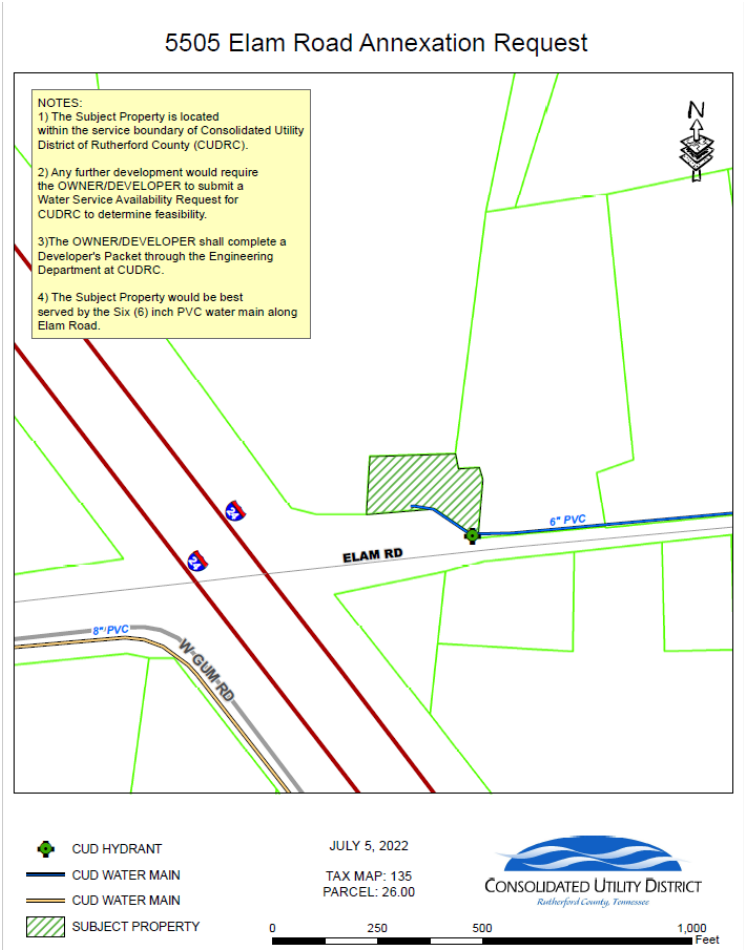
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WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County (CUDRC) service area. CUD's current infrastructure provides water services to the existing site which previously contained a church building. CUDRC has an existing six (6) inch water main along Elam Road to serve the study area as depicted in the attached exhibit.

Any further development would be subject to the property owner(s) submitting a Water Service Availability Request to CUDRC to determine feasibility. Any water service provided to future structures would be dependent of the results of the Water Service Availability Request feasibility study in accordance with CUDRC's development policies and procedures.



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DRAINAGE

Public Drainage System

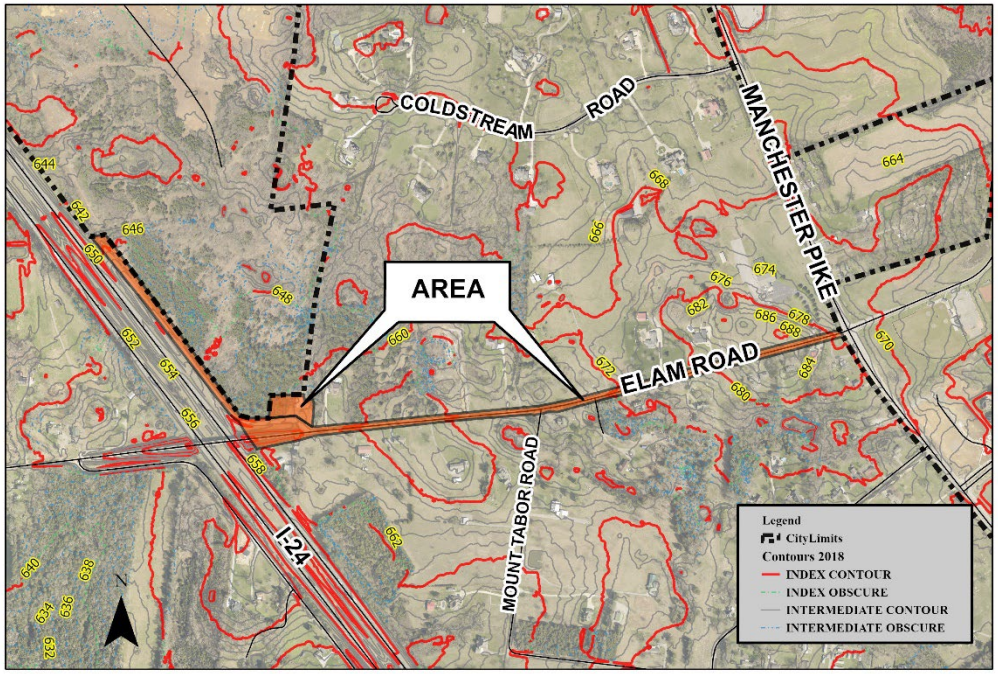
Public drainage facilities available to the study area are located within the ROW of Elam Road and the frontage road. The drainage facility within both roadways will become the responsibility of the City upon annexation. Routine maintenance for these facilities are included within the expected annual maintenance costs for the public roadway. State Street Aid and Stormwater Utility Fee are anticipated sources for funding the public drainage facilities operation and maintenance.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards. The light curved lines on the adjacent map represent two-foot contour intervals, with the red lines showing 2018 elevation numbers.

The property drains to the ROW of Elam Road. A review of historic aerial photography and topography indicate closed depressions which pond water from time to time.

Regional Drainage Conditions

A review of the regional drainage patterns indicates that most of the study area drains to the right-of-way of Elam Road. The right-of-way drains to closed depressions located on private property of County residents.

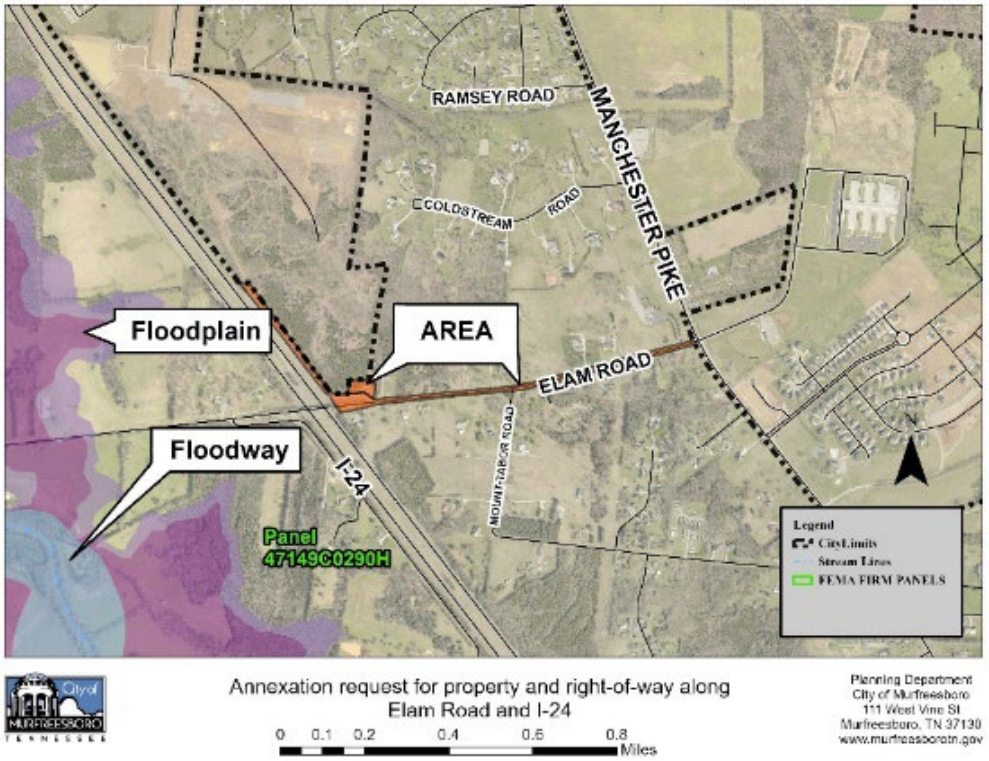


Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The property is currently vacant and will not generate revenue for the Stormwater Utility Fee.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

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FLOODWAY

None of the study area is located within the floodplain or floodway. The nearest 500-year floodplain is approximately 2,800 feet away while the nearest regulatory floodway is approximately 5,100 feet away on the westerly side of I-24. The Flood Insurance Rate Maps (FIRM) layer was developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodplain layers nearest to the subject property along the Middle Fork of the Stones River Branch. The map indicates the 100-year floodplain with dark purple shading, the 500—year floodplain with light purple shading and the regulatory floodway with blue shading.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

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RESOLUTION 22-R-A-28 to annex approximately 0.9 acres located along Elam Road (Tax Map 135, Parcel 26.00) as well as 3,700 linear feet of Elam Road right-of-way and the right-of-way of the Elam Road/I-24 frontage road and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Swanson Development, LP, applicant(s) [2022-505].

WHEREAS, the Owner(s) of the territory identified on the attached map as the "Area Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 22-R-PS-28** on September 1, 2022; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on July 13, 2022 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 22-OZ-28,** the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

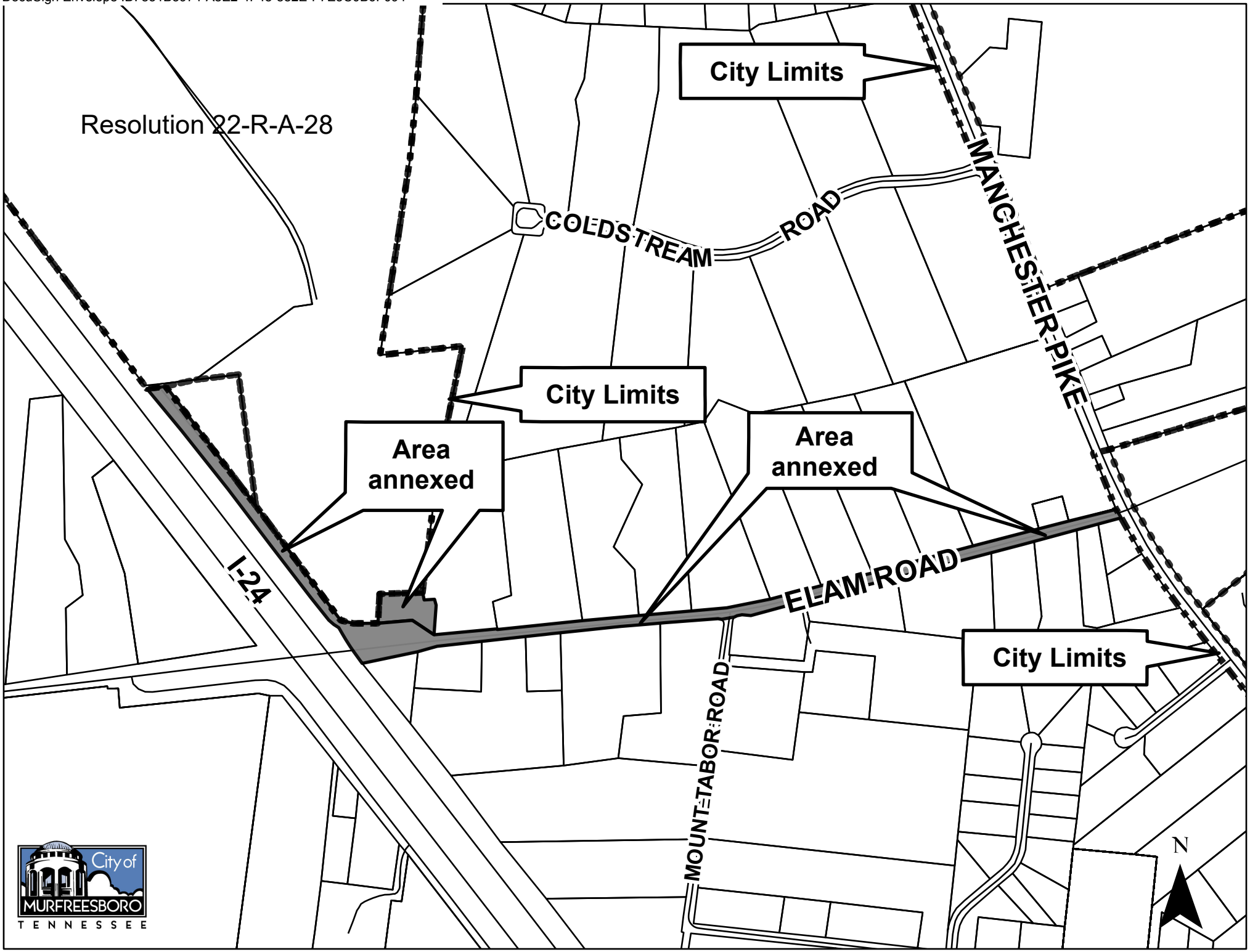
DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

_____
Jennifer Brown
City Recorder

_____
Adam F. Tucker
City Attorney

SEAL

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MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS
JULY 13, 2022
PROJECT PLANNER: HOLLY SMYTH

5.e. Zoning application [2022-412] to amend the Parkway Place PID on approximately 151 acres located along Joe B Jackson Parkway and Richard Reeves Drive and to zone approximately 0.7 acres located along Elam Road to PID simultaneous with annexation, Swanson Developments, LP applicant.

The majority of the subject area is part of the existing Amended Parkway Place Planned Industrial Development (Parkway Place PID) file #2016-422 located on the south side of Joe B Jackson Parkway, east of the Amazon Fulfillment Center, west of the Magnolia Trace and Oakland Farms subdivisions, and northeast of Interstate 24. Access to individual parcels is generally from Joe B Jackson Parkway through the center of the PID along the existing Richard Reeves Drive or Treasure Way that then tie into the new Logistics Way currently under construction with the 1 million square foot industrial building project next to I-24. This PID is partially built-out and contains 4 "regions" which each have different scales, architecture, landscape buffers, and allowable uses, as defined by the program book. One new parcel is proposed to be added to the PID located on the south-eastern edge of the existing PID at 5505 Elam Road (aka Parcel 26.00 of Tax Map 135). This vacant property is approximately 0.7 acres in size, zoned RM (Medium Density Residential) in Rutherford County, and is proposed to be added to this 150.51 acre PID simultaneous with annexation as shown on the attached illustration.

The applicant, Joe Swanson, Jr. of Swanson Development, LP, is requesting to amend the PID as generally shown on page 8 of the Program Book to:

1) Add an approximately 0.7 acre (parcel 26.00 of Tax Map 135) to the PID, to regions 3 and 4, split by the future private.
2) Change a 0.64-acre section of Region 2 to become part of Region 3 (which was previously anticipated to be needed for storm water).
3) Modify the allowable uses list as highlighted in yellow with red text on page 17 of the program book.
4) Move some of the Region lines to align with approved roadways (the acreage changes are listed in the table on page 8 of the program book).
5) Incorporate cementitious siding, insulated metal panels (IMP's), and aggregate panels in the allowable building materials list within all the regions.
6) Provide a private access easement to Elam Road for passenger vehicular access, not for shipping and receiving deliveries. The developer will be responsible for constructing this driveway connection to Elam Road.
7) Provide an exception to the maximum cul-de-sac length per the City of Murfreesboro Subdivision Regulations for the currently approved Logistics Way.
8) Require Traffic Impact Study (TIS) with any new site plan submittals for the PID

south of the current terminus of Logistics Way. The TIS shall identify improvements warranted for Elam Road with the proposed driveway connection, and the developer will be responsible for constructing those improvements determined at the time of site plan review.

A revised program book is included in the agenda packet. The diagram on page 11 of the program book reflects the City's 2040 Major Transportation Plan's (MTP) "Recommended Improvement Projects" nearest the project site. Manchester Pike is recommended for widening to three lanes between Elam Road and Joe B Jackson Parkway and widening to five lanes north of Joe B Jackson Parkway. Because of improvements already made to the intersection of Manchester Pike and Elam Road next to the school and the future long-term projects along Manchester Pike, it was felt that including the single parcel into the existing PID was needed to provide for improved secondary connectivity for the development back to Elam Road. This connectivity will provide improved emergency access and may lessen employee traffic utilizing the Joe B Jackson Parkway corridor.

A neighborhood meeting will be held on July 11, 2022 at 5:30pm at New Vision Church's Buchanan Campus on Elam Road. The summary of their comments will be reported to the Planning Commission at the public hearing.

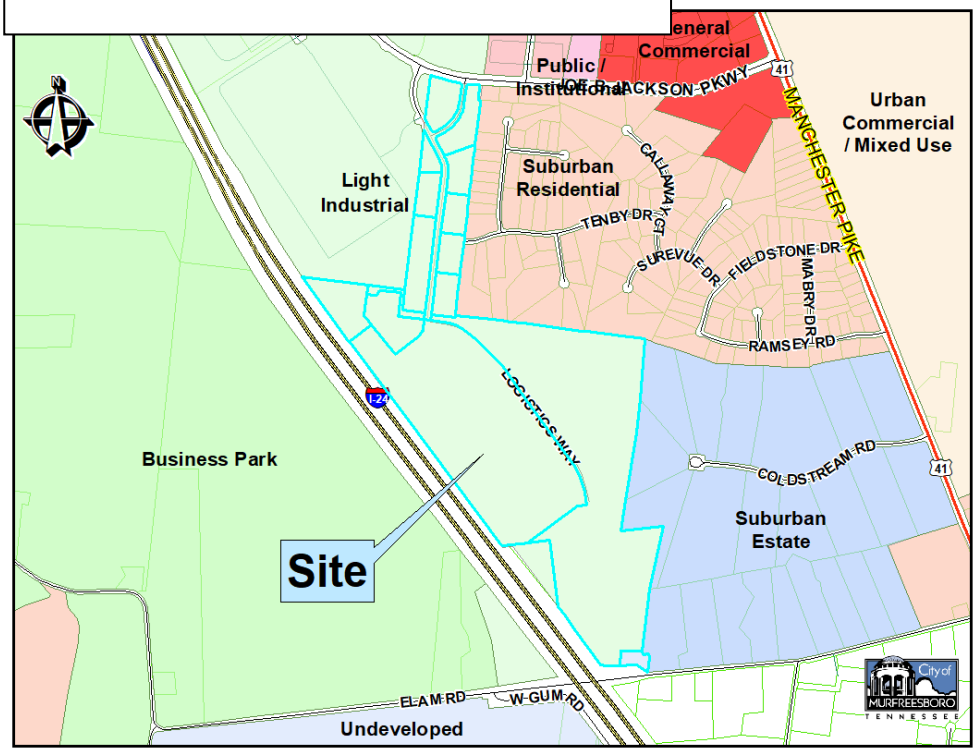
Future Land Use Map

The existing Murfreesboro 2035 Comprehensive Plan Future Land Use Map and proposed future land use map being reviewed by the Planning Commission (excerpts below) indicate that Light Industrial or General Industrial respectively as the most appropriate land use character for the existing PID area. This designation is consistent with the current PID area.

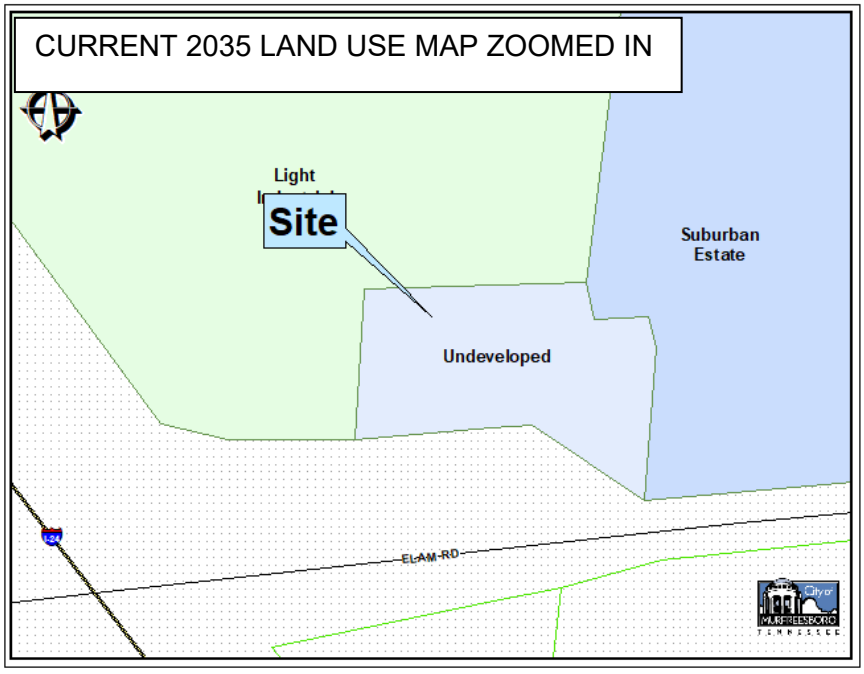
The new single parcel proposed to be added to the PID is identified as "Undeveloped" on the adopted future land use map. This classification refers to all lands within the Planning Area that are outside the 5-year growth areas designated on Map 4.1 Growth Sequencing Program and are therefore considered outside the 20-year horizon of the plan. It is identified as "Public/Private/Institutional" in the proposed update to the future land use map. The reason for the land use designation on the proposed update is due to the fact there was a church building located on the site. The proposed PID designation is not consistent with either of the general plan future land use maps. However, given the fact that the church building was recently demolished on the site, staff believes including this parcel into the PID would allow for a much needed additional point of access for non-shipping and receiving vehicles. The existing access into the entire PID is only via Joe B Jackson Parkway through either Richard Reeves or Treasure Drive which then merge together into Logistics Way. There is 2,500 feet of Richard Reeves Drive into the site plus another 2,400 feet of Logistics Way. If no outlet was provided, the PID could be up to 6,600 feet long with only a single access point into the PID. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use maps.

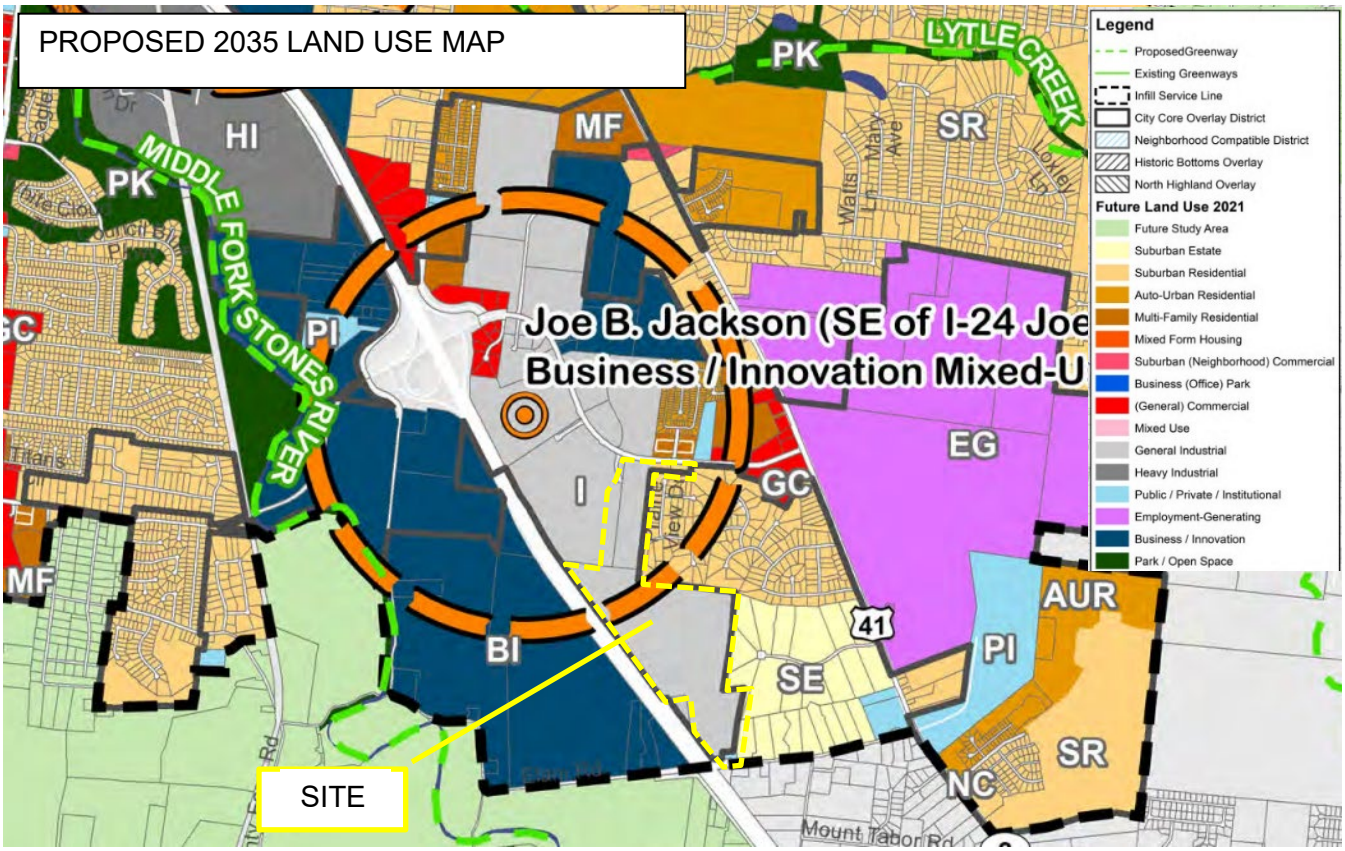
Through the proposed land use map under review, the City envisions development north of this section of Elam Road as Suburban Estate on the east side of I-24 and Business Park or Business Innovation classification on the west side of I-24. Given the existing bridge over I-24, the City anticipates additional traffic utilizing this segment of Elam Road to avoid the Joe B Jackson Parkway interchange corridor.

CURRENT 2035 LAND USE MAP



CURRENT 2035 LAND USE MAP ZOOMED IN



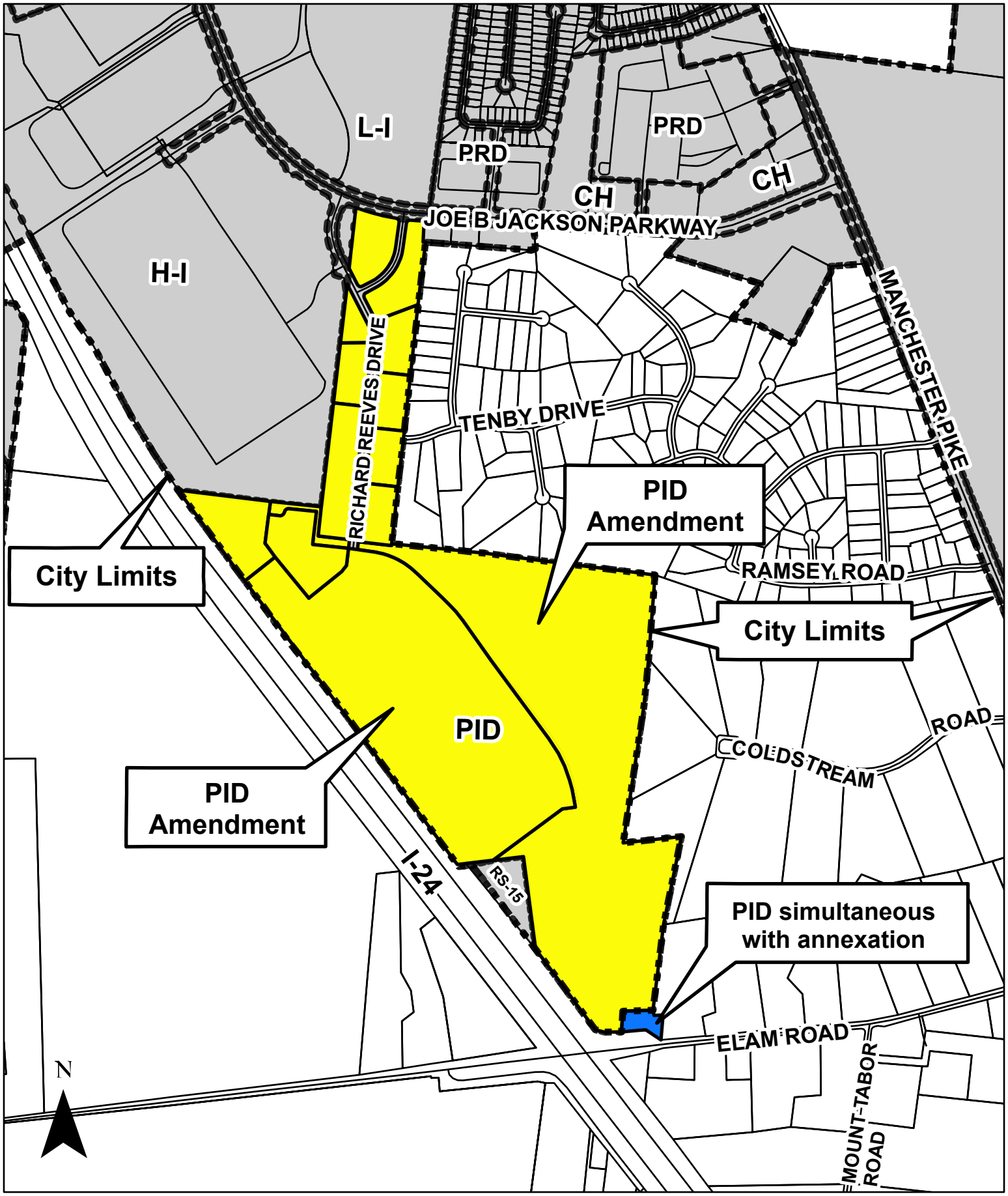


Recommendation:

Staff is supportive of this zoning request to add one parcel and modify the existing PID as mentioned above and captured in the program book for the following reasons:

1) With the 1 mile plus distance of the dead-end cul-de-sac of Richard Reeves Drive/Logistics Way within the existing PID from Joe B Jackson Parkway, including the single parcel into the existing PID for secondary connectivity back to Elam Road will improve the emergency access and may lessen employee traffic utilizing the Joe B Jackson Parkway corridor.
2) The additional proposed uses within the various regions still provide for adequate protection to adjacent neighbors that are adjacent to the easterly half of region 2 and region 4.
3) The new exterior building materials reflect materials that have already been utilized in the PID as Planning Commission approved individual site plans and architecture and appear to be appropriate for an industrial park.
4) A future Traffic Impact Study for specific Elam Road improvements will be required with any future site plans south of the existing terminus of the approved Logistics Way, and the developer will be required to construct identified improvements.

The applicant will be available at the Planning Commission meeting to discuss this proposed zoning request. The Planning Commission will need to conduct a public hearing prior to making a recommendation to the City Council.

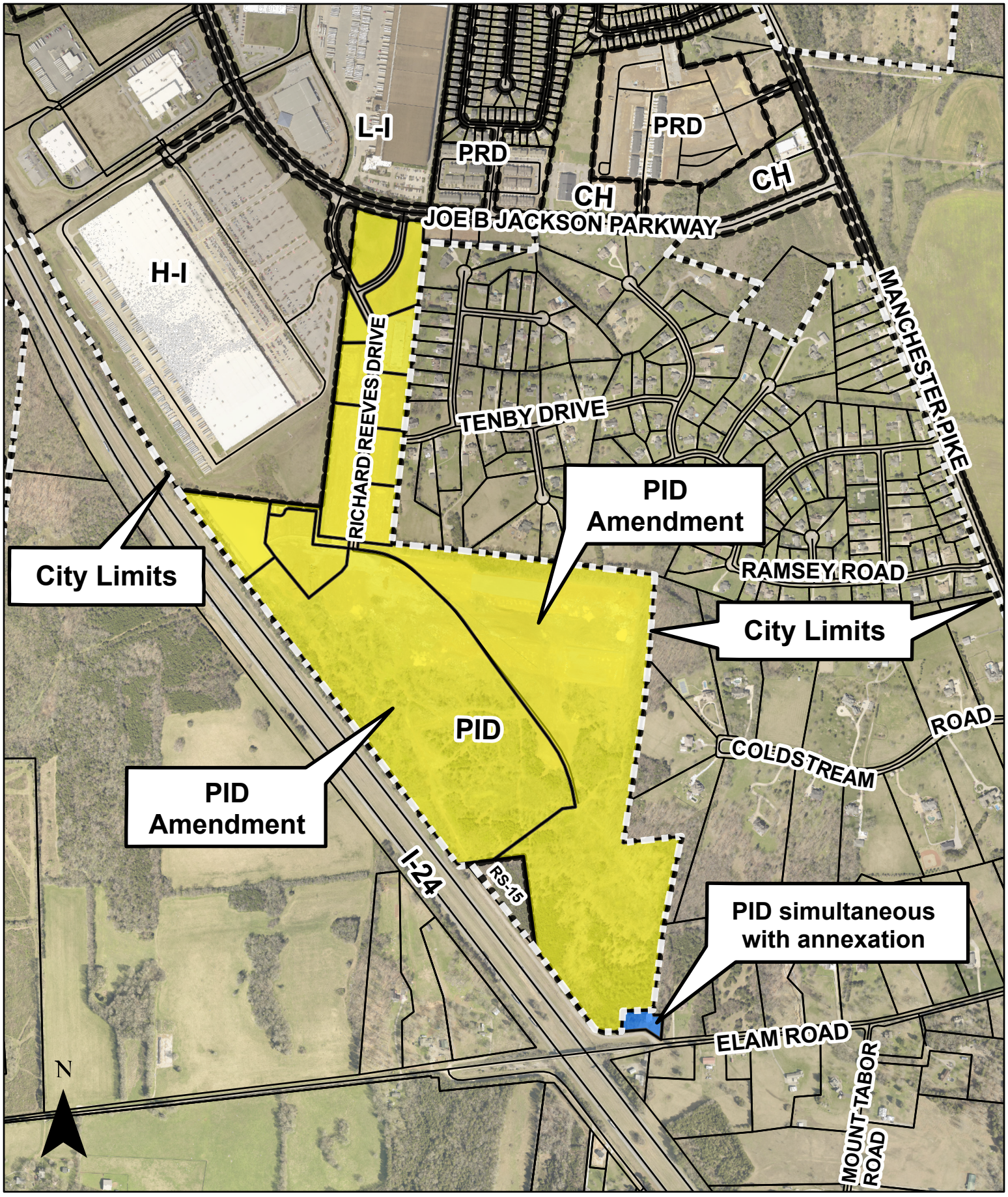


Zoning request for property along Richard Reeves Drive and Elam Road
PID Amendment (Parkway Place PID) and
PID simultaneous with annexation

0 500 1,000 2,000 3,000 US Feet

City of MURFREESBORO TENNESSEE

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



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City of MURFREESBORO TENNESSEE

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City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

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

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: Swanson Developments, LP c/o Joe Swanson

Address: 1188 Park Avenue City/State/Zip: Murfreesboro, TN 37128

Phone: 615-896-0000 E-mail address: joejr@swansoncompanies.com

PROPERTY OWNER: Swanson Developments, LP

Street Address or property description: Richard Reeves Drive, Treasure Drive, and Logistics Way

and/or Tax map #: 126O, 135B, 135 Group: Parcel (s): Multiple Parcels

Existing zoning classification: PID

Proposed zoning classification: PID Acreage: 151.33

Contact name & phone number for publication and notifications to the public (if different from the applicant): Rob Molchan 615-890-7901

E-mail: rmolchan@sec-civil.com

APPLICANT'S SIGNATURE (required):

DATE: 5/12/2022

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

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

Amount paid: **Receipt #:**

Revised 7/20/2018

SEC, Inc.

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

August 26, 2022

Holly Smyth
City of Murfreesboro Planning Department
111 West Vine Street
Murfreesboro, TN 37130

RE: 08068 Parkway Place PID Amendment
PID Booklet Summary of Changes
SEC Project No. 08068

Dear Holly,

Revisions per staff comments have been outlined below.

Cover Page –

Updated submittal date for the September 1, 2022 City Council Public Hearing.

Page 7 –

Revised Bullet Point #6 for corrected language regarding private access easement.

Page 11 –

Revised the second asterisk on bottom of page for corrected language regarding Elam Road access design and buffers.

Page 16 –

Added yellow boxes around IMP Panels, Cementitious Siding, and Aggregate Panels, to indicate new building façade materials being requested with the Amendment.

Page 17 –

Updated allowable uses chart to highlight in Red the modified uses for this amendment.

If you have any questions, I can be contacted by phone at 615-956-1989. My email address is rmolchan@sec-civil.com.

Sincerely,

Rob Molchan, P.L.A.
Landscape Architect & Land Planner
SEC, Inc.

A Request to Amend
The Planned Industrial
Development for:

PARKWAY PLACE

AMENDING PID #2016-412 THROUGH ZONING AMENDMENT #2022-412

SEC, Inc.

Planning, Engineering,
& Landscape Architecture

SEC, INC.

850 Middle Tennessee Blvd
Murfreesboro, TN 37129
Contact: Rob Molchan, PLA
615-890-7901

SUBMITTED ON MAY 12, 2022
RESUBMITTED ON JUNE 9, 2022 FOR THE JUNE 15, 2022 PLANNING COMMISSION WORKSHOP MEETING
RESUBMITTED ON JULY 1, 2022 FOR THE JULY 13, 2022 PLANNING COMMISSION PUBLIC HEARING
RESUBMITTED ON AUGUST 19, 2022 FOR THE SEPTEMBER 1, 2022 CITY COUNCIL PUBLIC HEARING

Swanson
developments | real estate | construction

Developer

Swanson Development, LP.

1188 Park Avenue
Murfreesboro, TN 37128
Contact: Joe Swanson
615-896-0000

PARKWAY PLACE

TABLE OF CONTENTS

COVER PAGE..... i
TABLE OF CONTENTS..... ii
INTRODUCTION.....1

EXISTING CONDITIONS

RIGHTS-OF-WAY, UTILITIES, & TOPOGRAPHY.....2
PHYSICAL FEATURES..... 3-5
SURROUNDING USES & ZONINGS.....6

PROPOSED SITE

PROPOSED SITE.....7
CONCEPTUAL PLAN.....8
LANDSCAPE PLAN.....9,10
INGRESS/EGRESS..... 11
PROPOSED ELAM ROAD CONNECTION..... 12
PROPOSED ARCHITECTURE..... 13-16
PROPOSED ALLOWABLE USES..... 17
CONCEPTUAL SITE AND LANDSCAPE PLAN 18
SECTION-ELEVATIONS (A1-A2) & (B1-B2)..... 19
ZONING CHAPTER 13: SUBSECTION D ITEM 2B 1-12 .. 20-21

INTRODUCTION

The Request

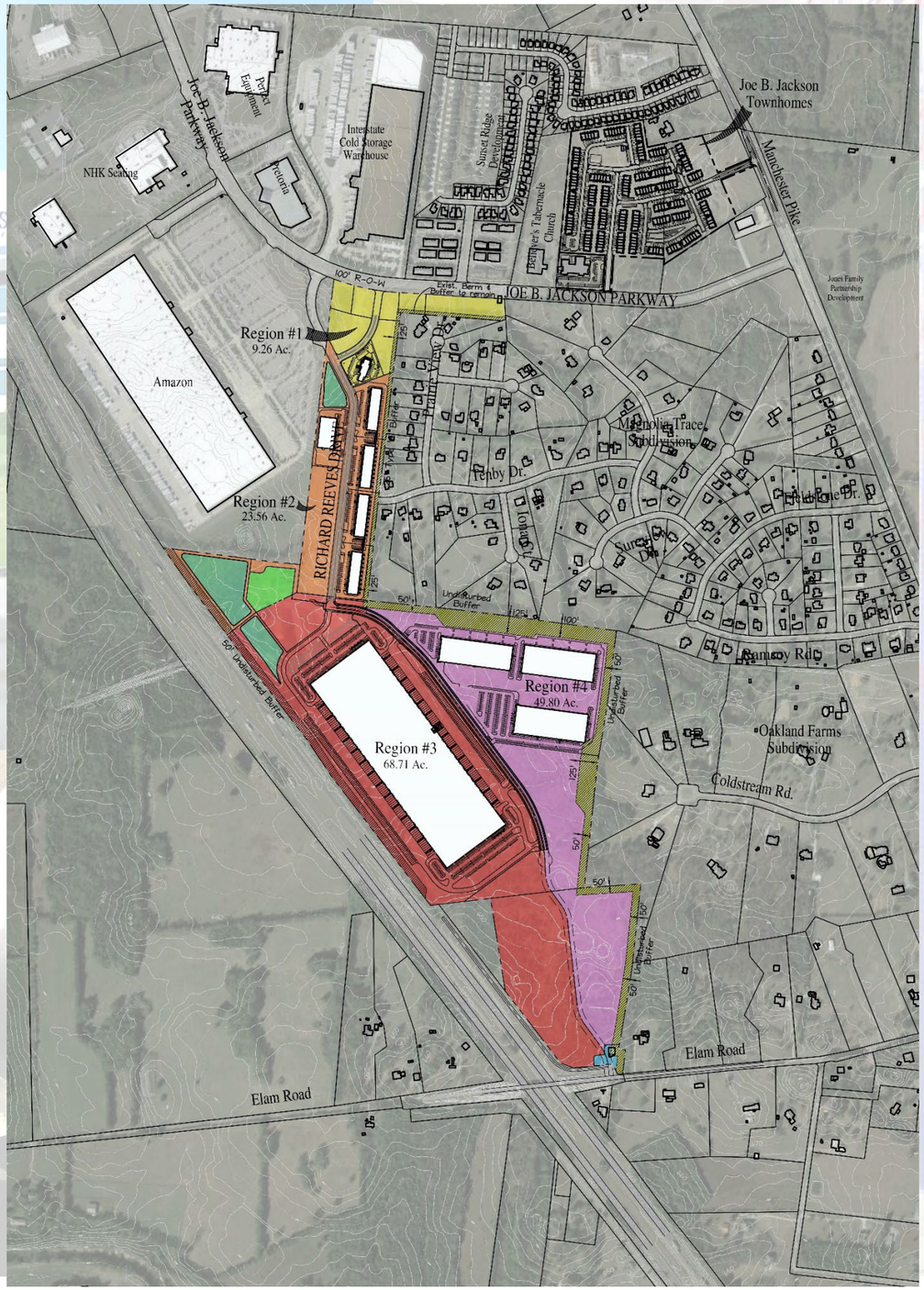
Swanson Development, LP respectfully requests to amend the existing Parkway Place PID. The proposed development is located along the south side of Joe B Jackson Parkway, east of the Amazon Fulfillment Center, west of Magnolia Trace & Oakland Farms subdivisions, and north of Interstate 24. The site is identified as Parcels 1.00, 2.00, 3.00, 4.00, & 5.00 of Tax Map 126O, Parcels 22.05, 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 7.01, & 8.00 of Tax Map 135B, and Parcels 2.00, 2.01, & 26.00 of Tax Map 135. The site has a combined average of approximately 151.33 acres.

This request is to amend the approved PID by annexing & zoning Parcel 26.00 of Tax Map 135 to PID and to be included with the revised Regions 3 and 4. This amendment will also be requesting to swap a portion of land between Regions 2 and 3 to provide Region 3 with additional acreage that is not needed for stormwater management, redefined the limits between Regions 2, 3, and 4 based on approved roadway configurations, and update allowable uses for all Regions.

Region 1 will continue to be a mixture of lots that will allow for individual businesses to offer commercial, office and restaurant uses to the area to support the business community and residents located in this region.

