

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Murfreesboro Police Headquarters – Community Room – 11:30 AM
January 15, 2020

New Business

Workshop Items

1. Budget and Financials Update (Administration)
 - a. Mid-Year Budget review
 - b. November Dashboard Information
2. Strategic Partnerships (Community Services)
3. Anticipated Proposed Solid Waste Ordinance Revisions (Solid Waste)
4. Request for Competitive Sealed Proposal for Camera Fleet Tracking System (Solid Waste)
5. Draft Water Sales Contract with Marshall County (Water Resources)

Licensing

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 01/15/2020

Item Title: November 2019 Dashboard
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary

November 2019 Dashboard packet

Background Information

November's dashboard information includes relevant Financial, Building & Codes, Risk Management and Construction data.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Providing Council with assessable financial information on a regular basis assists in critical decision-making about the fiscal affairs of the City.

Fiscal Impacts

None

Attachments:

1. November 2019 Dashboard
2. City Schools November Dashboard

COUNCIL COMMUNICATION

Meeting Date: 01/15/2020

Item Title: FY 2020 Mid-Year Budget Review

Department: Administration

Presented by: Erin Tucker, Budget Director

Summary

FY 2020 Mid-Year Budget Review

Background Information

The General Fund mid-year budget review will be presented to Council.

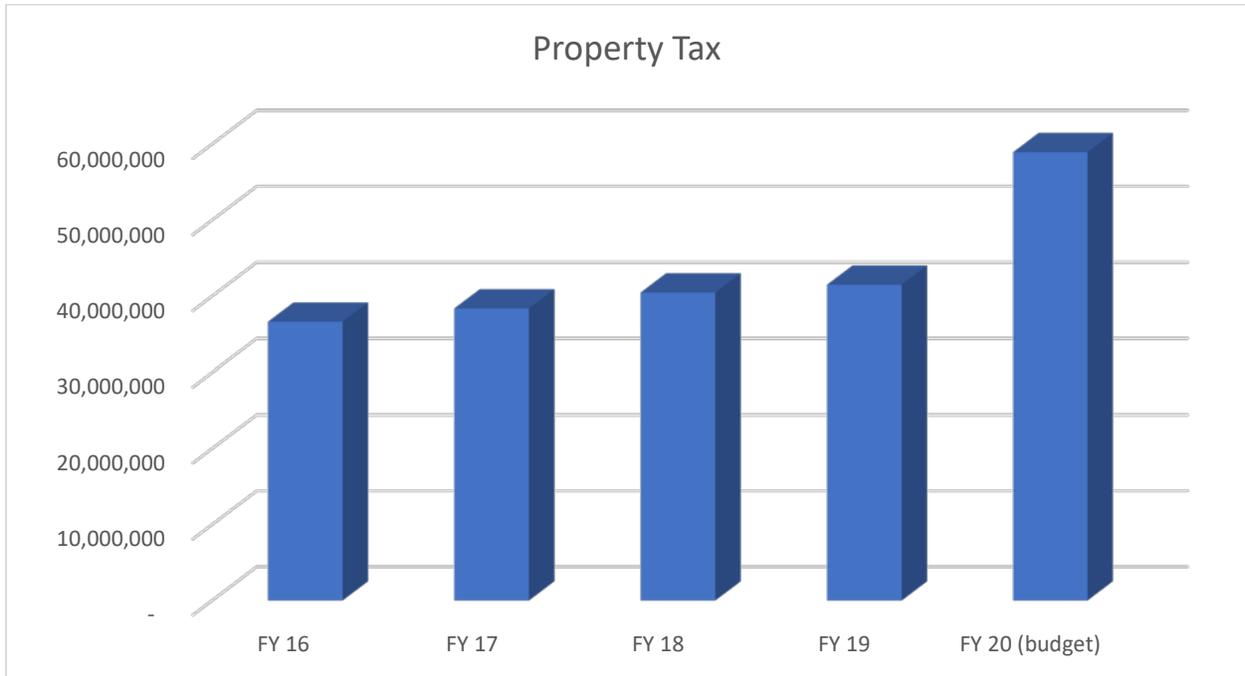
Council Priorities Served

Responsible budgeting

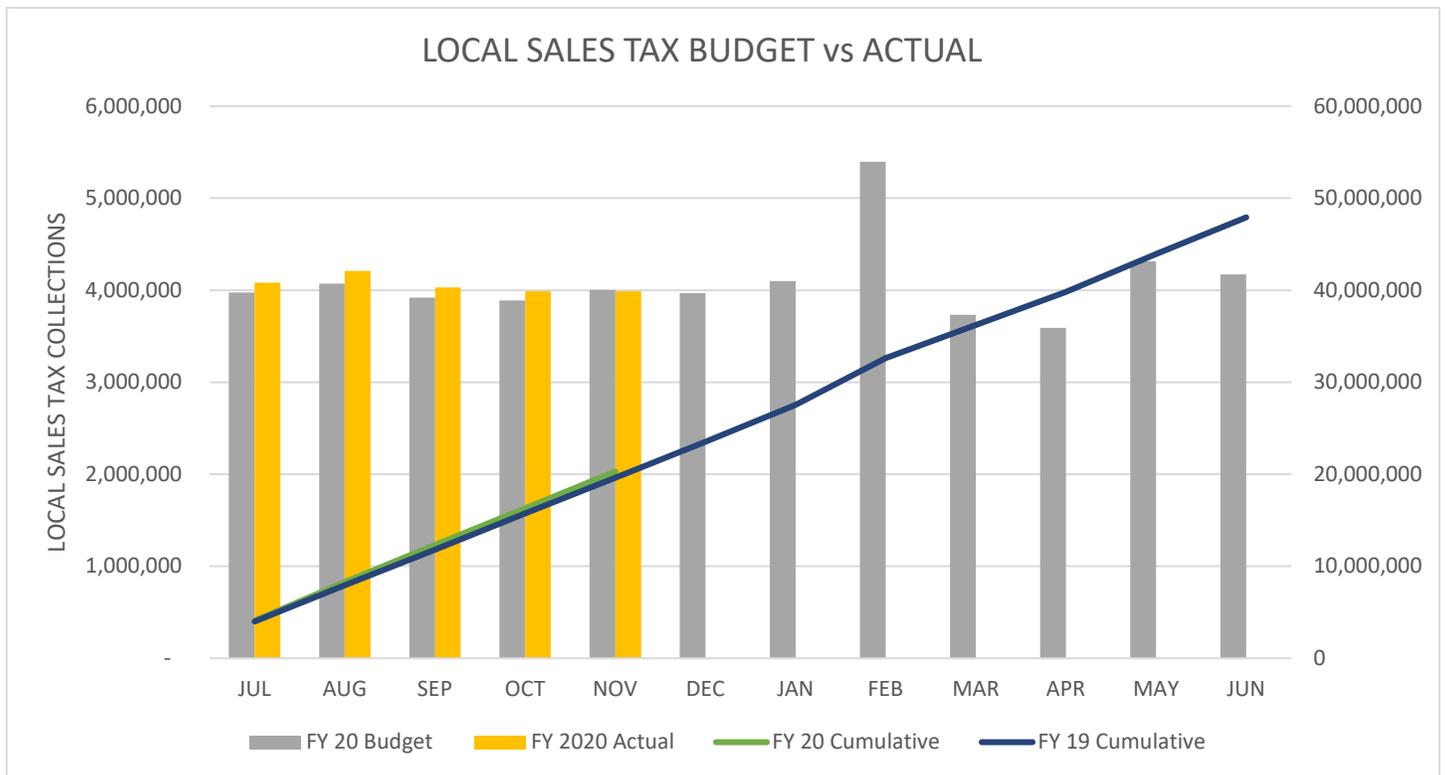
Fiscal Impacts

None

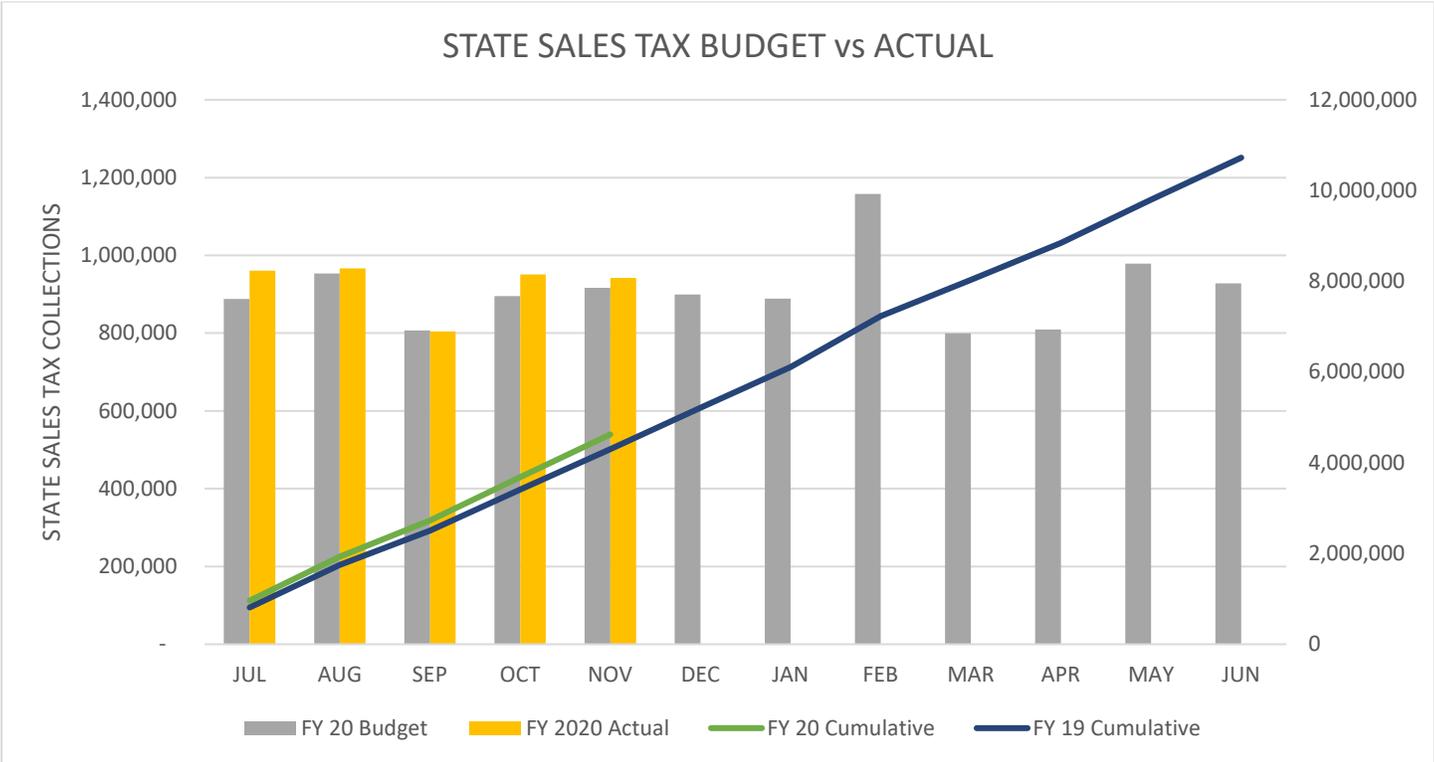
NOVEMBER DASHBOARD



Property Tax notices were mailed in early October. The tax roll from the County Assessor’s office came in around \$60M. Our % of Collections are in line with last year. Receipts through November are running around 14.6% of the total roll as compared to around 14.8% for the same time last year.

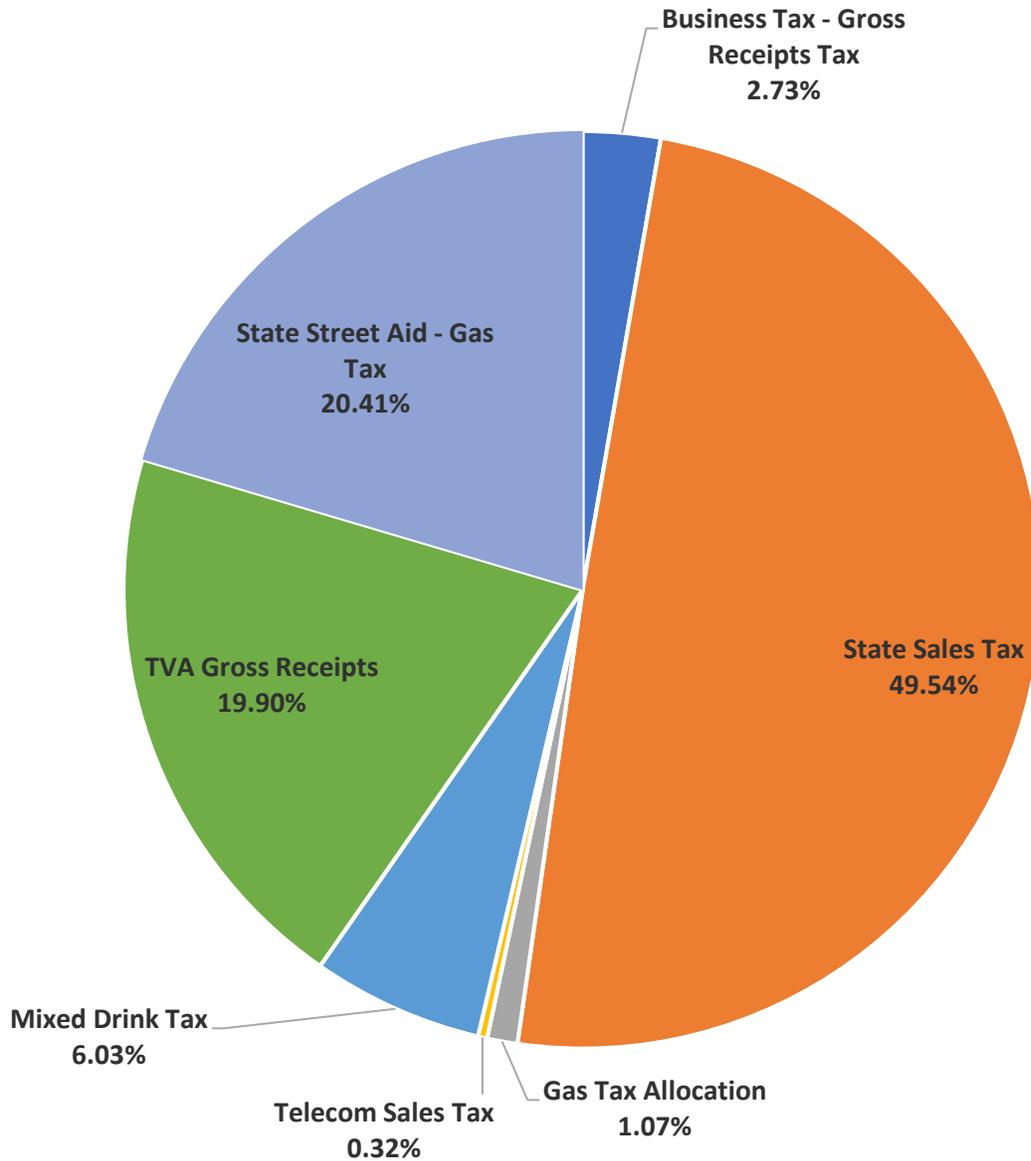


Local Option Sales Tax for FY 20 is running about 3.4% above FY 19 and is coming in about 2.2% above budget through November.

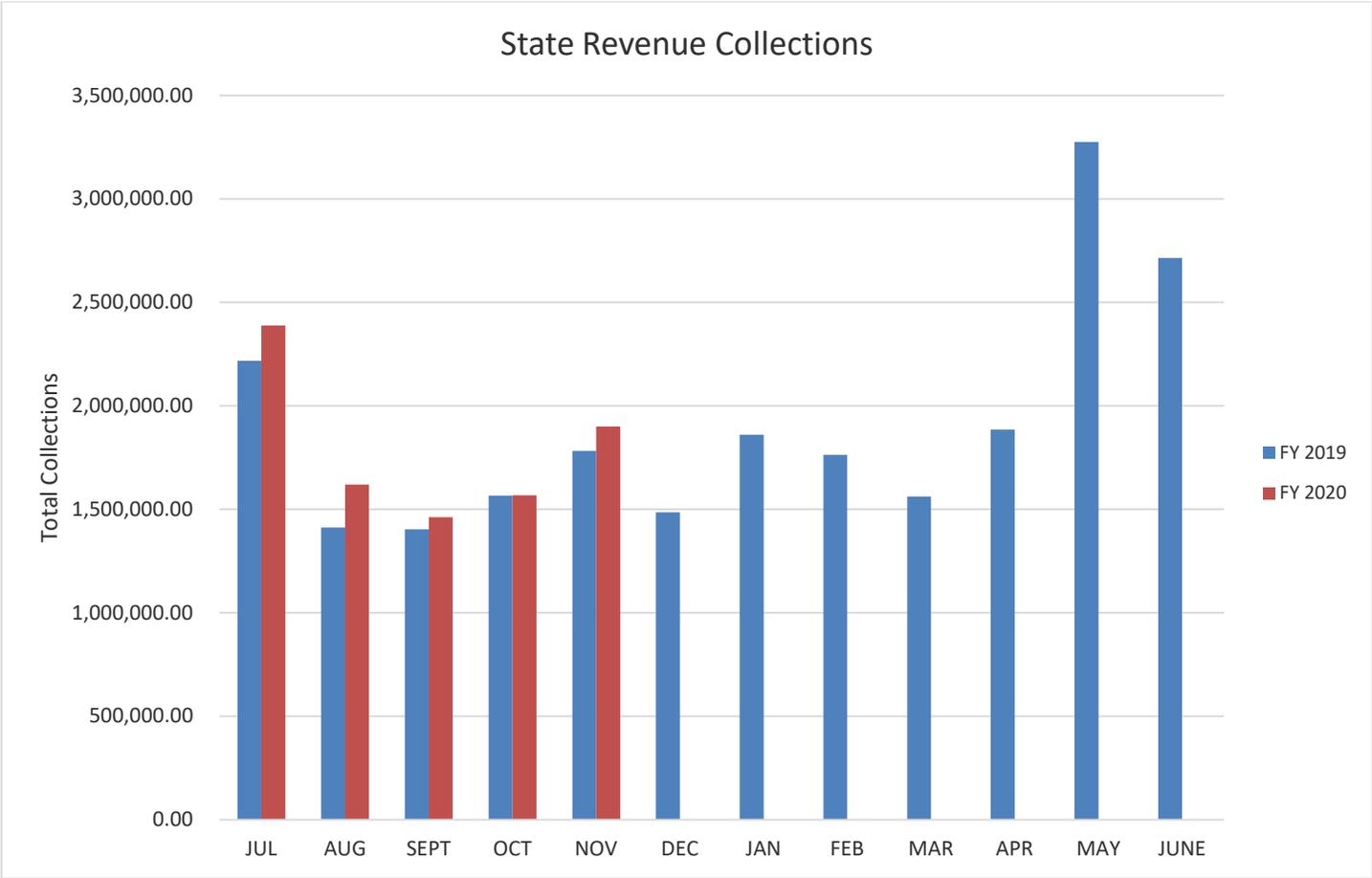


State Sales Tax is running about 3.7% above budget and around 7.5% higher than last year through November. This large difference from FY 19 is due to the adjusted rate for the special census results.