Region 2 flanks both sides of Richard Reeves Drive southward through the center of the region toward the larger portion of the PID located along Interstate 24. On the eastern side of the roadway, the developer is proposing flex warehouse buildings being coined 'Incubator Industry'. These buildings allow for small businesses to grow and evolve as their business does. Approximately 0.64 acres of the approved Region 2 will be moved to Region 3 with this amendment.

Regions 3 & 4 buffers will remain the same as previously approved. The architectural characteristics and allowable uses for both Regions have been revised to better accommodate future end users. The line between Regions 3 & 4 has been redefined to match the roadway alignment approved with the site plans for the warehouses in Region 3. Parcel 26.00 of Tax Map 135 is approximately 0.69 acres. This area will be added to Regions 3and 4 at the southernmost end of the PID, bisected by a private access easement.



PARKWAY PLACE

Vision & Commitment

Swanson Development, LP the developer of Parkway Place is committed to creating a quality Planned Industrial Development to attract potential users that can not only provide gainful employment to residents of the City of Murfreesboro and Rutherford County, but also provide a new destination for commerce to grow and develop. The developer has chosen to proceed with the Planned Industrial Development option to ensure the City of Murfreesboro and surrounding residents of the quality and characteristics of the development.

- Region 1
- Region 2
- Region 3
- Region 4
- Region 2 to Region 3 Transfer
- Regions 3&4 Addition (Parcel 26.00 of Tax Map 135, Approximately 0.69 acres)
- Detention

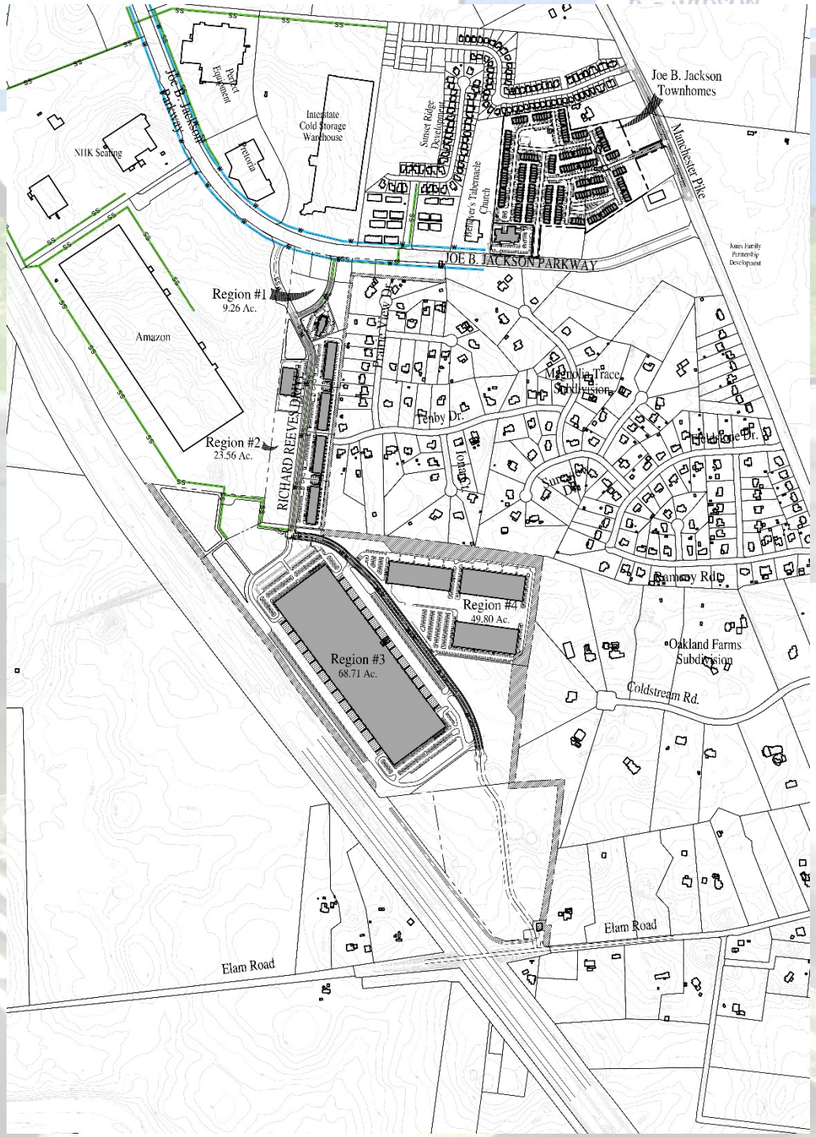
*Connection through to Elam Road pending approval by TDOT and Rutherford County

North Up
N.T.S.

PARKWAY PLACE

EXISTING CONDITIONS

RIGHTS-OF-WAY, UTILITIES, & TOPOGRAPHY



Existing Water Line

Existing Sanitary Sewer Line

N

N.T.S.

Existing topography indicates that the site has several closed depressions on-site. In general, the site drains toward the right-of-way of I-24. On-site stormwater detention will be provided and final locations will determined as each site is developed. Final design for on-site detention will be done in a manner to limit the post-development peak flows to pre-development levels in accordance with City of Murfreesboro and TDEC requirements.

The property has access to four public rights-of-way; Joe B Jackson Parkway, Richard Reeves Drive, Treasure Drive, and Elam Road. The main access will be from Joe B Jackson to Richard Reeves Drive or Treasure Drive, and a new private access point is being shown connecting to Elam Road, which would need to be approved by TDOT and Rutherford County.

Gas service (4-inch) is along the north side of Joe B Jackson Parkway and is provided by Atmos Energy.

Sewer service is located at 2 locations close to the property. One point (8-inch) is located along the south side of Joe B Jackson Parkway and runs to the north through the Sunset Ridge Development. The other location (8-inch) is located in the rear of the Amazon property. Sewer from both locations has been extended onto the developing sites. Additional extensions will be provided as Regions develop. Sanitary sewer will be provided by Murfreesboro Water and Sewer Department.

Water service (20-inch) is located along the south side of Joe B Jackson Parkway, and a 6” water main along Elam Road. Water will be provided by the Consolidated Utility District.

Middle Tennessee Electric will be providing service to the development.

EXISTING CONDITIONS (CONT.)

PHYSICAL FEATURES



#1 (Example of foliage to remain)

Presently the majority of the site is covered in a mixture of hardwoods and evergreens with a few open areas where the cover is pasture or scrub.



N

N.T.S.



#2
(Portion of Buffer to remain
taken from the Oakland Farm S/D side)



#3
(Portion of Buffer to remain
taken from Magnolia Trace side)

Portions of the property have large outcroppings of rock existing. There is only one known structure on-site and that is a old barn which will be removed.



#4
(Portion of Buffer to remain
taken from Magnolia Trace side)

EXISTING CONDITIONS (CONT.)

PHYSICAL FEATURES



#6 (Existing clearing on-site)



#6 (Existing construction on-site)



N

N.T.S.



#7 (Existing tree line to remain)



#8 (Portion of existing foliage to remain)

Parkway Place

EXISTING CONDITIONS (CONT.)

PHYSICAL FEATURES



#9
(Existing treeline along Magnolia Trace to remain)





#11 (Existing street stub from Magnolia Trace)



#10 (Existing buffer to remain)

N

N.T.S.



#10 (Existing buffer to remain from 2016)

EXISTING CONDITIONS (CONT.)

SURROUNDING USES AND ZONINGS

Surrounding zonings are made up of CH, LI, HI, GI, RS-15, PRD, PUD, and RM (county).



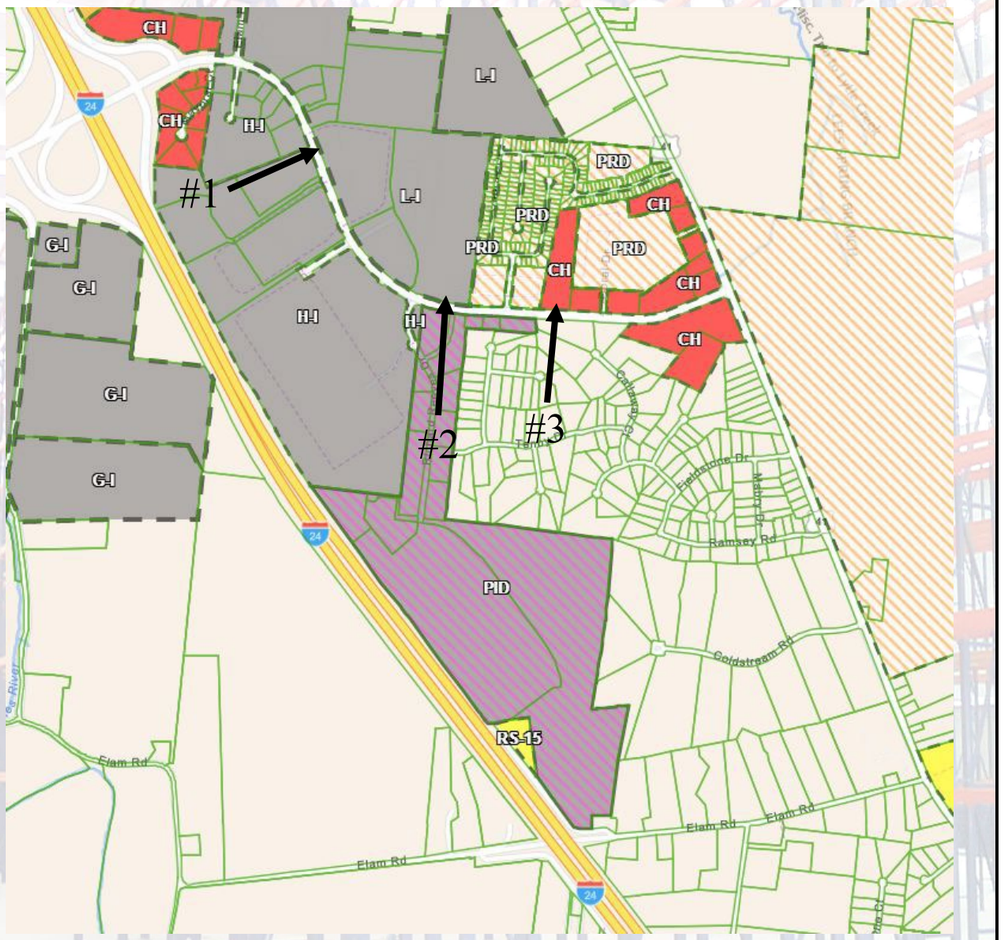
The Perfect Equipment site is located to the northwest of the subject property.



The Interstate Warehousing site is located directly north of the subject property on the opposite side of Joe B Jackson Parkway.



Believer's Tablernacle is located on the north side of Joe B Jackson Parkway to the northeast of the subject property.

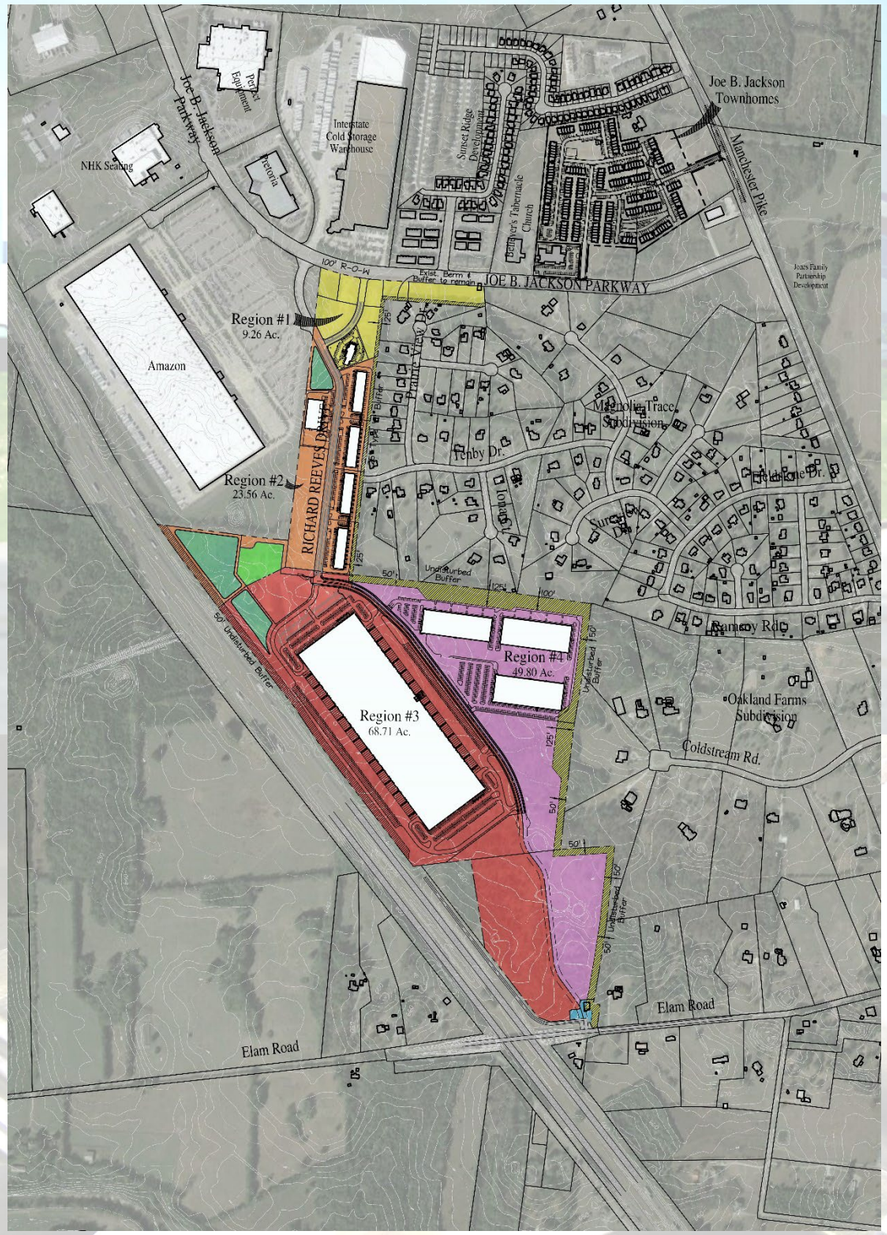


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N.T.S.

PARKWAY PLACE

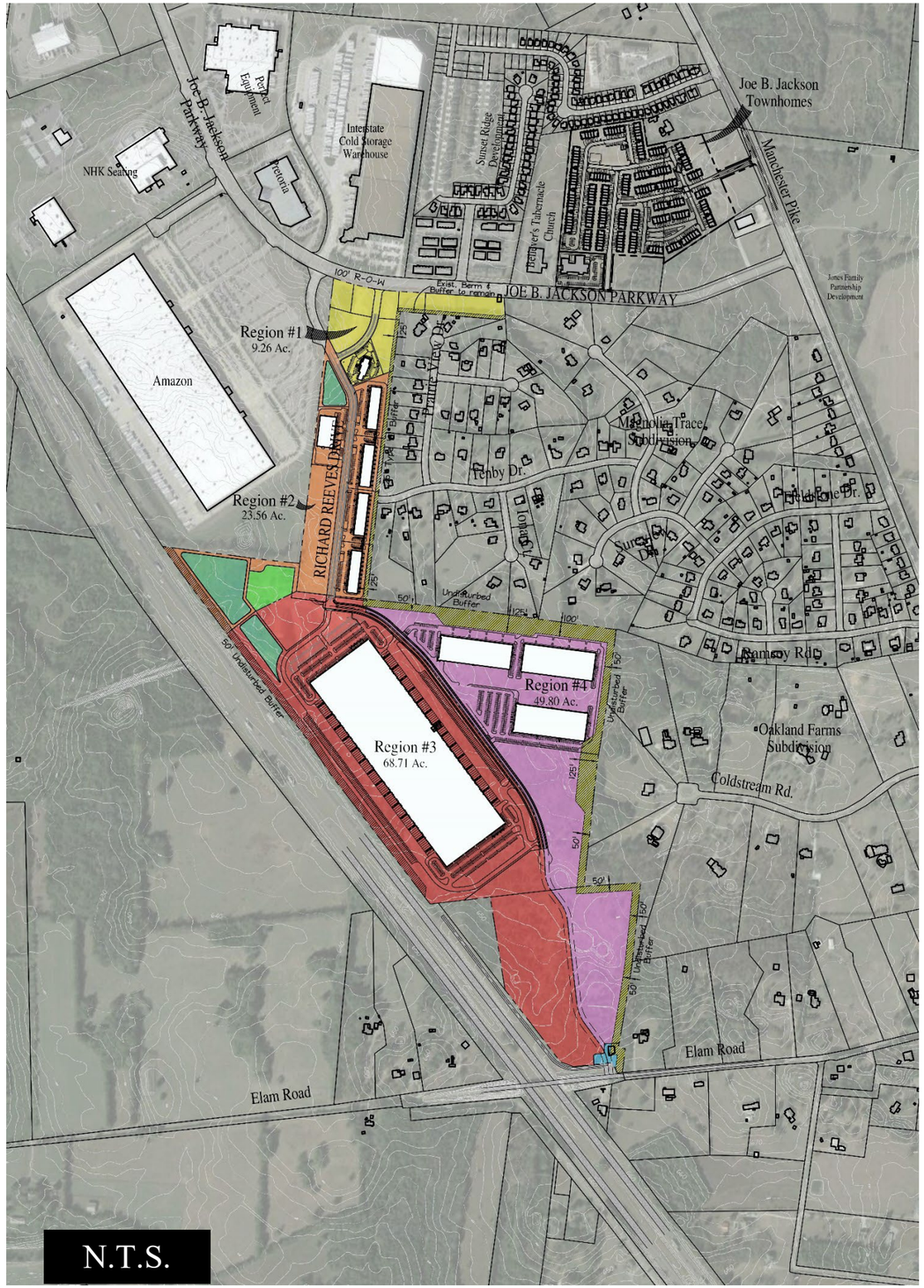
PROPOSED SITE



NORTH UP
N.T.S.

PROPOSED SITE REQUIREMENTS

- Entire development consists of 151.33 acres with the old church site included at the southernmost end of the property. The development will be broken into four (4) regions according to allowable uses and heights. The region lines have been shown on the plan to the left. These are not property lines.
- Undisturbed buffers and masonry fence walls have been called out on the plan. These areas are to remain in their present condition. The only exception to this will be if additional landscaping is added, however existing vegetation shall not be removed. At the time of development for each site located in Region #4, buffers shall meet the planting requirements equivalent to a Type 'E' Buffer from the City's landscape ordinance.
- The undisturbed buffers have been called out as 50 feet along the right-of-way of I-24, 50 feet minimum along the eastern and northern boundaries of Region #4 with certain "sensitive" areas enlarged.
- The eastern boundary of Regions #1 & #2 has a 25 foot wide Type 'E' buffer and masonry wall called out. The existing tree and fence line in this location is to remain and has been supplemented with a landscaping buffer and a masonry wall that is a minimum of 9 feet tall.
- The southern boundary of Region #1 has an existing evergreen buffer that is to remain. Presently this buffer is a Type 'B' Buffer.
- The development will be providing a public/private access easement to the south of the Logistics Way terminus and shall be constructed back to Elam Road. Pending approval from TDOT, Rutherford County, and/or the City of Murfreesboro.
- Lighting fixtures and lighting plan design will meet the City of Murfreesboro regulations in order to contain the light on-site and reduce glare.
- Any and all mechanical units shall be located on the roof or in a mechanical yard screened by evergreen landscape plantings.
- Parking areas with more than 200 spaces will be broken into sub-lots by the utilization of landscape strips at least 20 feet in width.
- All parking will be screened from right-of-ways by use of trees, shrubs and/or low landscape mounds.
- Sites shall utilize curb & gutter throughout, no extruded curb will be accepted.
- Adequate room for truck turning movements at any loading areas should be provided.
- All entry points into sites as well as the parking areas are to be adequately planned to allow for proper turning and maneuvering movements. If truck parking is anticipated, then truck sized parking spaces shall be allocated in the design. Normal spaces for passenger vehicle will not be used for this purpose.
- No truck parking areas shall be allowed between any proposed building and the northern and eastern property lines of Region #4.
- Any truck docks located in Region #1, 3, or 4 shall be oriented away from the neighboring residential neighborhood. Also, truck dock areas shall be screened from public right-of-ways.
- Signage will comply with City of Murfreesboro's sign ordinance pursuant to its requirements for a Planned Industrial Development (PID) and will be cohesive with the architectural character of each site while being complemented by landscaping.
- All utilities shall be underground. This applies for both public infrastructure as well as on-site.
- Stormwater management areas shall be screened from view if not being aesthetically enhanced
- Foundation plantings shall be utilized along the fronts of buildings. Truck dock areas are exempt from this requirement.
- Building Height Restrictions (maximum) shall be as such:
  Region #1 = 35 feet
  Region #2 = 25 feet
  Region #3 = 75 feet
  Region #4 = 45 feet



PID AMENDMENTS AND REQUESTED EXCEPTIONS

1) Parcel 26.00 of Tax Map 135 is requested to be zoned to PID and annexed into the City and this development's total site area and added to Regions 3 and 4, Split by the future roadway
2) Approximately 0.64 acres of Region 2 is requested to be relocated to Region 3
3) Allowable uses on Page 17 for the different Regions has been revised to accommodate a more diverse group of end users
4) The development will be providing a public/private access easement to the south via the TDOT frontage road and shall be constructed back to Elam Road. A public/private access easement will be provided with any new site plan approvals for this area of Regions 3&4. This proposed public/private vehicular ingress/egress shall not be used for shipping and receiving (either coming or going) for tenants of the development.
5) The site will be requesting an exception to the maximum cul-de-sac length per the City of Murfreesboro Subdivision Regulations for the currently approved Logistics Way.
6) South of the existing terminus of the approved Logistics Way, new site plans will require a Traffic Impact Study for Elam Road.

- Region 1
- Region 2
- Region 3
- Region 4
- Region 2 to Region 3 Transfer
- Regions 3&4 Addition (Parcel 26.00 of Tax Map 135, Approximately 0.69 acres)
- Detention

REGION	APPROVED ACREAGE	PROPOSED ACREAGE	DIFFERENCE
REGION 1	9.23 ACRES	9.26 ACRES	+0.03 ACRES
REGION 2	25.80 ACRES	25.38 ACRES	-0.42 ACRES
REGION 3	71.45 ACRES	69.15 ACRES	-2.30 ACRES
REGION 4	44.03 ACRES	47.54 ACRES	+3.51 ACRES
TOTAL AREA	150.51 ACRES	151.33 ACRES	+0.82 ACRES

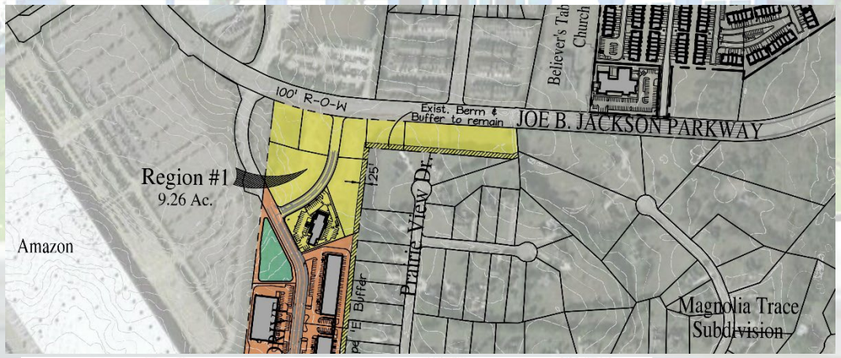
PARKWAY PLACE

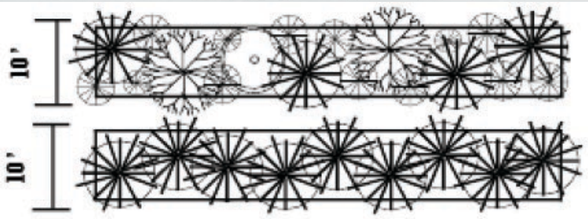
LANDSCAPE REQUIREMENTS



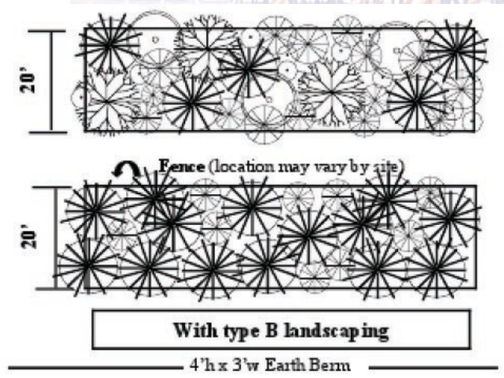
- Shown to the left is a picture of the existing buffer located along the southern buffer of Region #1. Presently this is a Type B Buffer.
- Shown to the right are some pictures of the existing tree line and 25’ landscape buffer with 9’ tall wall located along the eastern boundary of Region #2. These trees are to remain and be supplemented with a 25 foot wide landscape buffer with a masonry wall which was established and installed in 2017. This buffer meets the Type E requirements shown below and the masonry wall is at least 9 feet tall. In addition, any new evergreen trees planted shall be a minimum of 6 feet tall at the time of planting.



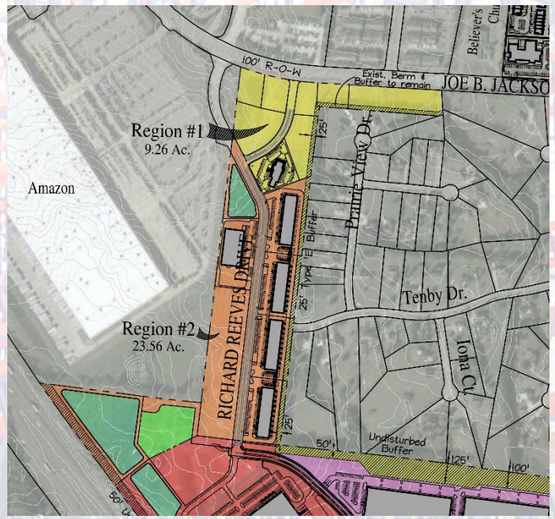




North Up
N.T.S.



Type E



North Up
N.T.S.



Shade Tree: A large tree growing to over 40’ in height at maturity, usually deciduous, that is planted to provide canopy cover shade. **Minimum 2 1/2 – 3 inch caliper at planting**

Ornamental Tree: A small to medium tree, growing 15’ to 40’ in height at a maturity, that is planted for aesthetic purposes such as colorful flowers, interesting bark, or fall foliage. **Minimum 1 1/2 inch caliper at planting**

Evergreen Tree: A tree having foliage that remains green throughout the year, that is planted for aesthetic or screening purposes. **Minimum 6 ft ht. at planting**

Large Shrub: An upright plant growing 10’ to 20’ in height at maturity that is planted for ornamental or screening purposes. **Minimum 3 ft. ht. at planting**

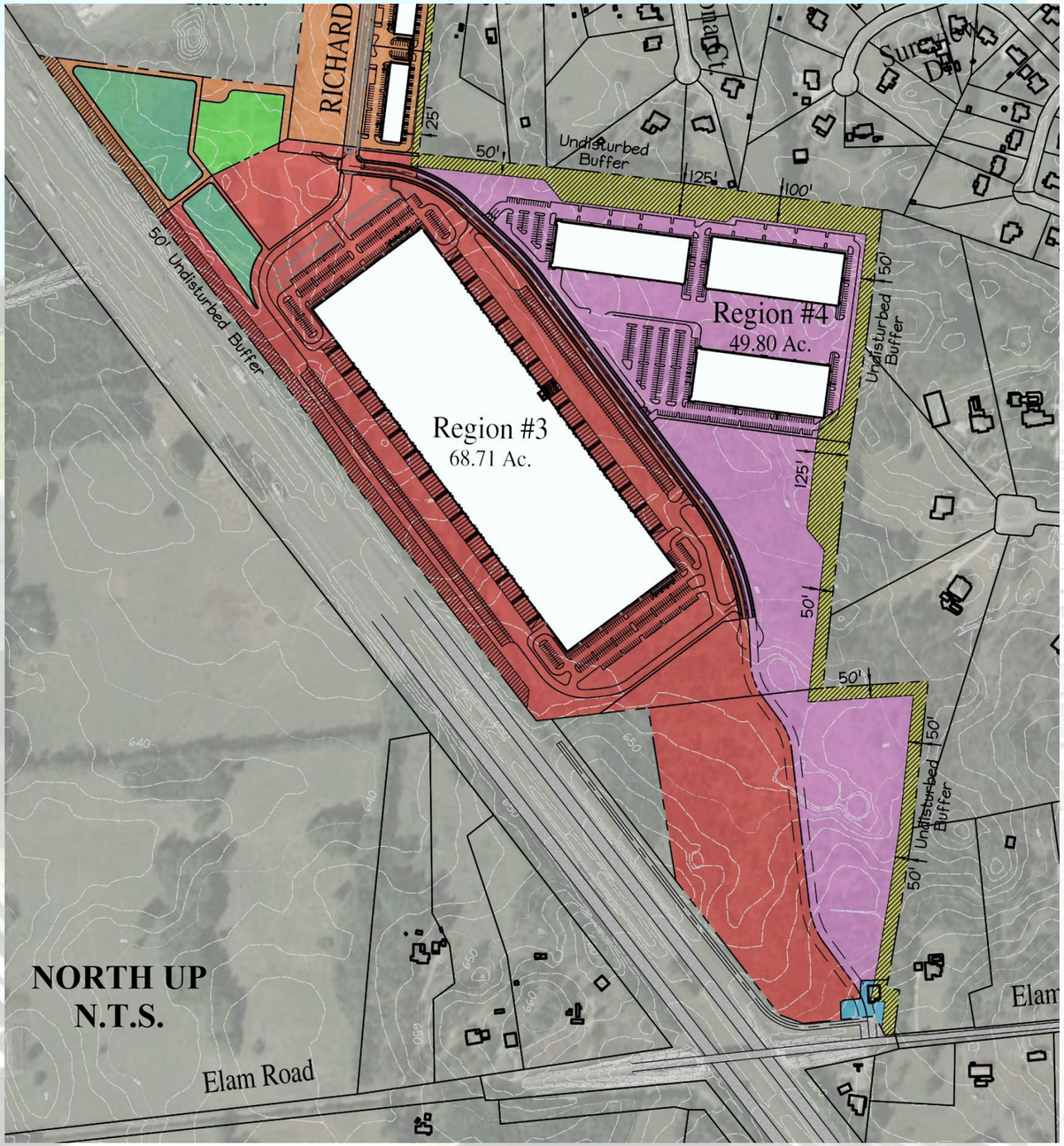
Medium Shrub: A plant growing 5’ to 10’ in height at maturity that is planted for ornamental or screening purposes. **Minimum 2 ft. ht. at planting**

Small Shrub: A plant growing to less than 5’ in height at maturity that is planted for ornamental or screening purposes. **Minimum 18 in. at planting**

Evergreen Shrub: A shrub having foliage that remains green throughout the year, that in this instance is planted for screening purposes.

PARKWAY PLACE

LANDSCAPE REQUIREMENTS (cont)



- Shown to the left are Regions #3 & #4 with the previously mentioned undisturbed buffers shown. Also provided here are some pictures of the existing vegetation within these undisturbed areas. These areas are to remain completely undisturbed with no grading allowed in these areas. In addition, extra precautions shall be utilized during construction to make sure the existing vegetation is not harmed in these areas. The only disturbance of these areas that will be allowed is if additional landscaping is added to supplement the existing vegetation. At the time of development for each site located in Region #4, these buffers shall meet the planting requirements equivalent to a Type E Buffer from the City's landscape ordinance.

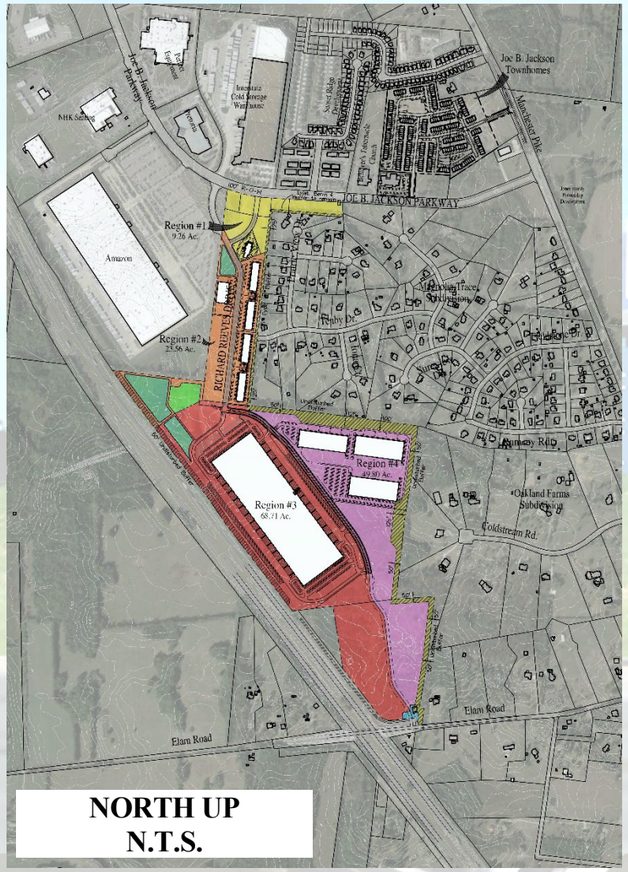


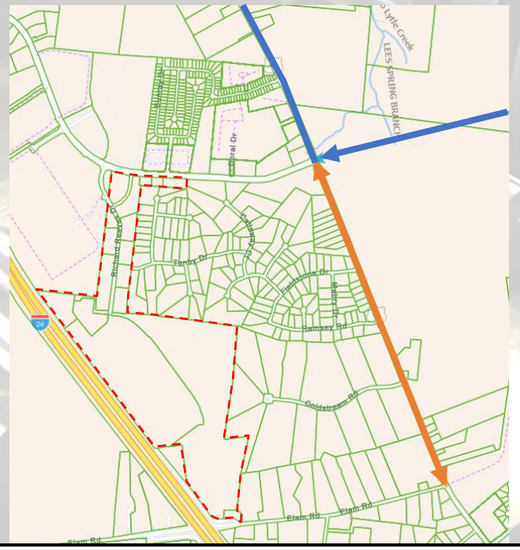




- These areas have been set aside to minimize any impact on the neighboring properties. Several items were considered with these buffers and include:
  1.) Distance of existing residences to the shared property line
  2.) Quality of existing foliage on each side of the shared property line

INGRESS/EGRESS





Parkway Place has been planned to have its main access off Joe B Jackson Parkway via two roadways. The first is Richard Reeves Drive, a public road, through the center of Region #2 and down to Regions #3 & #4. Richard Reeves Drive was extended to serve Regions #3 & #4. The road has a 60 foot right-of-way with a 3-lane cross section. The typical section is shown below. The second access off of Joe B Jackson Parkway is Treasure Way, a 50 foot right-of-way that bisects Region 1 and provides another link to the end of Richard Reeves Drive. This roadway provides access to new lots in Region #1. A new private access drive is proposed to connect to Elam Road as shown further in this plan book.

Interstate 24 is conveniently located and accessed by the interchange located to the northwest of this site. In addition to Interstate 24, Murfreesboro's Major Transportation Plan (MTP) calls for Manchester Highway to be widened to 5 lanes on the north side of Joe B Jackson Parkway and widened to 3 lanes on the south side of Joe B Jackson Parkway to Elam Road. Joe B Jackson Parkway is currently built as a 5-lane cross section and transitions to a 3-lane section after it crosses over the river and the railroad tracks to the west of the Interstate 24 interchange.

In addition to adequate roadway infrastructure, the individual sites need to be planned adequately to provide truck turning movements. These need to be planned for at key locations like truck docks, truck parking areas, site entrances, and any internal turning movements. Internally to the site, all turning movements shall be carefully planned to allow truck circulation through the sites.

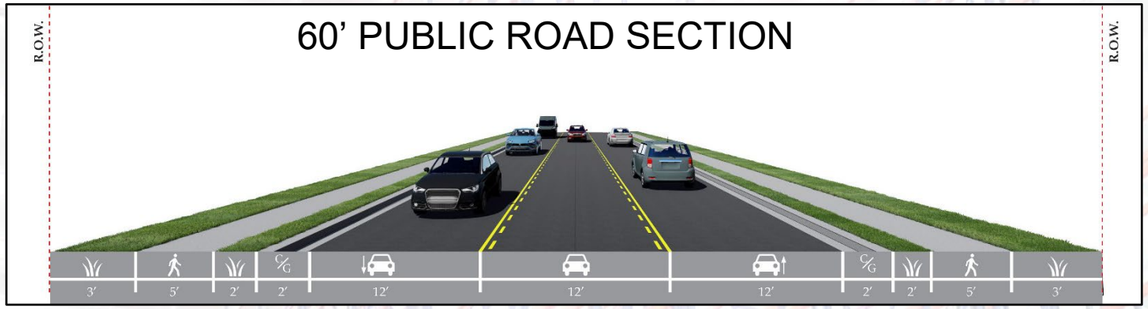
3 LANE ROADWAY

4 LANE ROADWAY

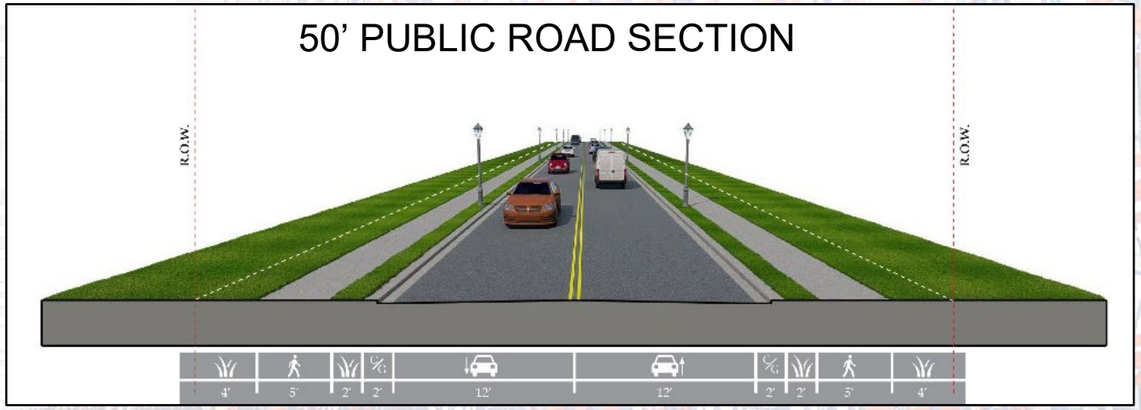
5 LANE ROADWAY

PARKWAY PLACE

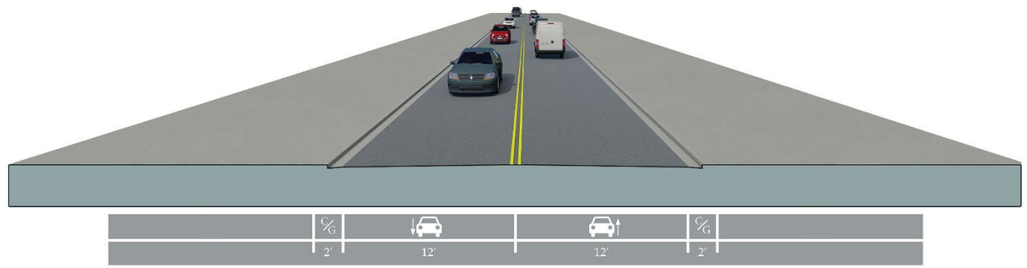
60' PUBLIC ROAD SECTION



50' PUBLIC ROAD SECTION



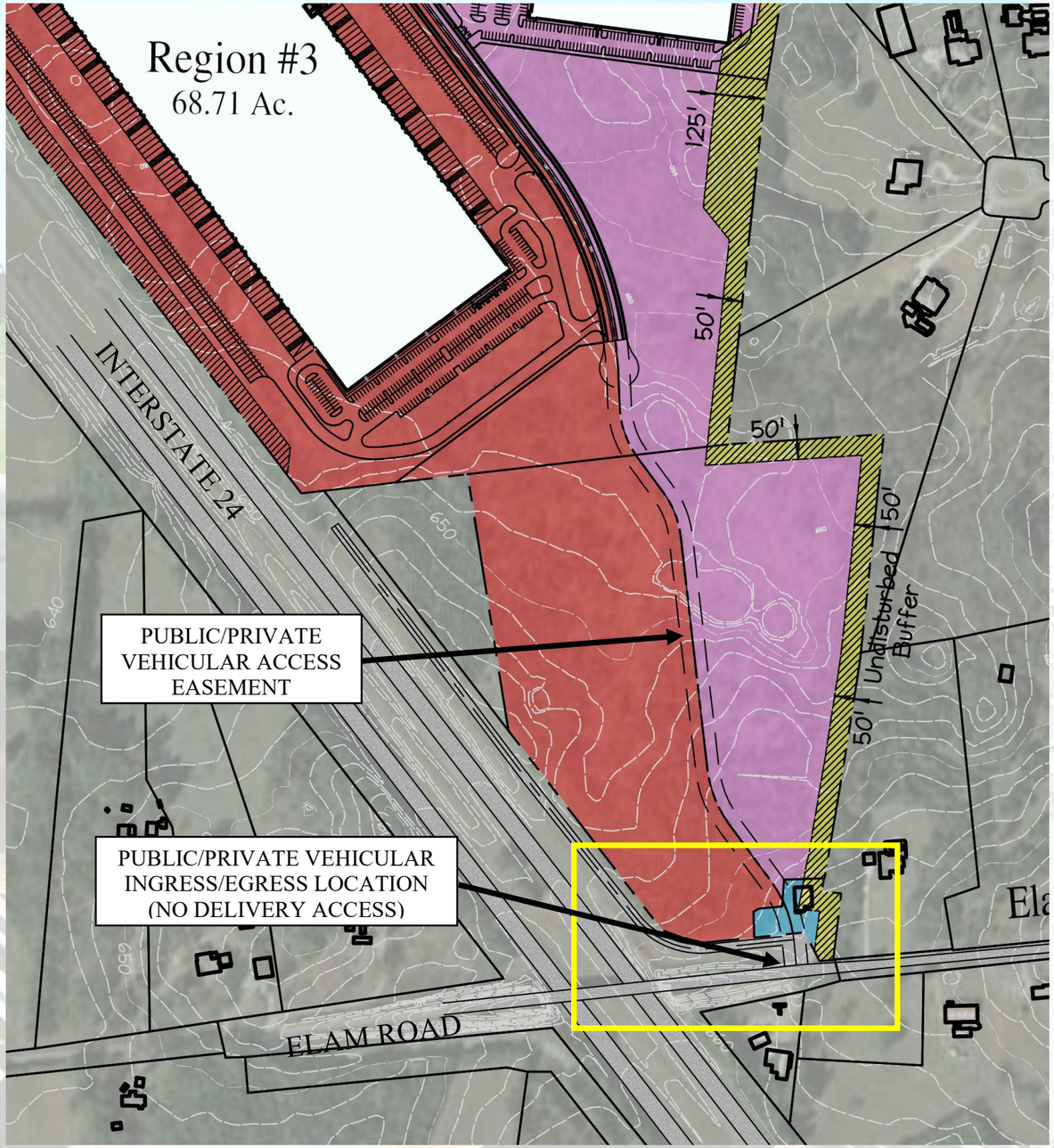
PRIVATE ACCESS EASEMENT SECTION



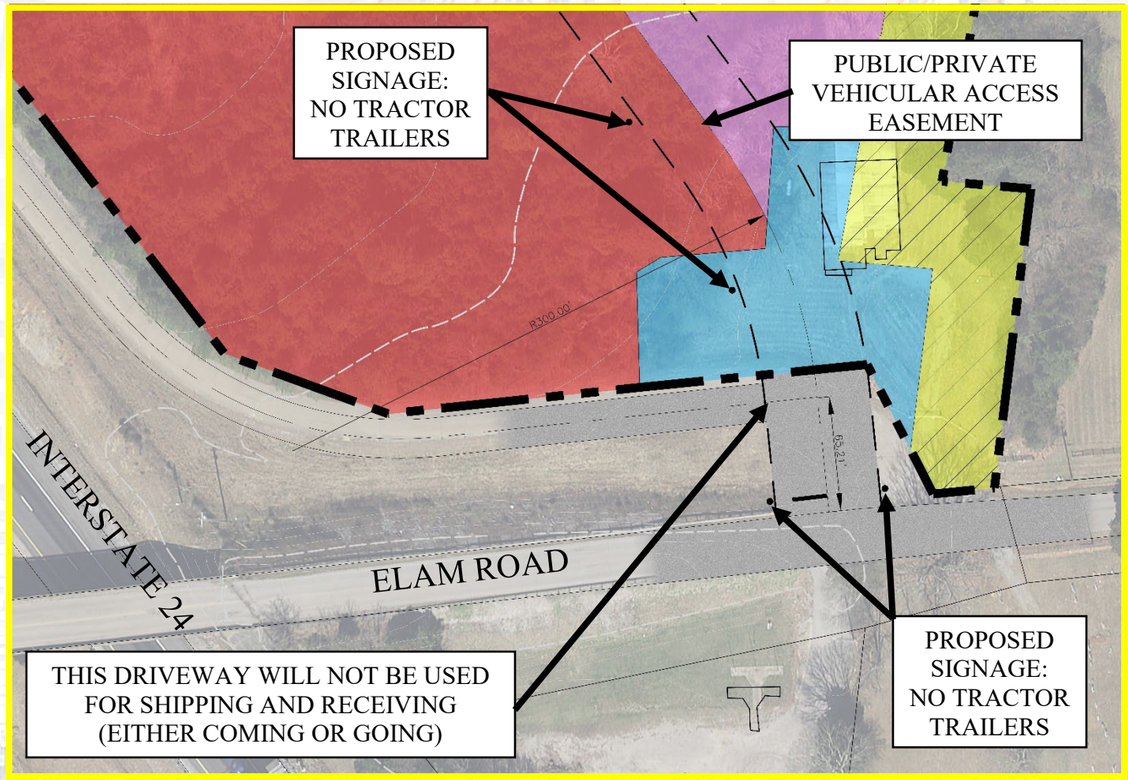
*Cross sections shown on this sheet are meant to convey the overall design and approximate dimensions of the proposed roadways and access easements. Final roadway and access easement designs and dimensions shall be submitted at a site plan level.

**The intersection of Elam Road with the new connector road may be wider based on traffic study to adequately address turn movements and may slightly affect landscape buffer for safer visibility

PROPOSED ELAM ROAD CONNECTION



PARKWAY PLACE



- Region 1
- Region 2
- Region 3
- Region 4
- Region 2 to Region 3 Transfer
- Regions 3&4 Addition (Parcel 26.00 of Tax Map 135, Approximately 0.69 acres)
- Detention

South Vehicular Ingress/Egress Notes:

1) Swanson will add to their leases, that tractor trailer traffic (shipping and receiving) shall not be permitted to enter or leave the development through the southern vehicular ingress/egress location.
2) The southern public/private access easement will have signs posted indicating that tractor trailer traffic shall not use the southern vehicular ingress/egress location.
3) The connection to Elam Road will be required with the development of the portion of the PID south of the former Al Neyer development. A traffic study will be required to be submitted for City review at that time to determine what roadway improvements to Elam Road must be constructed by the developer in conjunction with the driveway connection to Elam Road.

PROPOSED ARCHITECTURE REGION #1 & #2

Architectural Features

- The main entrances are to be well defined and easily recognizable by use of raised rooflines, canopies, glazing, change in materials, change in colors, and change in building planes
- Any enclosures (mechanical or trash) shall match the building architecture of that site through material and color
- Truck docks in Regions #1 & 2 shall be screened from public right-of-ways. In Region #2, a 25 feet wide Type 'E' buffer and 9 feet tall masonry wall shall screen the 'Incubator Industry' buildings from the neighboring residential developments
- Foundation Plantings shall be utilized at retail or office buildings
- Varying rooflines and building planes shall be utilized on all office and retail buildings
- Multiple materials shall be utilized on every elevation of all office and retail buildings





Building Materials

- Integrally Colored Split Face Block will be allowed
- Tilt-up precast concrete wall will be allowed
- Dryvit will be allowed, but only in combination with other materials. No single elevation shall be all dryvit
- Brick will be allowed
- Textured metal will be allowed on the elevations
- No corrugated metal will be allowed on the elevations, however it will be allowed for the roofs
- Insulated metal panels (IMP's) will be allowed
- Stone, cast stone, and aggregate stone panels will be allowed
- Cementitious siding will be allowed
- Asphalt shingles will be allowed
- Glazing will be allowed
- Canopies will be allowed
- Glass, aluminum, and stone cladding will be allowed



Architectural Features

- If mechanical units are on the roof, then they should be screened from view
- Maximum height of building in Region #1=35 feet & Region #2=25 feet *(see pg. 15)*
- All roll up doors shall be screened from public rights-of-way.



PROPOSED ARCHITECTURE REGION #3 & 4

Architectural Features

- The main entrances are to be well defined and easily recognizable by use of raised rooflines, canopies, glazing, change in materials, change in colors, and change in building planes
- Any enclosures (mechanical or trash) shall match the building architecture of that site through material, color, and character
- Truck docks shall be positioned to face away from the neighboring residential developments in Region #4 and screened from public right-of-ways in Regions #2, 3, & 4

INTENT

It is intended that the proposed architectural styles, elements, colors and materials outlined in this section be approved only as an architectural guideline and sampling palate for final building designs. The Planning Commission shall have review authority and shall be allowed to provide input and influence for the final architectural building design for each site. This shall be done as part of the final site plan approval process.

Region #3 and 4 are anticipated to have mostly industrial uses and have been limited to those uses with this pattern book. Region #2 has allowable uses that fall into industrial uses as well as office and retail uses. Due to this reason, Region #2 has been included in both sets of architectural guidelines.



Example of Building Entrance

Building Materials

- Integrally Colored Split Face Block will be allowed
- Tilt-up precast concrete wall will be allowed
- Dryvit will be allowed, but only in combination with other materials. No single elevation shall be all dryvit.
- Brick will be allowed.
- Textured metal will be allowed on the elevations
- No corrugated metal will be allowed on the elevations, however it will be allowed for the roofs
- IMP's will be allowed
- Stone, cast stone, and aggregate stone panels will be allowed
- Cementitious siding will be allowed
- Asphalt shingles will be allowed
- Glazing will be allowed
- Glass, aluminum, and stone cladding will be allowed



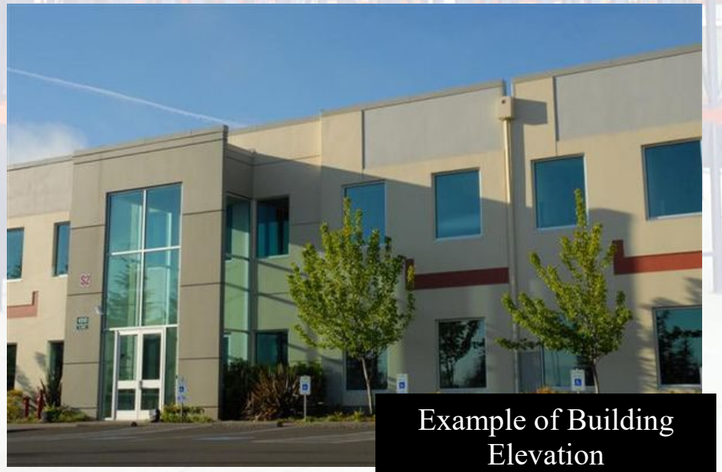
Example of Building Entrance



Example of Building Elevation

Architectural Features

- If mechanical units are on the roof, and should be screened from view of any public rights-of-way
- Maximum height of building in Region #3=75 feet *(see pg. 15)*
- Maximum height of building in Region #4=45 feet *(see pg. 15)*



Example of Building Elevation

EXISTING AND PROPOSED ARCHITECTURE

Images on this page are from the existing Region 2, Lot 5. These images show the character of the existing and proposed buildings in Region 2. Building sides that are visible to the right-of-way should return from the front façade, generally a quarter of the side building length.





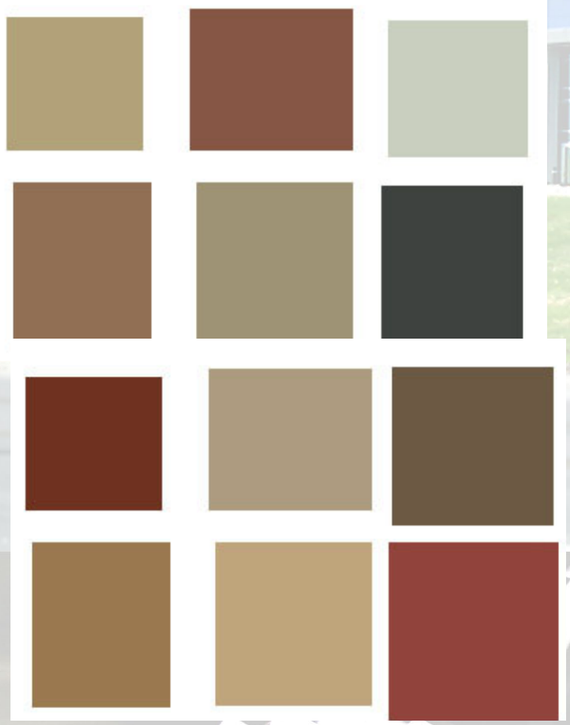




PROPOSED ARCHITECTURE (cont.)

PARKWAY PLACE

Building Color Palette
Primary Colors



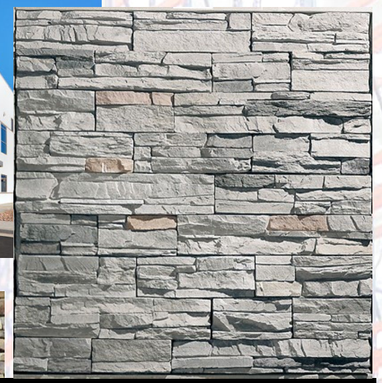


Example of Brick





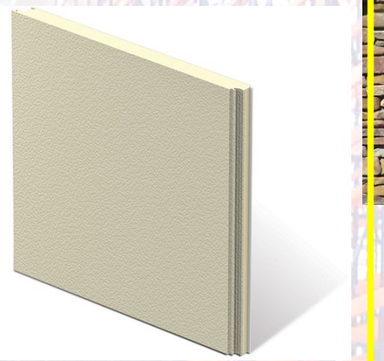
Example of Cast Stone



Example of Stone Veneer



Example of Split Face Block & Textured Metal



Example of IMP Panels





Example of Cementitious Siding

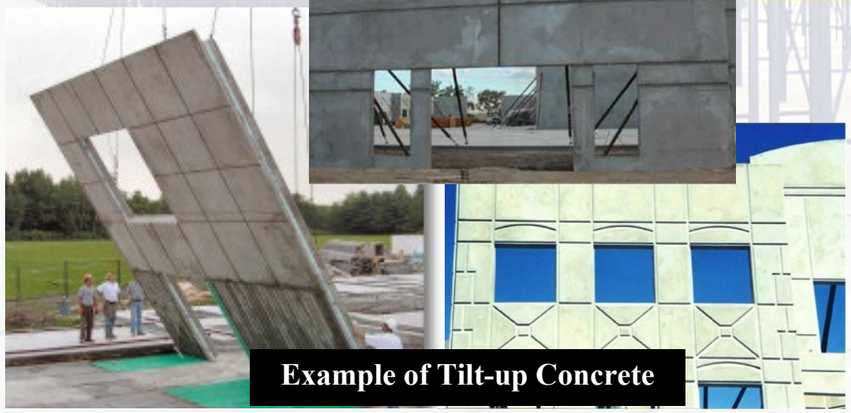
Building Color Palette
Accent Colors





Example of Aggregate Panels





Example of Tilt-up Concrete

PROPOSED ALLOWABLE USES

USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
COMMERCIAL				
Amusements, Commercial Indoor		X	X	
Animal Grooming Facility	X	X	X	
Antique Mall		X		
Antique Shop <3,000 sq. ft.	X	X	X	
Apothecaries (pharmaceuticals only)	X			
Art or Photo Studio or Gallery	X	X	X	
Bakery, Retail	X	X		
Bank, Branch Office	X			
Bank, Drive-Up Electronic Teller	X			
Bank, Main Office	X			
Barber or Beauty Shop	X	X		
Boat Rental, Sales, or Repair			X	
Book or Card Shop	X			
Brewery - Artisan	X	X	X	X
Business School	X	X	X	
Business and Communication Service		X	X	X
Catering Establishment		X	X	X
Clothing Store	X	X		
Commercial Center	X			
Convenience Sales and Service, maximum 5,000 sq. ft. floor area	X			
Delicatessen	X			
Department or Discount Store		X		
Dry Cleaning	X	X		
Financial Service (Check Cash)	X	X		
Fireworks Retailer		X	X	
Fireworks Seasonal Retailer		X	X	
Flower or Plant Store	X	X	X	
Funeral Home	X			
General Service and Repair Shop		X	X	
Glass--Auto, Plate, and Window		X	X	X
Glass--Stained and Leaded	X	X		
Group Assembly, <250 persons		X	X	
Health Club	X	X	X	X
Interior Decorator	X	X		
Iron Work		X		
Janitorial Service		X		
Karate, Instruction	X	X		
Keys, Locksmith	X	X		
Laboratories, Medical		X		
Laboratories, Testing	X	X		
Lawn, Tree, and Garden Service		X		
Lumber, Building Material			X	
Music or Dancing Academy	X	X		
Offices	X	X	X	X
Optical Dispensaries	X	X		
Personal Service Establishment	X	X	X	X
Pet Shops, Excluding Overnight Kennaling	X	X		
Pharmacies	X			
Radio, TV, or Recording Studio		X	X	
Reducing and Weight Control Service	X	X		
Restaurant and Carry-Out Restaurant	X			
Restaurant, Drive-In	X			
Restaurant, Specialty	X			
Restaurant, Specialty -Limited	X	X		
Retail Shop, other than enumerated elsewhere	X	X	X	X
Salvage and Surplus Merchandise		X	X	
Sheet Metal Shop		X	X	
Shopping Center, Community			X	
Shopping Center, Neighborhood			X	
Shopping Center, Regional			X	X
Specialty Shop	X	X		
Towing			X	
Veterinary Office	X	X		
Veterinary Clinic	X	X		
Vehicle Wash		X		
Warehousing, Transporting		X		
Wholesaling		X	X	

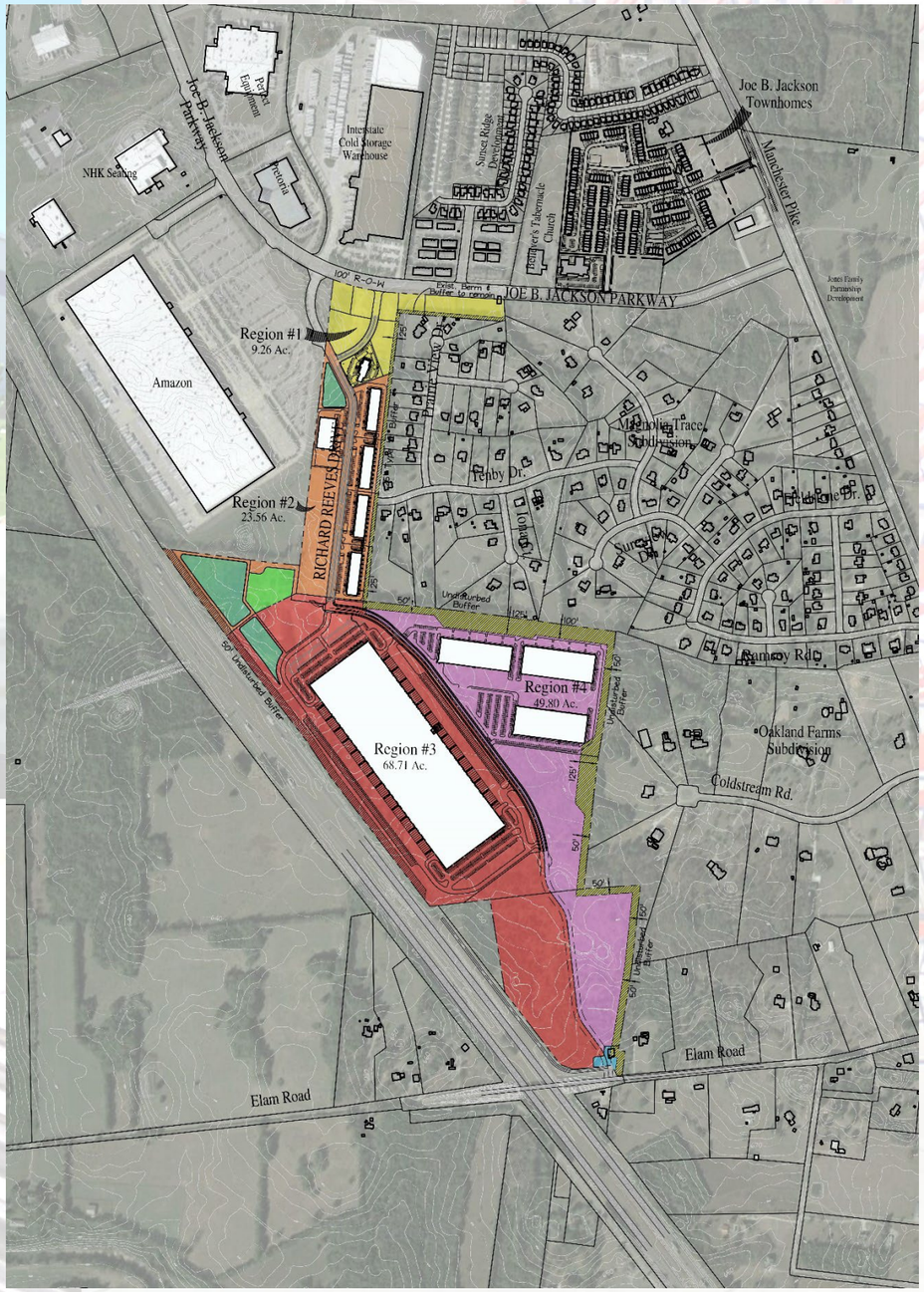
X = Permitted Uses
X = New Permitted Uses
X* = Only allowed West of Richard Reeves Drive

USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
INDUSTRIAL				
Manufacture, Storage, Distribution of:				
Abrasive Products		X	X	X
Automobile Parts and Components Manufacture			X	X
Automobile Seats Manufacture			X	X
Bakery Goods		X	X	X
Bottling Works		X	X	X
Brewery		X	X	X
Candy		X	X	X
Canned Goods			X	X
Contractor's Storage, Indoor		X	X	X
Contractor's Yard or Storage, Outdoor		X*	X	
X* = Only allowed West of Richard Reeves Drive				
Cosmetics			X	
Custom Wood Products		X	X	X
Electrical or Electronic Equipment, Appliances, and Instruments		X	X	X
Fabricated Metal Products and Machinery (Indoor)		X	X	X
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery			X	X
Furniture and Fixtures		X	X	X
Jewelry		X	X	X
Leather and Leather Products except tanning and finishing		X	X	X
Leather and Leather Products, Tanning and Finishing			X	
Lumber and Wood Products			X	
Metal or Rubber Stamps			X	
Musical Instruments			X	X
Novelties		X	X	X
Office/Art Supplies			X	X
Paints, only storage or distribution		X	X	X
Paper Products excluding paper and pulp mills			X	
Pharmaceuticals			X	X
Photographic Film Manufacture			X	
Pottery, Figurines, and Ceramic Products		X	X	X
Primary Metal Distribution and Storage, indoor			X	X
Primary Metal Manufacturing			X	
Printing and Publishing		X	X	X
Rubber and Plastic Products except rubber or plastic manufacture			X	
Silverware and Cutlery			X	X
Soap			X	
Sporting Goods			X	X
Stone, Clay, Glass, and Concrete Products		X	X	X
Toiletries			X	
Toys		X	X	X
Transportation Equipment, Vehicles			X	

USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
INSTITUTIONS				
Church	X			
Day-Care Center	X			
Public Building	X			

USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
TRANSPORTATION AND PUBLIC UTILITIES				
Post Office or Postal Facility		X	X	X
Pump Station		X		
Telephone Service Center		X	X	X
OTHER				
Recycling center			X	
Self-Service Storage Facility			X	X
Warehouse		X	X	X
Wholesale Establishments		X	X	X

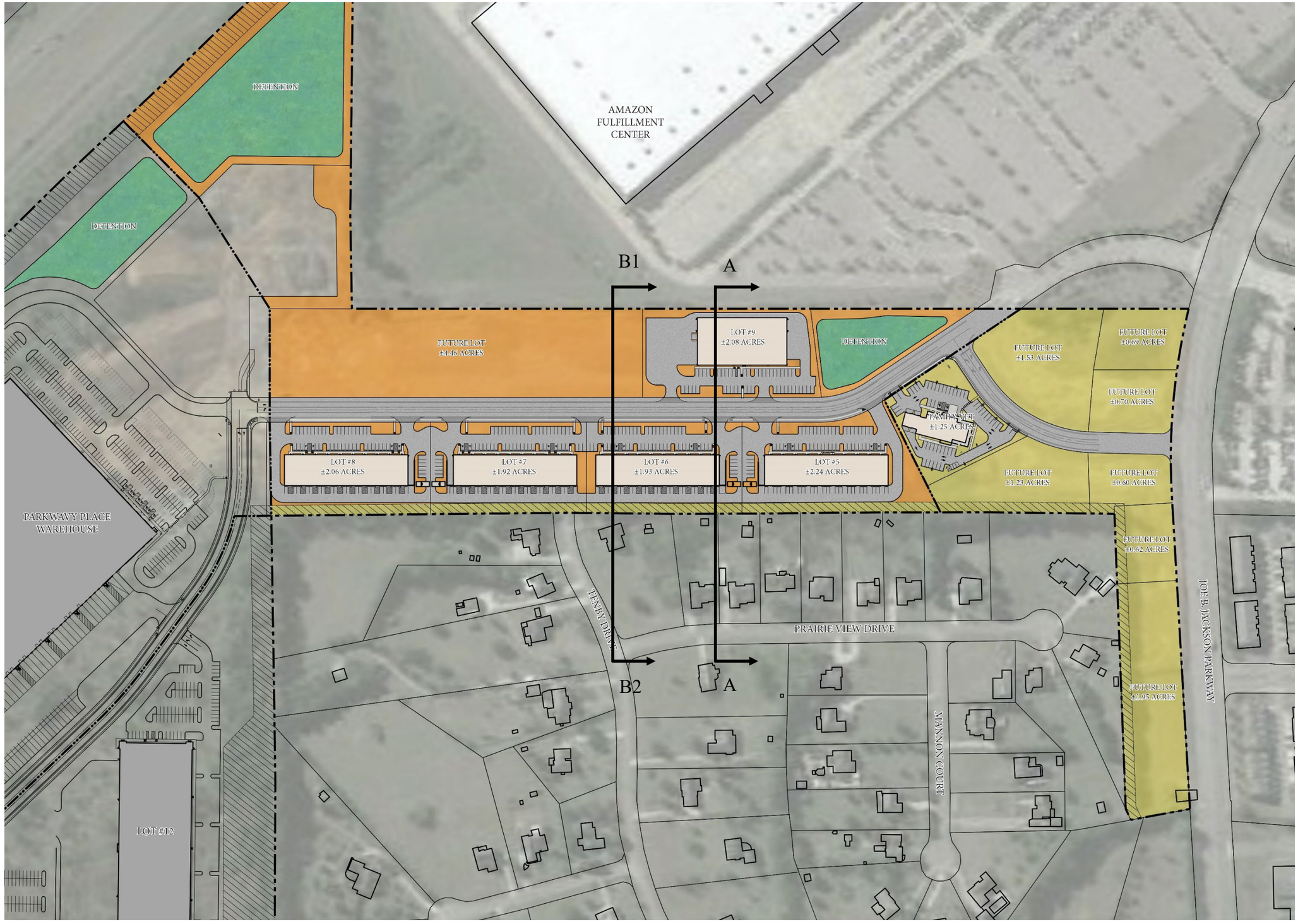
X = Permitted Uses
X = New Permitted Uses
X* = Only allowed West of Richard Reeves Drive



N.T.S.

PARKWAY PLACE

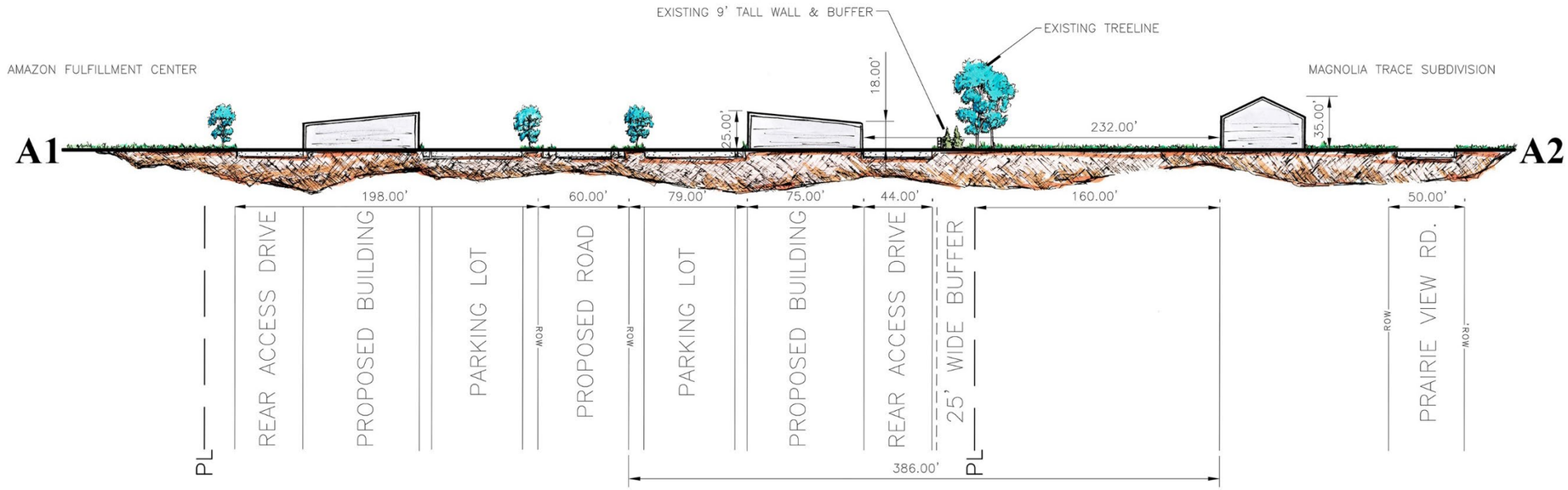
The uses for the development were selected and restricted to help protect the existing residents and ensure a successful development. The less intense uses have been placed abutting the residential zones while the more intense uses will be buffered from the residential zones. In addition to considering the abutting residential zones, the allowable uses of each Region inside the development were considered to ensure the long-term success of the development itself. By maintaining appropriate uses within each Region, proper transitions between land uses will occur and keep activities restricted to certain areas therefore protecting each individual site itself as well as the entire development and surrounding region.



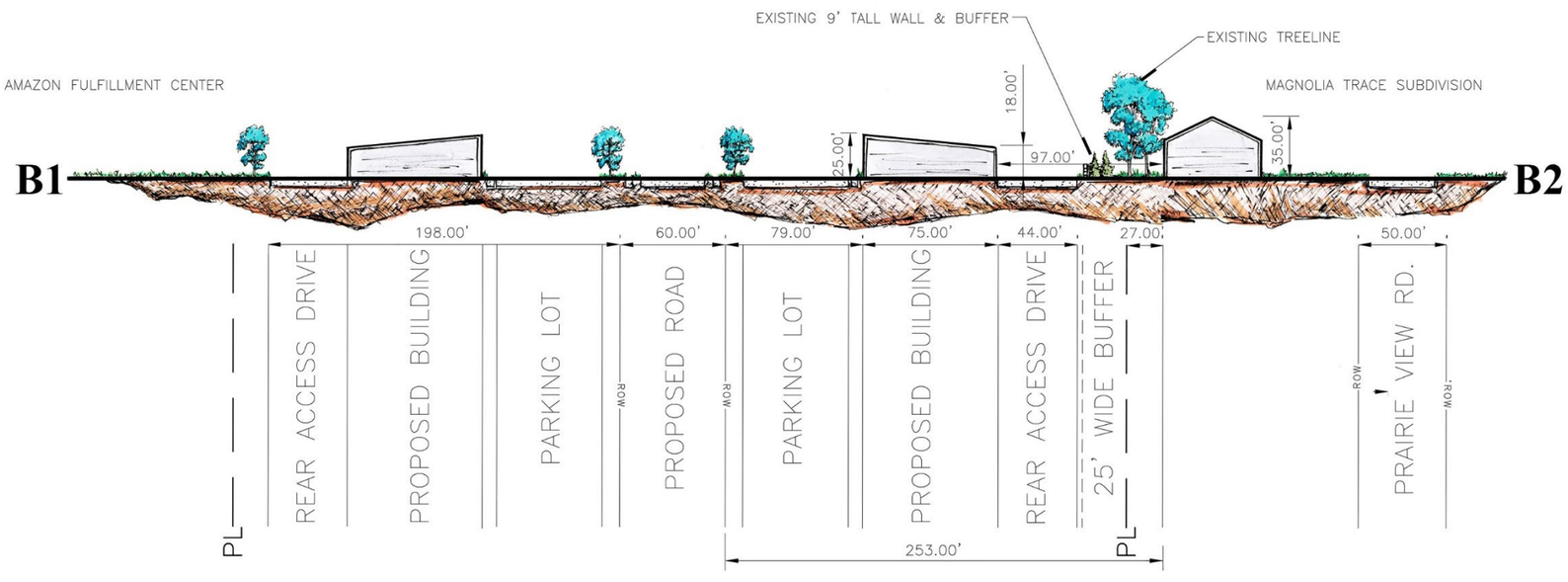
North to the Right
Scale: 1" = 200'

Current Lot Design of Regions 1 &

PROPOSED SITE



PROPOSED SITE



1.) A MAP SHOWING AVAILABLE UTILITIES, EASEMENTS, ROADWAYS, RAIL LINES AND PUBLIC RIGHT-OF-WAY CROSSING AND ADJACENT TO THE SUBJECT PROPERTY.
RESPONSE: AN EXHIBIT IS GIVEN ON PAGE 5 ALONG WITH DESCRIPTIONS OF EACH.

2.) A GRAPHIC RENDERING OF THE EXISTING CONDITIONS AND/OR AERIAL PHOTOGRAPH(S) SHOWING THE EXISTING CONDITIONS AND DEPICTING ALL SIGNIFICANT NATURAL TOPOGRAPHICAL AND PHYSICAL FEATURES OF THE SUBJECT PROPERTY; LOCATION AND EXTENT OF WATER COURSES, WETLANDS, FLOODWAYS, AND FLOODPLAINS ON OR WITHIN ONE HUNDRED (100) FEET OF THE SUBJECT PROPERTY; EXISTING DRAINAGE PATTERNS; LOCATION AND EXTENT OF TREE COVER; AND COMMUNITY GREENWAYS AND BICYCLE PATHS AND ROUTES IN PROXIMITY TO THE SUBJECT PROPERTY.
RESPONSE: AN EXHIBIT IS GIVEN ON PAGE 5 THAT SHOWS THE EXISTING CONTOURS AND DRAINAGE PATTERNS ALONG WITH AN AERIAL PHOTOGRAPH OF THE AREA. NO PORTION OF THE PROPERTY IS SUBJECT TO FLOODPLAINS OR FLOODWAYS.

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 PAGES 3, 5, 6, 7, & 8 GIVE THE LOCATION OF EXISTING STRUCTURES ON THE SUBJECT PROPERTY AND THE SURROUNDING PROPERTIES. AN EXHIBIT ON PAGE 5A GIVES THE ZONING OF THOSE SAME PROPERTIES.

4.) A DRAWING DEFINING THE LOCATION AND AREA PROPOSED TO BE DEVELOPED FOR BUILDINGS AND PARKING; STANDARDS FOR PEDESTRIAN AND VEHICULAR CIRCULATION; THE PROPOSED POINTS OF INGRESS AND EGRESS TO THE DEVELOPMENT; THE PROVISION OF SPACES FOR LOADING; PROPOSED SCREENING TO BE MADE IN RELATION TO ABUTTING LAND USES AND ZONING DISTRICTS; AND THE EXTENT OF PROPOSED LANDSCAPING, PLANTING AND OTHER TREATMENT ADJACENT TO SURROUNDING PROPERTY.
RESPONSE: PAGES 8-12 LISTS STANDARDS AND EXHIBITS SHOWING THE CONCEPT PLAN WHICH SHOWS EACH OF THESE ITEMS.

5.) A CIRCULATION DIAGRAM INDICATING THE PROPOSED PRINCIPAL MOVEMENT OF VEHICLES, GOODS AND PEDESTRIAN WITHIN THE DEVELOPMENT TO AND FROM EXISTING THOROUGHFARE.
RESPONSE: THE SITE PLAN ON PAGES 4, 11, & 12 INDICATES ACCESS POINTS.

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; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8
(BB) THE ORDER IN WHICH THE PHASES OF THE PROJECT WILL BE BUILT; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8
(CC) THE MINIMUM AREA AND THE APPROXIMATE LOCATION OF COMMON SPACE AND PUBLIC IMPROVEMENTS THAT WILL BE REQUIRED AT EACH STAGE; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8
(DD) A BREAKDOWN BY PHASE FOR SUBSECTIONS[5] AND [6] ABOVE; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8

7.) A WRITTEN STATEMENT GENERALLY DESCRIBING THE RELATIONSHIP OF THE PROPOSED PLANNED DEVELOPMENT TO THE CURRENT POLICIES AND PLANS OF THE CITY AND HOW THE PROPOSED PLANNED DEVELOPMENT IS TO BE DESIGNED, ARRANGED AND OPERATED IN ORDER TO PERMIT THE DEVELOPMENT AND USE OF NEIGHBORING PROPERTY IN ACCORDANCE WITH THE APPLICABLE REGULATIONS OF THIS ARTICLE.

RESPONSE: THE PROPERTY IS CURRENTLY ZONED PID. THE SURROUNDING AREA HAS A MIXTURE OF USES CONSISTING OF RESIDENTIAL DETACHED STRUCTURES, CHURCHES, AND SCHOOLS. THE SCHOOL AND CHURCH ARE INSTITUTIONAL USES, WHICH ARE TYPICALLY CONSIDERED TO BE COMPLIMENTARY AND COHESIVE WITH THE SURROUNDING NEIGHBORHOODS. LIKE THOSE USES, THE APPROVED PID WILL PROVIDE AMENITIES AND NEEDS FOR THE LOCAL RESIDENTS. THE CONCEPT PLAN AND DEVELOPMENT STANDARDS COMBINED WITH THE ARCHITECTURAL REQUIREMENTS SHOWN WITHIN THIS BOOKLET WILL ALLOW THIS SITE TO FILL A NEED IN THE SIEGEL AREA.

8.) A STATEMENT SETTING FORTH IN DETAIL EITHER (1) THE EXCEPTIONS WHICH ARE REQUIRED FROM THE ZONING AND SUBDIVISION REGULATIONS OTHERWISE APPLICABLE TO THE PROPERTY TO PERMIT THE DEVELOPMENT OF THE PROPOSED PLANNED DEVELOPMENT OR (2) THE BULK, USE, AND/OR OTHER REGULATIONS UNDER WHICH THE PLANNED DEVELOPMENT IS PROPOSED.

RESPONSE: THE FRONT SETBACKS REQUESTED ARE THE SAME AS REQUIRED SETBACK FOR A (OG) DEVELOPMENT. THE SIDE SETBACKS REQUESTED ARE SAME AS REQUIRED FOR A (OG) DEVELOPMENT. THE REAR SETBACKS ARE SAME AS REQUIRED SETBACK FOR A (OG) DEVELOPMENT. THE MAXIMUM HEIGHT IS SAME AS ALLOWED IN A (OG) DEVELOPMENT. THIS DEVELOPMENT REQUESTS AN EXCEPTION TO THE MAXIMUM CUL-DE-SAC LENGTH SET FORTH IN SECTION 5.7.5ii OF THE MURFREESBORO SUBDIVISION REGULATIONS FOR THE TEMPORARY END OF LOGISTICS WAY. A PUBLIC/PRIVATE ACCESS EASEMENT SHALL BE PROVIDED TO CONNECT TO ELAM ROAD FOR NON-DELIVERY VEHICULAR ACCESS ONLY.

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 PID. NOT REQUIRED FOR INDUSTRIAL USES PER MURFREESBORO ZONING ORDINANCE CHART 2 "MINIMUM LOT REQUIREMENTS, MINIMUM YARD REQUIREMENTS, AND LAND USE INTENSITY RATIOS".

10.) THE NATURE AND EXTENT OF ANY OVERLAY ZONE AS DESCRIBED IN SECTION 24 OF THIS ARTICLE AND ANY SPECIAL FLOOD HAZARD AREA AS DESCRIBED IN SECTION 34 OF THIS ARTICLE

RESPONSE: THIS PROPERTY IS IN THE AIRPORT OVERLAY DISTRICT (AOD), BATTLEFIELD PROTECTION DISTRICT (BPD), GATEWAY DESIGN OVERLAY DISTRICT (GDO), HISTORIC DISTRICT (H-1), OR PLANNED SIGNAGE OVERLAY DISTRICT (PS). NO PORTION OF THIS PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ACCORDING TO THE CURRENT FEMA MAP PANEL.

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: PAGE 12 DISCUSSES THE MAJOR THOROUGHFARE PLAN.

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: THE PRIMARY REPRESENTATIVE IS MATT TAYLOR OF SEC, INC.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION
JULY 13, 2022

6:00 PM **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Jami Averwater
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
Amelia Kerr, Planner
Katie Noel, Project Engineer
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order and 2. Determination of a Quorum

Mr. Greg McKnight, acting as Chair Pro-Tem, called the meeting to order at 6:00 PM and requested for Item 4 a. the Election of Chair and Vice-Chair for 2022-2023, to be moved as the first item on the Agenda. A quorum was present.

Mr. Shawn Wright made a motion for Election of Chair and Vice Chair 2022-2023 to be moved to the first item on the agenda; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Mr. Greg McKnight opened the floor for the nomination of the 2022-2023 Planning Commission Chair.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION
JULY 13, 2022

Zoning application [2022-412] to amend the Parkway Place PID on approximately 151 acres located along Joe B Jackson Parkway and Richard Reeves Drive and to zone approximately 0.9 acres located along Elam Road to PID simultaneous with annexation, Swanson Developments, LP applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Katie Noel, Project Engineer, came forward stating the City had asked for this connection to Elam Road due to the continued development within this area. This road provides an important link in Rutherford County and the improvements would disburse traffic. Lastly, a traffic study would be provided at the same time as site plans are submitted for development.

Ms. Holly Smyth explained a neighborhood meeting had been conducted on July 11, 2022, which approximately 30 people had attended.

Mr. Brian Grover of SEC and Mr. Joe Swanson, Jr. (developer) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing**.**

1) **Mr. Marty Perkins, 3795 Mt Tabor Road** – opposes the development and the entrance request off Elam Road.

2) **Mr. Jonathan Beverly, 401 Davenport Drive** – opposes the allowable use for a lumber yard and opposes large tractor trailers using the new connector road.

3) **Mr. Randall Patterson, 5807 Elam Road** – opposes large tractor trailers using the proposed connector road. In addition, he requested for the cemetery be considered with

Elam Road improvements due to services and those visiting the cemetery have been parking on Elam Road.

4) **Mr. Allan Cook, 2915 Mt Tabor Road** – has concerns with the new connector road allowing an increase in traffic.

5) **Mr. Randall Upchurch, 5838 Elam Road** – opposes the proposal due to safety and the increase in traffic.

6) **Mr. Dale Bonfiant, 5317 Elam Road** – opposes the proposal due to Elam Road being dangerous.

7) **Ms. Angie McFarland Kleinau, 5942 West Gum Road** – expressed traffic concerns and opposes this proposal.

8) **Mr. George and Penny Nelson, 5704 Elam Road** – oppose this proposal and wanted to know who would pay for road improvements.

9) **Ms. Peggy Maples, 5506 Elam Road** – opposes this request and voiced her concerns regarding communication between Rutherford County and the City of Murfreesboro.

10) **Mr. Mark Green, 5802 Elam Road** – opposes this request and wanted to know what is the advantage for emergency traffic using a connector road off of Elam Road versus using Joe B Jackson Parkway?

11) **Mr. Matthew Hicks, 5605 Elam Road** – stated Tennessee Department of Transportation 2040 plan has an interchange proposal for Elam Road. This would allow additional traffic to the proposed connector road.

Chair Kathy Jones closed the public hearing.

Mr. Sam Huddleston addressed questions regarding traffic conditions and the proposed private roadway connection to Elam Road.

Mr. Holly Smyth came forward to summarize the updated allowable uses for all regions which would be provided in the applicant's revised pattern book.

Ms. Katie Noel came forward to make known the 2040 Transportation Plan had incorporated Tennessee Department of Transportation road projects. Currently, she is not aware of any plans from TDOT for an Elam Road interchange project and it is not incorporated in the 2040 Transportation Plan.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones
Warren Russell
Shawn Wright
Nay: Jami Averwater
Chase Salas

6. Staff Reports and Other Business

There being no further business the meeting adjourned at 9:40 p.m.

_____

Chair

_____

Secretary

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ORDINANCE 22-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 amend the conditions applicable to approximately 151 acres in the Planned Industrial Development (PID) District (Parkway Place PID) located along Joe B. Jackson Parkway and Richard Reeves Drives, as indicated on the attached map, and to zone approximately 0.9 acres along Elam Road to Planned Industrial Development (PID) District (Parkway Place PID), simultaneous with annexation; Swanson Developments, LP, applicant [2022-412].

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 to modify the conditions of the Planned Industrial Development (PID) District, as indicated on the attached map, for the purpose of adding a parcel to the PID, modifying the "region" lines of the PID, increasing the number of uses permitted in the various "regions" of the PID , and providing for a driveway connection from the subject property to Elam Road, and to zone the territory indicated on the attached map to Planned Industrial Development (PID) District, simultaneous with annexation.