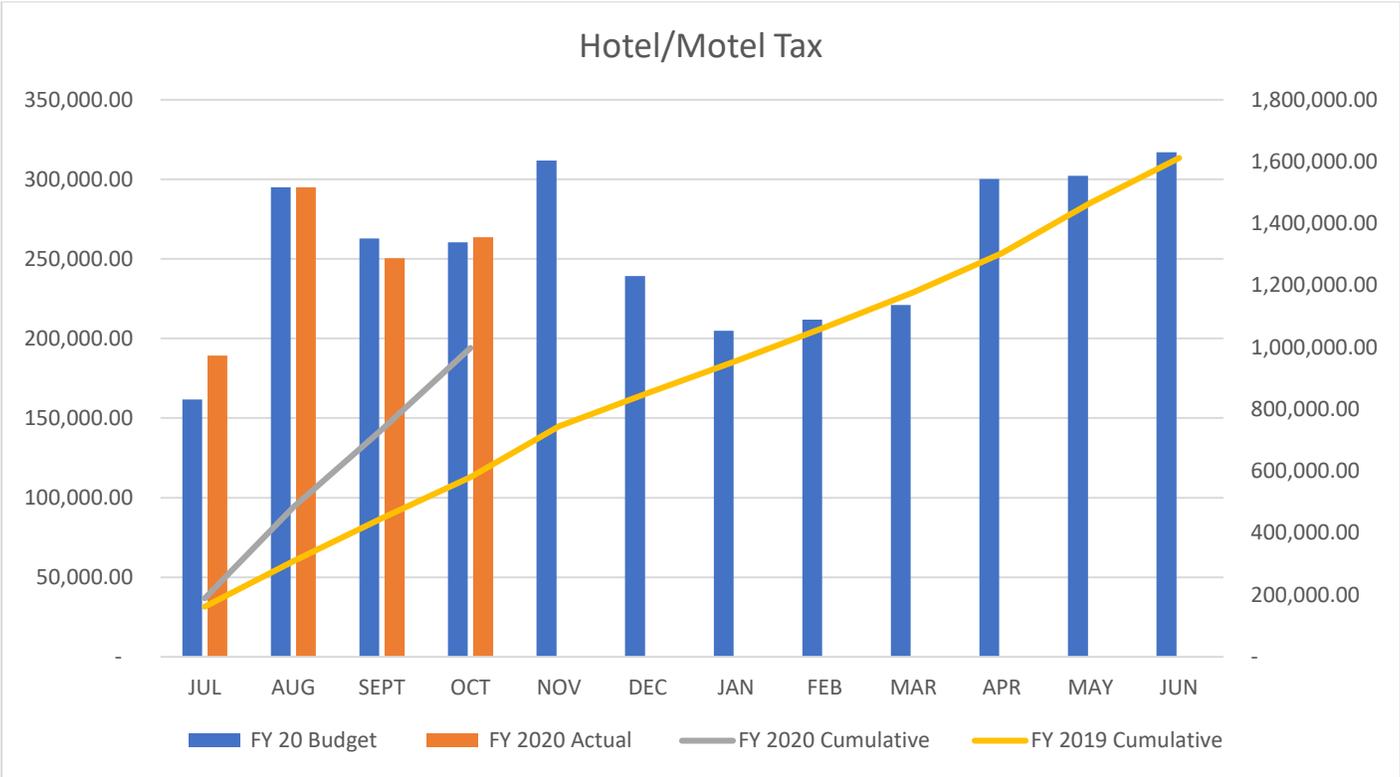
% of Total Current Month Collections



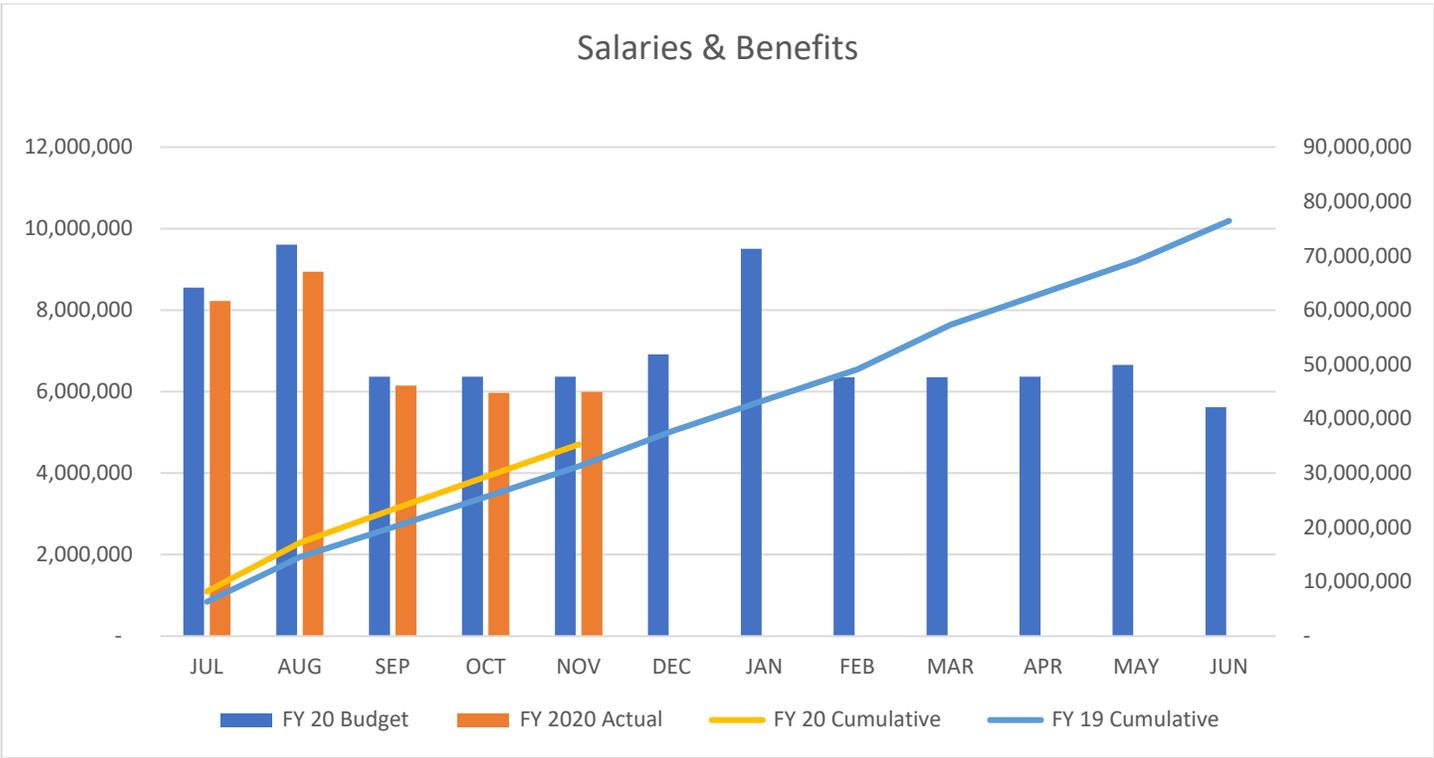
Here's a look at the various State Shared taxes. Sales Tax makes up almost half of the State Shared collections for November, while the State Street Aid Gas Tax (restricted to road improvements) and TVA Gross Receipts tax each make up an additional 20%. Business License Taxes and Mixed Drink Taxes make up the majority of the remaining collections.



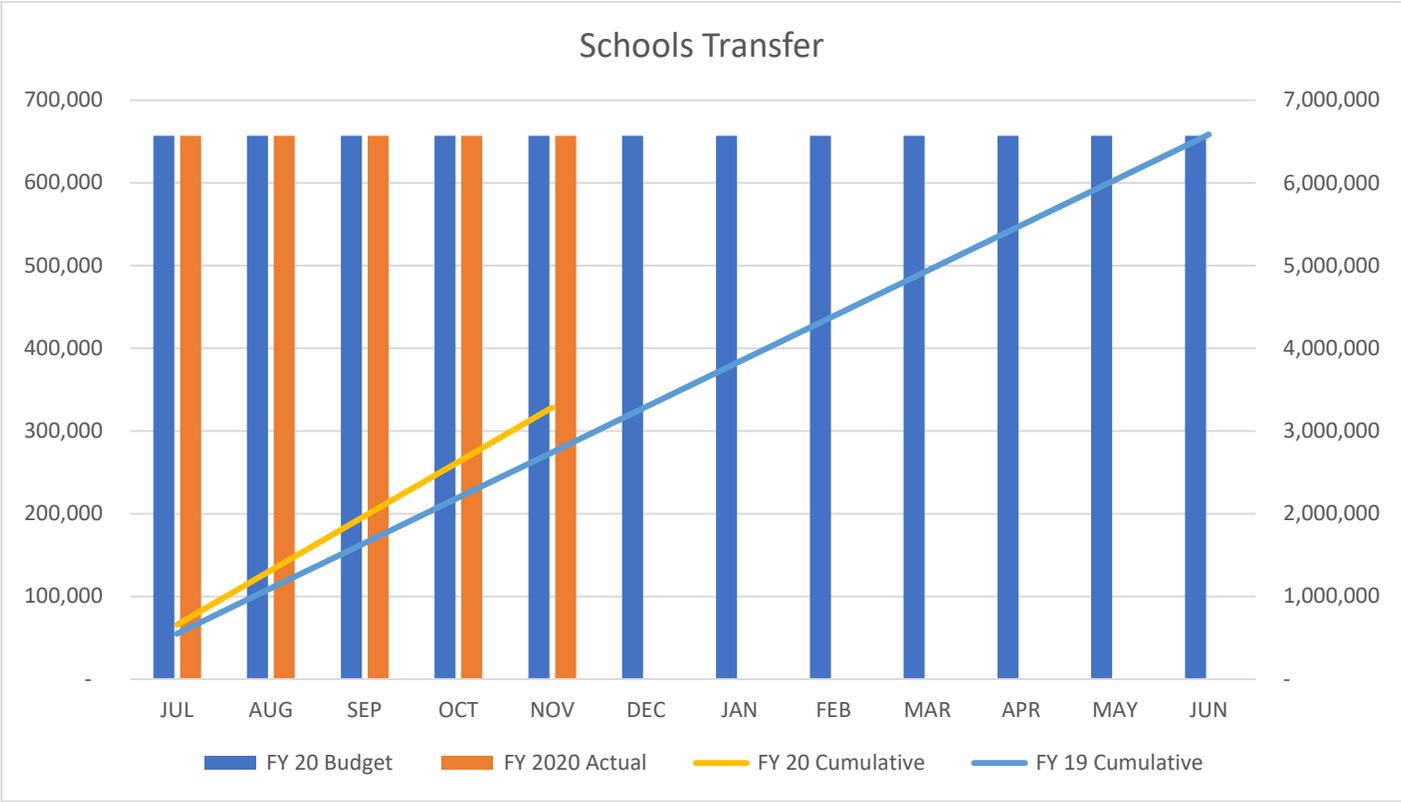
State Shared Revenue collections show a 7% increase over last year's State Shared revenues.



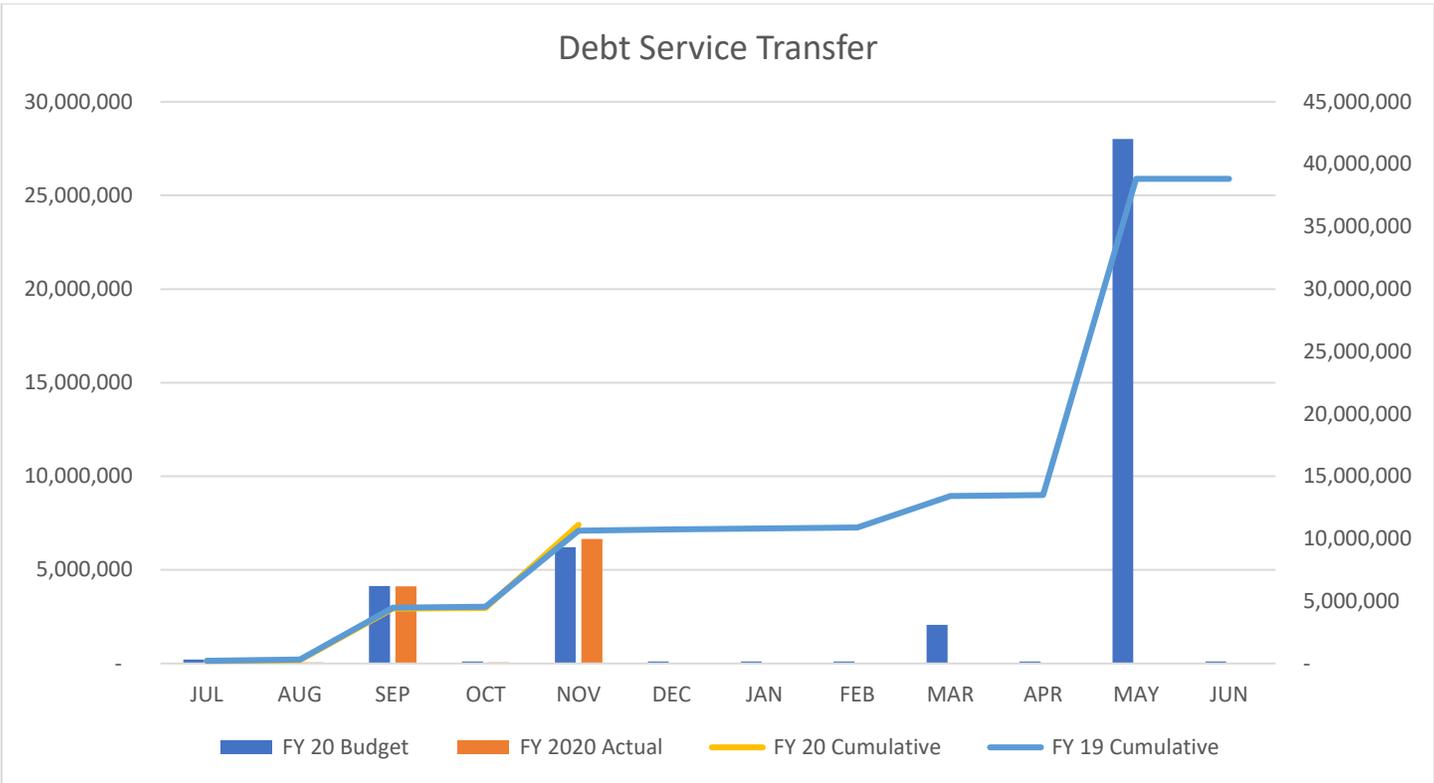
The Hotel/Motel Tax rate doubled in FY 20 from 2.5% to 5%. So far, collections are meeting budget and are in line with FY 19's reported gross receipts. Finance has budgeted to conduct a Hotel/Motel Tax audit in FY 20, as well.