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

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

Passed:

_____
Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

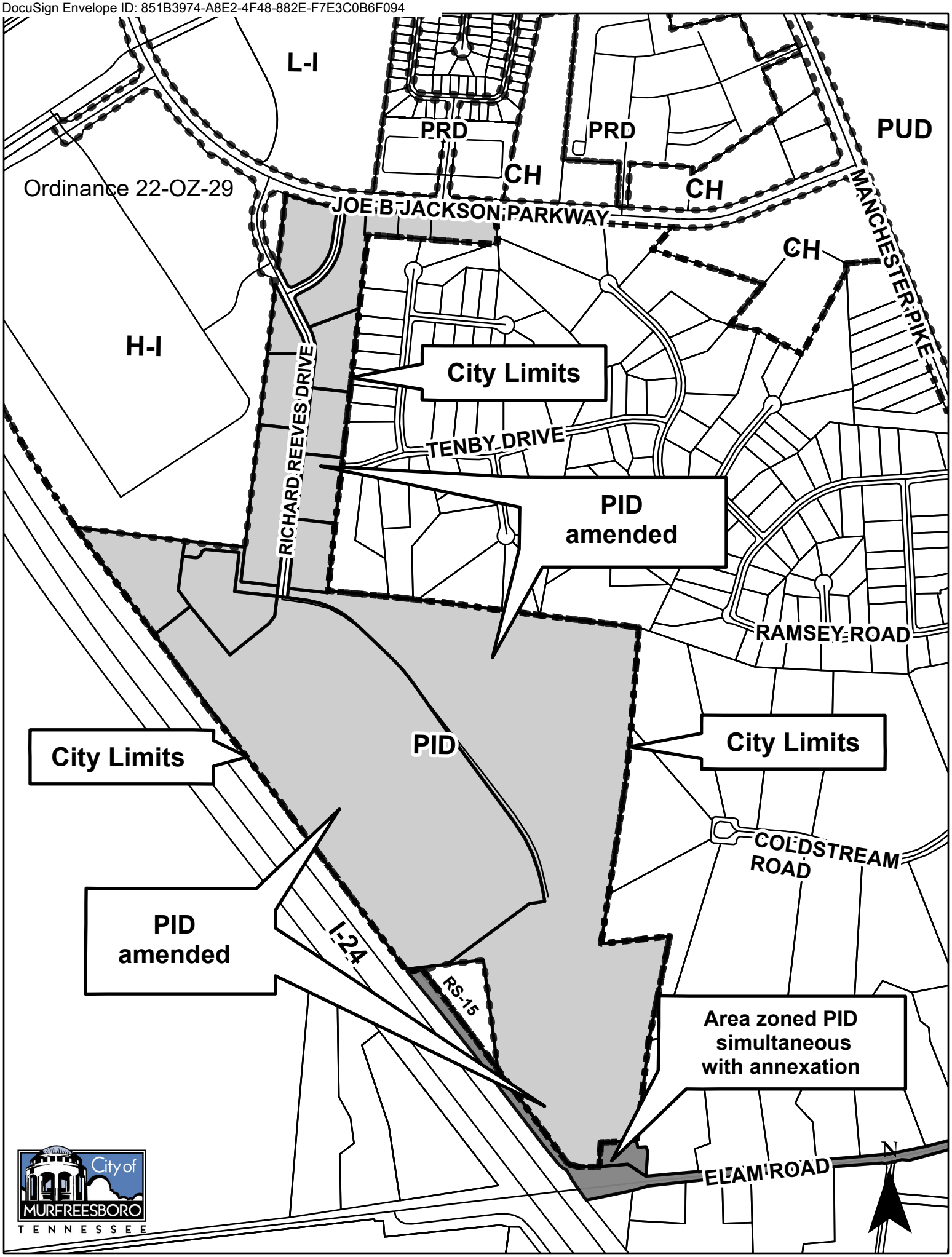
_____
Jennifer Brown
City Recorder
SEAL

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

DocuSign Envelope ID: 851B3974-A8E2-4F48-882E-F7E3C0B6F094



COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Rezoning property along Franklin Road
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 25.5 acres located along the north side of Franklin Road west of Fortress Boulevard.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Beazer Homes presented a zoning application [2022-410] for approximately 19.5 acres located along the north side of Franklin Road to be rezoned from RS-15 (Single-Family Residential District) to RS-8 and approximately 6.0 acres to be rezoned from RS-15 to CF (Commercial Fringe District). During its regular meeting on July 13, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of commercial outparcels along Franklin Road, which, upon development, could create jobs for the community and generate tax revenue for the City.

Expand Infrastructure

Development on the subject property will be required to extend Rucker Lane north of Franklin Road, creating a north-south roadway connection from the neighborhoods to the north to a signalized intersection via the connection to the existing Garcia Boulevard stub.

Attachments:

1. Ordinance 22-OZ-26
2. Maps of the area

3. Planning Commission staff comments from 07/13/2022 meeting
4. Planning Commission minutes from 07/13/2022 meeting
5. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 13, 2022
PROJECT PLANNER: MARINA RUSH

5.b. Zoning application [2022-410] for approximately 19.5 acres to be rezoned from RS-15 to RS-8 and approximately 6.0 acres to be rezoned from RS-15 to CF located along Franklin Road, Beazer Homes applicant.

The applicant, Beazer Homes, submitted an application to rezone the subject property from RS-15 (Single-Family Residential District) to RS-8 and CF (Commercial Fringe) districts. The portion proposed for RS-8 is approximately 19.5 acres and the portion for CF zoning is approximately 6.0 acres. The CF zoning is proposed to be located along the southern portion of the properties fronting onto Franklin Road. The property tax map numbers are:

- Tax Map 093, Parcel 17.01 (23.5 acres)
- Tax Map 093, Parcel 17.05 (2.0-acre portion of a 9.8 acre parcel)

The purpose for the rezoning request is to subdivide the property and construct single-family detached residences. The RS-8 zoning district permits single-family residential detached uses on parcels of a minimum of 8,000 square-feet in size. The Zoning Ordinance requires for the RS-8 district to provide a minimum of 75% of all exterior facades for single-family homes to be constructed of brick, stone, or cementitious siding to minimize the potential for fire damage.

The CF zoning district allows for commercial uses in accordance with Zoning Ordinance, Chart 1. The permitted uses in the CF district tend to not be a nuisance when located adjacent to residences. The Zoning Ordinance includes additional regulations for this district relating to drive-up windows, sale of fuel products, trash enclosure location, and parking lot lighting. The applicant has indicated that there is no commercial project proposal at this time, and that the proposed commercial zoning is speculative.

Adjacent Zoning and Land Uses

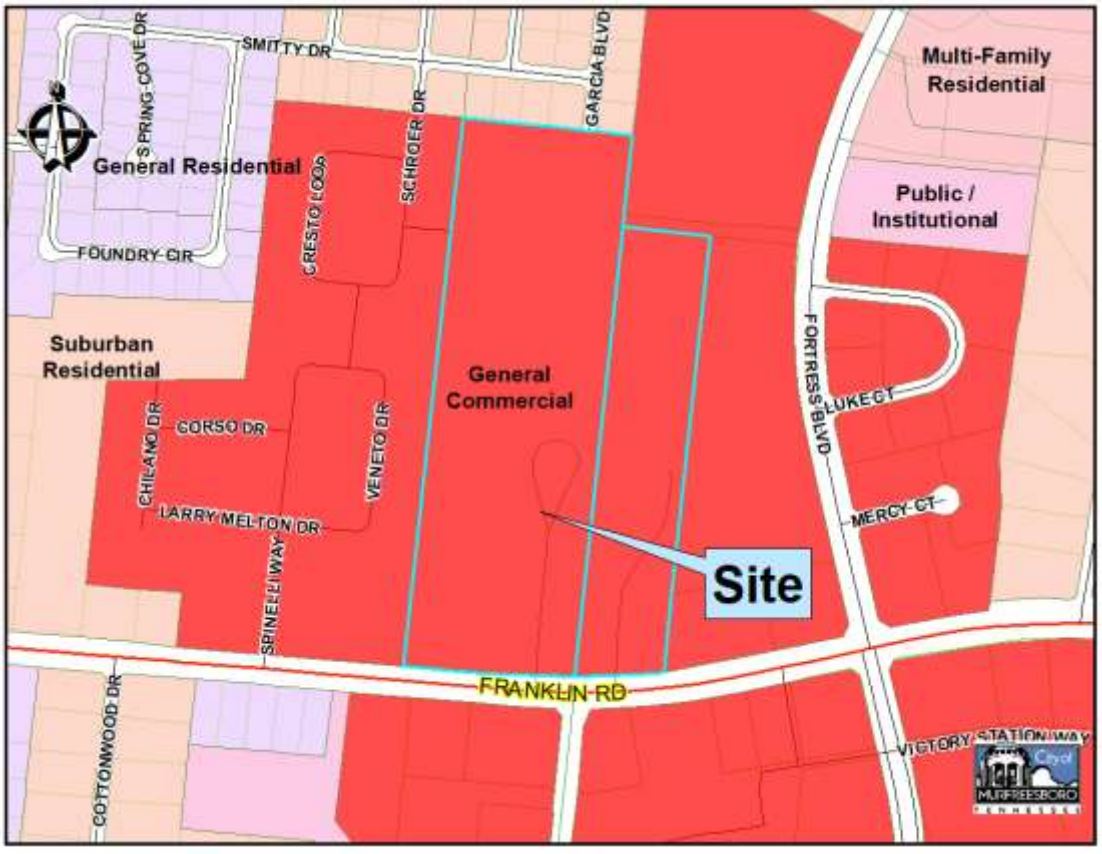
The adjacent properties are zoned for and developed with a mixture of uses. The property to the east is the Victory Station PUD (Planned Unit District) with a mixture of commercial and residential uses. To the north is zoned RS-12 and developed with single-family residences and northeast is the Blackman Cove PRD single-family residential subdivision. The properties to the southwest are zoned RM

(medium-density residential in the unincorporated County) and developed with single-family residences and duplexes, and to the south are properties zoned PCD (Planned Commercial District) and CF with Toot's Restaurant and an approved site plan for Tire World. The property to the west was rezoned last year to the RS-8 and CF districts for single-family detached residential and commercial development. The current rezoning requested aligns generally with this property to the west.

Future Land Use Map

The current future land use map (FLUM) of the Murfreesboro 2035 Comprehensive Plan (excerpt below) indicates that Auto-Urban (General) Commercial is the most appropriate land use for the subject properties. CF zoning is consistent with the General Commercial land use designation; however, the portion of the property that is proposed for RS-8 zoning is not consistent with the Future Land Use Map for General Commercial. In this case, although the proposed RS-8 zoning is not consistent with the current FLUM, staff recommends that the FLUM be modified to allow for the residential zoning due to the size and depth of the property and distance from the arterial road.

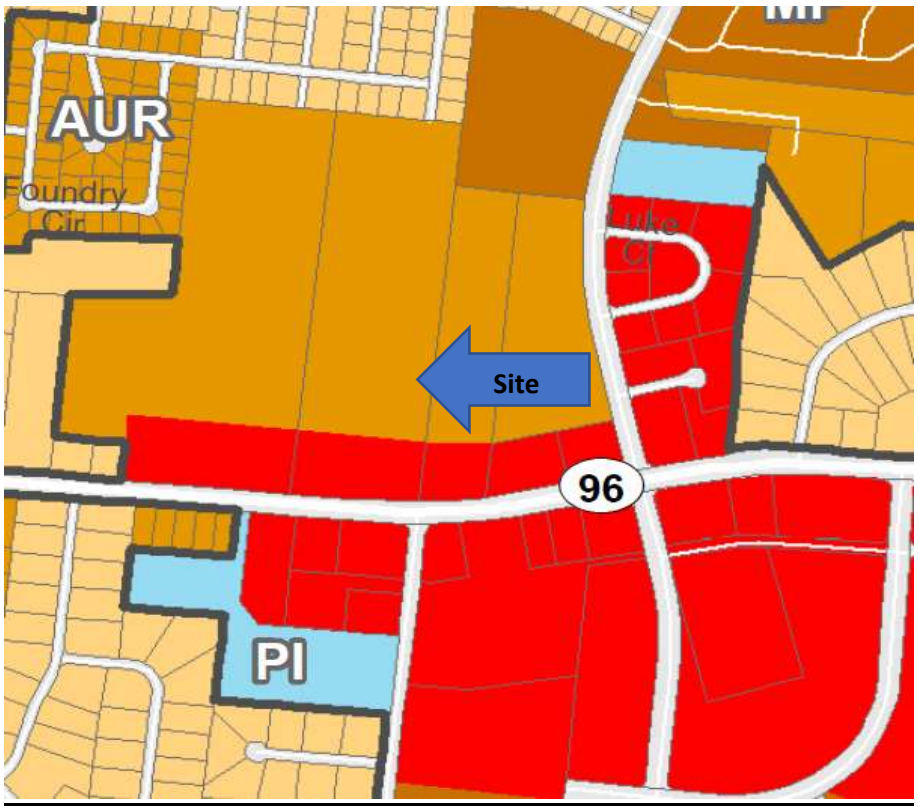
Murfreesboro 2035 Comprehensive Plan – Future Land Use Map (excerpt)



In addition, the Planning Department is in the process of updating the Future Land Use Map and associated Chapter 4 text. The proposed land use designation for the subject property with this update indicates that "Auto Urban/General Commercial" and "Auto Urban Residential" are the land use characters most appropriate for the project site. The General Commercial area is located along the Franklin Road/Highway 96 corridor and extends back approximately 250 linear feet as depicted on the following map, and the Auto Urban Residential area is the remainder of the property to the north.

Auto-Urban (General) Commercial character is typically high intensity commercial businesses with a large amount of land area for operations, and is typically developed with strip commercial, commercial centers, auto-focused commercial uses, restaurants, etc. and requires a significant amount of land area due primarily to providing on-site parking. The "Auto Urban/General Residential" characteristics are more urban character and allow for the smaller residential lots, such as with the RS-4, RS-6, RS-8 or PRD for townhomes. The requested rezoning of the subject property would be consistent with the Future Land Use Map (proposed update) as depicted on the following map.

Proposed Update to the Murfreesboro 2035 Comprehensive Plan - Future Land Use Map (excerpt)



Recommendation:

Staff supports the zoning request to RS-8 and CF for the following reasons:

1) RS-8 zoning district permits single-family residential detached uses on lots of at least 8,000 square-feet, and the houses would be constructed with exterior facades of a minimum of 75% masonry materials of brick, stone, or cementitious siding to minimize the potential for fire damage;

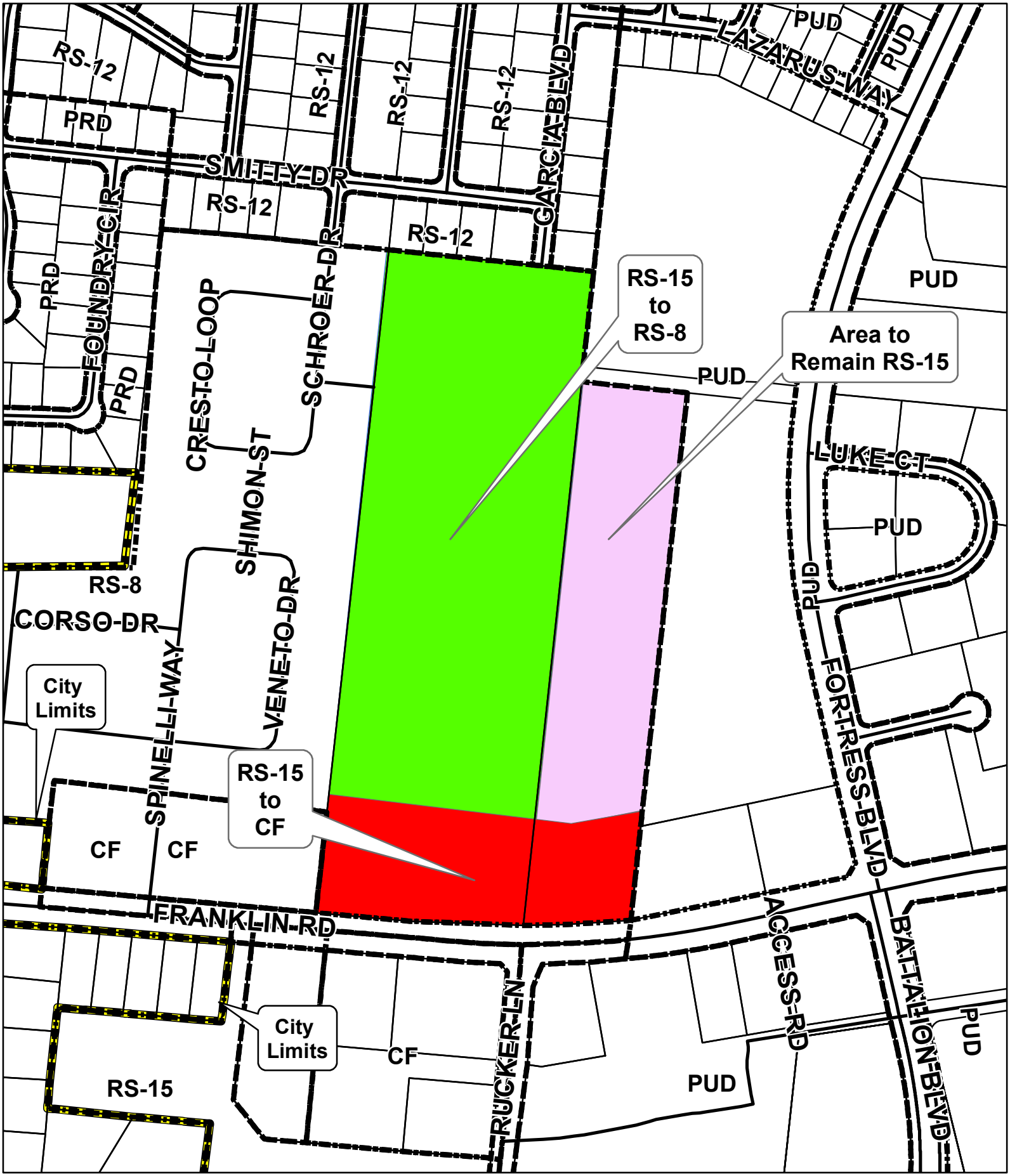
2) Any future development proposal will include a road connection to Franklin Road across from Rucker Lane and along the north extending to Fortress Boulevard. The road connection to the Rucker intersection will provide a means of ingress/egress at an existing signalized intersection for both the existing and proposed residential uses north of Franklin Road.

3) The portion of the property proposed for CF zoning is consistent with the General Commercial land use designation; and

4) The portion of the property proposed for RS-8 zoning is not consistent with the adopted Future Land Use Map for General Commercial; however, it is consistent with the "Auto-Urban (General) Residential" land use character recommended in the proposed update to the future land use map, characterized by single family dwelling units on smaller parcels and townhome developments. In this case, the proposed RS-8 zoning would provide a good transition between commercial property to the south and any existing and future single-family detached residential property to the north and west. Staff recommends that this is an appropriate instance to deviate from the recommendations of the adopted FLUM.

Action needed

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



Rezoning request for property along Franklin Road
RS-15 to RS-8 and RS-15 to CF

520 260 0 520 Feet

City of MURFREESBORO TENNESSEE

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



Rezoning request for property along Franklin Road
RS-15 to RS-8 and RS-15 to CF

520 260 0 520 Feet

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

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

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: Beazer Homes c/o Will Smith

Address: 501 Corporate Center Drive City/State/Zip: Franklin, TN

Phone: 931-273-4746 E-mail address: will.smith@beazer.com

PROPERTY OWNER: Dorothy Smith & Michael Zakaria

Street Address or property description: 4424 & 4620 Franklin Rd

and/or Tax map #: 93 Group: Parcel (s): 17.01 & 17.05

Existing zoning classification: RS-15

Proposed zoning classification: CF & RS-8 Acreage: 33.36

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required):

DATE: 5/12/2022

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

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

Amount paid: **Receipt #:**

Revised 7/20/2018

SMITH-ZAKARIA PROPERTY

CONCEPTUAL SITE PLAN 'A'

LAND USE DATA:

PROPOSED ZONING:	RS-8 & CF
SMITH - LAND AREA:	±23.53 ACRES (70.62%)
ZAKARIA - LAND AREA:	±9.79 ACRES (29.38%)
TOTAL LAND AREA:	±33.32 ACRES
SMITH - COMMERCIAL LAND AREA:	±4.06 ACRES (12.18%)
ZAKARIA - COMMERCIAL LAND AREA:	±1.97 ACRES (5.91%)
TOTAL COMMERCIAL LAND AREA:	±6.03 ACRES (18.09%)
SMITH - RS-8 RESIDENTIAL LAND AREA:	±19.47 ACRES (58.43%)
ZAKARIA - RS-15 RESIDENTIAL LAND AREA:	±7.82 ACRES (23.46%)
TOTAL RESIDENTIAL LAND AREA:	±27.29 ACRES (81.90%)

LEGEND

RS-8

RS-15

CF

SCHROER DR.

SMITTY DRIVE

GARCIA BLVD.

COMMON AREA 3

COMMON AREA 2

COMMON AREA 1

ROW

ROW

±19.47 AC
RS-8

±7.82 AC
To Remain
RS-15

314.41′

250.00′

291.78′

318.44′

±2.30 AC
CF

315.68′

±1.76 AC
CF

298.29′

±1.97 AC
CF

308.49′

314.64′

250.67′

296.60′

FORTRESS BOULEVARD

WEST CLEARVIEW DRIVE

FRANKLIN ROAD / HIGHWAY 96

COTTONWOOD DRIVE

RUCKER LANE

N

-100′ 0 100′ 200′

SCALE: 1"= 100′

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING
LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 E-MAIL FAX: (615) 895-2567

NO PORTION OF THESE DRAWINGS MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.

The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is performed in accordance with these criteria and objectives. The owner/developer shall not hold the engineer responsible in any way for its responsibility in the assurance that the site is constructed in accordance with the construction plans.

Smith-Zakaria Properties

Murfreesboro, TN

EXHIBIT 'A'

REVISED:	
DRAWN: KMG	
DATE: 05-18-2022	
CHECKED: RSM	
FILE NAME: 17020 Smith CP-A	
SCALE: 1"=100'	
JOB NO. 17020	
SHEET: EX 'A'	

MINUTES OF THE MURFREESBORO PLANNING COMMISSION
JULY 13, 2022

6:00 PM **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Jami Averwater
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
Amelia Kerr, Planner
Katie Noel, Project Engineer
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order and 2. Determination of a Quorum

Mr. Greg McKnight, acting as Chair Pro-Tem, called the meeting to order at 6:00 PM and requested for Item 4 a. the Election of Chair and Vice-Chair for 2022-2023, to be moved as the first item on the Agenda. A quorum was present.

Mr. Shawn Wright made a motion for Election of Chair and Vice Chair 2022-2023 to be moved to the first item on the agenda; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Mr. Greg McKnight opened the floor for the nomination of the 2022-2023 Planning Commission Chair.

The Planning Commission began discussing the proposal and wanted to know who would be responsible for the cost to connect to City sanitary sewer for this property. Mr. Blomeley explained the property owner would be responsible for the expense and for working with the developer of Magnolia Grove to extend sewer.

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

There being no further discussion, Mr. Warren Russell moved to recommend approval of the property as an outside the City sewer customer service and; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Abstain: Shawn Wright

Zoning application [2022-410] for approximately 19.5 acres to be rezoned from RS-15 to RS-8 and approximately 6.0 acres to be rezoned from RS-15 to CF located along Franklin Road, Beazer Homes applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover of SEC was in attendance, representing the applicant.

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

There being no further discussion, Ms. Jami Averwater moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Zoning application [2022-413] for approximately 10.8 acres located at 2655 Wilkinson Pike to be rezoned from RS-15, MU, GDO-1, & GDO-2 to PRD, GDO-1, & GDO-2 (Toll Brothers at Gateway PRD), Toll Brothers applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover of SEC, Mr. Michael Burton, Mr. Jordan Hartigan, and Mr. Rob Molchan were in attendance for the meeting. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones requested that all high visibility units should include enhanced elevations. In addition, the side elevations should be included in the pattern book. The Planning Commission continued with questions regarding the exceptions, and the private solid waste carts being stored in garages with vehicles only.

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

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ORDINANCE 22-OZ-26 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 19.5 acres from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District and approximately 6.0 acres from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District along Franklin Road, Beazer Homes applicant, [2022-410].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Eight (RS-8) District and Commercial Fringe (CF) 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

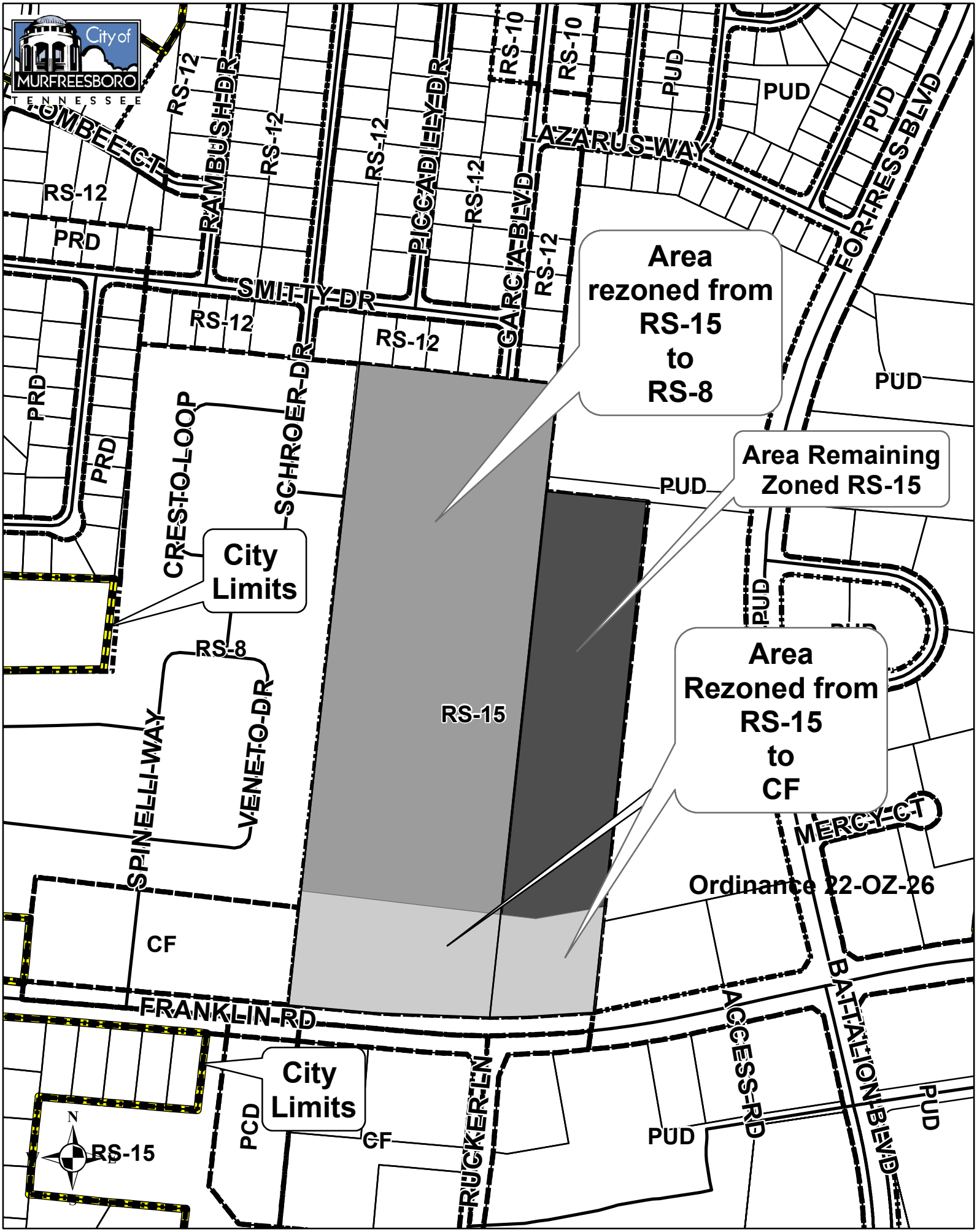
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

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COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Rezoning property along Wilkinson Pike
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 10.8 acres located along the south side of Wilkinson Pike.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Toll Brothers presented a zoning application [2022-413] for approximately 10.8 acres located along the south side of Wilkinson Pike to be rezoned from RS-15 (Single-Family Residential District), MU (Mixed Use District), and GDO-1 & 2 (Gateway Design Overlay District) to PRD (Planned Residential District) and GDO-1 & 2. During its regular meeting on July 13, 2022, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of an additional housing option in the desirable Murfreesboro Gateway.

Attachments:

1. Ordinance 22-OZ-27
2. Maps of the area
3. Planning Commission staff comments from 07/13/2022 meeting
4. Planning Commission minutes from 07/13/2022 meeting
5. Toll Brothers PRD pattern book
6. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 13, 2022

PRINICIPAL PLANNER: MARGARET ANN GREEN

5.c. Zoning application [2022-413] for approximately 10.8 acres located at 2655 Wilkinson Pike to be rezoned from RS-15, MU, GDO-1 & GDO-2 to PRD, GDO-1 & GDO-2 (Toll Brothers at Gateway), Toll Brothers applicant.

Introduction

The subject property is located along the north side of the future Willowoak Trail extension and along the south side of Wilkinson Pike (Tax Map 079 Group 093.01). The property consists of 10.77 acres and is zoned MU (Mixed Use District), RS-15 (Single-Family, Residential District), GDO-1 and GDO-2. The properties to the north are in the unincorporated area of Rutherford County and are mostly developed, single-family lots. The Villages of Murfreesboro memory care and independent living facility is along the eastern property line. Clari Park is along the western and southern property lines. The Stones River National Battlefield is to the northeast of the subject property.

The chart below provides information regarding the number of dwelling units in the Gateway district. These numbers are for apartments, condos, proposed townhomes and single-family detached; they do not incorporate the existing townhomes located along Fortress Boulevard- Villas at Indian Creek townhome and Stonecrest townhomes.

Multi-Family Project	**# d.u.**	**Approved not constructed Single-family**	**Townhomes**	**Detached**
Clari Park Area 5	300	Clari Area 2	134	21
Everwood at the Avenue	336	Clari Area 6	48	17
Henley Station Ph 1	403	Clari Area 7	100	0
Henley Station Ph 2	177		**282**	**38**
Lofts at Gateway Commons	204			
Gateway Village	80	**Assisted Care & Senior Living**	**# units constructed**	**# units approved not yet constructed**
Vintage at the Avenue	203	Villages of Murfreesboro	105	29
Vintage Gateway	263	Blake at Gateway		105
Stonecrest	321		**105**	**134**
Integra Creek	348			
Springfield Apartments	271			
Vantage Murfreesboro	288			
*TDK apartments	232			
	3426			

* approved on First Reading 06-30-2022

ZONING:

In December of 2013 the City initiated rezoning a portion of the subject property to the newly created MU district. The remainder of the property remained zoned RS-15. The RS-15 portion is zoned GDO-2 and the MU portion is zoned both GDO-1.

Wilkinson Pike Buffer/ Landscape Berm

The Wilkinson Pike buffer is a 100-foot-wide area that extends along the south side of Wilkinson Pike and was placed on this property when the Gateway Design Overlay District was established in 2004. It serves as a transition point between residents across the street and the national park by restricting development and by increasing the minimum building setback to 100-feet or more and limiting the uses.

The buffer zone shall not be utilized as a storage area. Parking lots, parking structures, accessory structures, dumpsters, temporary structures, storage facilities, or maintenance structures shall not be located within this buffer zone.

Single-family, residential dwellings are be permitted within the Wilkinson Pike Buffer and are allowed driveway access to Wilkinson Pike provided the underlying zoning allows single family dwellings as a permitted use and the following requirements are met:

Minimum lot area of 43,560 square feet (1 acre)
Minimum front setback of 80 feet from the Wilkinson Pike right-of-way
Minimum lot width of 125 feet
Minimum side setback of 12.5 feet
Minimum rear setback of 30 feet
Maximum height of 35 feet

In 2017, the City Council approved a request from the adjacent property owner to rezone the remaining segment of RS-15 property to MU and to remove the Wilkinson Pike buffer from the property. To alleviate concerns with the removal of the Wilkinson Pike Buffer in this area, the applicant volunteered to place restrictive covenants on the property which required a landscaped berm along Wilkinson Pike to be completed during the next growing season (fall 2017). The Planning Commission approved plans for the landscaped berm on September 20, 2017, and again on March 3, 2021. The City Council approved an *Amended Agreement for Landscape Buffer and Easement (Wilkinson Pike*) signed by the Mayor and recorded in the Deed Records. The Toll Brothers at Gateway PRD book also requests an exception within the Wilkinson Pike Buffer and proposes to construct a landscape berm

Mixed Use district

The Mixed-Use district permits various types of commercial, office and institutional uses and incorporates some multi-family. A few years after the creation of the MU district in 2013, the Murfreesboro City Council became aware that it was becoming consumed by multi-family uses. City Council asked staff to draft an amendment to the Zoning Ordinance to protect the mixed-use vision for this area and require it to develop with

primarily commercial, office and institutional uses and add a cap on multi-family residential acreage.

Adjacent Clari Park PUD

The adjacent Clari Park PUD utilizes approximately 38% of the land for commercial purposes, approximately 40% as townhomes and single-family detached and approximately 15% for multi-family. The developing Lot 19 (Area 2 Garden District) is along the western property line and will have 134 townhomes plus 21 single-family, detached). Area 6 is located directly across Willowoak Trail- 2 (48 townhomes and 17 detached)

5/12/2021 Clari Park		Acres	Dwelling Units	Density DU/acre	Phase
Area 1	CH	5.5	0	N/A	**PHASE 1**
Area 2	Townhomes & Single-family detached (PUD)	17	155	9.1	
Area 3	CH	15.8	0	N/A	
Area 4	CH	8	0	N/A	**PHASE 2**
Area 5	Multi-family apartments & commercial (PUD)	11.4	300	26.3	
Area 6	Townhomes & Single-family detached (PUD)	6.4	65	10.2	**PHASE 3**
Area 7	Townhomes OR commercial (PUD)	8	100	12.5	

Toll Brothers at Gateway PRD

Beulah Hale Property- 10.77 acres

Toll Brothers has a contractual interest in the subject property and is pursuing planned development zoning to remove the requirement for the property to develop primarily with office and commercial uses and to allow single-family attached and detached as permitted uses. The Toll Brothers at Gateway PRD proposes a mixture of 77 single family attached and 27 single-family detached dwellings all with a Horizontal Property Regime form of ownership. The mixture of uses within the proposed PRD are 74% townhomes and 26% single-family, detached. The plan does not include a commercial component.

The applicants held a neighborhood meeting on Monday, June 6, 2022, at Embassy Suites.

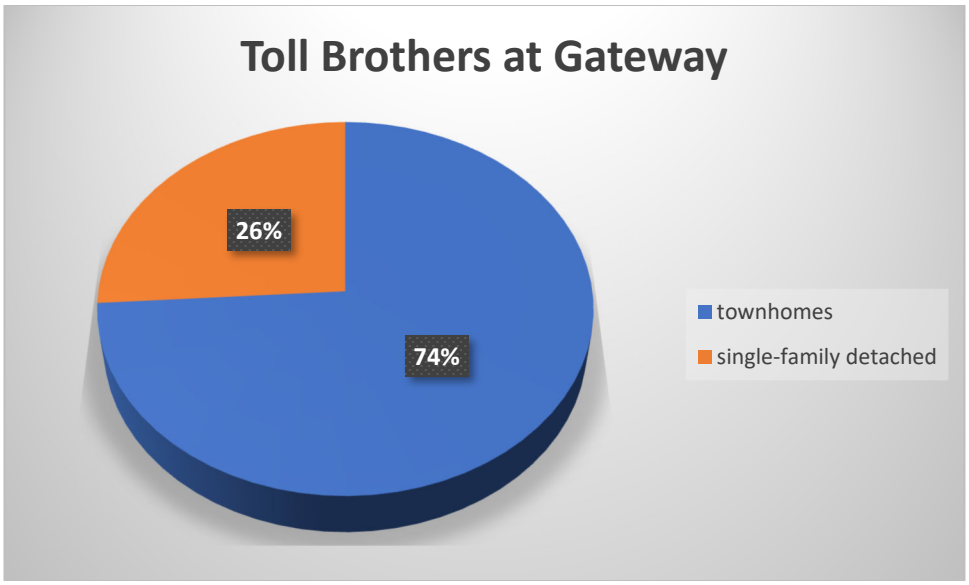


CHART 1- GRAPHIC COMPARISON OF LAND-USE CATEGORIES

The proposed single family attached homes will have a minimum size of 1,800 square feet and the single-family detached homes will have a minimum size of 2,300 square feet. Each dwelling has a minimum of 3 bedrooms with a 2-car garage. Decorative streetlights are proposed along the private drives. The Wilkinson Pike entrance has development signage on both sides of the entrance, and the Willowoak Trail entrance has development signage on one side of the entrance. The Homeowners Association will maintain the common areas. The applicant also proposes to utilize the PRD to allow several exceptions to density, area, bulk, and parking regulations as described further in this report.

The Zoning Ordinance requires multiple-family developments and single-family attached townhouse developments with more than 75 dwelling units to provide a drive-up external commercial grade garbage compactor. The PRD reproposes the solid waste be handled via a private hauler with solid waste carts stored in the garage.

The proposed style of townhome most closely relates to the RS-A Type 3: Urban Townhouse category in the Zoning Ordinance. Type 3 includes single-family attached developments characterized by multi-unit townhouse structures with lots of at least 2,000 square feet per dwelling unit. Because Type 3 developments have shallow setback requirements, these developments are appropriate in urban areas, particularly as infill redevelopment.

The following standards apply to developments in the RS-A district for Type 3 (Urban Townhouse) developments:

> (a) When the front setback is less than 30 feet, townhouses shall have a minimum finished floor elevation of 18 inches above the finished grade located adjacent to the front of the structure. Usable porches/ stoops, landscaping, and non-opaque decorative fencing may be used to distinguish between public and private space.

(b) Buildings shall be no less than two stories and the maximum building height shall be 45 feet or three stories, whichever is less. However, projections for rooftop patios, such as stairwells and the like, as well as other common rooftop projections such as chimneys, may be allowed up to a maximum height of 55′ for three-story buildings.

(c) In areas where sidewalk width is equal to or greater than eight feet, and where on-street parking is available in front of the proposed development, townhouses may be constructed to the rear edge of the sidewalk.

(d) Off-street parking shall be located to the rear or side of the building and shall be accessed via alleyway or shared driveway. Individual driveways off of a public street shall not be allowed. Front-facing garages or carports shall not be allowed.

In the RS-A district, a row of Type 3 (Urban Townhouse) townhouses shall consist of a minimum of three townhouse units and no more than 8 townhouse units or 240 feet of building length, whichever is less.

Urban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

Architecture:

Staff shared similar comments with this applicant as was discussed with the adjacent Clari Park project. Staff recommended that particular attention be paid to the elevations visible at the drive aisle and visible from public right-of-way. These elevations should have details such as shutters, wall lanterns, louvers, dormers that shall be incorporated to add interest and richness to the front facades.

The following are a list of architectural characteristics that are proposed for the development:

Single-Family detached:

- Building heights shall not exceed 42 feet in height
- All buildings will be 3-story
- All homes will have at least 3 bedrooms
- All the homes will have eaves
- All homes will have a 2-car rear entry garages and will be a minimum of 19′- 1″ wide x 20′ deep
- Garage doors will be decorative, carriage style doors, and not white in color
- Townhome buildings will be comprised of alternating unit style and unit colors so the same color and style of elevation are not next to each other
- Each unit shall be offset from adjoining unit by 24″.
- Roof-lines are varied between each unit with jogs in buildings, and with a minimum of 6″ of vertical step in the building.

- Units are at least 20′ wide
- Finished Floor Elevations are at least 18″ above sidewalk along its frontage
- Each unit will have a usable porch/stoop of at least 5′x9′
- Each building pad will have at least 6″ of elevation
- Change across the building Finished Floor Elevations via steps in the Units Finished Floor Elevations
- High Visibility Homes shall have wrapped porches, full brick sides, and the extra windows and details as noted.
- All units are taller than they are wide in compliance with City of Murfreesboro Design Guidelines
- HVAC Units will be located at the rear of homes
- Rooflines are varied between units in compliance with City of Murfreesboro Design Guidelines

Single-Family Attached (Townhomes):

- Building heights shall not exceed 42 feet in height
- All buildings will be 3-story
- All homes will have at least 3 bedrooms
- All the homes will have eaves
- All homes will have a 2-car rear entry garages and will be a minimum of 19′- 1″ wide x 20′ deep
- Garage doors will be decorative, carriage style doors, and not white in color
- Townhome buildings will be comprised of alternating unit style and unit colors so the same color and style of elevation are not next to each other
- Each unit shall be offset from adjoining unit by 24″.
- Roof-lines are varied between each unit with jogs in buildings, and with a minimum of 6″ of vertical step in the building.
- Units are at least 20′ wide
- Finished Floor Elevations are at least 18″ above sidewalk along its frontage
- Each unit will have a usable porch/stoop of at least 5′x9′
- Each building pad will have at least 6″ of elevation
- Change across the building FFE via steps in the Units Finished Floor Elevations
- High Visibility Homes shall have wrapped porches, full brick sides, and the extra windows and details as noted.

- ❖ All units are taller than they are wide in compliance with City of Murfreesboro Design Guidelines
- ❖ HVAC Units will be located at the rear of homes
- ❖ Rooflines are varied between units in compliance with City of Murfreesboro Design Guidelines

Phasing:

The plan is divided into two phases, beginning along Wilkinson Pike with 30 townhomes and 18 detached dwellings. The second phase is along Willowoak Trail and has 47 townhomes and 9 detached dwellings.

Phase 1 includes all roadway improvements proposed for this site along Wilkinson Pike. The remaining phase will be market driven and dependent upon the absorption of the units in the previous phase. All amenities and open spaces shall be constructed within the phase they are shown and must be operational prior to the recording of the final section's plat. The centralized mail kiosk for the development must be constructed and operational prior to any homes receiving their certificate of occupancy.

Transportation, Parking and Access:

Wilkinson Pike is a substandard road and, on the City's, Major Transportation Plan to be upgraded to a 3-lane roadway section (MTI # 6). The developer of this project is required to participate with those road improvements in accordance with city polices. Staff requests the applicant provide dimension of Wilkinson Pike right-of-way to determine existing right-of-way is sufficient for street improvements. Staff requested the applicant show the roadway improvements under constructed by Clari Park. In accordance with policy and procedure, the City Engineer will require the turn lane improvements to Wilkinson Pike be designed as a continuous turn lane for proper transitions. The improvements will also require the applicants install proposed storm pipe along Wilkinson (continuation of Clari Park improvements).

Willowoak Trail is to be extended along this property per approved Master Plans and recorded plats. The Willowoak Trail extension is required to be constructed and accepted prior to this development receiving building permits for phase 2. The note on the concept plan states "to be provided by others" however this development may be required to construct the street if it was not constructed by the adjacent developer.

Rear doors were added to the single-family, detached homes and unit numbering to the back of all dwellings to accommodate concerns by Emergency Services personnel regarding unit numbering, first responder access, and circulation.

Exceptions

The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and

open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

Exceptions must be specifically identified and requested in the application for a planned development. The PRD book specifically requests these first 2 exceptions however, staff believes the following exceptions may be requested with a future revision:

1. Requesting "Single-Family Attached" residential and "Single-Family Detached" residential uses be permitted (not currently permissible in underlying MU zoning)
2. To allow the driveways for single-family detached homes to be 22-ft long and accommodate 2 vehicles (Per Zoning Ordinance garages shall be 35-ft deep and accommodate 4 vehicles).
3. To allow the 2-car garage to contribute toward the minimum parking requirements (Per Zoning Ordinance, parking spaces within garages, whether attached to or detached from the principal structure, shall not be considered as required parking spaces)
4. A 3-inch reduction in garage width from 19′-4″ to 19′-1″
5. An exception to the 100-foot Wilkinson Pike Buffer to allow single-family homes within 20-feet of the buffer yard. The remaining 80-feet is proposed to be landscaped area with a minimum 5-ft high berm planted with a mixture of evergreen trees and shrubs, along with canopy and understory trees
6. The Zoning Ordinance requires single-family, attached townhouse developments with more than 75 dwelling units to provide a drive-up external commercial grade garbage compactor. The PRD requests an exception to this standard to allow solid waste to be handles via a private hauler with solid waste carts stored in the garage

Purposes of Planned Develop District:

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures;
2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
3. to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;

4. to encourage the total planning of land tracts consistent with adopted long-range plans;
5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
10. to encourage the revitalization of established commercial centers;
11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
12. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Future Land Use Map

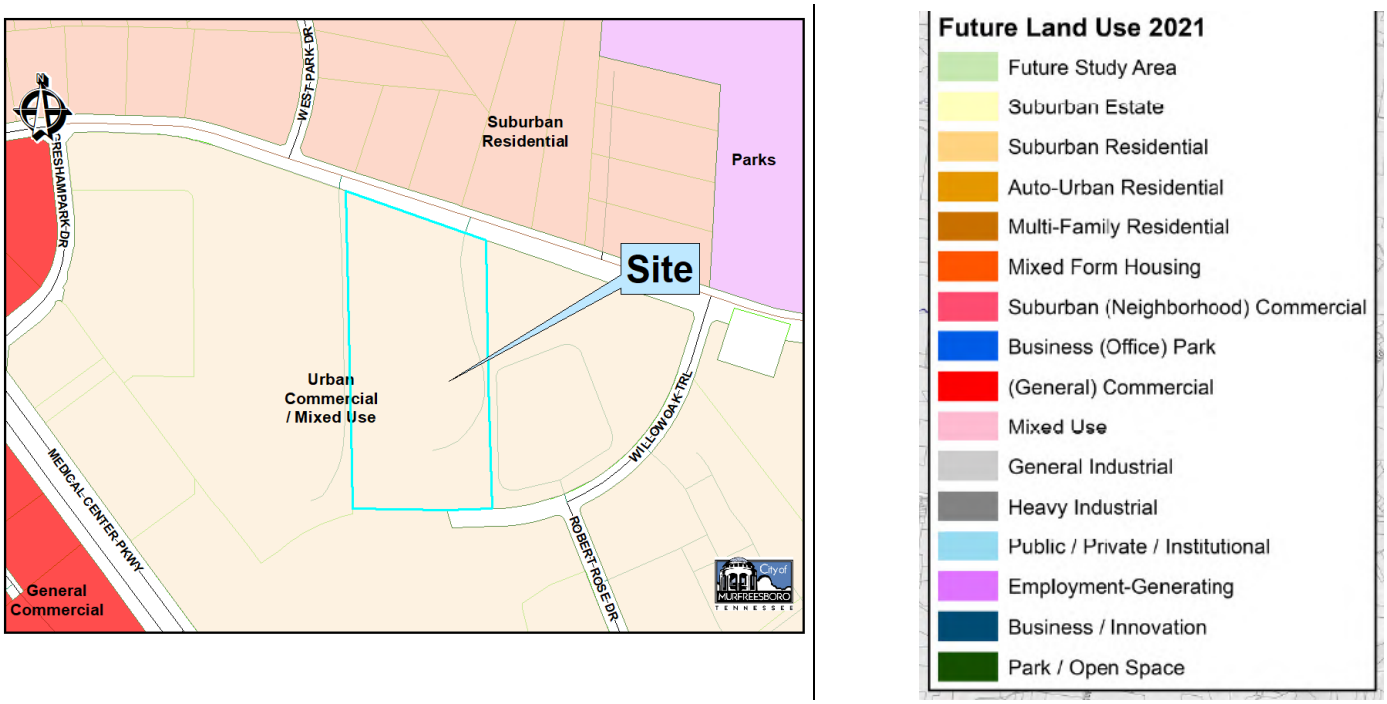
The proposed *Murfreesboro 2035 Future Land Use Map* indicates that Urban Commercial (UC) Mixed Use is most appropriate for the subject property. If the property develops as proposed within the PRD program book, then it will be inconsistent with the UC character.

> This designation provides opportunities for residential mixed with commercial, retail, and office, typically with a vertical element of multiple uses in the same building. Mixed use areas can fit along primary transportation routes, nodes of commerce adjoining key intersections or at transition points between traditional commercial areas and residential neighborhoods. Mixed-Use Centers reserve and provide employments site in the centers with an integrated mix of commercial, retail, office and residential. Mixed-Use centers have a greater concentration of housing types; the highest density is sited closest to transit stops, shopping and services, and places of employment. Mixed-Use Centers are to be master planned.
>
> Murfreesboro's Downtown typifies what is envisioned for the density and intensity of development within the Mixed-Use land use classification. The Downtown

retains the historic fabric and design of a traditional mixed-use, central business district. This urban environment is characterized by taller, larger buildings that occupy most if not all the site and are set at the street edge with parking largely on-street and in structures, with reduced common surface parking lots. The North Highland and Historic Bottoms Area Plans are located within the Central Core Overlay District and establish appropriate future land use patterns within the downtown area and shall be utilized to shape land use policies and proposed development within the City Core Overlay areas.

Mixed use areas shall be designed for pedestrians and connectivity to surrounding neighborhoods and places of commerce. Sidewalks are wider and pedestrian uses emphasized rather than automobile use, and buildings should be designed to fit well into the surrounding context. Mixed use areas are Master Planned to establish land use and design elements. Streets are scaled to address multiple forms of access, such as pedestrians, bicycles, and motor vehicles

Proposed Future Land Use Map



Future Land Use Map transition policy:

The proposed amendment to the Future Land Use Map proposes a new general policy to allow for flexibility related to transitions between designated areas on the *Future Land Use Map*. The purpose of the transition policy is to give flexibility within or between property lines to allow land use policy to be shaped relative to a site's context as well as its designated property boundary. These same considerations could be used to support site specific changes to the Future Land Use Map. Some examples of where transitions or changes might occur include:

1. Land use boundaries at collector and arterial street intersections may support multiple land use options across street rights of way.
2. More than one type of land use category may be suggested to occur within property boundaries, especially on large parcels.
3. More than one property has been consolidated into a proposed land development.
4. Unique geographical, environmental or infrastructure conditions shape development opportunities differently than property line configurations
5. Current land development patterns support the expansion or contraction of a specific land use boundary or a land use change.
6. Benefits the City by providing an opportunity to improve upon existing public services or general infrastructure needs.
7. Adjustments to the Future Land Use Map should generally consider possible improvements to quality-of-life issues, unique development opportunities and or job creations that can improve economic opportunities in the city.

Reasons to allow for transition flexibility between land use or changes to the Future Land Use Map are not limited to these examples. Each proposed transition or change should be evaluated.

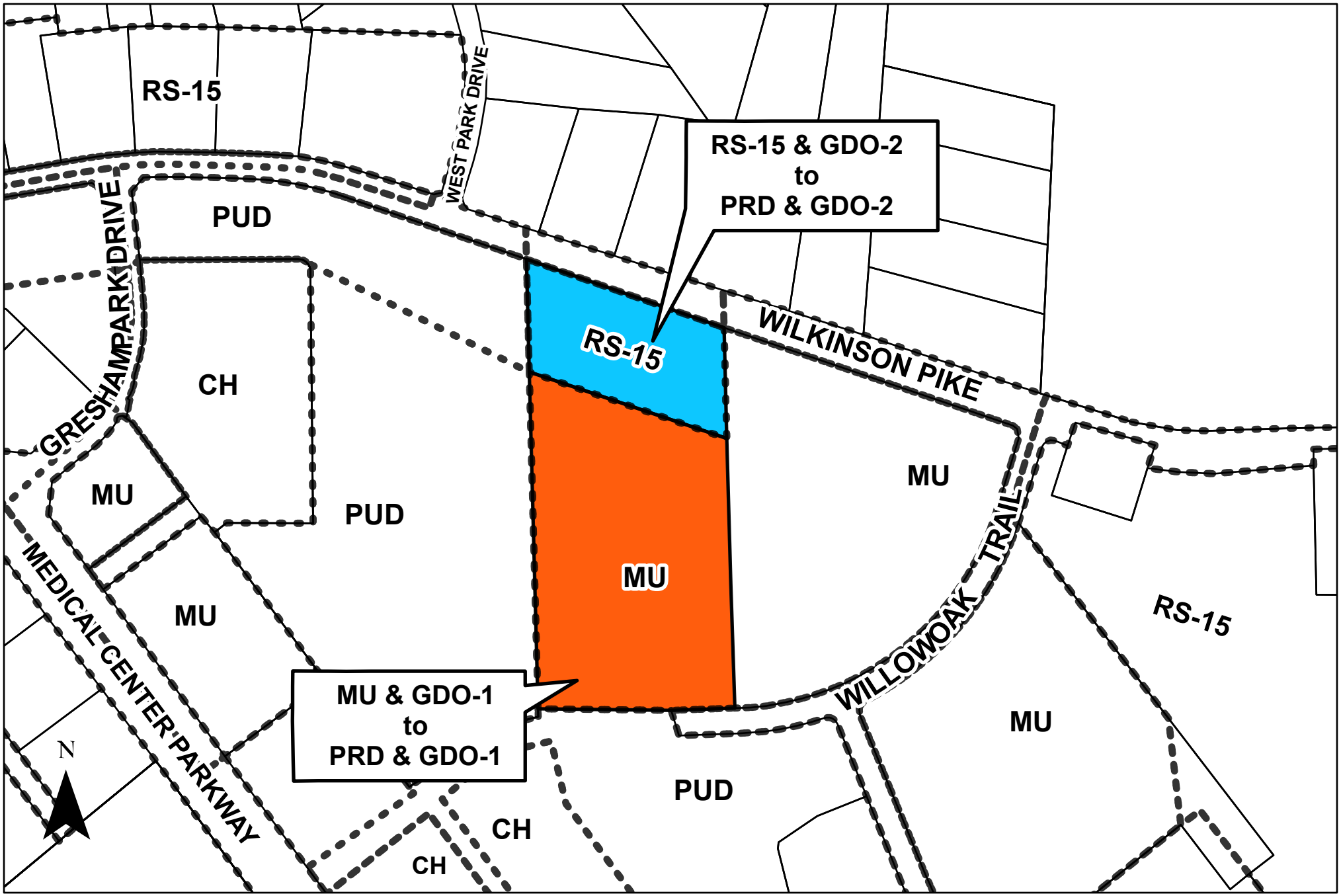
Recommendation:

Staff requests the Planning Commission consider the following items in its review of this request:

1. The proposed development type of townhomes and single-family is inconsistent with the Future Land Use Map's Development Type, Character and Uses. The Planning Commission should review items 5 and 7 of the transition policy to determine if they are applicable and merit a change to the proposed Future Land Use Map.

2. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PRD.

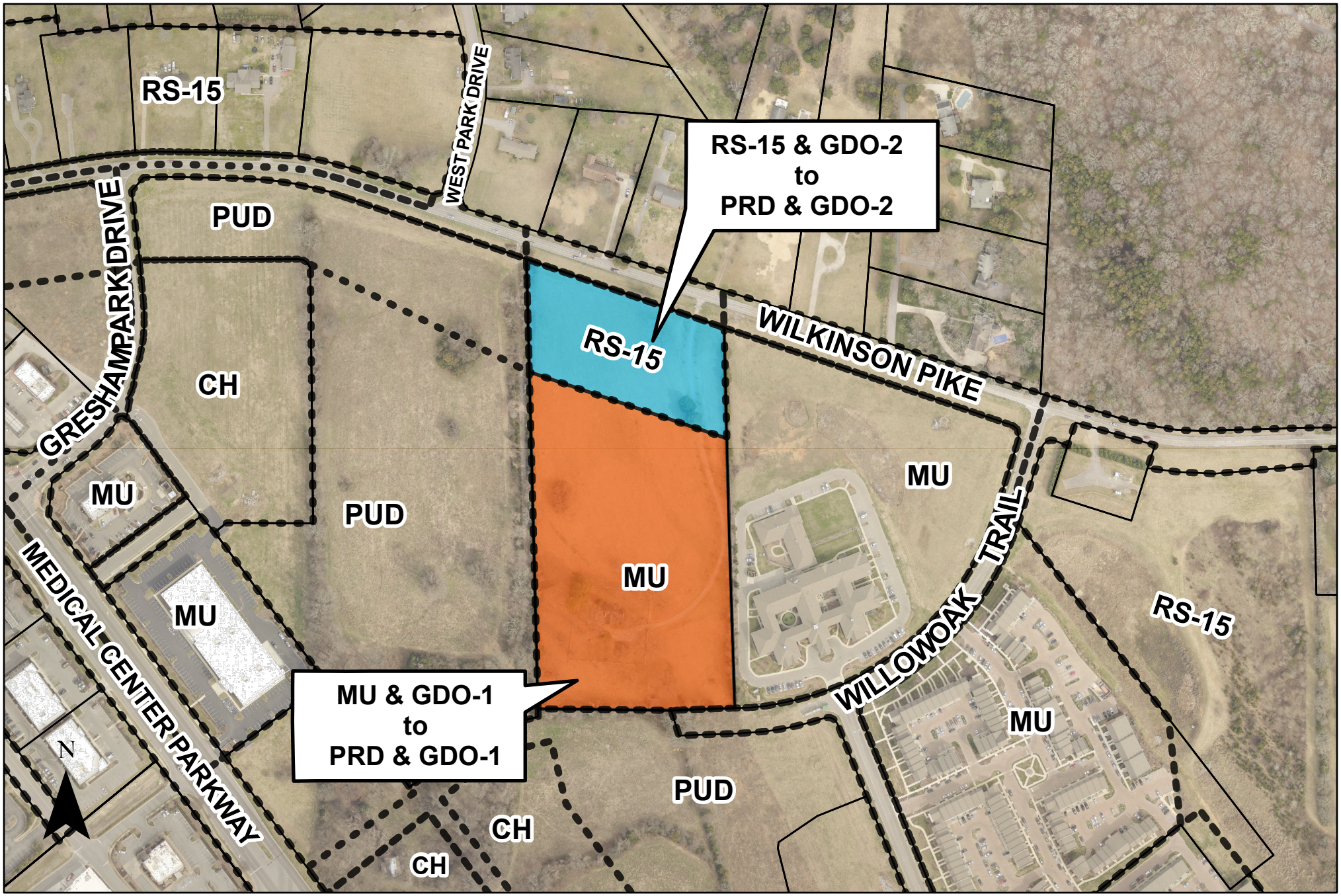
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing prior to forwarding a recommendation to the City Council.



Rezoning request for property along Wilkinson Pike
RS-10 & GDO-2 to PRD & GDO-2 and
MU & GDO-1 to PRD & GDO-1 (Toll Brothers at the Gateway Center PRD)

0 215 430 860 1,290
US Feet

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



Rezoning request for property along Wilkinson Pike
RS-10 & GDO-2 to PRD & GDO-2 and
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0 215 430 860 1,290
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Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

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

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: Toll Brothers c/o Jordan Hartigan

Address: 3401 Mallory Lane, Ste 100 City/State/Zip: Franklin, TN 37067

Phone: 6155589911 E-mail address: JHartigan@tollbrothers.com

PROPERTY OWNER: Beulah Hale

Street Address or property description: 2655 Wilkinson Pike

and/or Tax map #: 79 Group: Parcel (s): 93 01

Existing zoning classification: RS-15 & MU

Proposed zoning classification: P RD Acreage: 10 8

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: mtaylor@sec-civi lcom

APPLICANT'S SIGNATURE (required):

DATE: 5/12/2022

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

Date received: 5-12-22 **MPC YR.:** 2022 **MPC #:** 413

Amount paid: $950.00 **Receipt #:**

Revised 7/20/2018

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING
LANDSCAPE ARCHITECTURE

850 Middle Tennessee Blvd · Murfreesboro, TN 37129 · 615-890-7901 · www.sec-civil.com · Fax 615-895-2567

July 27, 2022

Margaret Ann Green
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: 19120 Toll Brothers PRD Submittal for City Council Public Hearing.
PRD Booklet Summary Of Changes
SEC Project No. 19120

Dear Margaret Ann,

Revisions per the Planning Commission meeting have been outlined below.

Staff Comments

Development Services – Planning
Margaret Ann Green, 615.893.6441, mgreen@murfreesborotn.gov

Cover Page –

Updated Submittal Date information

Page 7 –

Revised master plan for consistency of "High Visibility Markers"
Revised master plan to add additional "High Visibility Townhomes" along Clair Park.

Page 9 –

Removed "High Visibility Markers"

Page 10 –

Added notation regarding Townhome High Visibility Elevations in the architectural characteristics list.
Revised plan for consistency of "High Visibility Markers"
Revised plan to add additional "High Visibility Townhomes" along Clair Park.

Page 11 – Pages 12 **Added enlargement of Townhome High Visibility Side Elevation**

Revised plan for consistency of "High Visibility Markers"

Revised plan to add additional "High Visibility Townhomes" along Clair Park.

Page 17

Added graphic highlighting the guest/amenity parking throughout the development

Page 21

Added the following exception request

"Requesting an exception to utilize private cart hauler in lieu of trash compactor."

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,

Matt Taylor

Matt Taylor, P.E.

SEC, Inc.

TOLL BROTHERS AT THE GATEWAY CENTER

A REQUEST FOR REZONING FROM SINGLE-FAMILY RESIDENTIAL (RS-15) & MIXED USE (MU) TO A PLANNED RESIDENTIAL DEVELOPMENT (PRD)

Murfreesboro, Tennessee

Initial Submittal
May 12, 2022

Resubmitted
July 6, 2022 for the July 13, 2022
Planning Commission Public Hearing

Resubmitted
August 19, 2022 for the September 1, 2022
City Council Public Hearing



SEC, Inc.
SEC Project #19120

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

ktgy
Architecture+Planning

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SEC, Inc.

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

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

Company Name: Toll Brothers
Profession: Builder/Developer
Attn: Jordan Hartigan
Phone: (615) 558-9911
Email: JHARTIGAN@tollbrothers.com
Web: www. tollbrothers.com

3401 Mallory Lane, Suite 100
Franklin, Tennessee 37067

ktgy
Architecture+Planning

Company Name: KTGY Architecture
Profession: Architect
Attn: Bindiya Agarwal
Phone: (888) 456-5849
Email: BAgarwal@ktgy.com
Web: www.ktgy.com

8609 Westwood Center Drive Suite #600
Tysons, Virginia 22182

TABLE OF CONTENTS 02
PROJECT SYNOPSIS & ZONING MAP 03
SUBDIVISION MAP & MAJOR THOROUGHFARE PLAN 04
UTILITY MAP & HYDROLOGY AND TOPOGRAPHY 05
ON-SITE & OFF-SITE PHOTOGRAPHY 06
CONCEPTUAL SITE AND LANDSCAPE PLAN 07
DEVELOPMENT STANDARDS 08
CONCEPTUAL PHASING PLAN 09
ARCHITECTURAL CHARACTERISTICS 10-13
INGRESS AND EGRESS 14
AMENITY EXAMPLES 15-17
LANDSCAPE STANDARDS 18-19
ARTICEL 13 AND SUMMARY OF EXCEPTIONS 20-21

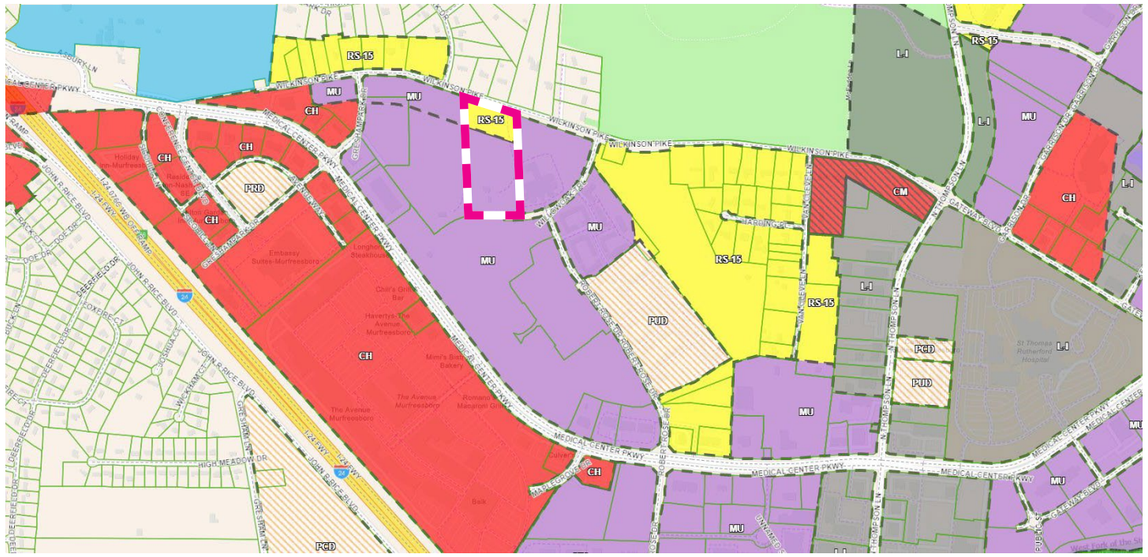
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AERIAL PHOTOGRAPH

Not To Scale

- Wilkinson Pike
- Interstate 24
- Medical Center Parkway
- Willowoak Trail
- Robert Rose Drive
- Site Boundary



ZONING MAP

Not To Scale

- RS-15 Residential Single-Family (RS-15)
- MU Mixed Use (MU)
- CH Commercial Highway (CH)
- CM Commercial Medical (CM)
- L-I Light Industrial (L-I)
- PUD Planned Unit Development (PUD)
- PRD Planned Residential Development (PRD)
- PCD Planned Commercial Development (PCD)
- RM Medium Density Residential (RM) Rutherford County
- AR Agricultural (AR) Rutherford County
- Site Boundary

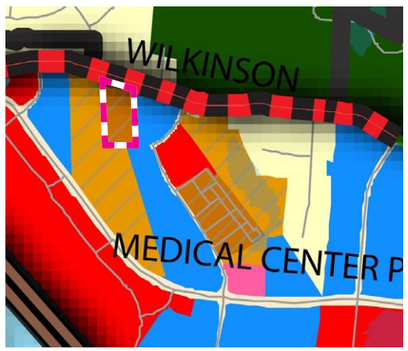
Toll Brothers respectfully requests rezoning of the Hale Property at 2655 Wilkinson Pike from Single-Family Residential (RS-15), Mixed Use (MU), GDO-1, GD)-2, and the Wilkinson Bike Buffer to Planned Residential Development (PRD) to create Toll Brothers at the Gateway Center. The property is located along the southern side of Wilkinson Pike and north of the Willowoak Trail roadway stub. The site is identified as Parcel 93.01 of Tax Map 79, and is approximately 10.77 acres.

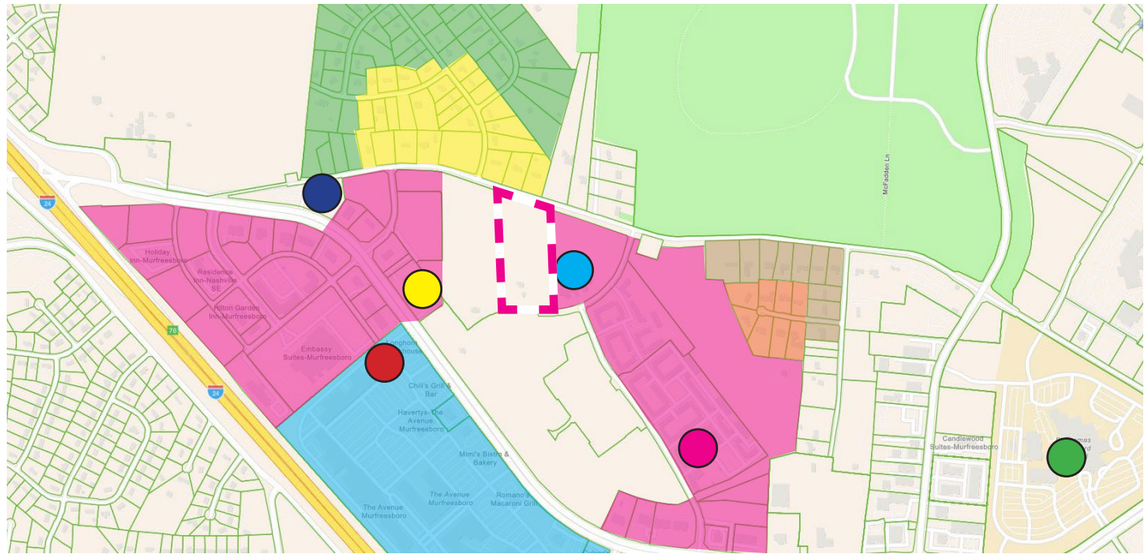
The request for rezoning to PRD is to create Toll Brothers at the Gateway Center. The development will consist of 77 single-family attached homes and 27 single-family detached homes on 10.77 acres, for a density of 9.66 dwelling units per acre. All homes will be for sale at a market rate. The proposed single-family attached homes will range in size from approximately 1,800 sf. to 2,050+ sf., and the single-family detached homes will range in size from approximately 2,300 sf. to 2,600+ sf. All single-family attached homes will have a minimum of 3 bedrooms, and all single-family detached homes will have a minimum of 3 bedrooms with options for additional bedrooms. All single-family attached homes shall have a minimum two-car rear entry garage, and all single-family detached homes shall have a minimum two-car rear entry garage. The home elevations will be constructed of masonry materials to add quality and character to the community. Each home will have foundation landscaping and sodded yards. Decorative street lights will be provided along all streets to add character and continuity to the neighborhood. The Wilkinson Pike entrance shall have development signage on both sides of the entrance, and the Willowoak Trail entrance shall have development signage on one side of the entrance. The H.O.A. will maintain the common areas.

The surrounding area consists of a mixture of zoning types and uses. The land to the north across Wilkinson Pike is zoned Medium Density Residential (RM) in Rutherford County. The land to the east, south, and west of the site is zoned for Mixed Use Development (MU) in the City of Murfreesboro.

MURFREESBORO 2035 LAND USE PLAN

The Murfreesboro 2035 Plan recommends this property for Multi-Family land use. The proposed development falls within the recommended density limitation of 19.93 dwelling units per acre. The proposed land use recommends attached and multi-family housing with limited open space, ample parking, and buildings/parking lots oriented inward towards a recreational/social amenity area. The proposed PRD closely follows this land use character and design by keeping single-family detached homes on the exterior, and the single-family attached homes oriented to frame the centralized amenity space.



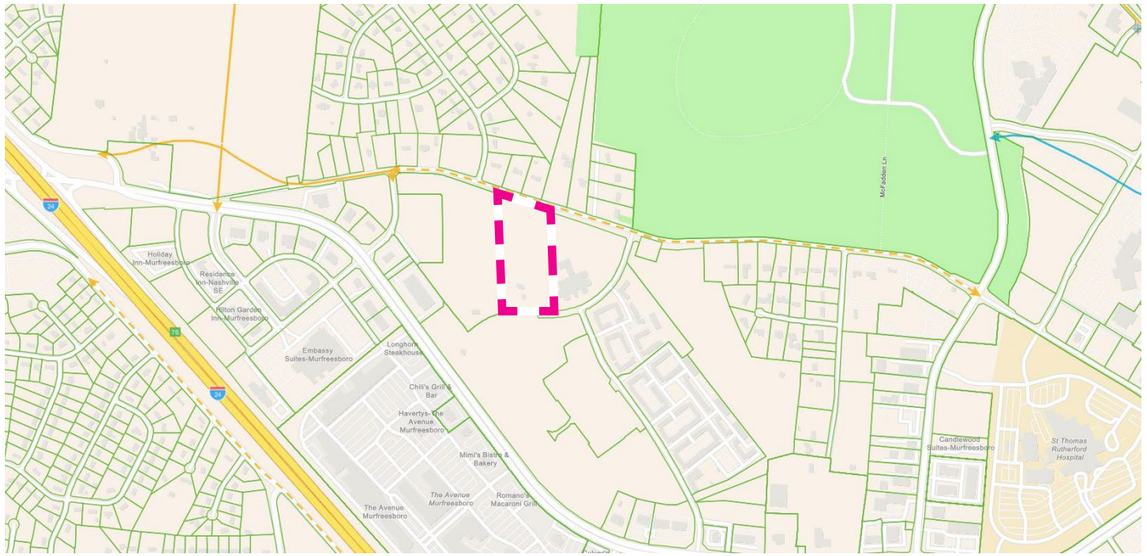


SUBDIVISION MAP

Not To Scale

- The Avenue
- North Church LLC
- West Park Estates
- Manson Retreat
- Kay Glaze
- Harding Home
- The Villages of Murfreesboro
- LC Murfreesboro
- Rooms 2 Go
- Best Buy
- Trustpoint Hospital
- Rutherford County Chamber of Commerce
- Site Boundary

Toll Brothers at the Gateway Center is surrounded by a mixture of residential subdivisions, and agricultural properties with commercial properties located to the west and south. The Villages of Murfreesboro is a senior living facility located directly east of this development. The Villages of Murfreesboro is a two-story assisted living facility constructed of primarily masonry materials with varying colors and architectural accents. LC Murfreesboro is an apartment complex located to the southeast of this development. LC Murfreesboro is comprised of three-story apartment buildings with parking lots located at the rears of buildings. The buildings in this development are primarily brick on all facades. This development has four points of ingress/egress, all along Robert Rose Drive. West Park Estates is a residential subdivision to the north of this site across Wilkinson Pike. This development consists of one and two-story single family detached homes with side entry garages. The elevations of these homes are primarily masonry materials with brick being the predominant material. This development has one point of ingress/egress connecting to Wilkinson Pike, with a secondary point connecting to Manson Retreat to the north.



MAJOR THOROUGHFARE PLAN

Not To Scale

COMMITTED

- 3 LANE ROADWAY

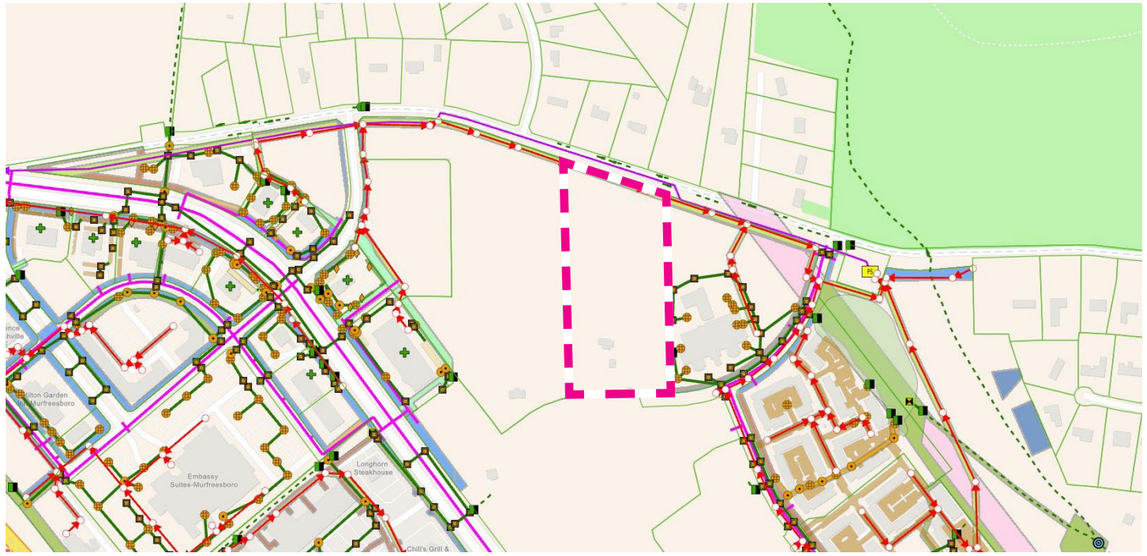
RECOMMENDED

- 3 LANE ROADWAY
- 5 LANE ROADWAY

Site Boundary

The property has/will have access to the existing public rights-of-way of Wilkinson Pike through one entrance and Willowoak Trail through one entrance. Wilkinson Pike is on the City of Murfreesboro Major Thoroughfare Plan and is slated to be improved to a three-lane roadway. It is currently built as a two-lane roadway without curbs and gutter or sidewalks on either side of the roadway.

This development will be providing a dedicated left-turn lane along Wilkinson Pike for traffic entering the site. This turn lane will serve as the developments contributions to the future expansion of Wilkinson Pike.



UTILITY MAP

Not To Scale

WATER

SEWER

STORMWATER

ELECTRIC

Site Boundary

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

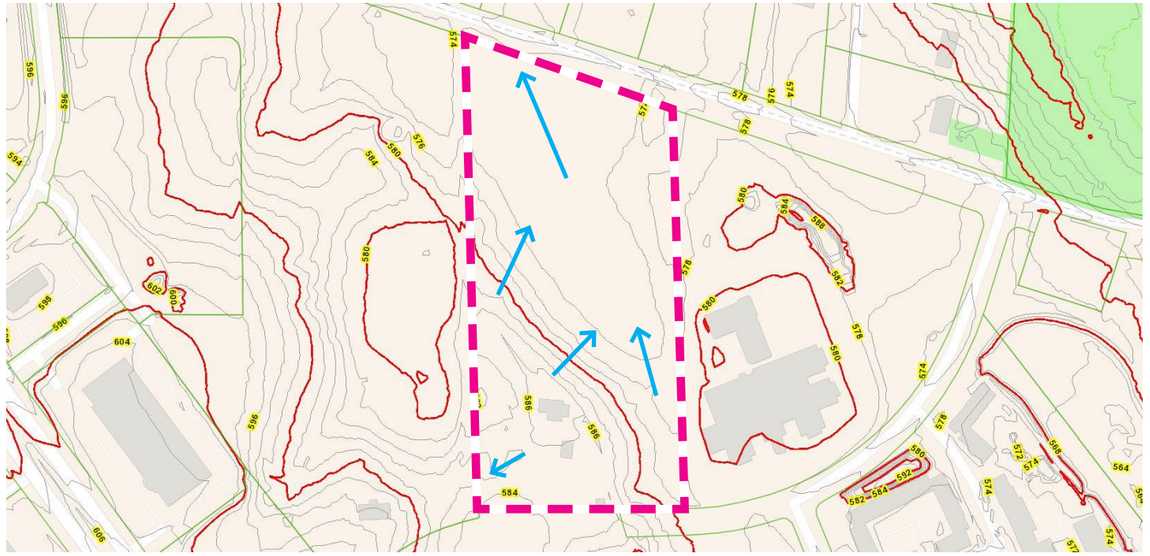
Water service will be provided by the Consolidated Utility District. There are existing water lines within the R.O.W. of Wilkinson Pike and Willowoak Trail for service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

City of MURFREESBORO TENNESSEE WATER RESOURCES

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department . Sanitary sewer service can connect to an existing 8" PVC gravity sewer line within the R.O.W. of Wilkinson Pike as well as an 8" PVC stub within the R.O.W. of Willowoak Trail. Re-purified water will be utilized for irrigation and is located along Willow Oak Trail. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.

mte Middle Tennessee Electric

Electric service will be provided by Middle Tennessee Electric. Service will be extended from Wilkinson Pike and Willowoak Trail. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

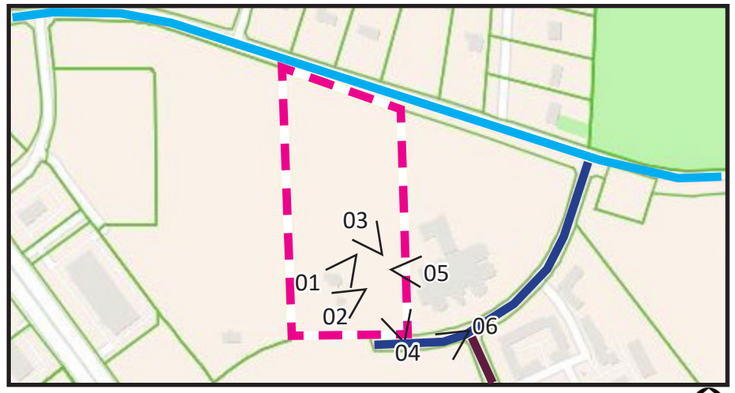
INTERMEDIATE CONTOURS

INDEX CONTOURS

Site Boundary

The topographic map above shows the site's topographic high point generally at the southern perimeter of the property. From this high point, the property drains towards the northeast. Stormwater that drains to the northeast flows into an existing drainage ditch along Wilkinson Pike before ultimately ending up in the West Fork of the Stones River to the north.

No portions of this property are within any floodways or floodplains per FEMA Flood Panel 47149C0255H eff. 1/4/2007.



Wilkinson Pike

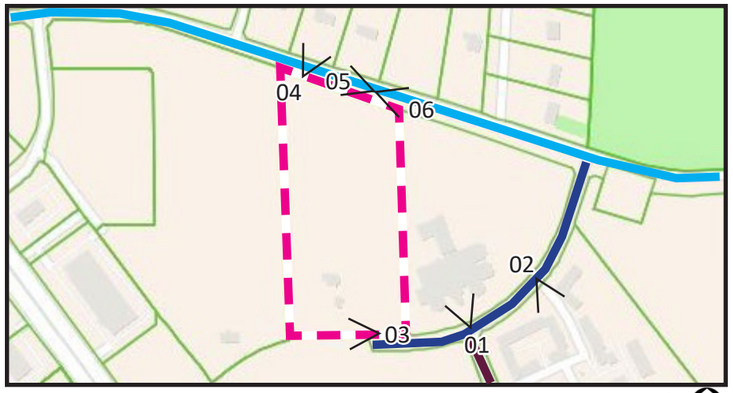
Willowoak Trail

Robert Rose Drive

Site

PHOTO DIRECTION MAP

Not To Scale



Wilkinson Pike

Willowoak Trail

Robert Rose Drive

Site

PHOTO DIRECTION MAP

Not To Scale



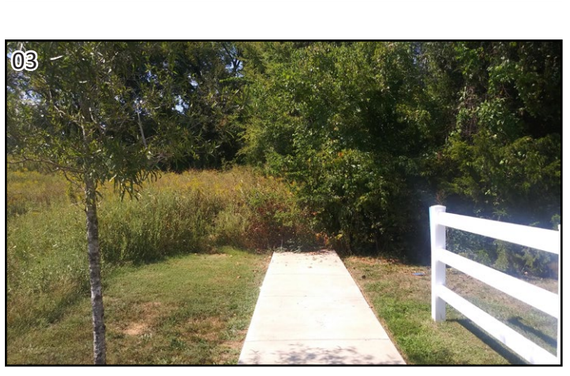
























SITE DATA:

Total Land Area:	±10.77 Acres
Total Single-Family Attached Units:	77 Units
Total Single-Family Detached Units:	27 Units
Total Number of Units:	104 Units
Density: 104 Units/10.77 Acres =	±9.66 Units/Acre
Required Open Space:	±2.15 Acres (20%)
Provided Open Space:	±2.58 Acres (24%)
Required Formal Open Space:	±0.54 Acres (5%)
Provided Formal Open Space:	±0.54 Acres (5%)
Length of New Roadway:	±4,450 Linear Feet

Required Parking

(27) Detached Homes x 4 Spaces/Unit =	108 Spaces
(77) Attached Homes x 3.3 Spaces/Unit =	254 Spaces
Total Parking Required =	362 Spaces

Provided Parking

SF Detached Garage Spaces =	54 Spaces
SF Detached Driveway Spaces =	54 Spaces
SF Attached Garage Spaces =	154 Spaces
SF Attached Driveway Spaces =	154 Spaces
Guest Parking Spaces =	65 Spaces
Total Parking Provided =	481 Spaces

- Single-Family Attached Homes
- Single-Family Detached Homes
- Open Space
- Roadway
- Sidewalks/Driveways
- High Visibility Homes
- High Visibility Homes (Facing Clari Park)

SEC, Inc.

SEC Project #19120 Murfreesboro, Tennessee

-120' 0' 120' 240'

Overall Development Standards:

- Entrances off of Wilkinson Pike and Willowoak Trial will have signage constructed on masonry materials and anchored by landscaping and lighting. Signs shall be no more than 8-feet tall and no more than 40 sqft in signage area per the Murfreesboro sign ordinance.
- A landscaped berm shall be provided along Wilkinson Pike to provide additional screening from the R.O.W. (See detail on Page 17)
- Builders shall install sod and landscaping along all front and sides. See page plan enlargement on page 17 for example of typical plantings
- All above ground utilities and mechanical equipment (i.e. HVAC and transformers) to be screened via landscape or fencing
- All on-site utilities will be underground
- Solid waste will be handled via a private hauler and carts will be kept in the garage
- Garages shall be restricted to vehicular parking only, the use of garage space for storage will be prohibited.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All stormwater on site shall be handled via an underground detention system.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by the H.O.A. Board per the By-Laws
- HOA will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.
- All parking areas will be private and maintained by the H.O.A.
- All streets will be private roadways and alleys
- Alleys shall conform to Murfreesboro Street Design Standards in width and thickness
- Sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via a centralized Mail Kiosk
- Decorative street lights will be coordinated with MTE, and will meet MTE's standards for management by MTE
- Alley lighting shall be attached to the outside of homes and controlled via a photocell, not owner controlled, and shall be maintained by the H.O.A
- The development shall not be gated
- Single-family attached and detached homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached and detached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Decorate street lighting will be utilized within the neighborhood and final locations will be determined with a photometric plan at the site plan phase

Single-Family Attached Development Standards:

- 77 single-family attached homes with 3 or more bedrooms
- The units will be a minimum of 1,800 feet of living area
- Each unit will be for purchase and sold via a H.P.R.
- Each single-family attached home shall provide at least 2 parking space per home (outside of the garage)
- Each home will have a driveway wide enough for 2 vehicles, and have a minimum width of 18-feet and a depth of 22-feet
- HVAC units will be located at the rear of each residence

Single-Family Detached Development Standards:

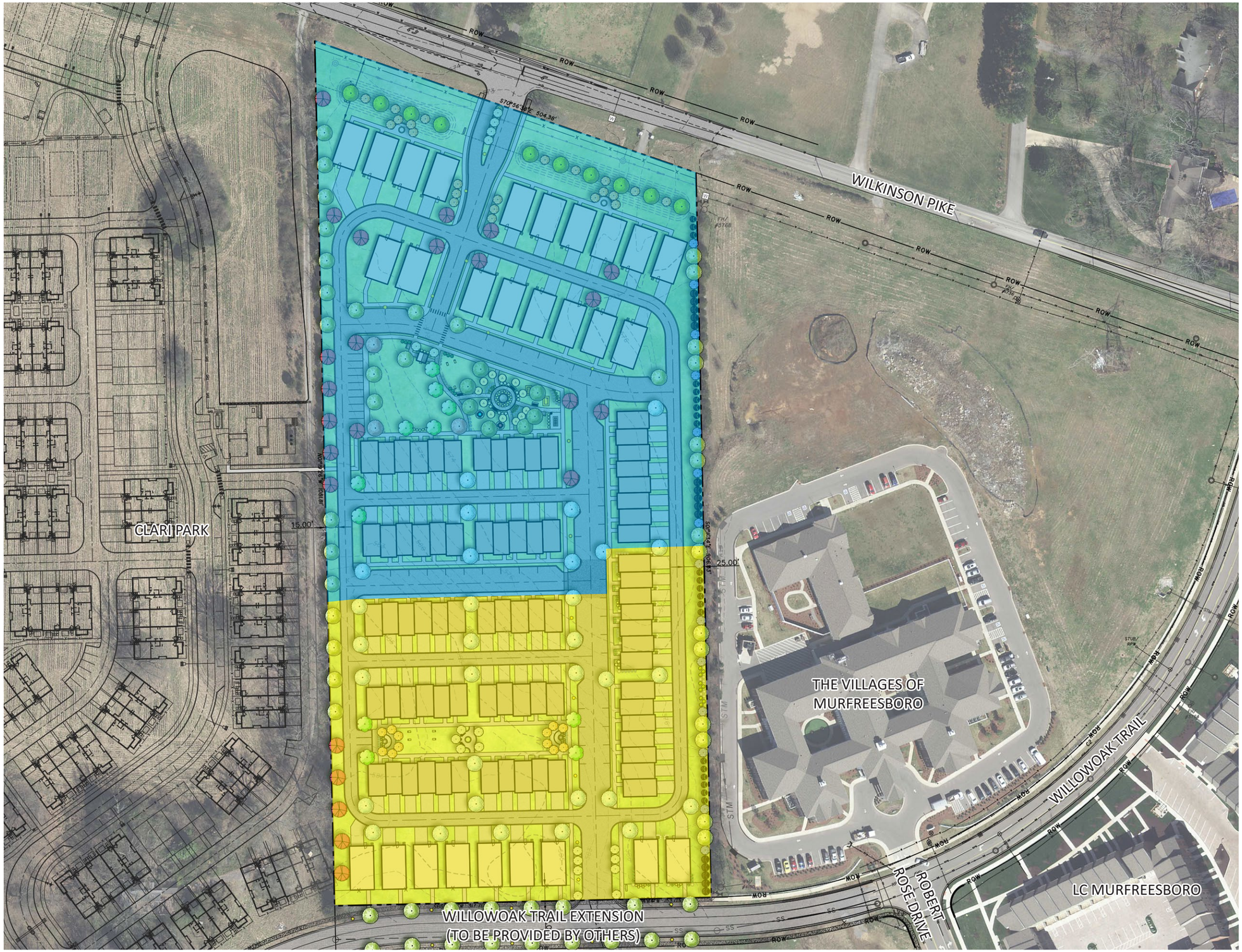
- 27 single-family detached homes with 3 or more bedrooms
- The units will be a minimum of 2,300 feet of living area
- Each unit will be for purchase and sold via a H.P.R.
- Each single-family detached home shall provide at least 2 parking space per home (outside of the garage)
- Each home will have a driveway wide enough for 2 vehicles, and have a minimum width of 18-feet and a depth of 22-feet
- HVAC units will be located at the rear of each residence



EXAMPLE OF ENTRANCE SIGN


EXAMPLE OF DECORATIVE LIGHTING


EXAMPLE OF CENTRALIZED MAIL KIOSK



PHASES	SFD UNITS	SFA UNITS	ACRES
PHASE 1	18	30	6.48
PHASE 2	9	47	4.29
TOTAL	27	77	10.77

Phase 1

Phase 2

- The project is anticipated to be built in 2 phases.
- Construction of Phase 1 is anticipated to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 will include all roadway improvements proposed for this site along Wilkinson Pike.
- The remaining phase will be market driven and dependent upon the absorption of the units in the previous phase.
- All amenities and open spaces shall be constructed within the phase they are shown and must be operational prior to the recording of the final section's plat.
- The centralized mail kiosk for the development must be constructed and operational prior to any homes receiving their certificate of occupancy.
- Streetscape improvements along Wilkinson pike will be coordinated with City Staff and will either be installed or a fee in-lieu of construction based on city engineer.
- Streetscape improvements along Willowoak Trail will be constructed with Phase 2 of this project.
- Willowoak Trail must be constructed prior to the homes along that roadway being platted.