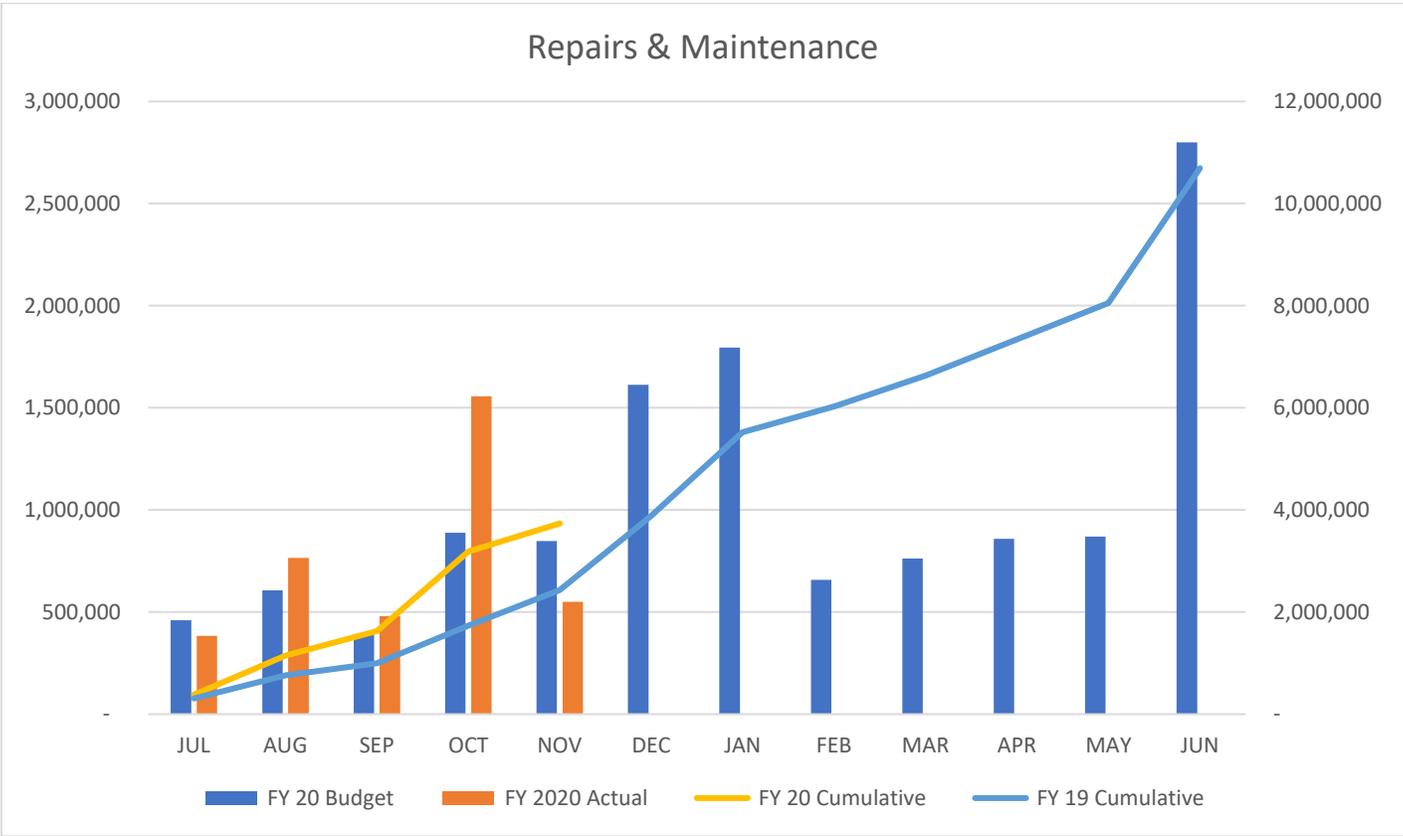
Salaries & Benefits are trending a little under budget due to unfilled vacancies within the City. As of 11/30/19, there are 949 filled full-time positions and 36 vacancies – which is down from 66 vacancies in October.



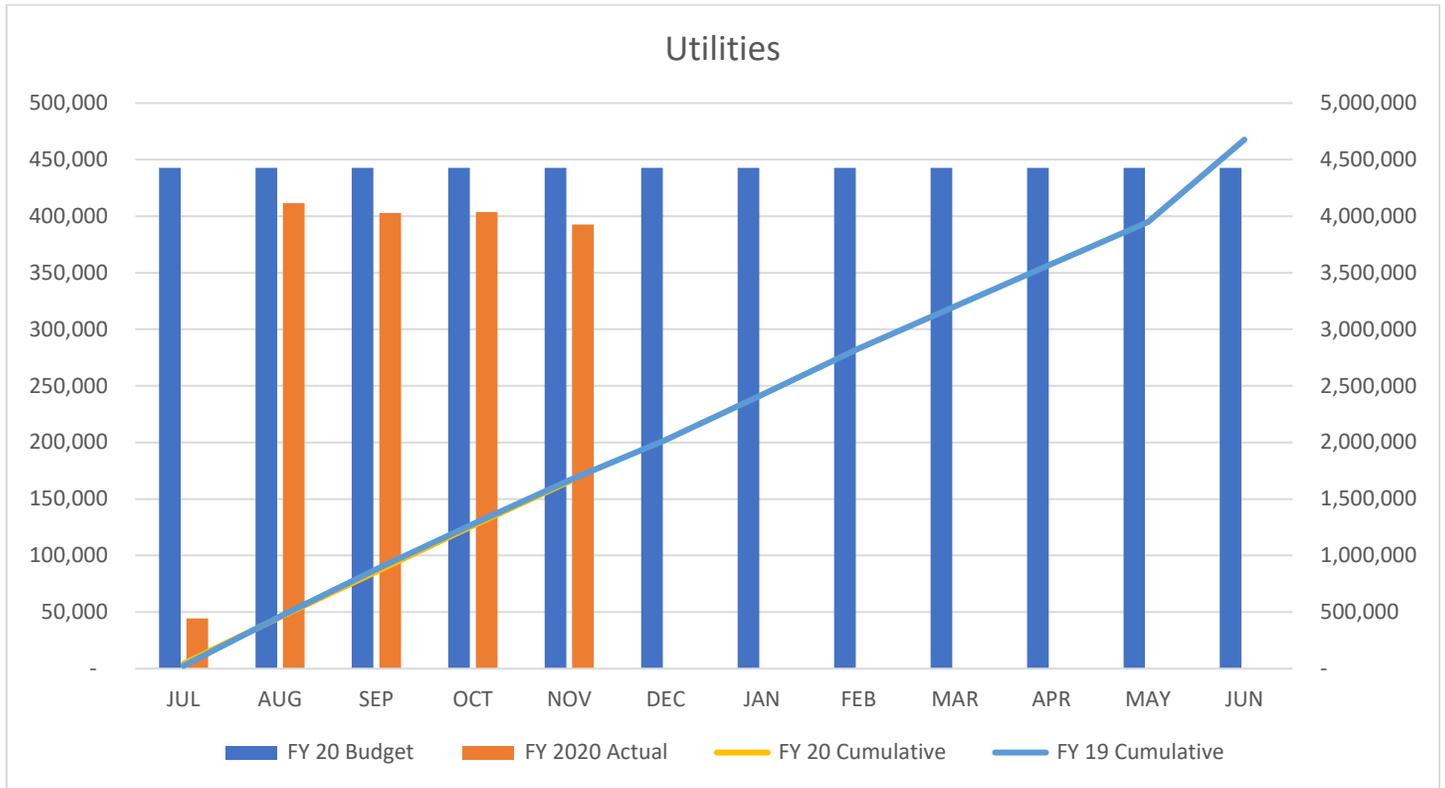
Budgeted Transfers to City Schools increased by \$1.3M from FY 19 to FY 20. This transfer is made in monthly increments evenly distributed throughout the year.



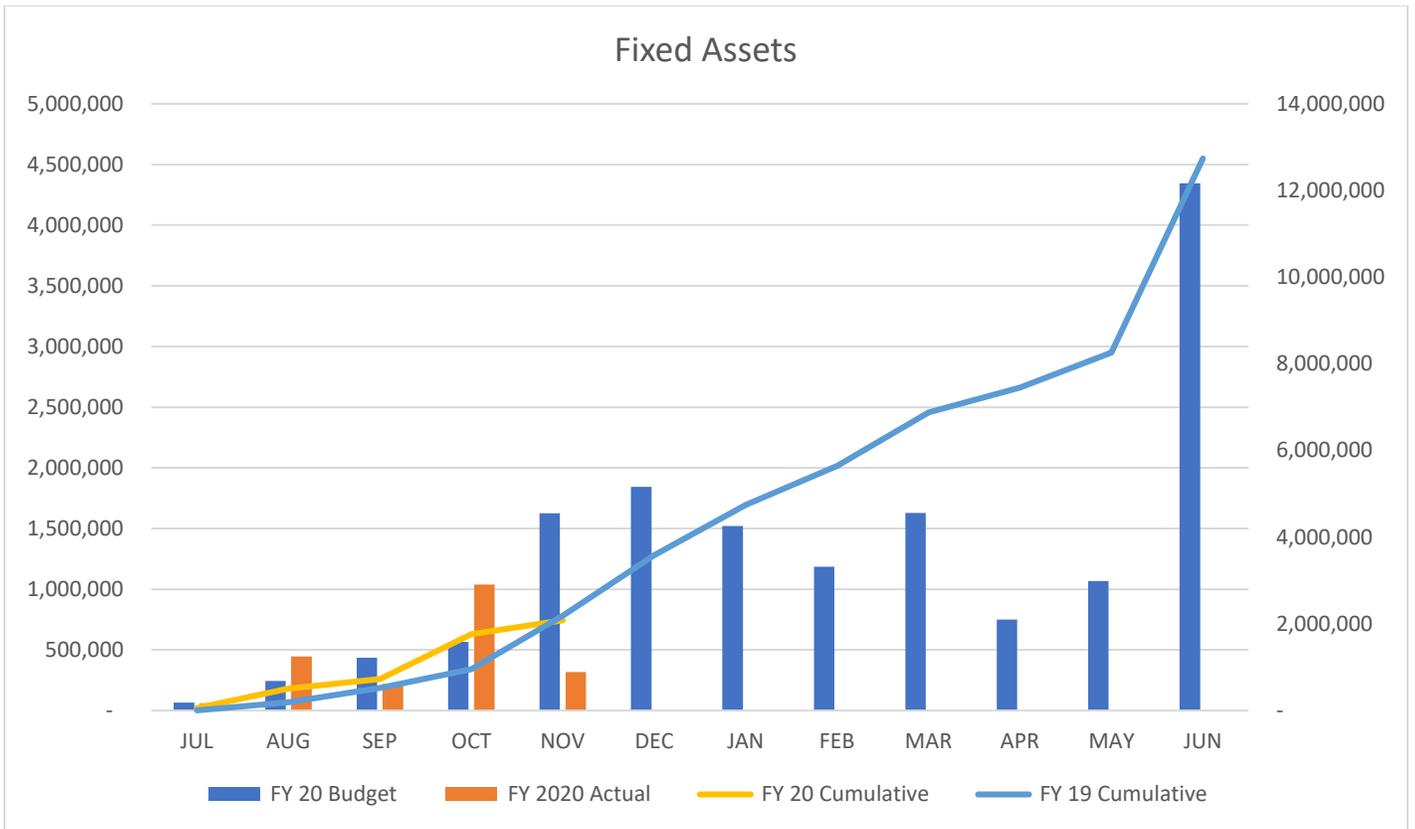
The budgeted Debt Service Transfer increased by \$1.4M to account for the additional debt service related to the FY 19 \$58M SunTrust loan and anticipated debt service for FY 20 debt of \$25M. Debt Service is running about 4% higher than this time last year which was anticipated due to the 2019 loan.