SEC, Inc.

SEC Project #19120 Murfreesboro, Tennessee

-120' 0' 120' 240'

Single-Family Attached Architectural Characteristics:

- Building heights shall not exceed 42 feet in height
- All buildings will be 3-story
- All homes will have at least 3 bedrooms
- All the homes will have eaves
- All homes will have a 2-car rear entry garages and will be a minimum of 19'- 1" wide x 20' deep
- Garage doors will be decorative, carriage style doors, and not white in color
- Townhome buildings will be comprised of alternating unit style and unit colors so the same color and style of elevation are not next to each other
- Each unit shall be offset from adjoining unit by 24".
- Roof-lines are varied between each unit with jogs in buildings, and with a minimum of 6" of vertical step in the building.
- Units are at least 20'wide
- FFEs are at least 18" above sidewalk along its frontage
- Each unit will have a usable porch/stoop of at least 5'x9'
- Each building pad will have at least 6" of elevation
- Change across the building FFE via steps in the Units FFE's
- High Visibility Homes facing interal private streets shall have wrapped porches, full brick sides, and the extra windows and details as noted.
- High Visibility Homes facing Clari Park shall have full brick sides, and the extra windows and details as noted.
- All units are taller than they are wide in compliance with City of Murfreesboro Design Guidelines
- HVAC Units will be located at the rear of homes
- Rooflines are varied between units in compliance with City of Murfreesboro Design Guidelines

Building Materials:

Front Elevations:	Brick with cement board allowed in Dormers and Projections - Metal will be used for Juliet Balconies
Side Elevations:	Brick and Cement Board
Rear Elevations:	Brick and Cement Board. Optinal cantilevered rear decks will be of wood
All Elevations:	Vinyl Only Permitted in Trim & Soffit Areas



Setbacks External to the Site

*All single-family attached homes shall be setback at least 30-feet from all external property lines.



Setbacks Internal to the Site

Garage to Back of Curb:	22-feet
Side Between Buildings:	15-feet
Side to Back of Curb/Sidewalk:	10-feet
Front to Back of Sidewalk:	5-feet



High Visibility Homes

High Visibility Homes (Facing Clari Park)







Example of Brick
(different colors will be allowed, including painted brick)



Example of Fiber Cement Board
(different colors will be allowed)



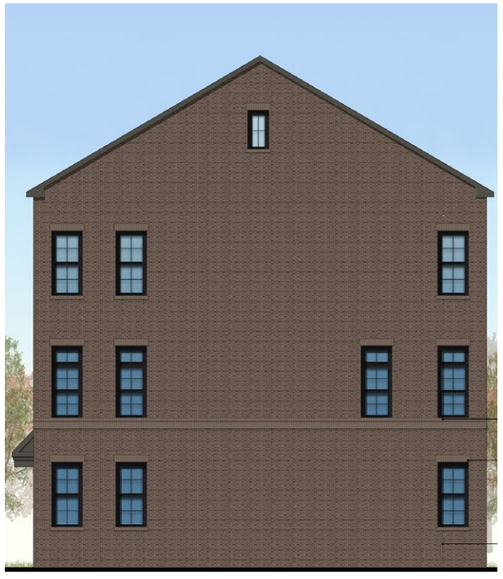
Example of Board and Batten
(different colors, cuts, patterns will be allowed)



Example of Stone Veneer
(different colors, cuts, patterns will be allowed)



EXAMPLE OF HIGH VISIBILITY SIDE ELEVATION FACING PROPOSED INTERANL PRIVATE STREET



EXAMPLE OF HIGH-VISIBILITY SIDE ELEVATION FACING PROPOSED INTERNAL ALLEY AND CLARI-PARK



EXAMPLE OF STANDARD INTERNAL SIDE ELEVATION

*Architecture shown is conceptual and only meant to convey the general appearance and character of the neighborhood. Final architecture shall be provided at site plan level.

Single-Family Detached Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 2-story
- All homes will have at least 3 bedrooms
- All the homes will have eaves
- All homes will have a 2 car rear entry garage
- Garage doors will be decorative, carriage style doors, and not white in color
- Homes will be comprised of alternating unit style and unit colors so the same color and style of elevation are not next to each other
- High Visibility Homes shall have wrapped porches, full brick sides, extra windows and detailing to create extra interest in the elevations
- HVAC Units will be located at the rear of homes



Example of Brick
(different colors will be allowed, including painted brick)



Example of Fiber Cement Board
(different colors will be allowed)



Example of Board and Batten
(different colors, cuts, patterns will be allowed)



Example of Stone Veneer
(different colors, cuts, patterns will be allowed)

Building Materials:

Front Elevations:	Brick with cement board allowed in Dormers and Projections
Side Elevations:	Brick and Cement Board
Rear Elevations:	Brick and Cement Board. Porch will be of wood
All Elevations:	Vinyl Only Permitted in Trim & Soffit Areas

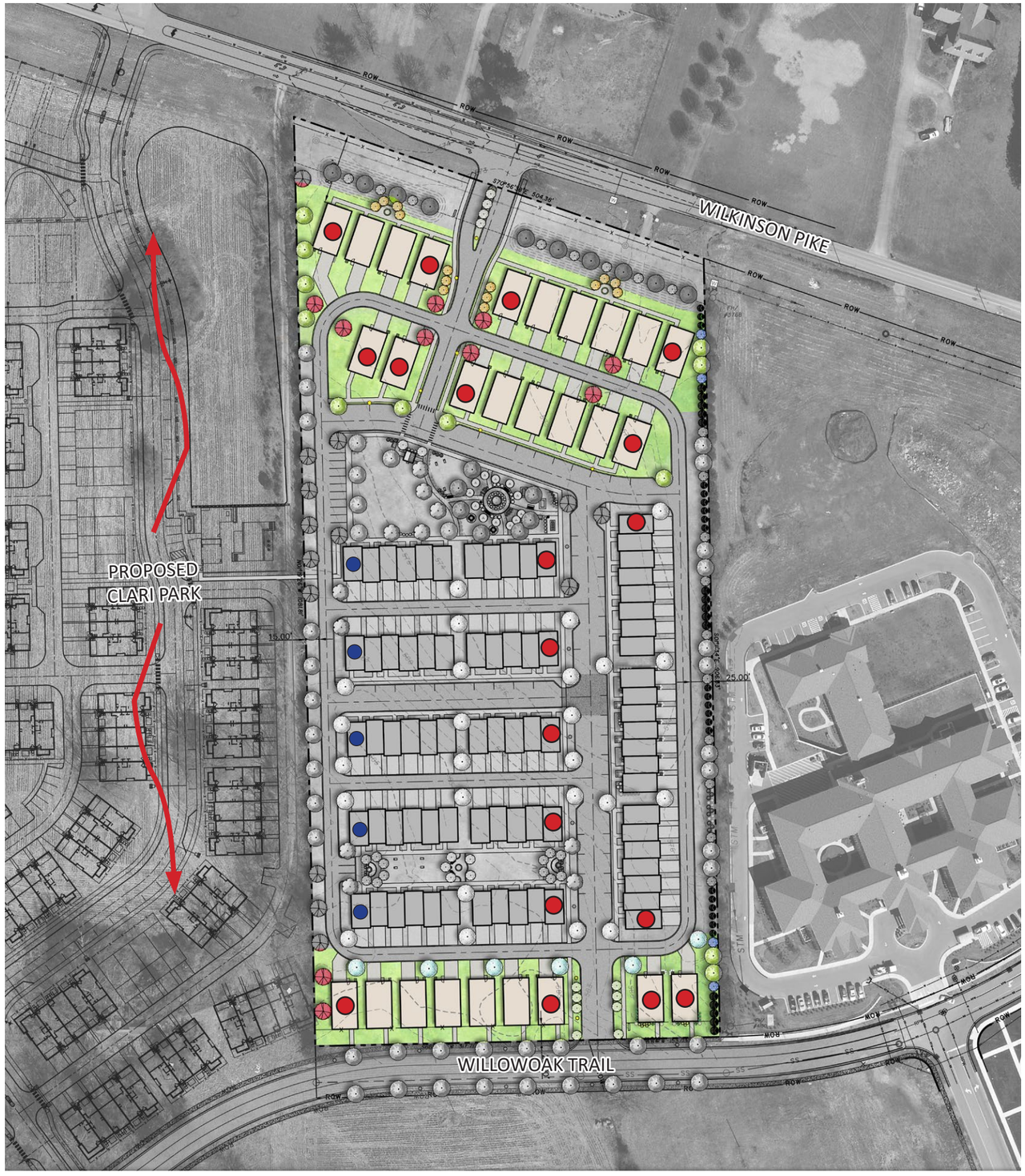


Setbacks External to the Site
*All single-family detached homes shall be setback at least 10-feet from all external property lines.



Setbacks Internal to the Site

Garage to Back of Curb:	22-feet
Side Between Buildings:	10-feet
Side to Back of Curb/Sidewalk:	5-feet
Front to Back of Sidewalk:	5-feet



High Visibility Homes

High Visibility Homes (Facing Clari Park)

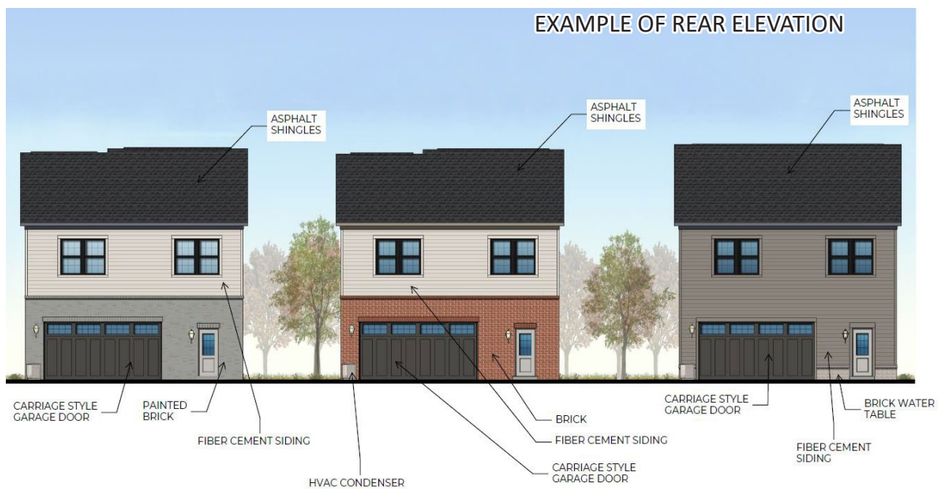
EXAMPLE OF FRONT ELEVATION



EXAMPLE OF STANDARD SIDE ELEVATION



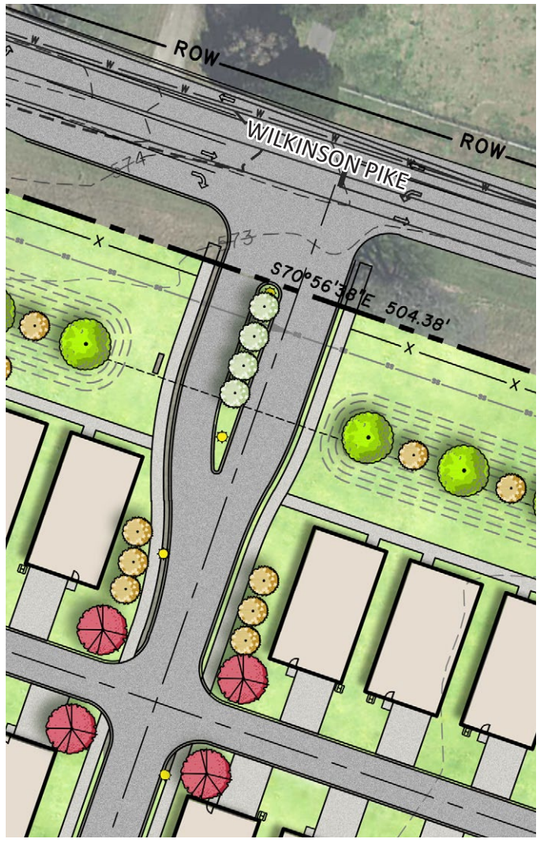
EXAMPLE OF REAR ELEVATION



EXAMPLE OF HIGH VISIBILITY SIDE ELEVATION



*Architecture shown is conceptual and only meant to convey the general appearance and character of the neighborhood. Final architecture shall be provided at site plan level.



Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), Wilkinson Pike is slated to be expanded to a 3-lane roadway. Wilkinson Pike is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 2 lane cross-section without curb and gutter or sidewalks on both sides of the roadway.

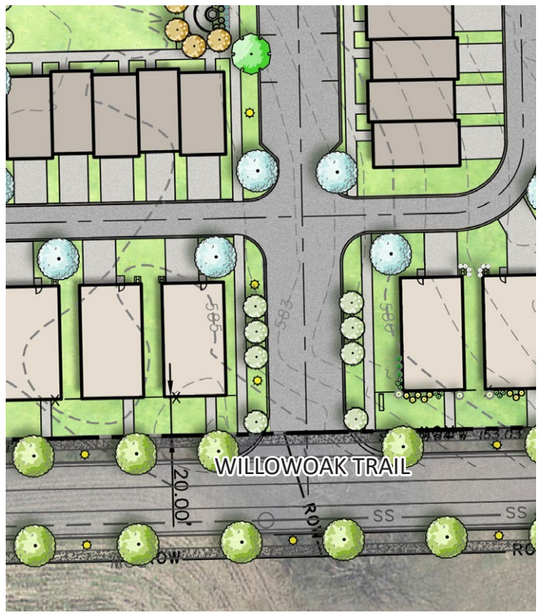
As stated above, the primary means of ingress/egress from this site will be onto Wilkinson Pike. The entrance is proposed to incorporate three travel lanes for proper circulation into and out of the development onto Wilkinson Pike. There will be a dedicated left and right out of the neighborhood, as well as single lane for traffic entering the development. The master plan has included a secondary means of ingress/egress from the development onto Willowoak Trail. This connection will be provided once Willowoak Trail has been extended along the development boundary. The illustration on the left shows the entrance onto Wilkinson Pike. The illustration below shows the entrance onto Willowoak Trail. This project will continue the left turn lane from Clari Park along Wilkinson Pike.

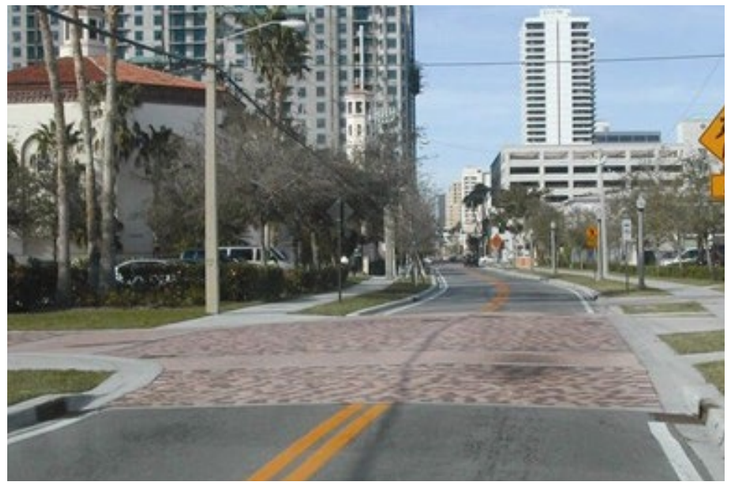
The project is designed to incorporate Raised Intersection in order to reduce vehicular speeds within the development as shown on the Concept Plan on Page 7.

All streets within the development will be private streets or alleys. Private streets with on-street parking will have a typical 53-foot cross-section. All other private streets will have a typical 38-foot cross section and private alleys will have a typical 18-foot cross section.



Typical 19-Foot 4"-Inch Private Alley Cross Section





Example of Raised Intersection



Typical 53-Foot Private Drive Cross Section

*Architecture shown is conceptual and only meant to convey the general appearance and character of the neighborhood. Final architecture shall be provided at site plan level.



With this request, Toll Brothers at the Gateway Center will be dedicating 2.58 acres (over 20% of the site) to open space. The open space areas will be comprised of centralized usable open spaces and various open space pockets around the development. The Grassy Main is the primary usable open space in this development. Along with the centralized mail kiosk, this open space will be supporting a variety of amenities. These amenities will include; outdoor seating, foosball tables, ping-pong tables, concrete corn-hole boards, bike racks, picnic tables, a pavilion with a fire place, and open play lawns. A seating plaza has been incorporated in this space that will be centered around a piece of curated public art.The Grassy Main amenity must be constructed and operational prior to 50% of the homes receiving their certificates of occupancy.



Example of Pavilion With Fire Place



A	Outdoor Seating	E	Concrete Corn-hole Boards
B	Foosball/Ping-Pong Table	F	Bike Racks
C	Pavilion with Fireplace	G	Picnic Tables
D	Open Play Lawn	H	Curated Public Art



Example of Foosball Table



Example of Ping-Pong Table



LOCATION MAP - BREEZEWAY PARK N.T.S.

Breezeway Park is an open space with a variety of amenities. These amenities will include; outdoor seating, corn hole boards, and open play lawns, and bike racks. Breezeway Park must be constructed and operational prior to the 1st certificate of occupancy in the last group of homes that surround Breezeway Park

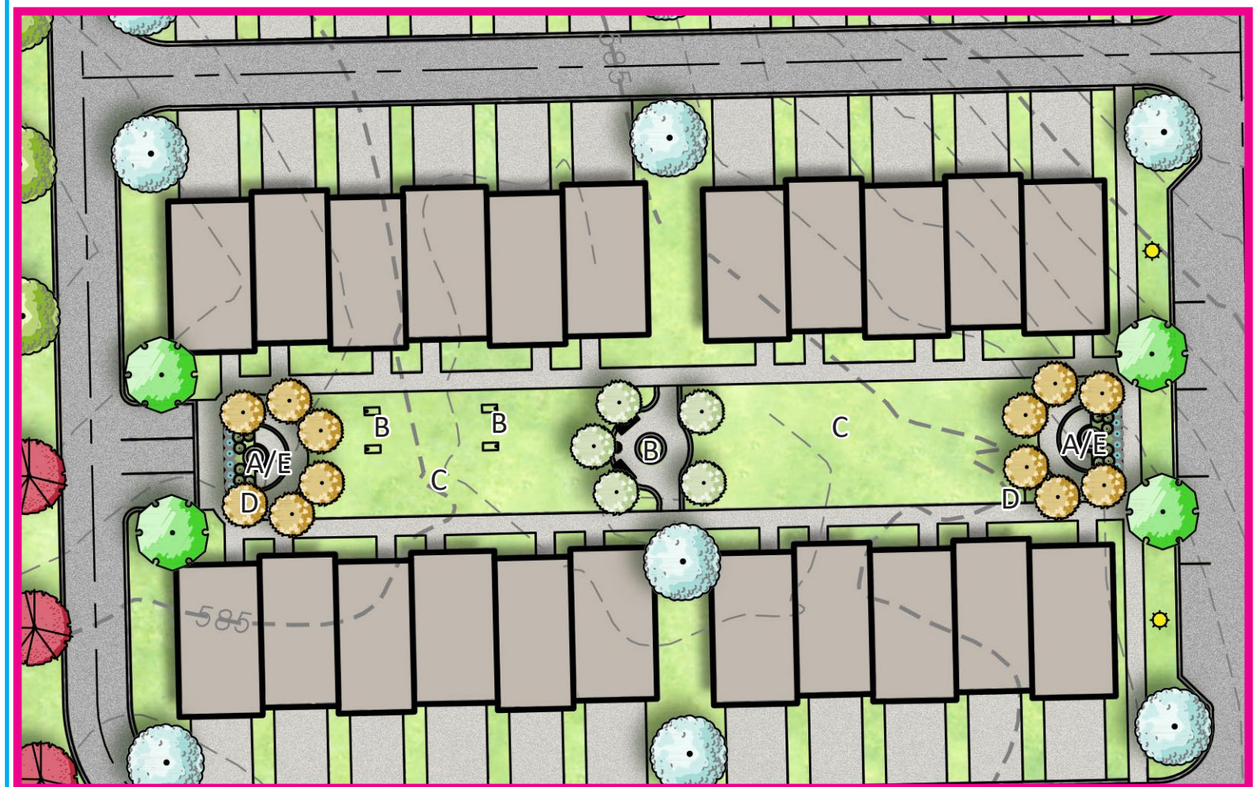
A Outdoor Seating

B Concrete Corn Hole Boards

C Open Play Lawn

D Bike Racks

E Fire PIt Area





Example of Outdoor Seating



Example of Corn Hole Board



Example of Open Play Lawn



Example of Bike Racks



Example of Outdoor Seating and Fire-Pit Areas



Along the southwest side of the Wilkinson Pike Buffer will be gathering spaces in the form of fire-pit areas with seating. There will be a gathering space on both sides of the Wilkersin Pike entrance road.

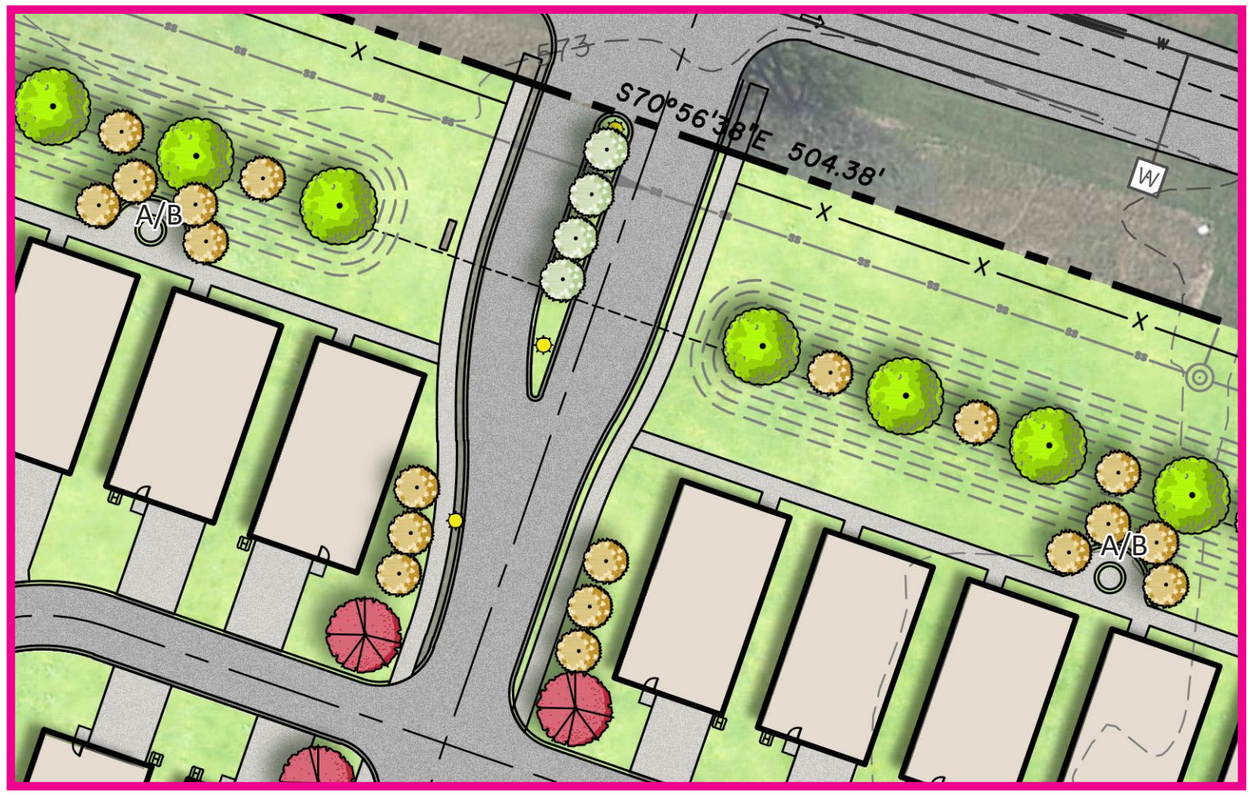
A Outdoor Seating

B Fire Pit



Example of Outdoor Seating and Fire-Pit Areas

LOCATION MAP - FIRE PIT NODES N.T.S.





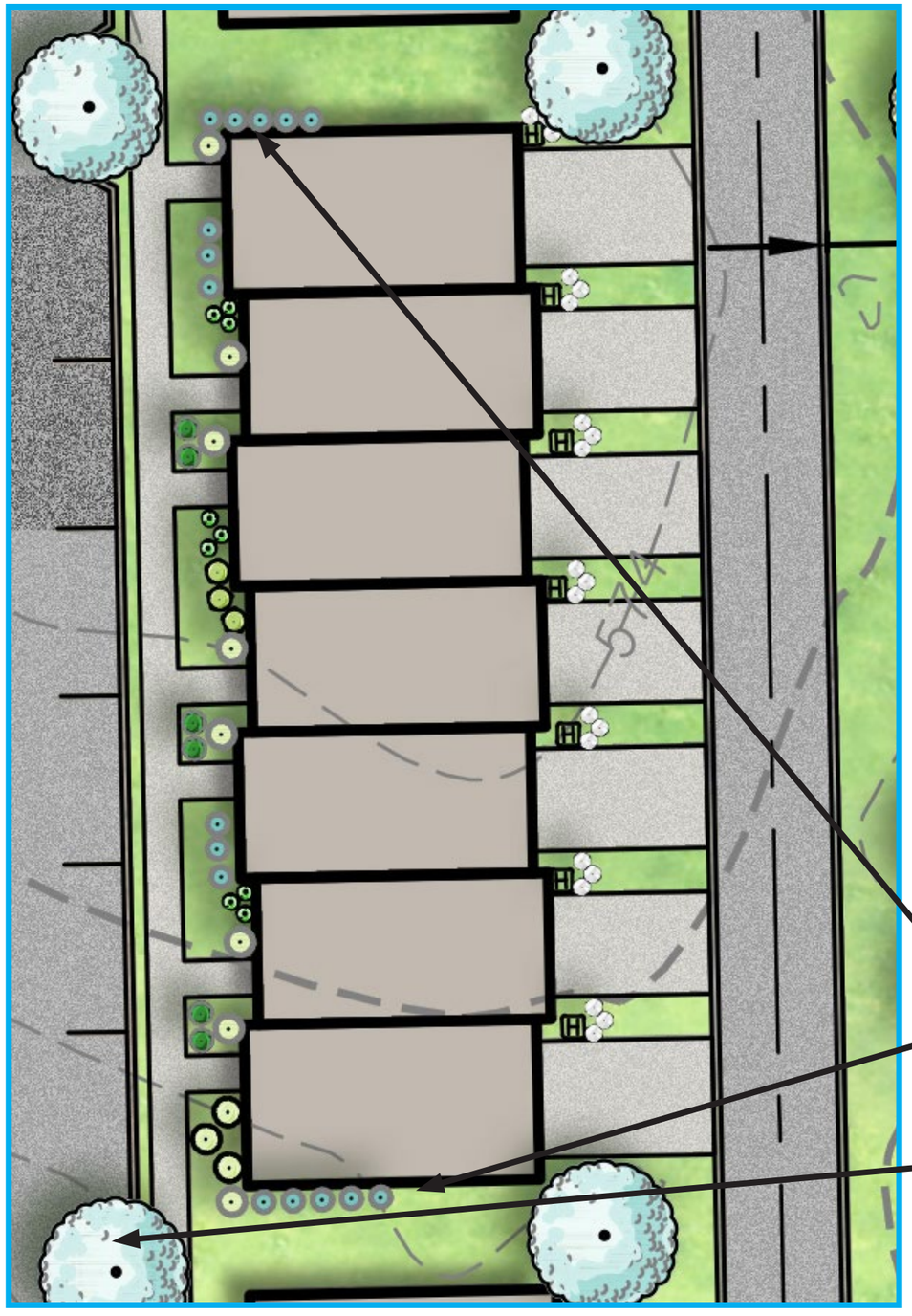
Required Parking

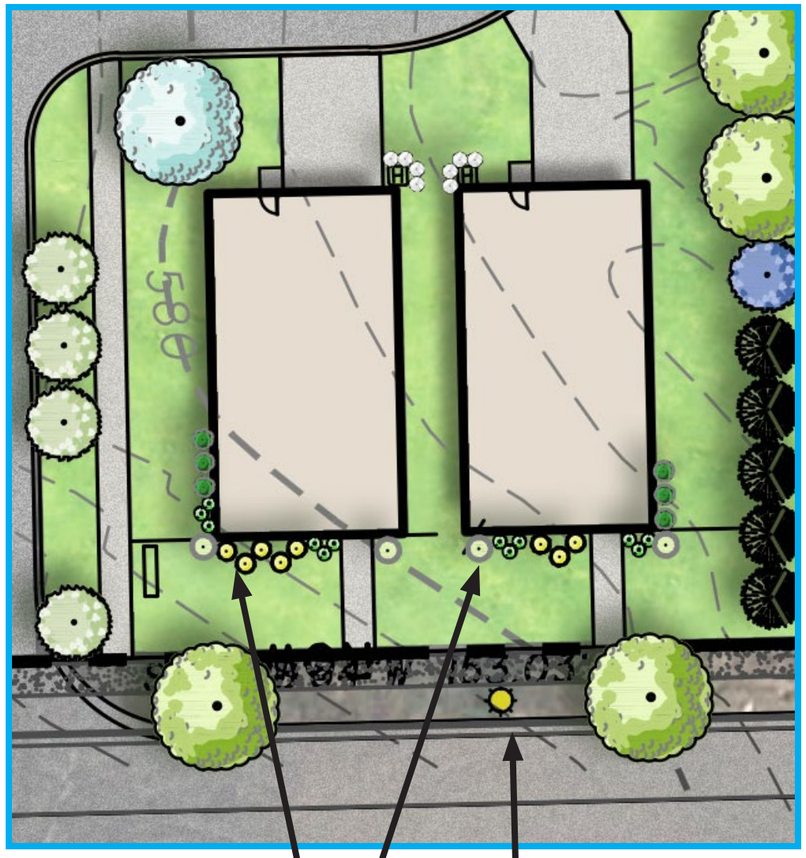
(27) Detached Homes x 4 Spaces/Unit =	108 Spaces
(77) Attached Homes x 3.3 Spaces/Unit =	254 Spaces
Total Parking Required =	362 Spaces

Provided Parking

SF Detached Garage Spaces =	54 Spaces
SF Detached Driveway Spaces =	54 Spaces
SF Attached Garage Spaces =	154 Spaces
SF Attached Driveway Spaces =	154 Spaces
Guest Parking Spaces =	65 Spaces
Total Parking Provided =	481 Spaces

Amenity/Guest Parking Spaces





Evergreen and deciduous shrubs with intermittent ground covers and ornamental grasses

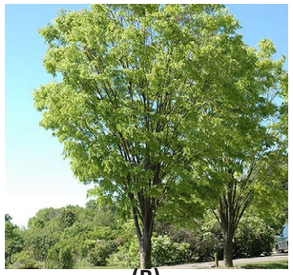
Decorative Street Light

Trees and ornamental trees shall be utilized where installation will not conflict with existing or proposed easements and utilities.

Typical plantings around single family attached homes shall consist primarily of shrubs and ground covers. Ornamental/Canopy trees may be utilized where utility and easement conflicts do not restrict installation.



(A)



(B)



(C)



(D)



(E)



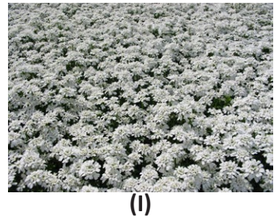
(F)



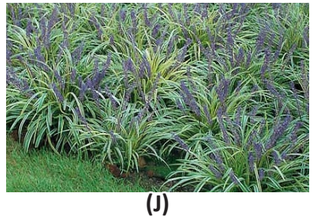
(G)



(H)



(I)



(J)

(A) Ulmus parvifolia 'Emer II'/ 'Emer II' Alle Elm
(B) Zelkova serrata 'Green Vase'/ Sawleaf Zelkova
(C) Buxus x 'Green Mountain'/ Boxwood
(D) Prunus laurocerasus 'Otto Luyken'/ Luykens Laurel
(E) Lagerstroemia indica 'GAMAD VI'/ Berry Dazzle Crape Myrtle
(F) Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass
(G) Liriope spicata 'Silver Dragon'/ Creeping Lily Turf
(H) Setcreasea pallida 'Purple Heart'/ Purple Heart Setcreasea
(I) Iberis sempervirens 'Little Gem'/ Little Gem Candytuft
(J) Liriope muscari 'Variegata'/ Variegated Lily Turf
(K) Magnolia grandiflora 'D.D. Blanchard' TM/ Southern Magnolia
(L) Thuja standishii x plicata 'Green Giant'/ Green Giant Arborvitae
(M) Cryptomeria Japonica 'Radicans'/ Japanese Cedar
(N) Viburnum x pragense/ Prague Viburnum
(O) Prunus laurocerasus 'Schipkaensis'/ Schipka Laurel

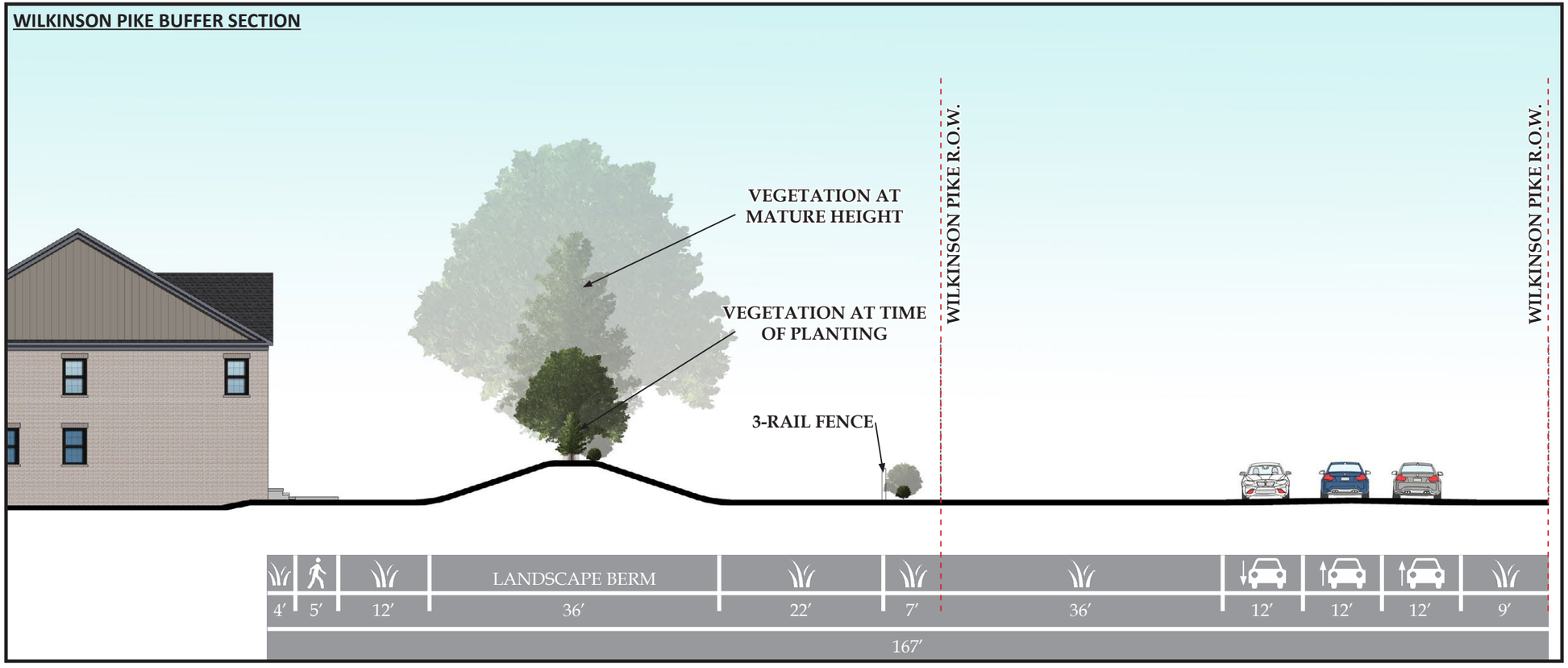
The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 15 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 5-foot tall decorative landscape berm shall be provided along Wilkinson Pike. Landscaping along the berm shall provide an aesthetic screen to the fronts of the buildings from Wilkinson Pike.
- The fronts and sides at the base of buildings will have at least 5 foot wide landscape strip.
- Single-family attached and detached homes shall not have landscaping along rear elevations or between buildings, unless those elevations that abut a public or private roadway (i.e. High Visibility Elevations, but not along alleys).
- All above ground utilities and mechanical equipment (HVAC) screened with landscaping and/or fences.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance and Design Guidelines.
- Separation of the units to the parking/access will be minimum of 10-feet, with exception of the garages.



WILKINSON PIKE BUFFER SECTION



1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits provided on Pages 3-6 provide the requested materials.

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: The exhibits provided on Pages 3-6 provide the requested materials.

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: The exhibits provided on Pages 3-6 provide the requested materials.

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 exhibits shown on Pages 7-8 provide the requested materials.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The exhibits shown on Pages 7-8 provide the requested materials.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	469,098 s.f.
TOTAL MAXIMUM FLOOR AREA	255,550 s.f.
TOTAL LOT AREA	469,098 s.f.
TOTAL BUILDING COVERAGE	109,318 s.f.
TOTAL DRIVE/ PARKING AREA	130,791 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	338, 307 s.f.
TOTAL OPEN SPACE	177,312 s.f.
FLOOR AREA RATIO (F.A.R.)	0.54
LIVABILITY SPACE RATIO (L.S.R.)	0.49
OPEN SPACE RATIO (O.S.R.)	0.77

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RS-15 & MU. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet exceed but closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in two phases. Phasing information is located on Page 09.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Pages 8 and 15.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions with this PRD as outlined on Page 19.

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255H Eff. Date 01/04/2007.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 3 & 13 discuss the Major Thoroughfare Plan.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Toll Brothers contact info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 09-12 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage and their description are located on Page 8.

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	RS-A Type 3	Proposed PRD	Difference
Residential Density			
Maximum Gross Density	129	104	-25
Minimum Lot Area	2,000 SF	NA	NA
Minimum Lot Width	20'	NA	NA
Minimum Setback Requirements			
Minimum Front Setback	20'	NA	NA
Minimum Side Setback	5'	NA	NA
Minimum Rear Setback	20'	NA	NA
Minimum Wilkinson Pike Setback (Collector Road)	50'	50'	0'
Minimum Willow Oak Setback (Local Road)	15'	20'	+5'
Minimum Garage Width	19'-4"	19'-1"	-3"
Land Use Intensity Ratios			
Maximum F.A.R.	1	0.75	NA
Minimum Livable Space Ratio	None	None	NA
Minimum Open Space Ratio	None	None	NA
Minimum Open Space Requirement	20%	24%	+4%
Minimum Formal Open Space Requirement	5%	5%	0%
Maximum Height	45'	42'	-3'
Wilkinson Pike Berm Height	5'	5'	0'
Parking Ratio (See Page 7 for Parking Calculations)	<u>Single-Family Attached and Multi-Family Units:</u> 1.5 space per single bedroom unit 1.1 space per bedroom in multi-bedroom units <u>Single-Family Detached Units</u> 4 Spaces per unit (includes garage spaces) <u>All Other Uses:</u> Per Chart 4 of the 2022 Zoning Ordinance	Parking shall abide by the parking calculations proposed on Page 7	

REQUESTED EXCEPTIONS

- Requesting “Single-Family Attached”residential and “Single-Family Detached” residential uses be permitted (not currently permitted in underlying MU zoning)
- Requesting that driveways for single-family detached homes be allowed to be 22-ft long instead of 35-ft.
- Requesting that required 4 off-street parking spaces required in a driveway be waived for this development, but instead allow for the 4 off-street parking spaces to be accounted for as 2 spaces in the garage and 2 spaces in the driveway outside the garage. Garages shall be restricted to vehicular use only, and not for storage. This will be enforced by the H.O.A. and in the Restrictive Covenants for the development.
- Requesting a reduction in the 100-ft Wilkinson Pike Setback Buffer to 80-ft. The reduction in width will be off-set with a minimum 5-ft high berm that will be planted with a mixture of evergreen trees and shrubs, along with canopy and understory trees within the 80-ft proposes setback.
- Requesting 3” reduction in garage width from 19’-4” to 19’-1”.
- Requesting an exception to utilize private cart hauler in lieu of trash compactor.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION
JULY 13, 2022

6:00 PM **CITY HALL**

MEMBERS PRESENT
Kathy Jones, Chair
Jami Averwater
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
Amelia Kerr, Planner
Katie Noel, Project Engineer
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Dev't Services

1. Call to order and 2. Determination of a Quorum

Mr. Greg McKnight, acting as Chair Pro-Tem, called the meeting to order at 6:00 PM and requested for Item 4 a. the Election of Chair and Vice-Chair for 2022-2023, to be moved as the first item on the Agenda. A quorum was present.

Mr. Shawn Wright made a motion for Election of Chair and Vice Chair 2022-2023 to be moved to the first item on the agenda; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Mr. Greg McKnight opened the floor for the nomination of the 2022-2023 Planning Commission Chair.

There being no further discussion, Ms. Jami Averwater moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Zoning application [2022-413] for approximately 10.8 acres located at 2655 Wilkinson Pike to be rezoned from RS-15, MU, GDO-1, & GDO-2 to PRD, GDO-1, & GDO-2 (Toll Brothers at Gateway PRD), Toll Brothers applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover of SEC, Mr. Michael Burton, Mr. Jordan Hartigan, and Mr. Rob Molchan were in attendance for the meeting. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones requested that all high visibility units should include enhanced elevations. In addition, the side elevations should be included in the pattern book. The Planning Commission continued with questions regarding the exceptions, and the private solid waste carts being stored in garages with vehicles only.

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

There being no further discussion, Ms. Jami Averwater moved to approve the zoning application subject to all staff comments including consistency in the pattern book regarding the enhanced elevations in high visible areas; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Warren Russell
Chase Salas
Shawn Wright

Nay: None

Annexation petition and plan of services [2021-505] for approximately 0.7 acres located along Elam Road as well as approximately 3,700 linear feet of Elam Road right-of-way and the right-of-way of the Elam Road/I-24 frontage road, Swanson Developments, LP applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover of SEC and Mr. Joe Swanson Jr. (developer) were in attendance representing the application.

Chair Kathy Jones opened the public hearing.

1. **Mr. Wallace Maples, 5550 Elam Road** – expressed concerns regarding traffic on Elam Road, including construction traffic. He is not in favor of the annexation request.

2. **Mr. Mark Green, 5302 Elam Road –** expressed concerns regarding traffic on Elam Road. He is not in favor of the annexation request.

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ORDINANCE 22-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 10.8 acres along Wilkinson Pike from Single-Family Residential Fifteen (RS-15) District, Mixed Use (MU) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District to Planned Residential Development (PRD) District (Toll Brothers at Gateway PRD), Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District; Toll Brothers, applicant, [2022-413].

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 Residential Development (PRD) District (Toll Brothers at Gateway PRD), Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) 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

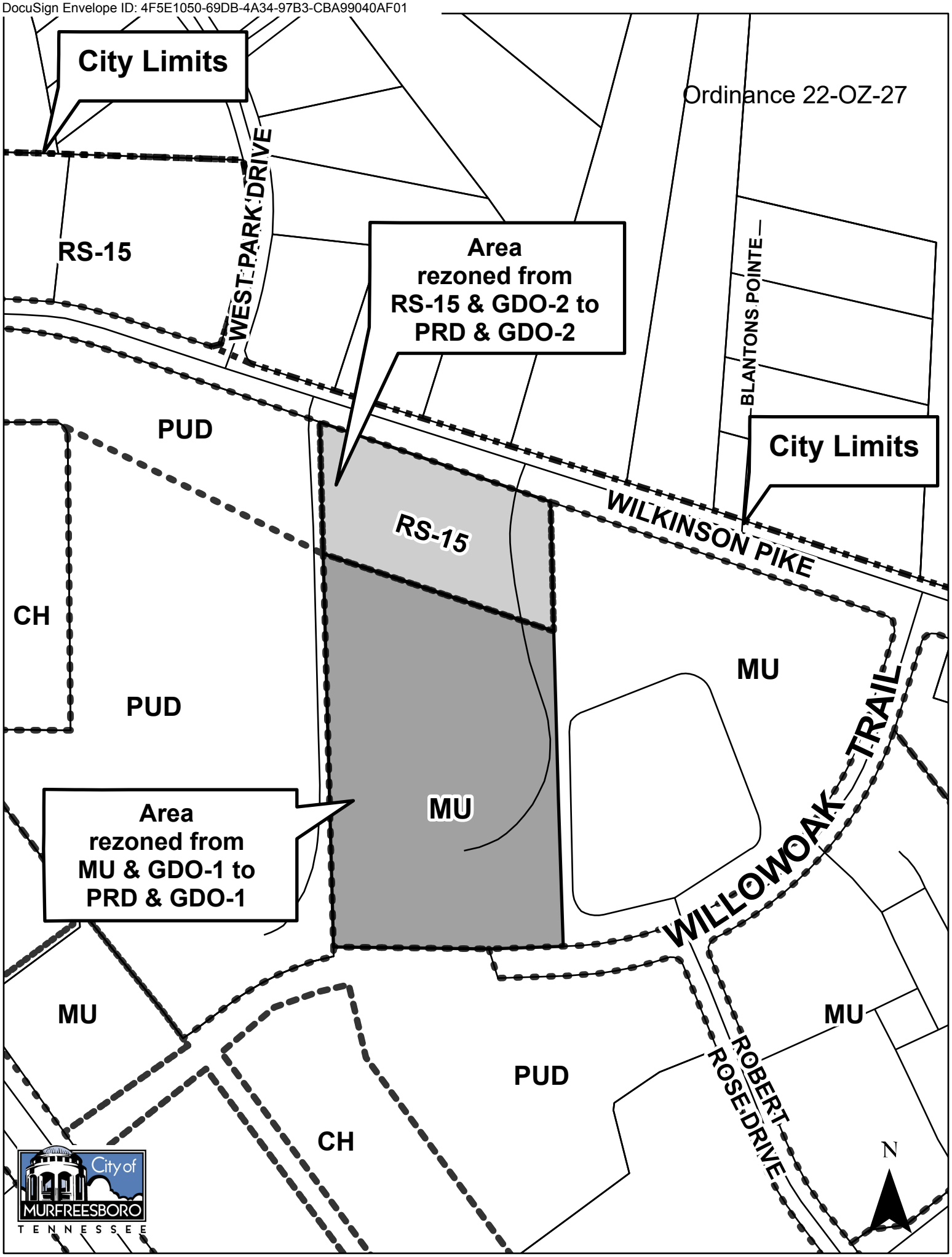
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

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COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Planning Commission Recommendations

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

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

Staff Recommendation

Schedule a public hearing for the item below on October 20, 2022.

Background Information

During its regular meeting on June 1, 2022, the Planning Commission conducted a public hearing on the item listed below and then voted to defer action on it. At its regular meeting on August 17, 2022, the Planning Commission considered this item under "Old Business" and voted to recommend its approval.

a. Zoning application [2022-404] for approximately 1.5 acres located along Haynes Drive to be rezoned from RS-15 to PRD (Beau Monde PRD), Blue Sky Construction 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.

Attachment:

Map for zoning application for approx. 1.5 acres located along Haynes Drive



City of MURFREESBORO TENNESSEE

Zoning Request for Property located along Haynes Drive
RS-15 to PRD (Beau Monde PRD)

230 115 0 230 Feet

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

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Town Creek Funding Reallocation

Department: Administration

Presented by: Sam A. Huddleston, PE

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Reallocate the amount and categories of funding for the Town Creek project.

Staff Recommendation

Approve funding reallocation and authorize City Manager or designee to approve the property acquisition and relocation settlements and payments on behalf of the City.

Background Information

During the 1950s, Town Creek was diverted into a buried pipe between Hickerson and Broad Street as a part of The Bottoms Urban Renewal project and the construction of Broad Street. By 2007, culvert failures near Murfree Springs triggered concerns about the longevity of the system. Continued concerns led to development of the Town Creek Daylighting project, which was divided into two phases.

Town Creek Phase 1 extends from Murfree Springs to South Church St. Phase 1, which has the most pressing concerns regarding the aging infrastructure, has a fully developed design (exhibit attached). This Phase is integral to the environmental permitting and stream impact mitigation required as part of the Cherry Lane Phase 2 Project.

Phase 2 extends from South Church St to South Front St and Cannonsburgh. Phase 2 has a conceptual design (also attached). Remediation of this area is closely associated with The Historic Bottoms Planning Study and revitalization of the Historic Bottoms area.

During review of funding projects and priorities for American Recovery Plan Act (ARPA) allocations, $9m in funding was approved for the Town Creek Daylighting Project. Supplemental funding was to come from General Fund and from MWRD's budget and the Stormwater Funds. Recently, City Council authorized acquisition of properties and relocation costs for Town Creek Phase 2 from ARPA funds. Owners and tenants in this area are preparing to relocate and settle on the acquisition of properties. As ARPA requirements, property acquisition costs, and project details and costs are developed, it became apparent that reallocation of funding provides

advantages for project execution. Property acquisition with federal funds requires long term restrictions on future property disposition and uses while additional flexibility is available with local funds. Also, property acquisition and construction costs are higher than projected last year. Lastly, stormwater construction and improvement activities are more closely aligned with ARPA guidance than property acquisition.

In light of the above, the following funding allocation and sources for both phases of Town Creek are recommended:

Activity / Item	Projected Cost	Funding Source
Phase 1 Daylighting and Reconstruction	$3,000,000	ARPA
Phase 2 Property Acquisition, Relocation, and Demolition	$8,800,000	General Fund
Phase 2 Daylighting and Reconstruction	$6,000,000	ARPA
Phase 2 Water and Sewer Relocation and Modifications	$675,000	MWRD Water and Sewer Funds
Phase 1 and 2 Stormwater Items and Enhancements	$1,000,000	MWRD Stormwater Funds
Hickerson Drive Modifications and Improvements	$750,000	State Street Aid
Underground Electric Conversion/Installation	$1,000,000	General Fund
Contingency	$1,000,000	General Fund
Total	**22,225,000**	

Council Priorities Served

Responsible budgeting

Utilization of federal stimulus funds for the stormwater elements of this project offset City funds to be applied toward local expenditures.

Improve economic development

Project and the related public improvements enhance the entrance to downtown Murfreesboro and encourage economic redevelopment in the Historic Bottoms.

Expand infrastructure

Replacement of 70+ year old drainage infrastructure with a more natural system provides a resilient drainage system.

Establish strong City brand

The proposed park features and walking trail connecting Murfree Spring to Cannonsburgh establishes identifying features at the entrance to the downtown.

Fiscal Impact

The property acquisition and relocation expenses were previously approved from ARPA and this recommendation will shift their funding estimated at $8m to General Fund. The remainder of the project elements will return to Council for future

authorization based on the funding allocations proposed.

Attachments

1. Town Creek Phase 1 and 2 project concepts



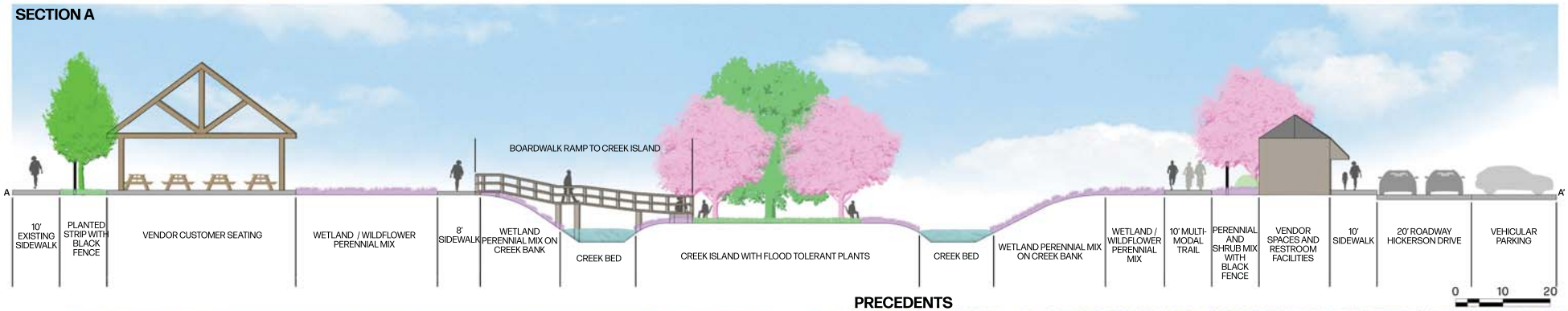
RaganSmith

CONCEPTUAL DESIGN
MURFREESBORO, TN | RUTHERFORD COUNTY
22-0043 | 08/23/2022

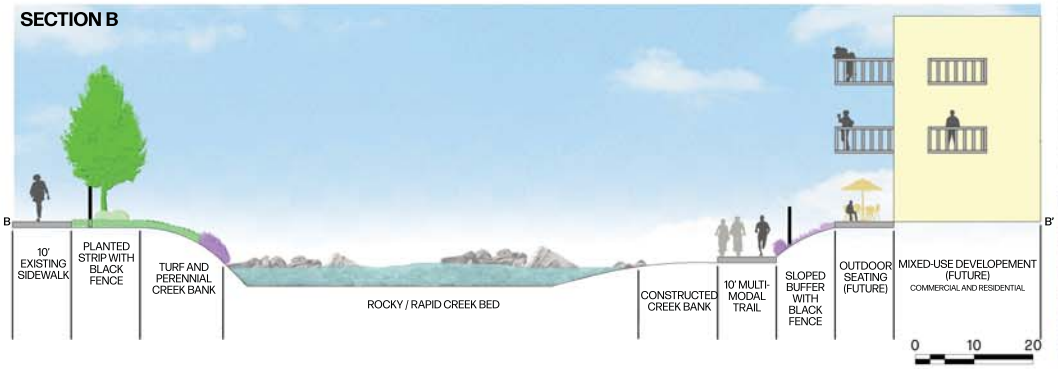
TOWN CREEK CORRIDOR

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SECTION A



SECTION B



PRECEDENTS









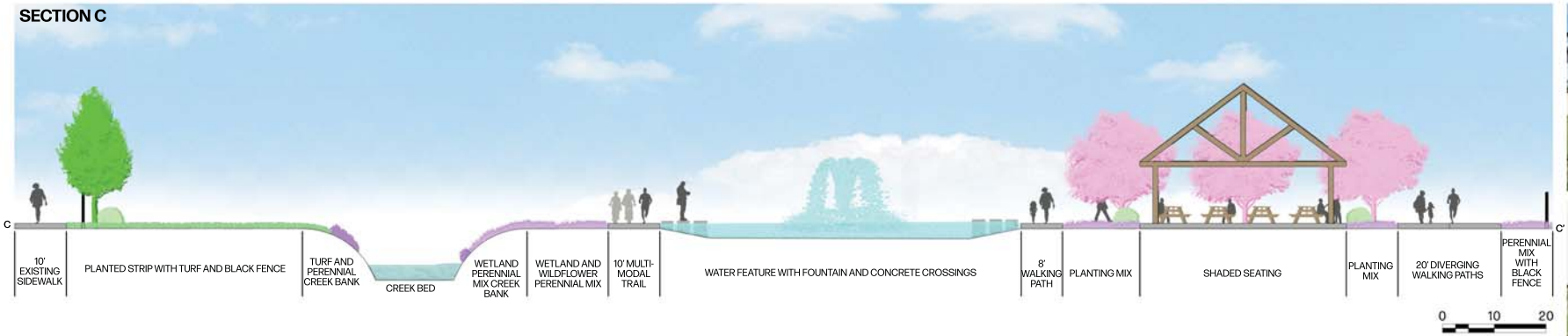








SECTION C







RaganSmith

SECTIONS AND PRECEDENT IMAGERY

MURFREESBORO, TN | RUTHERFORD COUNTY

22-0043 | 08/24/2022

TOWN CREEK CORRIDOR

OPPORTUNITIES

Daylighting the creek provides opportunity to create a spectrum of opportunites for public engagement with the water, interpretive aquatic and wetland species elements, and health and fitness focused activity. There is opportunity for both constructed and naturalized edges to the creek. With thoughtful design, objectives for flood management, environmental enhancement, recreation, and economic development can all be advanced.





Creating contiguous public space between Cannonsburgh Village, the Discovery Center, and Downtown Murfreesboro. This can be created by expanding the exisitng Greenway.

Restoring the creek in a linear park setting will incentivize the development of adjacent parcels and strengthen connections between the Town Creek / Bottoms redevelopment area and Downtown residents and businesses. Creating a well designed public space and design guideline for the corridor will enhance the quality of new development increasng property values and associated tax base.





Well positioned vendor spaces can be incorporated into the plan. While small in footprint, these vendor spaces can further enhance the economic potential of the project while also helping to address security concerns by intoducing built-in stewards for the space. Vendor spaces also create a transition between the public and private realms.

Intentionally planning the places for public access to the Town Creek Corridor will open up opportunites for visual, as well as, pedestrian access between the greenway and Downtown. Paired with well conceived directional signage and branding the Town Creek improvements will create a window into Downtown Murfreesboro opening the front door to residents and visitors traveling the Broad Street Corridor.



CONSTRAINTS

Security and access controls to the planned improvements are important to the City and will be relevant to future tenants. The challenge will be to manage security and access without creating a barrier to public use and potential economic benefits of conecting this corridor to downtown. Consider using a combination of walls, fences, and platn selections to control acccess as opposed to one continuous vertical solution. Interpretive signs or a story trail could be incorporated into walls to help tell the history of the area and create vibrancy in addtion to security.





Construction costs associated with daylighting a creek, designing storm water controls, and retaining slopes will be significant. However, the benefits of adding resiliency and economic development potential are positive returns on the investment. Timing for the project is good to take advantage of federal funding and possible flattening in labor and some material expenses.

Land acquitsition is a likely additional project requirement. Good design will dictate that the project should be constructed across property boundaries. Much of the land required is likely not easily developed. Development incentives could also be considred in exchange for making land or easements available.





HEC-RAS modeling and other detailed analysis of flood risks and required accommodations for stormwater will be needed prior to design development for the project.

Restoring or establishing any new park landscape and especially one in a stream corridor will require maintenance and supplemental plantings over time. Context sensitive plant selection and proper installation and establishment procedures will allow maintenance to ramp down over time. Maintenance agreements with private property owners could be utilized to reduce the burden on City resources.





Creating a strong link between Town Creek and Downtown will require pedestrian crossing points at several difficult intersections. Consideration of incident data, application of innovative crossing design, and appropriate signage will all be necessary elements to manage acceptable levels of risk. Commiting to zero fatality designs in urban settings requires investment and intention.

RaganSmith

OPPORTUNITES AND CONSTRAINTS
MURFREESBORO, TN | RUTHERFORD COUNTY
22-0043 | 08/24/2022

TOWN CREEK CORRIDOR

FOUNDER'S PARK - JOHNSON CITY, TN








Founders Park sits on a 5-acre parcel in downtown Johnson City, TN. The park was completed in 2014 as a stormwater project to help mitigate flooding in the area. The park offers many amenities: an amphitheater, trails, a creek, and public art. The park is also adjacent to a large open-air pavilion. This park has a similar feel to what Town Creek Corridor has. It is located in a downtown setting, providing amenity away from the hustle and bustle, but still having the city views.

CITY CREEK PARK - SALT LAKE CITY, UT









City Creek Park was developed in the late 1990s as a way to honor the 150th anniversary of pioneers settling the valley. Within days of their arrival, they dammed up the creek to grow food. The creek was also used as drinking water and powered Brigham Young's sawmill and silk plant. City Creek was the first in the valley to be culverted "to protect the water supply and prevent accidental drowning." City Creek was also the first to be daylighted in 1995, due the to immense flooding of 1983. Much like Town Creek, this creek is a daylighted creek, providing amenity and history to the site.

BIG SPRING INTERNATIONAL PARK - HUNTSVILLE, AL









In 1823, Big Spring was developed to be the first public water system west of the Appalachian Mountains. This park holds treasures from all across the world. There is a bench from the UK, a sundial from Germany, and the cherry trees and bridge are from Japan. The Indian Creek Canal that runs through the park was the first in the state of Alabama and connects to the Tennessee River 10 miles to the south. This canal was originally constructed to transport cotton. Big Spring is larger in scale, but provides a strong precedent on how constructed edges next to flowing water provides an opportunity for interaction with the water.

CHARLES KRUTCH PARK - KNOXVILLE, TN










Charles Krutch Park is located in downtown Knoxville, TN and is adjacent to Market Square. There is a flowing stream with a small falls that is featured in this park. There are places for people to gather and it is also adjacent to the Krutch Extension. Krutch Extension is merely an extension that goes across an alley and between Union Avenue and Clinch Avenue. It flows until it reaches Gay Street. The extension includes water play fountains and open space for play. This park is similar in size to Town Creek Corridor, providing passive recreation and provides places for rest and respite.

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Subrecipient Agreement with Volunteer Behavioral Health

Department: Administration

Presented by: Karen Lampert, Grant Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Subrecipient Agreement between MPD and Volunteer Behavioral Health to provide Co-Responder Services.

Staff Recommendation

Approve Subrecipient Agreement with Volunteer Behavioral Health.

Background Information

A subrecipient agreement is needed with Volunteer Behavioral Health to outline use of $500,000 in American Rescue Plan Act (ARPA) funds. VBH will use funds to hire two master's level clinicians as a Co-responder to assist MPD's Crisis Intervention Team in responding to individuals in the community having a mental health crisis to provide de-escalation, assessment, resources, and linkage to services.

Provisions for Community Violence Interventions were included in the ARPA spending plan approved by City Council on 02/16/2022. The project meets federal guidelines for use of ARPA funds.

Council Priorities Served

Responsible Budgeting

Project identified is a one-time use of ARPA funds and does not constitute a recurring cost. Meets U.S. Treasury eligibility requirements for use of ARPA funds.

Maintain Public Safety

Provides for enhanced services that support improved crime prevention and response efforts.

Fiscal Impact

ARPA funds in the amount of $500,000 will be used for this project.

Attachment

Subrecipient Agreement

SUBRECIPIENT GRANT AGREEMENT

Between

THE CITY OF Murfreesboro – Police Department

And

Volunteer Behavioral Health Care System

For

Mental Health Crisis Co-Responder Assistance

Funded through the

AMERICAN RESCUE PLAN ACT (ARPA) (CFDA 21.027)

For a Federal Award of $500,000

Performance Period: August 1, 2022 – June 30, 2024

Amount of federal funds obligated by this action: $500,000

Total amount of federal funds obligated to this subrecipient: $500,000

Total amount of the federal award committed to this subrecipient by the pass-through entity: $500,000

Jennifer Brown, Finance Director and City
Recorder/Treasurer
Finance & Tax Department
111 W. Vine St.
First Floor
Murfreesboro, TN 37130
Phone 615-893-5210
jbrown@murfreesborotn.gov

Federal award date: _____

Date agreement fully executed: _____

PART A
AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") entered into this _____day of _____, 2022 and dated to be effective _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City") and Volunteer Behavioral Health Care System, a nonprofit corporation of the State of Tennessee (the "Subrecipient"), located at 1504 Williams Drive, Murfreesboro, TN 37129

WITNESSETH THAT:

WHEREAS, the City of Murfreesboro has entered into a funding agreement with the U.S. Department of Treasury (the "Treasury") for the execution of projects and activities under the American Rescue Plan Act ("ARPA") of 2021, Public Law 117-2 and its implementing regulations, 31 CFR Part 35; and

WHEREAS, the funding agreement between the City and the Treasury provides for the implementation of a Strategic Partnership with Volunteer Behavioral Health to implement a Co-Response Team with the Murfreesboro Police Department (the "MPD") to provide a total of three licensed mental health clinicians to work with the MPD's Crisis Intervention Team; and

WHEREAS, the Department of Treasury has authority as the federal agency overseeing and providing guidance for the City as grantee of ARPA funds to request information and monitor the Subrecipient; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful local implementation of projects under the ARPA program; and

WHEREAS, on February 16, 2022, the Murfreesboro City Council designated $500,000 from anticipated 2021-2024 ARPA funds for implementation of a Co-Response Mental Health Crisis Intervention Team; and

WHEREAS, Volunteer Behavioral Health Care System, was selected to extend an existing Memorandum of Understanding for recommended award in February 16, 2022by the ARPA Review Committee, which was formed by the City; and

WHEREAS, on February 16, 2022, the Murfreesboro City Council obligated federal funds in the amount of $500,000 for the execution of the ARPA-eligible Co-Response Mental Health Crisis Intervention Team; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

I. SCOPE OF SERVICES

1. **Scope of Services:** Subrecipient provides behavioral health services across 32 counties in Middle, Upper Cumberland, and South-East Tennessee, and is the designated Mobile Crisis provider for adults in 29 Tennessee Counties. In addition to the Co-Responder program and as part of the Mobile Crisis continuum, Subrecipient operates a Crisis Call Center ("Call Center") which serves to centrally coordinate triage and dispatch efforts to provide timely and effective Mobile Crisis services. The Call Center is also part of the National Suicide Prevention Lifeline. Subrecipient also operates three Crisis Walk-in Centers (Chattanooga, Cookeville, and Cleveland) which include Pre-Arrest Diversion Programs as well as Crisis Stabilization Units for adults in Chattanooga and Cookeville.

   The goal of Co-Responders is to assist individuals and families that are experiencing a behavioral health crisis in resolving the crisis in the most clinically appropriate, least restrictive, and safest method. Co-Responders provide services to individuals in their community environment whenever possible. Co-Responders work to provide linkage and referrals to appropriate short and long-term resources.

Local law enforcement agencies are frequently asked to respond to calls for assistance involving individuals who are in a psychiatric crisis (defined in this Agreement as a mental health condition requiring immediate intervention to prevent further psychological or situational deterioration or injury to self or others).

It is the expectation of both Subrecipient and MPD that by working cooperatively and sharing respective expertise, they will be able to assist each other and provide the most appropriate response in individual situations.

The Project funded by this Agreement is (1) to establish additional collaborative resources between MPD and Subrecipient for crisis response and crisis intervention by expanding an existing Memorandum of Understanding (the "MOU") with Subrecipient from one Mental Health Co-responder to providing two additional Mental Health Co-Responders and extending hours of coverage and (2) to underwrite the cost of the extension of the current MOU by providing salary and benefits for two full-time Mental Health Co-Responder positions, supplies, and equipment for the positions and Crisis Diversion Funds. The services provided by Subrecipient pursuant to this Agreement are hereinafter collectively referred to as the "Program" and are defined in further detail in **Part C** through **E**.

The Subrecipient, assuming responsibility for the implementation of the actual operation of the Program herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per **Part C**.

2. **Revision of Scope:** The performance criteria, objectives and budget items in **Part C** through **E** may be modified, revised, or amended upon the joint written consent of the parties. The Subrecipient may request a budget revision, not to exceed the total award in this agreement, at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing and the revision must not substantially change the scope or outcomes of the Program. Approval may be in the form of a letter, a fax, or an email.

II. COMMENCEMENT AND COMPLETION

1. **Commencement and Time of Performance:** The services of the Subrecipient are to commence as soon as practicable on or after the date of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement through a period ending June 30, 2024, All expenditures associated with implementation of this project must expended or encumbered by June 30, 2024; ; and submitted for reimbursement by July 15, 2024.

2. **Agreement Completion Date:** Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on June 30, 2024 except that Subrecipient shall complete such close-out requirements no later than the date dictated by **Section 3.8** below.

III. COMPENSATION AND USE OF FUNDS

1. **Regulation for Use of Funds:** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Rescue Plan Act (ARPA), 31 CFR Part 35; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***

2. **Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** During the administration of this Agreement, the Subrecipient shall comply with, and adhere to 2 CFR Part 200.

3. **Total Payments:** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed $500,000. At the sole discretion of the City, any unexpended funds as of June 30, 2024, may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. As referenced in **Section 2.1** above, all expenditures associated with implementation of this Project must be expended or encumbered by June 30, 2024; and submitted for reimbursement by July 15, 2024, unless a written extension request is received and approved by the City prior to June 30, 2024.

4. **Vendor Registration:** The Subrecipient must complete the necessary paperwork to become a vendor of the City of Murfreesboro before any payment can be made. This includes providing the Subrecipient's current W-9, and City staff verifying the Subrecipient's taxpayer ID with the IRS. The address on the Vendor Registration form must agree to the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

5. **Reimbursement Requests:** This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs of this Project, as described in **Part C** through **E**, and for which the Subrecipient has made payment during the period of performance as set forth in **Section 2.1** above.

   The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon the receipt of a request for reimbursement form, using the template provided in **Part G**, so long as the Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has been made by the City of Murfreesboro in regards to this Agreement. The City will reimburse all approved reimbursements requests within 30 days of the request. The request must include all of the necessary documentation and any questions must be sufficiently answered as determined by the City of Murfreesboro.

   All requests for reimbursement must be further accompanied by an invoice which identifies the address to which the payment should be remitted and supporting documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. The Subrecipient shall also submit the Duplication of Benefits Certification, **Part H**, as required by **Section 3.6** below. The City reserves the right to request further supporting documentation as necessary to ensure compliance with ARPA, its implementing regulations and 2 CFR Part 200.

6. **Double Reimbursement:** The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. A Duplication of Benefits (hereinafter "DOB") occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which they have received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. The Subrecipient must submit the Duplication of Benefits Certification, **Part H**, with the Requests for Reimbursement.

7. **Restriction on Disbursements:** ARPA funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the ARPA funds granted to the City of Murfreesboro are suspended or terminated.

8. **Withholding Payments:** All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.

9. **Close-out Reimbursement:** Close-out requests for reimbursement must be submitted by July 15, 2024 If not submitted, the unexpended funds under this Agreement shall revert to the City of Murfreesboro.

10. **Compliance with applicable laws:** The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with the ARPA, any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds, pursuant to 31 CFR § 35.9 and 2 CFR Part 200.

IV. USE AND DISPOSITION OF PROPERTY

1. **Disposition of Expendable/Non-Expendable Real and Personal Property:** The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regards to all real and personal property purchased in whole or in part with funds pursuant to this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, which includes but is not limited to the following.

    a. **Management requirements:** The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:

        i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;

        ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;

        iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated;

        iv. Adequate maintenance procedures must be developed to keep the property in good condition; and

        v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

    b. **Disposition:** Barring any changes in regulations for ARPA funds by the Treasury, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding $1,000 (City's threshold) that was purchased with funds disbursed under this Agreement. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within 30 days of the receipt and must include a notation of what grant the funds were received under. The Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights pertaining to property purchased with funds under this Agreement. The City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose in accordance with Federal regulations.

V. ASSIGNMENTS

1. **Assignability:** Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. **Subcontracting/Third Party Contracts:** The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this

Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the ARPA program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

VI. AUDITS AND INSPECTIONS

1. **Audits and Inspections:** The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Finance & Tax Department of the City of Murfreesboro. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of 2 CFR § 200.300 through 200.309 and Subpart F. If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Finance Department personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

   Subrecipients that expend $750,000 or more during the Subrecipient's fiscal year in Federal awards, including funds disbursed under this agreement, must have a single audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F. Single audit requirements will remain in effect until all sub-award funds are expended and audited.

   Any Subrecipient receiving less than $750,000 in Federal funding shall not be required by the City to undergo an annual independent single audit of the ARPA expenditures under this Agreement; however, records must be available for review or audit by the appropriate officials of the Federal agency, the City as the pass-through entity, and the Government Accountability Office. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are to be completed within six months of the Subrecipient's fiscal year end and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, the Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request. If audit findings are included in the audit report, Subrecipient must submit a corrective plan to the Grantee addressing audit findings to accompany the audit report. The corrective plan submitted to the Grantee shall include the action to be taken with an anticipated completion date for findings to be corrected. If the Subrecipient disagrees with the finding(s), then an explanation summarizing specific reasons for the disagreement shall be submitted to the Grantee.

VII. SUBRECIPIENT RESPONSIBILITIES

1. **Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Tennessee and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal and City regulations, rules and policies and special assurances included therein. The Subrecipient further agrees to comply with the requirements of ARPA, 31 CFR Part 35, 2 CFR Part 200, other regulations governing the use of funds disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

2. **Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City.

VIII. Documentation and Record Keeping

Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records of all actions, and accurate books of accounts for all funds received and disbursed with full documentation to substantiate each transaction. If the Subrecipient should go out of existence, custody of the records with respect to all matters covered by this Agreement shall be assigned and transferred to the City.

1. **Record Requirements:** The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, Subpart D, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

   a. Records providing a full description of each activity undertaken;

   b. Records demonstrating that each activity undertaken meets one of the four categories of ARPA;

   c. Records required to determine the eligibility of activities;

   d. Records which demonstrate compliance with the requirements in 2 CFR § 200.311 regarding any change of use of real property acquired or improved with ARPA assistance;

   e. Financial records that document all transactions and that can be properly documented and audited;

   f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;

   g. Copies of all third party or subcontracts; and

   h. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific ARPA-funded project(s) or activities.

   Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 2 CFR Part 200, Subpart D for a detailed description of the required records.

2. **Retention of and Access to Records:** In accordance with 2 CFR § 200.334 through 200.338, the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by Treasury for a period of three years from the date of submission of the final expenditure report to the City of Murfreesboro. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

   The Subrecipient agrees that the City, Treasury, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the Treasury to ensure compliance with this Agreement and with all local, state, and Federal regulations.

3. **Documentation of Costs:** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

4. **Inventory Management:** The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ARPA funds through the Agreement termination date. The status report should inventory all equipment and non-real properties purchased with ARPA funds and state the condition of the equipment and its location.

IX. PROCUREMENT

1. **Procurement Methods:** The Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.318 through 200.327, including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.
   a. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
   b. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR § 200.319 through 200.320. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in 2 CFR § 200.320 and 48 CFR Part 2, Subpart 2.1.
   c. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
   d. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
   e. The Subrecipient agrees to purchase services, goods, and materials on an "as needed basis" and at the "lowest price obtainable".
   f. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

X. SUBRECIPIENT - CONTRACT PROVISIONS

1. **Contract Provisions for Non-Federal Entities Under Federal Awards:** The Subrecipient must also make sure that any contracts related to the Program in this Agreement must contain the following provisions:
   a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
   b. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-

Federal entity including the manner by which it will be affected and the basis for settlement.

c. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d. Davis-Bacon Act: The Davis-Bacon Act (40 U.S.C. 3141-3148) requirements do not apply to projects funded solely with awards funds from the Coronavirus State and Local Fiscal Recovery Funds (hereinafter referred to as "CSFRF/CLFRF ARPA") program, except funded construction projects undertaken by the District of Columbia. Recipients may otherwise be subject to the requirements of Davis-Bacon Act, when CSFRF/CLFRF ARPA award funds are used on a construction project in conjunction with funds from another federal program that requires the enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF ARPA funds and other sources of funding.

   When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a

contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Contract must comply with 2 CFR § 200.216.

k. Domestic Preference for Procurement: Contract must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purpose of this section:

   i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

   ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

l. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. PERFORMANCE AND FINANCIAL REPORTING

1. **Performance and Financial Monitoring and Reporting:** The Subrecipient must comply with 2 CFR § 200.328 through 200.330, 31 CFR Part 35, and all performance and financial monitoring and reporting requirements outlined in this agreement.

   The Subrecipient is required to submit the performance and financial reports as specified and in accordance with the reporting schedule in **Part E and F**. The Subrecipient is also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the U.S. Department of Treasury and in accordance with ARPA reporting requirements. Any delinquent or incomplete performance and/or financial reports must be received before the City can honor any reimbursement requests for funds. As stated in **Section 13.2**, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

   With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

XII. PROGRAM MONITORING

1. **General:** City staff will evaluate progress based on the objectives, criteria, work schedule and budget in **Parts C** through **E**, to determine if it is consistent with the initial purpose of the project and in compliance with ARPA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff, as required by the City.

   City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

   a. The Subrecipient fails to take recommended corrective action;
   b. Projects are at high risk of error for activities that serve large number of people;
   c. Projects are at high risk based on the amount of funds involved.

2. **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site monitoring in accordance with **Part F**. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section 11.1** above.

3. **Programmatic Monitoring:** City staff shall monitor, review, and evaluate the Subrecipient. Performance reports will be reviewed and evaluated in accordance with **Part E**. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section 11.1** above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

   The Subrecipient shall at any time and as often as the City or the Treasury may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

4. **Projects Involving Construction or Renovation:** For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection

prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.

5. **Risk Assessment, Specific Conditions and Remedies**: The City will conduct a risk assessment as required by §200.332(b) and determine the [subrecipient's] level of risk as [low, moderate, high – select]. Risk assessments may be repeated throughout the project period [after scheduled reports, audits, unanticipated issues, or other adverse circumstances that may arise.] [If appropriate: Because the level of risk was evaluated as (moderate, high – select) at the time of award or after, the City will require specific conditions (§200.208) to be noted in the sub- award agreement, including but not limited to: correction of prior audit findings by (date), monthly reporting, prior approvals for… or other specific condition until the subrecipient is eligible for a low risk rating, at which time the specific condition(s) will be removed and the award instrument amended.]
6. In the event of noncompliance or failure to perform, the City has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h).
7. The City will also consider whether the monitoring results of [subrecipient] necessitate adjustments to its own record (see §200.332(g)).
8. **Monitoring Letters and Reports:** Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
9. **Subrecipient Response:** The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

XIII. Termination, Sanctions and Closeouts

1. **Termination:** In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR § 200.339 through 200.343. The City may also terminate this Agreement for convenience.

   Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

   In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

   Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

   a. Reasonable description of the default/reason for termination;

   b. Demand for a cure; and

   c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

   If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of **Section 13.1** and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. **Closeout:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with 2 CFR § 200.344. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, account for any real or personal property acquired with federal funds, and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.

4. **Post-Closeout Adjustments and Continuing Responsibilities:** The Subrecipient acknowledges the provisions of 2 CFR § 200.345 in regards to post-closeout adjustments and continuing responsibilities in relation to the U.S. Department of Treasury and the City of Murfreesboro.

XIV. TAXES

1. **Payment of Taxes:** The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

XV. LAWS, REGULATIONS AND SPECIAL CONDITIONS

1. The information in this Agreement is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 31 CFR Part 35, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

2. **Debarment and Suspension**: In accordance with 2 CFR § 180.220, the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at https://sam.gov/, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible. The following link will provide information on how to look up suspended and debarred companies on sam.gov: https://www.dol.gov/agencies/ofccp/debarred-list.

3. **Emerging Business Enterprises:** If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Subrecipient shall summarize what portion of the project the minority subcontractor handled. At the end of the project, the Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). The Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.

4. **Building and Zoning Regulations and Permits:** The Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.

5. **Section 504 - Persons with Disabilities: The** Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR Part 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.

6. **Discrimination Prohibited:** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

   The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in **Part B**.

7. **Nepotism:** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section: “immediate family” includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild and “administrative capacity” includes those who have selection, hiring, supervisory or operational responsibility for the project.

8. **Conflict of Interest:** The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with 2 CFR § 200.318(c), no employee, officer, or agent of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

9. **Political Activity Prohibited:**

   a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

   b. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S Code (USC).

10. **Lobbying Prohibited:** None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Tennessee. The Subrecipient shall assure compliance with the regulations at 2 CFR § 200.450 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

    The Subrecipient certifies to the best of its knowledge and belief that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

XVI. MISCELLANEOUS CLAUSES AND NOTICES

1. **Terms Herein Controlling Provisions**: The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Tennessee. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Rutherford County, Tennessee.
3. **Disclaimer of Liability**: City shall not hold harmless or indemnify Subrecipient beyond that liability incurred under the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 *et seq.*).
4. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
5. **Arbitration, Damages, Jury Trial and Warranties**: The Subrecipient and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement.

   The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise hereunder.

   No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
6. **Insurance**: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 et seq.), Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.
7. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

   Subrecipient may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Subrecipient must comply with all the requirements of Tennessee Public Records Act (T.C.A. §10-7-503 *et seq.*) in providing services and/or goods under this Agreement. Subrecipient shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Subrecipient must agree to return any or all data

furnished by the City promptly at the request of City in whatever form it is maintained by Subrecipient. Upon the termination or expiration of this Agreement, Subrecipient shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Tennessee Public Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

8. **Dissemination of Information:** The Subrecipient, at such times and in such forms as the Treasury and/or the City may require, shall furnish to the Treasury and/or the City, such statements, records, reports, data and information the Treasury and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Tennessee Public Records Act (T.C.A. §10-7-503 *et seq*.).

9. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Murfreesboro", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The funding of this project, report, map, document, etc., was financed (in whole or in part) through a grant of ARPA funds from the U.S. Department of Treasury and the City of Wichita."

10. **Training Required:** It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the Treasury or as required by the City.

11. **Copyrights:** If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to Treasury regulations. The Treasury and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

12. **Patents:** Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the Treasury and the City for determination by the Treasury and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the Treasury regulations.

13. **Anti-Trust Litigation:** For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Tennessee, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.

14. **Compliance with Law.** Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

15. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

16. **Independent Contractor**: The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties. Given this independent contractor relationship, the parties further agree:

a. Subrecipient is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Subrecipient or an entity other than City. Subject to the foregoing, Subrecipient hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Subrecipient's operations or the performance of services by Subrecipient hereunder.

b. The parties hereby acknowledge and agree that City will not: (a) require Subrecipient to work exclusively for City; (b) establish means or methods of work for Subrecipient, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Subrecipient a salary or hourly rate, but rather will pay to Subrecipient a fixed or contract rate; (d) provide training for Subrecipient on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Subrecipient (materials and equipment may be supplied if negotiated); (f) dictate the time of Subrecipient's performance; and (g) pay Subrecipient personally; instead, City will make all checks payable to the trade or business name under which Subrecipient does business.

c. Subrecipient does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

d. Unless given express written consent by City, Subrecipient agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the Program site.

e. If Subrecipient is given written permission to have other parties on the site, and Subrecipient engages any other party which may be deemed to be an employee of Subrecipient, Subrecipient will be required to provide the appropriate workers' compensation insurance coverage as required by operation of law or other agreement.

f. Subrecipient has and hereby retains control of and supervision over the performance of Subrecipient's obligations hereunder. Subrecipient agrees to retain control over any allowed parties employed or contracted by Subrecipient for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Subrecipient.

g. Subrecipient represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

h. All services are to be performed solely at the risk of Subrecipient and Subrecipient shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

i. Subrecipient will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

XVII. APPENDICES

All Appendices, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Part A – Agreement

Part B – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements

Part C – Subrecipient Information, Project Scope, and Timeline

Part D – Project Budget

Part E – Performance Measures and Reporting

Part F – Financial Reporting

Part G – Reimbursement Request Form

Part H – Duplication of Benefits Certification

XVIII. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person sighing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Phyllis Persinger

CEO or Representative
Volunteer Behavioral Health Care System

Date:
08/18/2022

CITY OF MURFREESBORO

_____
Shane McFarland, Mayor

Date:_____

APPROVED AS TO FORM:

_____
Adam F. Tucker, City Attorney

PART B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its departments, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Subrecipient shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

C. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

D. CIVIL RIGHTS REQUIREMENTS.

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

2. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, Subrecipient shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Agreement. Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Subrecipient shall refrain from discrimination against present and prospective employees for reason of age.

4. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

E. If Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients and contractors also comply with Title VI and other applicable authorities covered in this document.