Repairs & Maintenance make up 7% of General Fund budgeted expenses. This includes maintenance of software (\$1.1M), fleet services (\$3.5M). Police R&M for radios, mobile data terminals, etc. totals \$1.3M. State Street Aid R&M of streets, markings and right of way totals almost \$4M. These expenses are seasonal and fluctuate depending on contract timing and timing of repairs. This is trending higher than last year due to State Street Aid’s expenses running around \$1.8M this year as compared to under \$350k last year through November.



Utilities are budgeted to stay relatively flat in FY 20 as compared to FY 19 and are running a little under budget for the year through November.

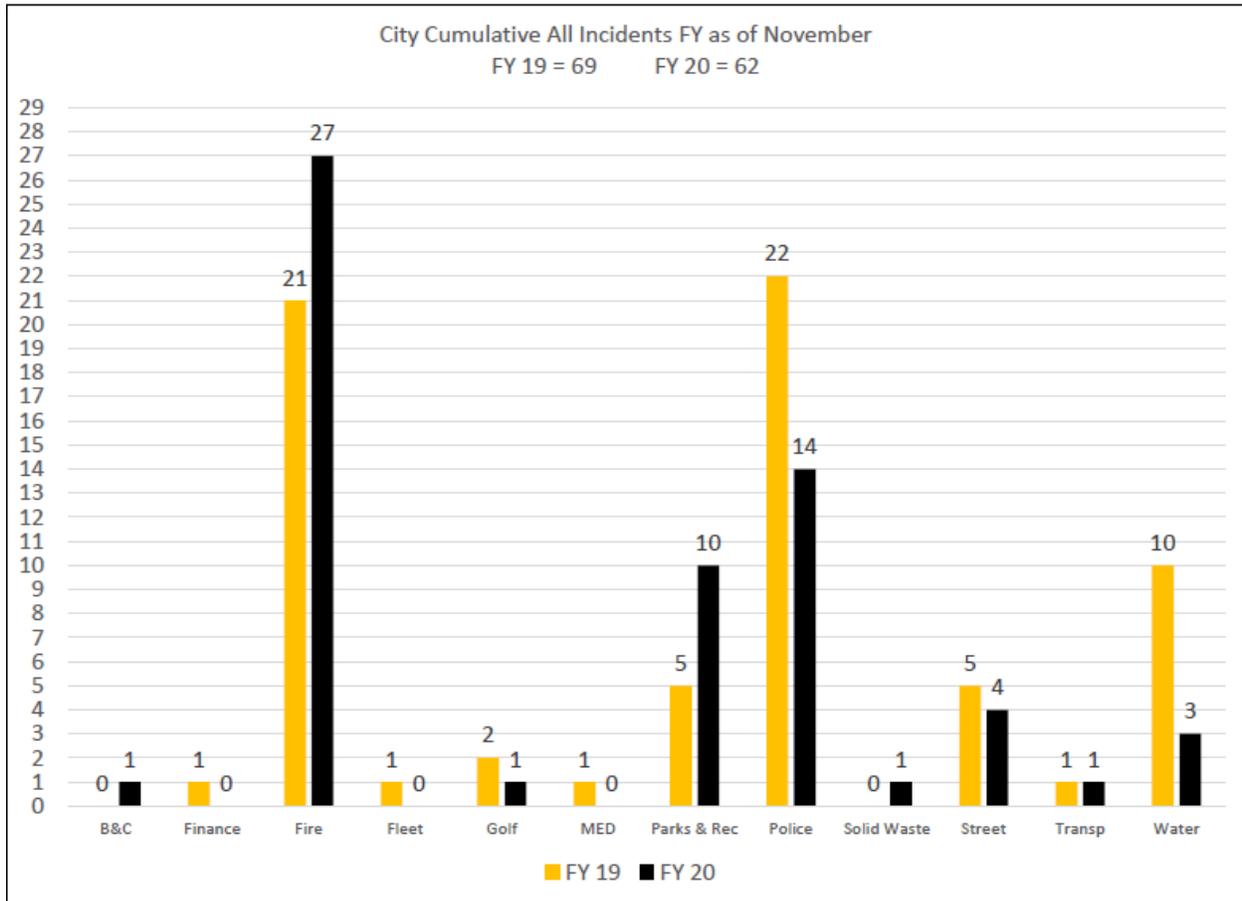


\$15.3M budgeted for Fixed Assets in FY 20 includes:

- \$11M in Infrastructure for grant funded road construction
- \$2M – Transit Facility
- \$540k software & computer hardware
- \$430k Recreation equipment
- \$370k public safety;
- \$167k public works

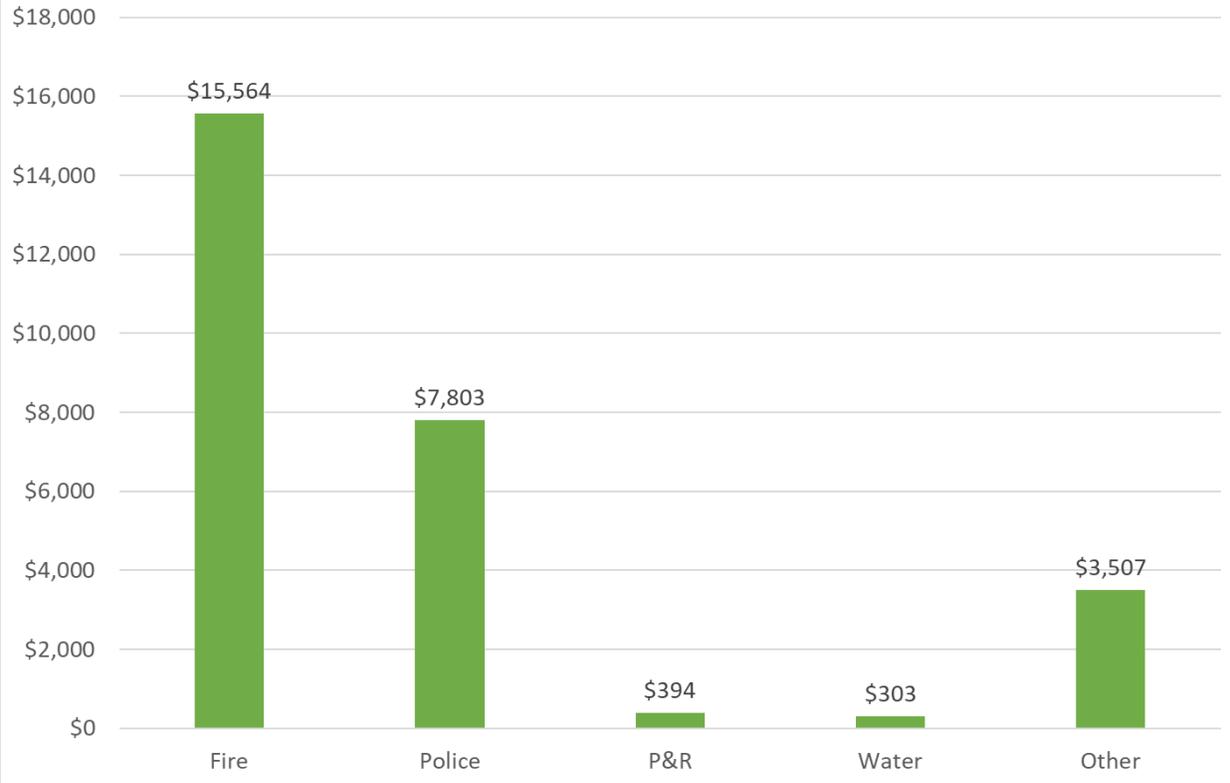
Timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. Through November, fixed asset spending is in-line with last year, running about 2% less than FY 19.

NOVEMBER SAFETY REPORT

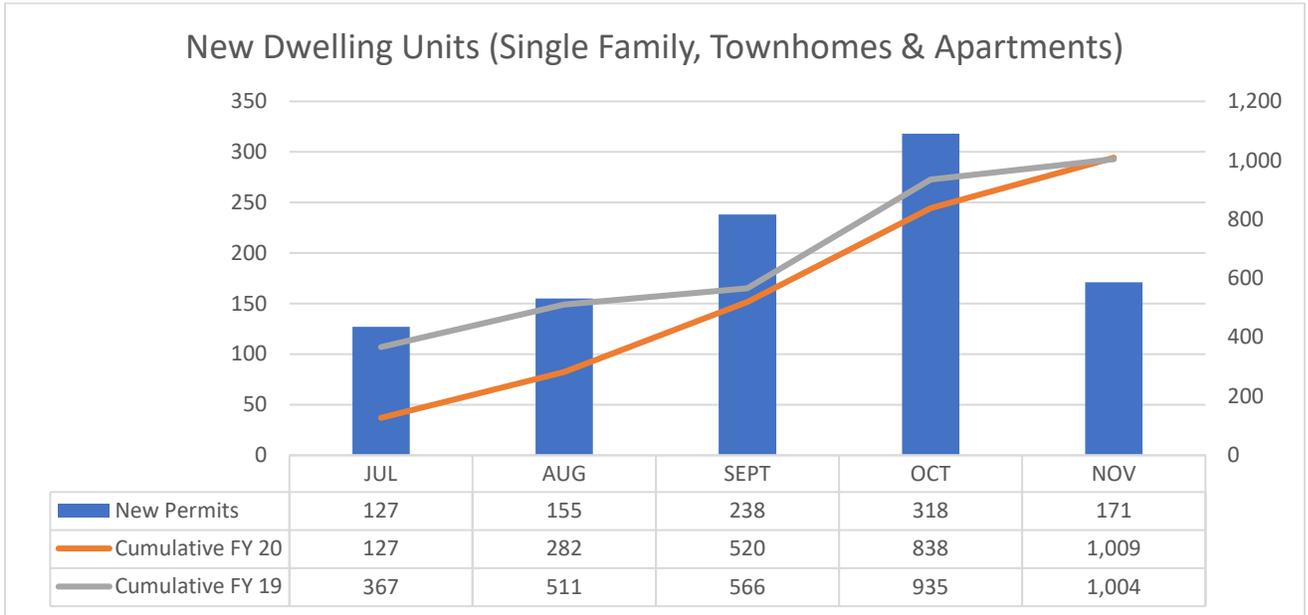


With the exception of Fire and Recreation, incidents per department have decreased from last year. Overall for the City, total incidents have shown a slight decrease over the same time period last year.

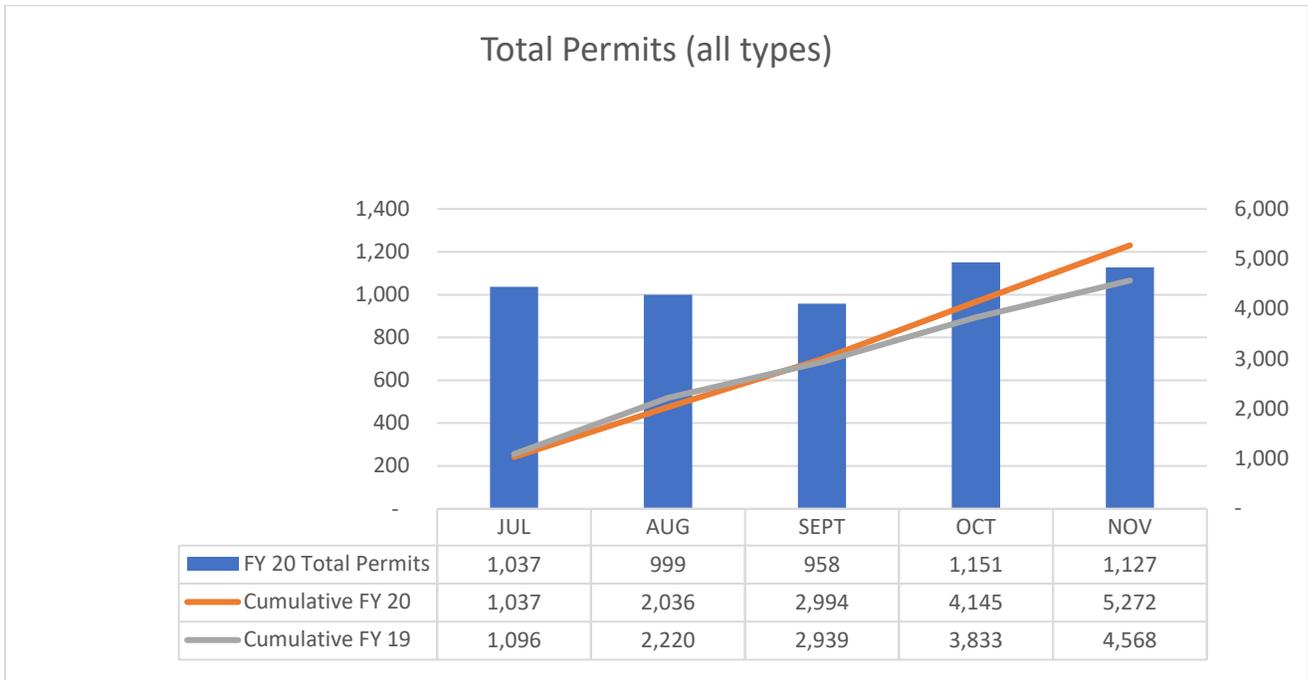
Workers' Compensation Costs (Closed Claims) FYTD
City Total= \$27,571 as of November 2019



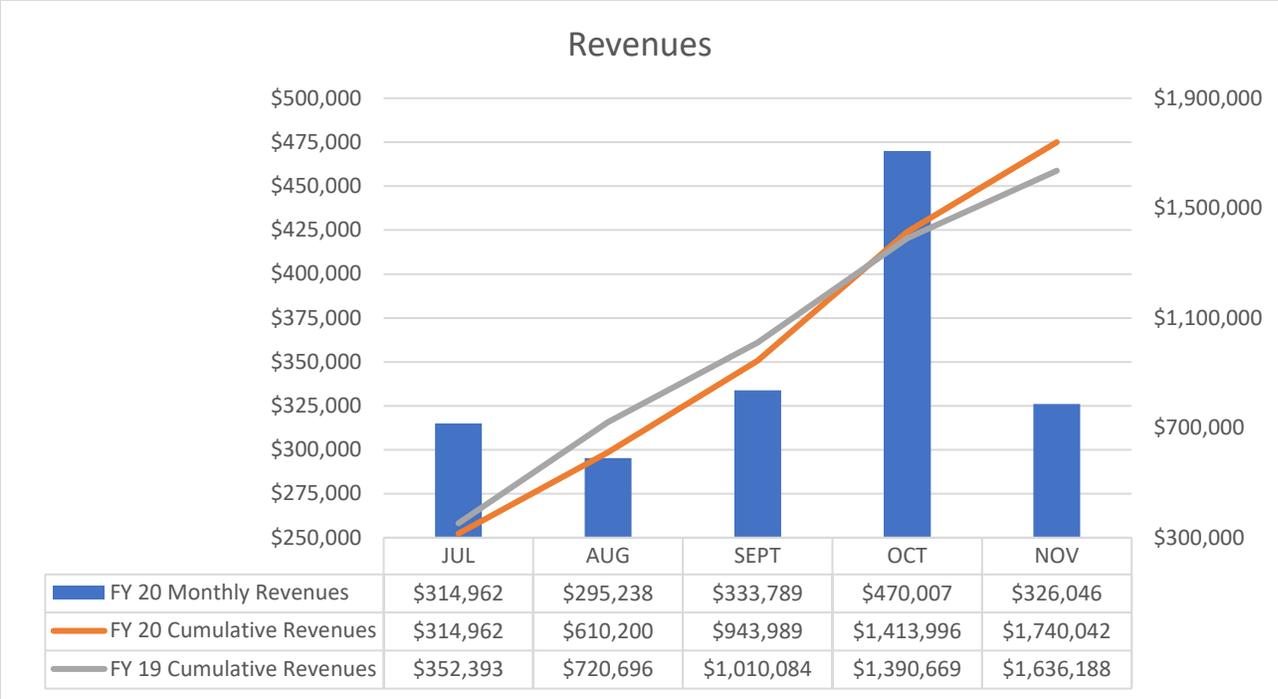
BUILDING & CODES



Until November, this year's Dwelling permits were lagging slightly but now shows a slight increase over FY 19.

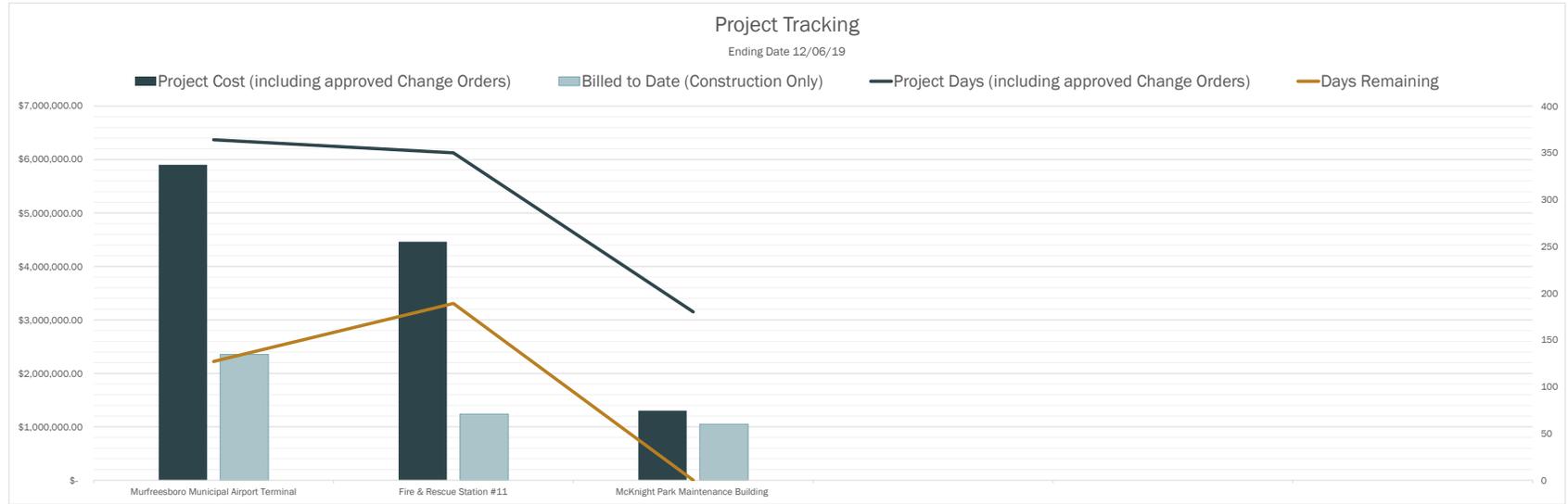


Total permits are trending up over last year by 15.4%.



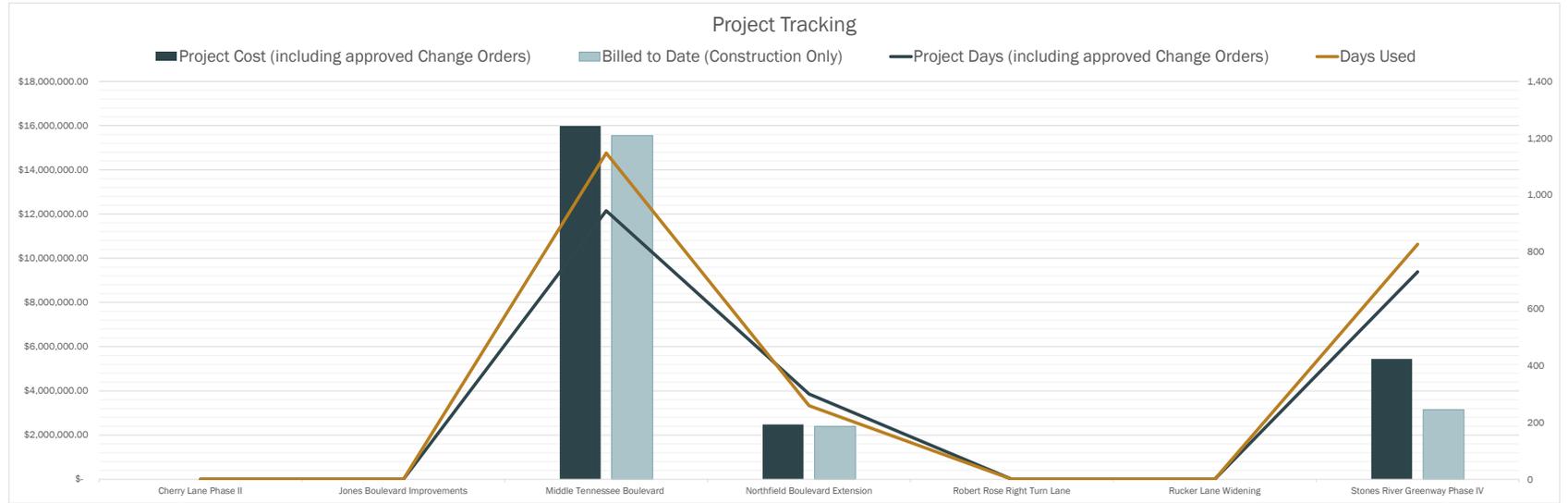
Total Building & Code revenues are up over FY 19 by 6.3% through November.

PROJECT DEVELOPMENT



Project Name	Project Limits			Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Remaining	Percent Days	Today / Substantial Completion	N.T.P.
	Start Date	Delivery Method	Completion							
Murfreesboro Municipal Airport Terminal	4/17/2019	Design Build	4/17/2020	\$ 5,901,969.76	\$ 2,352,742.42	364	127	35%		
Fire & Rescue Station #11	7/2/2019	Hard Bid	6/16/2020	\$ 4,460,869.16	\$ 1,239,975.09	350	189	54%		
McKnight Park Maintenance Building	7/30/2019	Hard Bid	11/25/2019	\$ 1,302,170.44	\$ 1,048,701.39	180	0	0%	C of O issued 11/25/2019	
				\$ -	\$ -	0	0	0%		
Total				\$11,665,009.36	\$4,641,418.90					

ROAD CONSTRUCTION



Project Name	Project Limits			Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Used	Percent Days	Today / Substantial Completion	N.T.P.
	From	To	Distance							
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	1.73 Miles	\$ -	\$ -	0	0	0%		
Jones Boulevard Improvements	Ridgely Drive	Northfield Blvd.	1.5 Miles	\$ -	\$ -	0	0	0%		
Middle Tennessee Boulevard	East Main Street	Greenland Drive	0.8 Mile	\$ 15,986,859.50	\$ 15,550,140.53	945	1148	121%	3/4/2019	1/11/2016
Northfield Boulevard Extension	Garrison Drive	Thompson Lane	0.3 Mile	\$ 2,481,457.50	\$ 2,390,225.44	300	259	86%	11/4/2019	2/18/2019
Robert Rose Right Turn Lane	Robert Rose	Thompson Lane		\$ -	\$ -	0	0	0%		
Rucker Lane Widening	Highway 96 (Franklin Road)	Veterans Parkway	2.5 Miles	\$ -	\$ -	0	0	0%		
Stones River Greenway Phase IV	Barfield Road	Barfield Crescent Park	2.65 Miles	\$ 5,443,200.00	\$ 3,148,436.00	730	827	113%	12/17/2019	9/11/2017
Total				\$23,911,517.00	\$21,088,801.97					

Project	Project Status / Comments
Cherry Lane Phase II	Consultant continuing roadway design along with environmental review. ROW acquisition to begin Fall 2019.
Jones Boulevard Improvements	Acquisition of Right of Way and Easement was approved at 10/24/19 City Council Meeting. Currently drafting up offer letters.
Lytle Street Phase 2	Final Change Order was approved at 10/24/19 City Council Meeting. Received Release of Liens on 11/11/19 and processing releasing retainage.
Middle Tennessee Boulevard	A couple of minor punch list items remain.
Northfield Boulevard Extension	Project Completed and Road Opened 11/4/19. Final Change Order to be presented at 11/21/19 City Council Meeting. Final Pay Application received.
Robert Rose Drive	Bids due 11/14/19. Construction to start first of the year. Currently acquiring ROW.
Rucker Lane Widening	Finalizing plans and bid book with consultant.
Southwest Elementary School (Salem Elementary)	Completion on 7/25/19, minor punchlist items remain, final pay application received. Huddleston Steele is working on final change order.
Stones River Greenway Phase IV	Topping and topsoil is complete on 85% of project, still trying to work out details of recent change order to complete the project. Evaluating time extension.

COUNCIL COMMUNICATION

Meeting Date: 1/8/2020

Item Title: July-November 2019 MCS Cash Flow Statement and Revenue and Expenditure Budget Comparison Reports

Department: Murfreesboro City Schools

Presented by: Gary Anderson

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

FY20 Cash Flow Statement (July-November 2019)

FY20 Revenue and Expenditure Budget Comparison Reports (July-November 2019)

Background Information

The budget submission to the State indicated a high use of school reserves to balance the FY20 budget. Because of this, the State has recommended the Schools provide a Cash Flow Statement to the City Council on a monthly basis to indicate enough cash reserves are forecasted to be available to pay monthly expenses in FY20. We also will be including Revenue and Expenditure Budget Comparison Reports, that is provided to the Murfreesboro City School Board each month. This information will be included in the Wednesday agenda each month. A formal presentation will not be made each month, however there will be an opportunity for questions and comments.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

Attachments

July-November 2019 MCS Cash Flow Statement

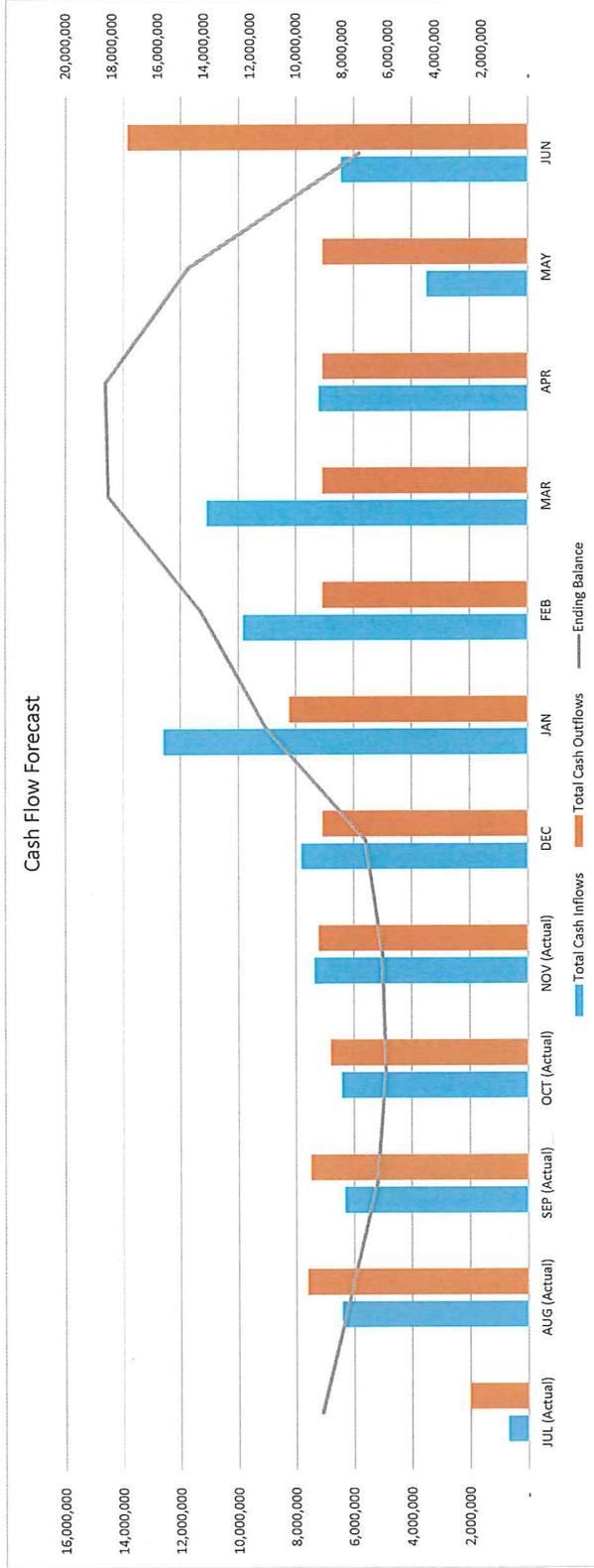
July-November 2019 MCS Revenue and Expenditure Budget Comparison Reports

FY20 GENERAL PURPOSE CITY SCHOOL FUND

**Cash Flow Forecast Schedule **
FY 2020**

General Purpose School Fund	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cash Receipts	\$ 688,180	\$ 6,402,194	\$ 6,306,054	\$ 6,404,790	\$ 7,350,685	\$ 7,795,000	\$ 12,590,000	\$ 9,834,315	\$ 11,090,000	\$ 7,190,000	\$ 3,464,146	\$ 6,428,921	\$ 85,544,285
Loan Proceeds													
Total Cash Inflows	688,180	6,402,194	6,306,054	6,404,790	7,350,685	7,795,000	12,590,000	9,834,315	11,090,000	7,190,000	3,464,146	6,428,921	85,544,285
Beg Cash Bal	10,198,910	8,869,801	7,673,817	6,502,189	6,112,732	6,258,264	6,988,362	11,353,711	14,123,124	18,148,222	18,273,320	14,672,564	
Available Cash	10,887,090	15,271,995	13,979,871	12,906,979	13,463,417	14,053,264	19,578,362	21,188,026	25,213,124	25,338,222	21,737,466	21,101,485	
Cash Payments	\$ 1,985,309	\$ 7,566,198	\$ 7,445,702	\$ 6,762,267	\$ 7,173,173	\$ 7,032,922	\$ 8,192,671	\$ 7,032,922	\$ 7,032,922	\$ 7,032,922	\$ 7,032,922	\$ 13,783,450	88,073,380
Debt Service	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	61,325	413,105
Transfers Out													
Total Cash Outflows	2,017,289	7,598,178	7,477,682	6,794,247	7,205,153	7,064,902	8,224,651	7,064,902	7,064,902	7,064,902	7,064,902	13,844,775	88,486,485
Ending Balance	8,869,801	7,673,817	6,502,189	6,112,732	6,258,264	6,988,362	11,353,711	14,123,124	18,148,222	18,273,320	14,672,564	7,256,710	
Cash Inflows - Outflows	\$ (1,329,109)	\$ (1,195,984)	\$ (1,171,628)	\$ (389,457)	\$ 145,532	\$ 730,098	\$ 4,365,349	\$ 2,769,413	\$ 4,025,098	\$ 125,098	\$ (3,600,756)	\$ (7,415,854)	\$ (2,942,200)

** Amounts are estimated unless otherwise indicated.



COMPARISON OF BUDGET TOTALS
July 1, 2019 Through November 30, 2019

TOTAL INCOME	7/1/19 - 11/30/19	\$	27,151,905
TOTAL EXPENSES	7/1/19 - 11/30/19		<u>31,092,548</u>
NET INCOME	11/30/19	\$	<u>(3,940,643)</u>

YEAR-TO-DATE REVENUE COMPARISON

NOVEMBER 2019

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	BUDGET CLASS.	2018-19 BUDGET	2018-19 YTD REV.	2018-19 OVR/(UNDR) BUDGET	2018-19 %	2019-20 BUDGET	2019-20 YTD REV.	2019-20 OVR/(UNDR) BUDGET	2019-20 %
1	40110-Current Prop. Tax	13,972,500	759,479	(13,213,021)	5.4%	14,308,810	969,456	(13,339,354)	6.8%
2	40210-Local Option Sales Tax	10,980,000	3,782,088	(7,197,912)	34.4%	11,843,830	3,928,684	(7,915,146)	33.2%
3	40000-41110-Other County Rev	1,736,000	531,749	(1,204,251)	30.6%	1,830,000	605,512	(1,224,488)	33.1%
4	44000-Other Local Revenue	582,750	257,355	(325,395)	44.2%	594,500	152,030	(442,470)	25.6%
5	46511-Basic Educ. Program	44,430,513	17,367,600	(27,062,913)	39.1%	46,301,465	18,039,200	(28,262,265)	39.0%
6	46512-BEP ARRA	-	-	-	N/A	-	-	-	N/A
7	46530-Energy Efficient Sch	-	-	-	N/A	-	-	-	N/A
8	46615-Ext. Contract-ARRA	-	-	-	N/A	-	-	-	N/A
9	46990-Other State Funds	650,190	137,316	(512,874)	21.1%	370,600	104,777	(265,823)	28.3%
10	46592-CONNECT TEN ARRA	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource ARRA	-	-	-	N/A	-	-	-	N/A
12	46595-SSMS ARRA	-	-	-	N/A	-	-	-	N/A
13	47000- Federal Funds	24,325	74,160	49,835	304.9%	1,109,977	66,786	(1,043,191)	6.0%
14	49100-49800 Bond & City Transfers	-	-	-	N/A	-	-	-	N/A
15	49810-Approp./City Gen. Fund	6,585,103	2,743,793	(3,841,310)	41.7%	7,885,103	3,285,460	(4,599,643)	41.7%
16	49820-Operating Transfers	-	-	-	N/A	1,300,000	-	(1,300,000)	0.0%
	TOTALS	\$ 78,961,381	\$25,653,540	\$ (53,307,841)	32.5%	\$85,544,285.00	\$ 27,151,905	\$ (58,392,380)	31.7%

YEAR-TO-DATE EXPENDITURE COMPARISON

NOVEMBER 2019

PAGE 1

BUDGET CLASS.	2018-19 BUDGET	2018-19 YTD EXP.	2018-19 OVR/(UNDR) BUDGET	2018-19 %	2019-20 BUDGET	2019-20 YTD EXP.	2019-20 OVR/(UNDR) BUDGET	2019-20 %
1 71100-Reg. Instruction	43,503,848	14,549,737	(28,954,111)	33.4%	46,318,758	16,259,321	(30,059,437)	35.1%
2 71200-Sp. Ed. Instruction	8,401,413	2,686,572	(5,714,841)	32.0%	9,174,203	3,037,575	(6,136,628)	33.1%
3 71400-Student Body Ed.	45,000	39,864	(5,136)	88.6%	-	-	-	N/A
4 72110-Attendance	152,854	66,520	(86,334)	43.5%	167,489	78,611	(88,878)	46.9%
5 72120-Health Services	779,372	265,406	(513,966)	34.1%	951,390	332,827	(618,563)	35.0%
6 72130-Guidance	2,433,099	889,416	(1,543,683)	36.6%	2,728,311	1,016,708	(1,711,603)	37.3%
7 72210-Reg. Instr. Support	2,097,264	754,337	(1,342,927)	36.0%	2,188,721	840,053	(1,348,668)	38.4%
8 72220-Sp. Ed. Support	1,566,956	529,303	(1,037,653)	33.8%	1,834,730	623,034	(1,211,696)	34.0%
9 72250-Technology	1,652,406	731,299	(921,107)	44.3%	1,793,131	857,295	(935,836)	47.8%
10 72310-Bd. Of Education	1,737,593	627,749	(1,109,844)	36.1%	1,485,229	715,994	(769,235)	48.2%
11 72320-Office of Supt.	370,119	142,931	(227,188)	38.6%	381,240	165,841	(215,399)	43.5%
12 72410-Office of Principal	4,329,922	1,558,691	(2,771,231)	36.0%	4,726,631	1,732,655	(2,993,976)	36.7%
13 72510-Fiscal Services	560,918	257,974	(302,944)	46.0%	579,593	265,346	(314,247)	45.8%
14 72520-Personnel Services	425,023	169,819	(255,204)	40.0%	428,543	161,826	(266,717)	37.8%
15 72610-Oper. Of Plant	5,908,626	1,845,076	(4,063,550)	31.2%	6,385,980	2,060,235	(4,325,745)	32.3%
16 72620-Maint. Of Plant	2,728,945	770,739	(1,958,206)	28.2%	2,724,053	881,262	(1,842,791)	32.4%
17 72710-Pupil Transp.	2,899,934	919,100	(1,980,834)	31.7%	2,972,379	1,287,409	(1,684,970)	43.3%
18 73300-Community Service	518,682	171,215	(347,467)	33.0%	540,533	180,210	(360,323)	33.3%
19 73400-Early Childhood Educ.	16,500	245	(16,255)	1.5%	1,251,966	393,343	(858,623)	31.4%
20 76100-Reg. Cap. Outlay	631,559	248,147	(383,412)	39.3%	1,440,500	43,103	(1,397,397)	3.0%
21 82130-Education Debt Serv.		-	-	N/A	-	-	-	N/A
22 99100-Operating Transfers	860,431	159,900	(700,531)	18.6%	413,105	159,900	(253,205)	38.7%
TOTALS	81,620,464	27,384,040	(54,236,424)	33.6%	88,486,485	31,092,548	(57,393,937)	35.1%

COUNCIL COMMUNICATION

Meeting Date: 01/15/2020

Item Title: Strategic Partnerships
Department: Community Services
Presented by: Angela Jackson

Summary

Process to review FY21 requests for funding from Strategic Partners will be discussed.

Staff Recommendation

Review process for alignment to facilitate staff review of funding requests in the upcoming budget planning and recommendations for FY21.

Background Information

The City has historically funded "Outside Agencies" that provide services for economic development, tourism, health, education, welfare, safety, arts and culture, and enhanced public services. A 3-year transitional implementation to "Strategic Partnerships" began in FY20.

Council Priorities Served

Responsible budgeting

An improved process facilitates assessment and reporting of funding goals and outcomes of the City's Strategic Partners.

Fiscal Impact

In FY20, \$1,690,452 was disbursed. Of these funds, \$1,257,522 was to the Rutherford County Library System. Funding requests for upcoming FY21 will be made at a later date.

Attachments:

1. Strategic Partnerships: Year Two
2. Strategic Partnerships Spreadsheet

STRATEGIC PARTNERSHIPS

Year Two Analysis

The City of Murfreesboro has historically funded “Outside Agencies” that provide services for economic development, tourism, health, education, welfare, safety, arts and culture, and enhanced public services. A 3-year transitional implementation to “Strategic Partnerships” began in FY20.

Year One - FY 20:

- Researched guidelines, restrictions, best practices
- Identified previous funding priorities based on funding decisions, and categorized organizations accordingly
- Funded organizations at levels consistent to FY19, with notification of potential upcoming changes to process and funds
- Site visit and consultation with each organization to better define existing partnership with or relationship to the City – leases, agreements, MOUs, in-kind services, etc.

Year Two - FY 21:

- Refine Strategic Partnership Funding Priorities
- Align Strategic Operating Partners with City Departments for review of application and subsequent funding recommendations to be managed through the Department’s budget
- Align Governmental Services Partners to the Community Services Division, with oversight in cooperation with Rutherford County Government
- Align Strategic Funding Partners to a grant application through the Community Services Division in which goals and objectives are aligned to funding designation, and an assessment and reporting process ensures measurable goals and objectives are met. FY 21 Grant to prioritize funding for organizational capacity and for sustainability of Arts and Cultural Enhancement, and to identify functions better served with in-kind services through Cooperative Use Agreements.
- Track and Report in-kind services with all agencies
- Clarify required insurance and documentation
- In agencies that have use of property and facilities, align lease agreements to property maintenance and inspection reporting

Year Three - FY 22: Full implementation

Year Two Funding Recommendation

1. Align Strategic Operating Partners with City Departments for review of application and subsequent funding recommendations to be managed through the Department’s budget

Community Development *review, aligned through Community Services budget*

- Boys and Girls Club
- Greenhouse Ministries
- Housing, Health, and Human Services Alliance of Rutherford County (H3ARC)
- Journeys in Community Living
- Nourish Food Bank
- Portico
- Primary Care and Hope Clinic
- Second Harvest Food Bank of Middle Tennessee
- Special Kids Therapy and Nursing Center
- The Family Center (Exchange Club)
- The Journey Home, Inc.

Economic Development

- Main Street Murfreesboro/Rutherford County

Parks and Recreation

- Antique Auto (Cannonsburgh)
- Area 16 Special Olympics
- Discovery Center
- Leadership Academy with Dr MLK Jr Scholarship Fund of Rutherford County
- Mid-Cumberland Human Resource Agency – Meals-on-Wheels
- Murfreesboro Jaycees (Cannonsburgh)
- Oaklands Association

Police

- CASA of Rutherford County
- Child Advocacy Center
- Domestic Violence Program, Inc. – Emergency Safe Shelter, Sexual Assault Services
- Rutherford County Crimestoppers

Schools *review, aligned through Community Services budget*

- City Schools Foundation (in-kind services for operational support of fundraising)
- Read to Succeed

Transportation

- Transit Alliance of Middle Tennessee

2. Align Governmental Services Partners to the Community Services Division, with oversight in cooperation with Rutherford County Government

- Rutherford County Health Department
- Rutherford County Library System – Linebaugh
- Rutherford County Library System – MGL at Patterson
- Rutherford County PAWS
- Rutherford County Soil Conservation District
- Tennessee Rehabilitation Center at Murfreesboro

3. Align Strategic Funding Partners to a grant application through the Community Services Division in which goals and objectives are aligned to funding designation, and an assessment and reporting process ensures measurable goals and objectives are met. FY 21 Grant to prioritize funding for organizational capacity and for sustainability of Arts and Cultural Enhancement, and to identify functions better served with in-kind services through a Cooperative Use Agreement

- Center for the Arts
- Ethos Youth Ensembles
- Generation for Creation, Inc. (Partnered to Boys & Girls Club)
- Jesse C Beesley Animal Humane Foundation
- Tennessee Philharmonic Orchestra
- Wee Care Day Care

STRATEGIC PARTNERSHIPS

		FY20 Levels	Facility lease	Receives CDGB or ESG funding	Receives Rutherford County funding
					SUBTOTAL
STRATEGIC OPERATING PARTNERS					
COMMUNITY DEVELOPMENT					
	Housing, Health, and Human Services Alliance of Rutherford County	\$ 20,000	x	x	
	Boys & Girls Club	\$ 7,500	x	x	
	Greenhouse Ministries	\$ 10,000	x		
	Journeys in Community Living	\$ 10,000		x	
	Nourish Food Bank	\$ -	x		
	Portico	\$ 3,500		x	
	Primary Care and Hope Clinic	\$ 10,000	x	x	
	Second Harvest Food Bank of Middle Tennessee	\$ 5,000			
	Special Kids Therapy and Nursing Center	\$ 10,000		x	
	The Family Center (Exchange Club