PART C

SUBRECIPIENT INFORMATION, PROJECT SCOPE, AND TIMELINE

I. SUBRECIPIENT INFORMATION

Subrecipient:	Volunteer Behavioral Health Care System
SAM UEI:	K7EEB8JCX1N1
Grant & CFDA:	American Rescue Plan Act (ARPA) – CFDA 21.027
Award Amount:	$500,000
Address:	1504 Williams Dr.
City:	Murfreesboro
State:	Tennessee
Zip Code + 4:	**37129-3247**
Contact Person:	Dawn J. Carlton, VP, Chief Financial Officer
Contact Email:	dcarlton@vghcs.org
Contact Phone:	423-825-4345

II. PROJECT SCOPE

Project Overview: The Project funded by this Agreement is to underwrite the cost of establishing additional collaborative resources between the Murfreesboro Police Department and Volunteer Behavioral Health Care crisis response and crisis intervention by expanding an existing Memorandum of Understanding for one Mental Health Co-Responder currently in place to providing two additional Mental Health Co-Responders and providing extended hours of coverage.

Providing Behavioral Health Services to Address Mental Health and Substance Abuse Challenges exacerbated by the Pandemic and Providing Community Violence Interventions:

(1) **Background** – Subrecipient provides behavioral health services across 32 counties in Middle, Upper Cumberland, and South East Tennessee, and is the designated Mobile Crisis provider for adults in 29 Tennessee Counties. In addition to the Co-Responder program and as part of the Mobile Crisis continuum Subrecipient operates a Crisis Call Center ("Call Center") which serves to centrally coordinate triage and dispatch efforts in order to provide timely and effective Mobile Crisis services. The Call Center is also part of the National Suicide Prevention Lifeline. Subrecipient also operates three Crisis Walk-in Centers (Chattanooga, Cookeville, and Cleveland) which include Pre-Arrest Diversion Programs as well as Crisis Stabilization Unites for adults in Chattanooga and Cookeville.

The goal of Co-Responders is to assist individuals and families that are experiencing a behavioral health crisis in resolving the crisis in the most clinically appropriate, least restrictive, and safest method. Co-Responders provide services to individuals in their community environment whenever possible. Co-Responders work to provide linkage and referrals to appropriate short and long-term resources.

Local law enforcement agencies are frequently asked to respond to calls for assistance involving individuals who are in a psychiatric crisis (defined in this Agreement as a mental health conditions requiring immediate

intervention to prevent further psychological or situational deterioration or injury to self or others).

It is the expectation of both Co-Responder and MPD that by working cooperatively and sharing respective expertise, they will be able to assist each other and provide the most appropriate response in individual situation.

(2) Co-Responder Role

a. Co-Responders will assist law enforcement in responding to individuals in the community having a mental health crisis to provide de-escalation, assessment, resources and linkage to services. The Co-Responder and law enforcement will work collaboratively to provide better outcomes and services to those in need. The combined expertise of the responder and law enforcement will allow for increased safety and on-scene evaluation to help individuals obtain the most appropriate level of care while avoiding unnecessary emergency department admissions and offering an alternative to incarceration for crimes related to their mental illness.

b. Co-Responders will adhere to prevailing and current confidentiality laws when interacting with law enforcement with respect to a psychiatric emergency ensuring the safety of the person in crisis and/or the public. Co-Responders will provide information without written consent from the client, subject to the requirements and restrictions of the Health Insurance Portability and accountability Act ("HIPAA") and all other applicable laws and MPD policies in the following situations:

i. In an emergency where there is a threat of immediate harm to self or others, Co-Responders will exchange information with police, other service providers, family members, or other collateral individuals of the consumer who have need to know.

ii. Staff will follow all laws related to reporting of child, dependent, elderly adult abuse and/or domestic violence abuse.

c. Co-Responders will respond, with a designated officer, to calls dispatched from the 911 call center or other Law Enforcement sources to a person in crisis, or a call for collaterals including hospital personnel, family members, etc. The mode of transportation utilized by the Co-Responder in responding to a scene will be dependent on circumstances present. Modes of transportation may include utilizing the Co-Responder's own vehicle or when possible, transportation by a MPD officer in a Department vehicle.

d. Co-Responders will not respond for face-to-face consultation to any situation that may pose a danger or potential danger to consumer, staff, or others without first requesting MPD involvement. The assessment of danger or potential danger will be at the discretion of Co-Responders. Co-Responders will discuss the situation with officers on scene and determine the nature of the crisis. Co-Responder will not remain in any location deemed unsafe if law enforcement involvement has been requested and on scene officers must leave.

e. During a face-to-face response Co-Responders will evaluate the situation and arrange for the most appropriate disposition.

f. Unless an individual is deemed to meet criteria under T.C.A. § 33-6-404, the services that can be rendered are voluntary, this includes Pre-Arrest Diversion, Crisis Stabilization Unite, Respite, Observation, Outpatient and Alcohol and Drug services.

g. If the person in crisis needs to be transported and is not in need of secure transportation per Mobile Crisis evaluation, Co-Responders will attempt to arrange transportation to the appropriate psychiatric facility by any other means available. If an emergency petition is required in accordance with T.C.A. § 33-3-404, Co-Responder may request MPD provide transportation for medical clearance.

h. Co-Responders will be available to MPD for in-service training in mental health related topics as requested.

i. Subrecipient will provide behavioral health crisis assessments when consulted and as appropriate via

telehealth with MPD as space and equipment are available.

j. Subrecipient acknowledges that law enforcement utilizes body cameras or other recording devices which will not be turned off and will record all interactions, which may include interactions involving Co-Responder consultations and assessments.

(3) Law Enforcement Role

a. The MPD may contact the Co-Responder for consultation on a case involving a psychiatric crisis. In cases of behavior that may not result directly from mental illness, MPD will use their judgment to determine Co-Responder involvement.

b. Should MPD feel a person in a psychiatric crisis is in immediate need for evaluation and Mobile Crisis staff cannot respond in person immediately for any reason, officers have the ability to complete a T.C.A. §33-6-401 (Title 33, Chapter 6, Part 4, Tenn. Code Annotated) requesting an examination for emergency admission, which allows for law enforcement transport and initiates a request for consumer to be seen for emergent needs (i.e. deemed danger to self or others, cannot be maintained in current environment).

c. MPD and Co-Responders will work collaboratively to evaluate the person in crisis and coordinate the most appropriate disposition.

d. MPD will provide information on applicable laws and department orders/procedures regarding emergency evaluation to Co-Responders.

e. MPD will take all necessary steps to protect the integrity and security of the recorded footage gathered by the use of body cameras or other recording devices.

III. PROJECT TIMELINE

The overall project must comply with the timelines in Section II and III of the Agreement (Part A). Below is an estimated timeline of this Project.

August 1, 2022	Signed Subrecipient agreement completed
October 30, 2022	2 Co-responders have been hired and issued a start date no later than November 1, 2022
November 2022 to June 2024	2 Co-responders are providing 80 hours of coverage per week to assist MPD in Mental/Behavioral Health crisis calls

PART D

Program BUDGET

Expense	Amounts
Salaries: Two Co-responder positions at $23.00 per hour 40 hours each-100% of time dedicated to project x 20 months (80 weeks) (2 x $23 x 40 x 80)	$ 147,200
Supervision: 25% of time (10 hours per week) for lead staff to provide supervision and management of Co-responders performance and duties. ($40 x 10 x 80)	$32,000
Benefits: Taxes, medical, 401K, unemployment, life, etc. (27% of total salary costs)	$48,384
Total Salaries	**$227,584**
Supplies: Computer under $5,000, peripherals, basic office, Insurance, Communications	$20,000
Travel: Local travel only, agency mileage rates apply	$5,000
Overhead (10%)	$50,000
Diversion Funds*: Hotel/Motel Vouchers, medical assistance (supplies, prescriptions-payments), transportation costs	$197,416
Total Expenses	**$500,000**

***Note: Gift cards cannot be purchased with Diversion Funds and no funds can be given directly to client. Diversion funds must be paid directly to a valid vendor with adequate invoices, receipts and other support documents to justify expense and validate appropriate use of funds.**

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PART E

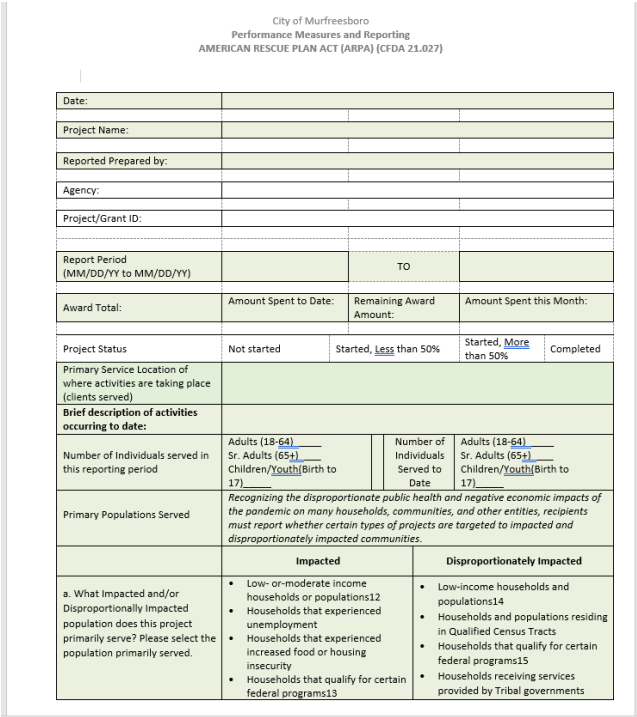
PERFORMANCE MEASURES AND REPORTING

Performance measure reports are to be completed using the form below and in accordance with the following schedule. The performance measure reporting form will be furnished as an excel template and provided to the Subrecipient upon execution of this Agreement. The Subrecipient shall answer all questions and provide all requested supporting documentation in accordance with the Agreement (Part A).

Performance Measures and Reporting (PMR) Schedule

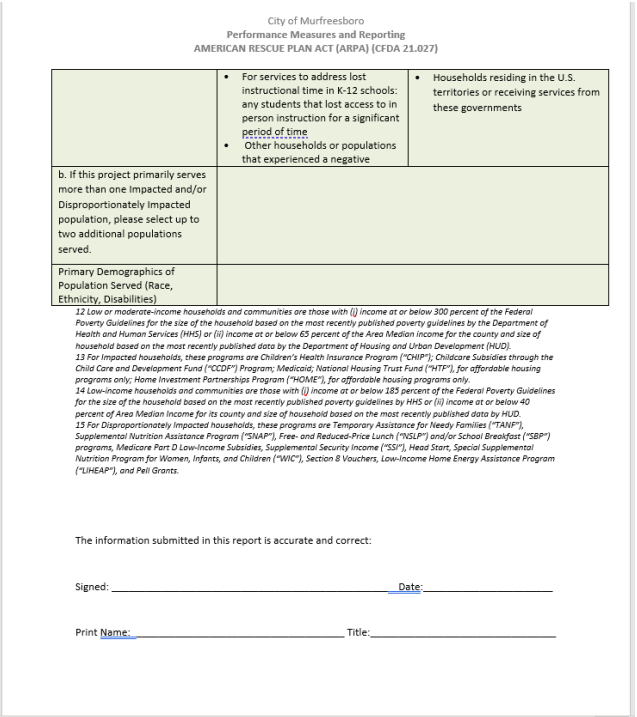
Report	Required Frequency	Report Period Start Date	Report Period End Date	Reporting Due Date
PMR August 2022	Monthly	8/1/22	8/31/22	10/15/22
PMR September 2022	Monthly	9/1/22	9/30/22	11/15/22
PMR October 2022	Monthly	10/1/22	10/31/22	12/15/22
PMR November 2022	Monthly	11/1/22	11/30/22	1/15/23
PMR December 2022	Monthly	12/1/22	12/31/22	2/15/23
PMR January 2023	Monthly	1/1/23	1/31/23	3/15/23
PMR February	Monthly	2/1/23	2/28/23	4/15/23
PMR March 2023	Monthly	3/1/23	3/31/23	5/15/23
PMR April 2023	Monthly	4/1/23	4/30/23	6/15/23
PMR May 2023	Monthly	5/1/23	5/31/23	7/15/23
PMR June 2023	Monthly	6/1/23	6/30/23	8/15/23
PMR July 2023 ***	Monthly	7/1/23	7/31/23	9/15/23

*** remainder of grant period August 2023 to June 30, 2024 will follow same reporting periods and guidelines with applicable 2023 and 2024 dates for the remaining months.



City of Murfreesboro
Performance Measures and Reporting
AMERICAN RESCUE PLAN ACT (ARPA) (CFDA 21.027)

Date:				
Project Name:				
Reported Prepared by:				
Agency:				
Project/Grant ID:				
Report Period (MM/DD/YY to MM/DD/YY)		TO		
Award Total:	Amount Spent to Date:	Remaining Award Amount:	Amount Spent this Month:	
Project Status	Not started	Started, Less than 50%	Started, More than 50%	Completed
Primary Service Location of where activities are taking place (clients served)				
Brief description of activities occurring to date:				
Number of Individuals served in this reporting period	Adults (18-64)____ Sr. Adults (65+)____ Children/Youth(Birth to 17)____	Number of Individuals Served to Date	Adults (18-64)____ Sr. Adults (65+)____ Children/Youth(Birth to 17)____	
Primary Populations Served	*Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities.*			
	Impacted	**Disproportionately Impacted**		
a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please select the population primarily served.	• Low- or-moderate income households or populations12 • Households that experienced unemployment • Households that experienced increased food or housing insecurity • Households that qualify for certain federal programs13	• Low-income households and populations14 • Households and populations residing in Qualified Census Tracts • Households that qualify for certain federal programs15 • Households receiving services provided by Tribal governments		



City of Murfreesboro
Performance Measures and Reporting
AMERICAN RESCUE PLAN ACT (ARPA) (CFDA 21.027)

	• For services to address lost instructional time in K-12 schools: any students that lost access to in person instruction for a significant period of time • Other households or populations that experienced a negative	• Households residing in the U.S. territories or receiving services from these governments
b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.		
Primary Demographics of Population Served (Race, Ethnicity, Disabilities)		

12 Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).
13 For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.
14 Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.
15 For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

The information submitted in this report is accurate and correct:

Signed: _____ Date:_____

Print Name:_____ Title:_____

PART F

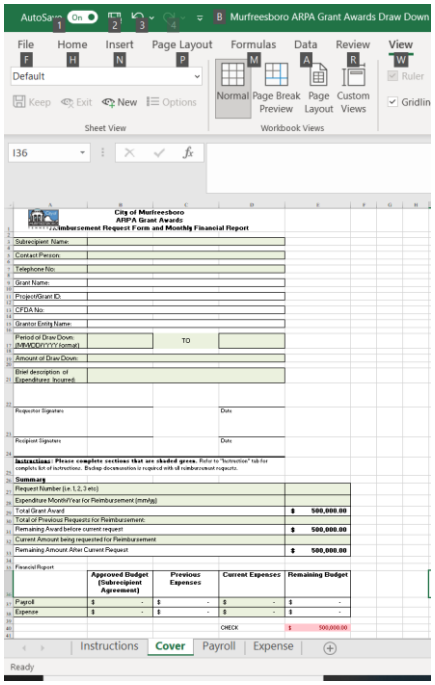
FINANCIAL DRAWDOWNS AND REPORTING

Financial drawdowns and reports are to be completed using the form below and in accordance with the following schedule. The financial reporting form will be furnished as an excel template and provided to the Subrecipient upon execution of this Agreement. The Subrecipient shall answer all questions and provide all requested supporting documentation in accordance with the Agreement (Part A).

Financial Drawdowns and Reporting (FDR) Schedule

Report	Required Frequency	Report Period Start Date	Report Period End Date	Reporting Due Date
FDR August 2022	Monthly	8/1/22	8/31/22	10/15/22
FDR September 2022	Monthly	9/1/22	9/30/22	11/15/22
FDR October 2022	Monthly	10/1/22	10/31/22	12/15/22
FDR November 2022	Monthly	11/1/22	11/30/22	1/15/23
FDR December 2022	Monthly	12/1/22	12/31/22	2/15/23
FDR January 2023	Monthly	1/1/23	1/31/23	3/15/23
FDR February	Monthly	2/1/23	2/28/23	4/15/23
FDR March 2023	Monthly	3/1/23	3/31/23	5/15/23
FDR April 2023	Monthly	4/1/23	4/30/23	6/15/23
FDR May 2023	Monthly	5/1/23	5/31/23	7/15/23
FDR June 2023	Monthly	6/1/23	6/30/23	8/15/23
FDR July 2023 ***	Monthly	7/1/23	7/31/23	9/15/23

*** remainder of grant period August 2023 to June 30, 2024 will follow same reporting periods and guidelines with applicable 2023 and 2024 dates for the remaining months. FINAL DRAWDOWN AND CLOSEOUT REPORT must be submitted by JULY 15, 2024



PART G

DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, Volunteer Behavioral Health Care System, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Murfreesboro (City) has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City in the event that it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

_____

Month of Reimbursement Request

_____

Signature of Volunteer Behavioral Health Care System, Signing Agent

_____

Printed Name

_____

Title

_____

Date

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Acquisition of properties for the Church / Broad Street Intersection Improvements

Department: Engineering

Presented by: Michele Emerson, City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Acquisition of property for the Church and Broad Street intersection improvements.

Staff Recommendation

Approve condemnation of two properties needed for the intersection improvements at Church and Broad Street.

Background Information

Council previously approved improvements to the Church Street/S.E. Broad Street intersection that enhance traffic flow and pedestrian movements in and out of the Central Business District area. Improvements include an additional southbound right-turn lane along Church St., an additional westbound right turn lane along Broad St., and streetscaping and multiuse sidewalks along both sides of the Church St. corridor.

These improvements require the acquisition of the used car lots at the northeast and southeast corners of the Church Street and Broad Street intersection. These lots do not conform to current zoning and add to the blight of the area. Acquisition of the right-of-way and easements necessary for the intersection improvements renders the residual area unusable as a standalone parcel.

In June, staff obtained appraisals and both properties and negotiated subject to Council approval a reasonable purchase price of $650,000 for each lot on June 21, 2022. The landowner has refused to respond the City's final offer. Staff proposes to proceed with a condemnation action and tender the appraised values.

Council Priorities Served

Improve economic development

The proposed intersection improvements are required for traffic flow and pedestrian movements into downtown and the related public improvements will enhance a major entrance into the City encouraging economic activity.

Expand infrastructure

Upgrades to this intersection are necessary to improve vehicular and pedestrian movements entering and existing the downtown corridor.

Fiscal Impact

This expenditure, $920,000, will be funded by previously reallocated FY22 CIP Bond Proceeds.

Attachments

Overhead showing properties to be acquired.

Church St. and Broad St. Properties



COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Equipment Purchase

Department: Golf Department

Presented by: Trey Adams, Director of Golf

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

To approve price increase for the purchase of new equipment for Old Fort Golf.

Staff Recommendation

Approve the contract amendment for equipment purchase.

Background Information

On September 2, 2021, City Council approved the purchase of two greens mowers and one fairway mower from our local supplier for Toro equipment, Smith Turf & Irrigation for $153,325. The order was placed at that time; however, equipment was unavailable and delayed. Due to significantly increased costs in raw materials, shipping, etc., the supplier has placed a material surcharge of $12,431 on the order over the original quote. This is a State contract item, with 22% off MSRP. Staff recommends the approval of the new pricing as other vendors have a year delay from now and have further increased pricing.

Council Priorities Served

Establish strong City brand

Utilizing specialized high-quality mowers is essential to maintain the turf of Old Fort Golf at a high level which is consistent with the expectations of the community.

Fiscal Impact

The total cost of the purchase is $165,756 and is fully funded in the FY22 CIP.

Attachments

1. Smith Turf and Irrigation Contract Amendment
2. Smith Turf & Irrigation Quote

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FIRST AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
SMITH TURF & IRRIGATION, LLC
FOR MOWERS AND ACCESSORIES

This First Amendment ("First Amendment") to the Contract, entered into September 2, 2021 ("Contract"), is effective as of this ____ day of _____, 2022, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Smith Turf & Irrigation, LLC, ("Contractor"), a limited liability company of the state of North Carolina.

RECITALS

WHEREAS, on September 2, 2021, the City entered into the Contract with Contractor for **One (1) Toro Reelmaster 5510-D Mower with accessories and Two (2) Toro Greensmaster TriFlex 3300 Hydraulic Mowers with accessories**; and,

WHEREAS, the term of the contract between the City and Contractor is currently from September 2, 2022 to March 31, 2023; and,

WHEREAS, the Contractor has experienced a material price and fuel surcharge from the manufacturer; and,

WHEREAS, the City is allowing the contractor this material and fuel cost-related price adjustment of $2,343.00 for the Reelmaster 5510-D Mowers and accessories and $5,044.00 for each of the Greensmaster TriFlex 3300 Mowers and accessories per Section 10 of the original contract.

NOW THEREFORE, the City and Contractor mutually agree as follows:

1. **Material and Fuel Cost Adjustment:** The price in Section 3 of the Contract is hereby amended to a price of $70,983.78 for the Reelmaster 5510-D Mower and accessories and $47,386.08 each ($94,772.16 for both) for the Greensmaster TriFlex 3300 Mowers and accessories for total amended contract price of **$165,755.94**.

2. **No Other Amendment or Modification:** Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

ENTERED this the ____ day of _____, 2022.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

SMITH TURF & IRRIGATION, LLC

DocuSigned by:
By: Brent Miller
FE6AA1B3AD57...
Brent Miller, Sales Manager

Approved as to form:

DocuSigned by:
Adam F. Tucker
43A2035E54F9401...
Adam F. Tucker, City Attorney

DocuSign Envelope ID: FE6AA1B3-AD57-48CD-B2C3-D6F7E57C2AEC

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:
Old Fort Golf Course
Marty Mayo

STI 1925

Quoted From:
Nashville Office
525 Fairground Ct
Nashville, TN 37211

Account Executive: Jeff Wyatt
704-512-9121

Qty	Model	Description	Unit Price	Extended
1	**03607**	**Reelmaster 5510-D**	$46,256.34	**$46,256.34**
5	*03641*	*22 Inch 7-Inch, 11-Blade (Fsr) Forward Swept Reel Edgeseries*	*$3,008.46*	*$15,042.30*
1	*03408*	*7 Inch Powered Rear Roller Brush For Cutting Units Without Groomers (Kit Of 5)*	*$2,919.54*	*$2,919.54*
1	*03655*	*Cross Trax All-wheel drive kit*	*$3,889.86*	*$3,889.86*
1	*03667*	*Seat Suspension, Air Ride*	*$532.74*	*$532.74*
			Total:	**$68,640.78**
			Material Surcharge	$2,343.00
			New Total:	**$70,983.78**
2	**04510**	**Greensmaster TriFlex 3300 Hydraulic**	$26,769.60	**$53,539.20**
6	*04655*	*14 Blade Cutting Unit*	*$2,491.32*	*$14,947.92*
6	*04255*	*Narrow Wiehle Roller (One roller)*	*$320.58*	*$1,923.48*
6	*04648*	*Universal Groomer Drive*	*$1,554.54*	*$9,327.24*
6	*04802*	*Twin Tip Groomer Blade Assembly (21 Inch)*	*$616.20*	*$3,697.20*
2	*04554*	*Light Kit - LED*	*$517.14*	*$1,034.28*
2	*131-2048*	*Rear Light Kit*	*$107.42*	*$214.84*
			Total:	**$84,684.16**
			Material Surcharge	$10,088.00
			New Total:	**$94,772.16**

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Qty	Model	Description	Unit Price	Extended

***Tennessee State Contract 66022 - 22% off MSRP**

***Sales Tax Not Included**

Payment Terms:	**Net 10th Prox (Upon Credit Approval)**	**Sub Total**	$153,324.94
The Above Prices and Terms Are Subject To Change At Any Time. Due to Worldwide Supply Chain Volatility, Some Orders May Experience Price Increases Beyond the Control of STI and Our Vendors. Price Adjustments May Be Required Between the Time of Order and Delivery. STI Will Communicate any Changes to Customers as They Occur.		**Material Surcharge**	$12,431.00
		Total	**$165,755.94**

Quote Prepared By: Jeff Wyatt **Date:** 7/26/2022

Quote Accepted By: _____ **Date:** _____

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Skate Park and Pump Track Design Contract

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Contract with Griggs and Maloney, Inc., for design services for a skate park and pump track to be located at Old Fort Park.

Staff Recommendation

Approve contract with Griggs and Maloney, Inc.

Background Information

In 2021, a feasibility study was completed to assess the need for a skate park along with a pump track and potential locations for development of the facility. The study determined that Old Fort Park would serve as the best location for Murfreesboro's first skate park.

As part of this proposal, Griggs and Maloney, Inc., will utilize the services of respected skate park developers to design specific elements of the park, conduct public input meetings, develop site plans that meet City requirements, and provide final technical design and construction drawings for bidding.

Council Priorities Served

Establish strong City brand

The addition of a skate park will be an amenity for the City residents and add a facility to the Parks Department that will be well used.

Fiscal Impact

The expense, $98,975, is funded by the Department's FY 23 operating budget.

Attachments

1. Griggs and Maloney, Inc., Design Services Proposal
2. Aerial of Skate Park Location

GRIGGS & MALONEY
INCORPORATED
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

June 29, 2022

Mr. Nate Williams, Director
Parks and Recreation Department
City of Murfreesboro
P.O. Box 748
Murfreesboro, Tennessee 37133

RE: SKATEPARK AND PUMPTRACK DESIGN SERVICES PROPOSAL – MURFREESBORO COMMUNITY SKATEPARK

Dear Mr. Williams:

Thank you for considering our team for modern skatepark development assistance. We believe this project will be an excellent investment in the youth and families of Murfreesboro and a welcome addition to the community. Griggs & Maloney is pleased to submit the following scope of work and price for site planning and skatepark design services. We understand that our professional services will be focused on the development of a cast-in-place municipal concrete skatepark/pump track and immediate landscape interfaces with an overall project budget of $860,000. Our work program will include the following:

Phase 1: Site Analysis, Community Consultation and Concept Design (16-week schedule)

- Topographic Survey;
- Geotechnical Exploration;
- Project initiation meeting to review site and intended program for skatepark and pump track development;
- Organization of site base data and creation of analysis drawings;
- Creation of scaled 2D color PRELIMINARY concept drawings and order of magnitude cost estimate;
- Development of FINAL facility concept design. Deliverables include scaled, 3D facility renderings and budget analysis to confirm estimated facility construction budget;
- Provision of 2 interactive public design input/review meetings (includes online surveys); and
- Coordination and progress review meetings with City.

Phase 1 Price: $37,250.00

Phase 2: Site Planning - Preparation and Submission (8-week Schedule)

- Development of site plans to meet the COM Site Plan requirements including parking, sidewalk connections, stormwater management, landscaping, and photometric plans;
- Site plan submission to the City, and resubmittal as required; and
- Rough Order of Magnitude cost estimate.

Phase 2 Price: $14,000.00

Phase 3: Technical Design and Construction Drawings (12-week schedule)

- Production of all site and skatepark technical drawings - submissions and reviews with the Owner at 30%, 60%, 90%;
- Electrical/lighting design; and
- Production of Contract and Technical Specifications.

Phase 3 Price: $47,725.000

Proposed Cost

Griggs & Maloney proposes to perform the tasks above for a lump sum cost of $98,975 in accordance with our standard billing rates and in accordance with the attached terms and conditions.

Proposal Assumptions

- Public meeting venue and distribution of advertising materials to be provided by others;
- Direct expenses such as advertising and permit or application fees not included within the proposed cost;
- Restroom or other amenities design not included within this scope of work; and
- Bidding phase and construction phase services not included in this proposal.

To accept the conditions of this proposal please sign below and return a copy to us as our authorization to proceed. If you have any questions regarding the proposal, please call me at (615) 895-8221. Thank you for the opportunity to propose on this work.

Sincerely,
Griggs & Maloney, Inc.

Ryan W. Maloney, P.E.
Principal

ACCEPTED BY CITY OF MURFREESBORO

SHANE MCFARLAND, MAYOR — DATE

APPROVED AS TO FORM

ADAM TUCKER, CITY ATTORNEY — DATE

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any loses or injuries that occur at the Project site.

2. INSURANCE

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of $1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

3. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

4. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project: (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 15% incurred by the CONSULTANT.

5. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

6. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

7. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.

8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably

ascertain.

13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

END OF STANDARD TERMS AND CONDITIONS

GRIGGS & MALONEY, INC.

STANDARD RATES
January 2022

	Per Hour Rate
Principal	$190.00 - $195.00
Senior Project Manager	$155.00 - $185.00
Senior Engineer/Project Manager	$160.00 - $185.00
Project Engineer	$135.00
Engineer II	$125.00
Engineer I	$80.00 - $90.00
Planner	$120.00
Environmental/Health &Safety	$125.00
Sr. Environmental Scientist/Biologist	$115.00
Environmental Scientist/Biologist	$90.00
Sr. Geologist	$115.00
Environmental Specialist	$50.00 - $80.00
Drafting/CADD Operator	$100.00
Technician	$80.00
Clerical	$65.00
Administrative	$140.00
Resident Representative	$40.00 - $80.00

ADDITIONAL CHARGES

Mileage	$0.68 per mile
Per Diem	
Meals	$ 41.00 per day
Lodging	$150.00 per day
Direct Costs/Subcontractor Costs	Cost plus 15 %
Copies (8.5"x11")	$0.10 per copy
Printing: 24"x36" Black & White	$0.90 each
Printing: 24"x36" Color	$18.00 each
Printing 24"x36" Aerial-Gray	$12.00 each



N

30 0 30 60 90

SCALE IN FEET

Proposed Skate Park at Old Fort Park

Murfreesboro, Tennessee

Project No. 226-205 August 2022

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GRIGGS & MALONEY INCORPORATED
Engineering & Environmental Consulting
P.O. BOX 2968, MURFREESBORO, TN 37133-2968
(615) 895-8221 * FAX (615) 895-0632

FILE NAME:L:\ENGINEERING\226 CITY OF MURFREESBORO\226-205 SKATEPARK\DRAWINGS\226-205 SKATE PARK PROPOSAL.DWG

COUNCIL COMMUNICATION

Meeting Date: 8/18/2022

Item Title: Contract with Axon Enterprises for Body and In-Car Camera Solution

Department: Police

Presented by: Chief Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Enter into contract with Axon Enterprises to provide Police personnel with body worn cameras and patrol units with in-car video in a hosted solution.

Staff Recommendation

Approval to enter into contract with Axon Enterprises to provide body worn, in-car and evidence storage for Police personnel and patrol units.

Background Information

The Police Department performed a test and evaluation period with three vendors beginning in March 2022. Each vendor supplied three units for testing in various lighting and noise conditions. Test equipment from each vendor was placed on an Evening, Midnight and Traffic unit to collect different environmental samples. After a round table review of the collected video, performance evaluation of the equipment and evaluation of the evidence storage solution with staff, it was the consensus of staff to proceed with the Axon solution.

Council Priorities Served

Maintain Public Safety

Providing accountability to the citizens and video evidence for all sworn officers to promote effective public safety.

Fiscal Impact

The contract will be 129 months with annual payments to be funded from the Police operational account. The initial FY23 payment will be $321,229. Future annual funding terms are as follows:

FY23	$321,229
FY24-27	$817,958
FY28-33	$734,053

The total contract will be $7,997,384. This will include all hardware, software and storage costs for the term of the contract along with four hardware refreshes and any software enhancements. This purchase is being made through Sourcewell co-op contract #01720-AXN.

Attachments

1. Master Service Agreement with Axon Enterprises
2. Quote Q-378928-44771.530TM from Axon Enterprises

COUNCIL COMMUNICATION

Meeting Date: 9/01/2022

Item Title: Purchase of Knuckle Loader Equipment

Department: Street Department

Presented by: Raymond Hillis, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of a 2024 International HV607 Chassis with Brush Hawg Knuckle Loader for Street Department

Staff Recommendation

Approve the cooperative purchase of one 2024 International HV607 Chassis with Brush Hawg Knuckle Loader.

Background Information

The proposed purchase is required for the Street Department's daily operations and will replace an existing knuckle loader. Knuckle loaders are used for large limb and brush removal in the tree crew's daily operations as well as in acts of nature and other emergency situations.

State statute and Council Resolution authorizes cooperative purchases. Purchase of the Brush Hawg Knuckle Loader is contracted through Sourcewell to provide the most competitive prices for the department's needs.

Council Priorities Served

Responsible Budgeting

Purchasing necessary equipment updates safety and allows efficient operations to provide required customer service.

Fiscal Impact

This expense, $195,864, is funded by the FY22 CIP Budget.

Attachments:

Contract with National Auto Fleet Group with price quotations

DocuSign Envelope ID: ABF7E14E-5626-4C29-AF53-97CEF2C3237A

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
72 HOUR LLC dba NATIONAL AUTO FLEET GROUP
FOR PURCHASE OF
2024 INTERNATIONAL HV607 CHASSIS WITH BRUSH HAWG KNUCKLE LOADER

This contract is entered into on this _____ day of _____, 2022 by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **72 Hour LLC, dba National Auto Fleet Group,** a limited liability company of the State of California ("Contractor"). This contract consists of the following documents:

- ***Sourcewell Purchasing Cooperative Agreement No.060920-NAF (hereinafter, "Sourcewell Agreement") all relevant documents located at:*** ***https://www.sourcewell-mn.gov/cooperative-purchasing/060920-naf#tab-contract-documents***
- ***Contractor's Proposals, Southland Transportation Group's proposal dated August 3, 2022 (Exhibit A) and National Auto Fleet Group's proposal No. 46567-01 dated August 2, 2022 (Exhibit B) and incorporated into this Contract by reference (hereinafter referred to collectively as "Contractor's Proposals")***
- ***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 Agreement***
- ***Contractors' Proposals***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase one (1) 2024 International HV607 Chassis with Brush Hawg Knuckle Loader from Contractor pursuant to the Sourcewell Agreement and Contractor's Proposals. Vehicle to be delivered by Sansom Equipment Company, an authorized dealer of International equipment.

2. **Term.** The term of this Contract shall be from the date first listed above (the "Effective Date") to the expiration of the Sourcewell Agreement on August 1, 2024 or as amended by Sourcewell. Contractor's performance may be terminated in whole or in part:
   - 2.1 Upon 30-day prior notice, for the convenience of the City.
   - 2.2 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.
   - 2.3 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.
   - 2.4 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.
   - 2.5 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.

3. **Payment and Delivery.**

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

   3.2 All items must be available for delivery within one year 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. Contact person: Raymond Hillis (615-893-4380, rhillis@murfreesborotn.gov) The equipment shall be delivered to the City of Murfreesboro, Street Department, 620 West Main Street, Murfreesboro, TN 37129.

   3.3 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.

   3.4 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 Agreement and Contractor's Proposals.

   3.5 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.

4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the above referenced Contract: One (1) 2024 International HV607 Chassis with Brush Hawg Knuckle Loader from Contractor pursuant to the Sourcewell Agreement for a total amount of **One Hundred Ninety-Five Thousand Eight Hundred Sixty-Seven Dollars and Sixty-Seven Cents ($195,867.67).**

5. **Warranty.** Contractor shall provide all warranties as described in the Sourcewell Agreement, as well as manufacturer's standard warranty.

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

8. **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.

9. **Modification of Contract.** This Contract 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 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.

12. **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.

13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination policy.

14. **Indemnification and Hold Harmless.**

    14.1 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.

    14.2 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.

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

        14.3.1 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.

        14.3.2 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:

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

14.3.2.2 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.

14.3.2.3 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.

14.3.3 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.

15. **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.

16. **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.

17. **Entire Contract.** This contract, the Sourcewell Agreement, and Contractors' Proposals 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.

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. **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.

    21.1 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

21.2 Notices to Contractor shall be sent to:

***Contractor*:**	**72 Hour LLC dba National Auto Fleet Group**
Attention:	**Jesse Cooper**
Address:	**490 Auto Center Drive**
	Watsonville, CA 95076

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.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Approved as to form:
DocuSigned by:
Adam F. Tucker
43ADC5911F3407...
Adam F. Tucker, City Attorney

72 HOUR LLC dba NATIONAL AUTO FLEET GROUP

DocuSigned by:
By: Jesse Cooper
9ACB5673CC1E4A1...
Jesse Cooper, Co-Owner and Fleet Manager

DocuSign Envelope ID: ABF7E14E-5626-4C29-AF53-97CEF2C3237A

EXHIBIT A

INTERNATIONAL®

August 02, 2022

Prepared For:
Sansom / HV Knuckle Boom
Josh Stringer
1225 VANDERBILT
BHAM, AL 35203-
(205)324 - 3104
Reference ID: HV Knuckle Boom

Presented By:
SOUTHLAND TRANSPORTATION GROUP
Bobby Vick
200 OXMOOR BOULEVARD
HOMEWOOD AL 35209 -
(205)942-6226

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 55000 Calc. Start / Grade Ability: 0.00% / 0.00% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 254.00, CA: 186.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 254.00 Wheelbase, 186.90 CA, and 61.00 Axle to Frame.

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : Pricing may change if axle configuration is changed.

ENGINE

12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022
12UAW	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12VBR	AIR CLEANER with Service Protection Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

Code	Description
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS

14ANY	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends .
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FRONT AXLES

2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

FRONT SUSPENSIONS

3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
3770	SPRINGS, FRONT AUXILIARY Rubber

CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side
16WSK	CAB REAR SUSPENSION Air Bag Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

Code	Description
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line
16XJN	INSTRUMENT PANEL Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16VZB	SEAT BELT COMFORT CLIP
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLD	BUMPER, FRONT Contoured, Steel
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1CGM	GVWR LIMITATION FOR FRAME Frame Rails Limited to 33,000 lb Maximum GVWR
1570	TOW HOOK, FRONT (2) Frame Mounted
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1WGS	WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

Code	Description
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBS	AIR DRYER {Bendix AD-9} with Heater
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WWZ	DRAIN VALVE (3) with Pull Chains for Air Tanks

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DGL	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL170, for 4x2/6x2

EXHAUST SYSTEMS

7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

Code	Description
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPR	ANTENNA for Increased Roof Clearance Applications
8THB	BACK-UP ALARM Electric, 102 dBA
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XNY	HEADLIGHTS Halogen
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8541	HORN, ELECTRIC (2) Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WBW	JUMP START STUD Remote Mounted
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8XBK	SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

Code	Description
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XKY	USB PORT (1) Located in the Instrument Panel
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

FRONT END

9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front
9WAC	BUG SCREEN Mounted Behind Grille
9HAD	GRILLE Chrome
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
10BAE	LABEL, DEF "DEF ONLY"
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WCY	SAFETY TRIANGLES

FUEL TANKS

15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

WHEELS, TIRES - FRONT

27DVN	WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135415	(2) TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

WHEELS, TIRES - REAR

28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135432	(4) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS

Code	Description
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

BODY INTEGRATION

60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
	Services Section:

WARRANTY

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Body/Allied Equipment

Code	Description

Goods Purchased

Code	Description

INTERNATIONAL®

Financial Summary 2024
HV607 SBA (HV607)

August 02, 2022

Chassis Only

Description Net	**(US DOLLAR)**	**Price**
MSRP Price:		$105,572.67

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EXHIBIT B

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 | (855) BUY-NJPA | (831) 480-8497
Fleet@NationalAutoFleetGroup.com

Raymond Hillis
City of Murfreesboro, TN
620 West Main Street
Murfreesboro, TN 37133
United States

8/3/2022

Dear Raymond Hillis

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration:

1 ea 2024 International HV607 Chassis with Brush Hawg Knuckle Loader

Which will be personally delivered to your department yard by Sansom Equipment Company's representative; **Danny Paladino**

Unit Cost	$195,864.67
Tax	
Total	**195,864.67**

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 060920-NAF.** Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497

1	ea	C-Model Multi Lever
1	ea	Upgrade to Electric/Air-Over-Hydraulic Joystick Controls
1	ea	Add Dual "Smart Lamps" in Lower Light Bar
1	ea	Steel surcharge
1	ea	Freight
1	ea	2024 International HV607

Quote valid for 30 days.

National Auto Fleet Group
A Division of Chevrolet of Watsonville

SANSOM Equipment Company

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BRUSH HAWG®

EXPERIENCE THE DIFFERENCE



SOLD BY:

SANSOM Equipment Company

BIRMINGHAM, AL	MOBILE, AL	SHELBYVILLE, TN	GEORGIA
(205) 324-3104	(251) 631-3766	(615) 815-8508	(706) 685-6900
parts1@secequip.com	parts2@secequip.com	parts3@secequip.com	parts4@secequip.com
service1@secequip.com	service2@secequip.com	service3@secequip.com	service4@secequip.com

DocuSign Envelope ID: ABF7E14E-5626-4C29-AF53-97CEF2C3237A

C-MODEL

STANDARD FEATURES

- 30" diameter slewing ring bearing
- 2-stage planetary gear box and disc valve motor
- 20'-8" overall reach
- Dual stand-up operator stations w/ direct linkage controls
- 4-way adjustable stabilizers
- 48" x 60" bucket w/ bolt on cylinder covers
- 15 ton scissor hoist
- 5 Micron synthetic drop-in return filter
- 18' dump body w/ 24" walk-through



OPTIONAL FEATURES

- Air over hydraulic joystick controls
- 23 ton scissor hoist
- Tarp system
- Custom dump body configurations
- Custom lighting packages
- HardOx body
- Dual barn doors
- Boom mounted work lights
- 48" exterior tool box

C-MODEL COMBO UNIT

STANDARD FEATURES

- C-Model grapple loader installed behind cab
- Dual joystick control stations
- GALFAB 60,000-lb. cable hoist
- Inside/outside cab cable hoist controls
- All LED body lights
- Full steel tandem axle fenders
- Full steel recessed light bumper
- Rear vision camera system
- 22' roll off style dump body



OPTIONAL FEATURES

- Air over hydraulic joystick controls
- 23 ton scissor hoist
- Custom dump body configurations
- Custom lighting packages
- 48" exterior tool box
- Dual rear bumper work lights
- Integrated manual tarp system

AWC-MODEL

STANDARD FEATURES

- Standard C-Model dump body
- Roll-Rite Electric tarp System
- Patented in-cab control system
- Freightliner M2 crew cab chassis (built exclusively for Brush Hawg)
- Air/electric over-hydraulic joystick controls
- Multiple camera systems
- 30" diameter slewing bearing
- 18" tapered dump body
- Telescopic tip boom extension
- 15 ton scissor hoist
- Single stage direct mount pump



OPTIONAL FEATURES

- 23 ton scissor hoist
- Hydraulic oil cooler assembly
- Bolt-on stabilizer pads
- 4 corner amber strobe lights
- Dual Smart Lamps
- 48" exterior tool box
- Continuous floor-to-wall interior gussets

SANSOM Equipment Company

DEMONSTRATIONS AND STOCK AVAILABLE

INSIDESALES@SECEQUIP.COM

WWW.SECEQUIP.COM

COUNCIL COMMUNICATION

Meeting Date: 09/01/2022

Item Title: Gateway Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Appointment to the Gateway Commission.

Background Information

The Commission makes informed recommendations to City Council about the sale, lease, gift or other use of Murfreesboro Gateway property which recommendation shall then be accepted or rejected in their totality by the City Council. As established by Resolution 03-R-29, there are five appointed members for 3-year terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Attachments:

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

September 1, 2022

Members of City Council

RE: Recommended Appointment – Gateway Commission

As an item for the City Council Agenda, I am recommending the following reappointment to the Gateway Commission.

Reappoint Ms. Kathy Nobles (term expires October 1, 2025)

Sincerely,

Shane McFarland

Mayor Shane McFarland

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov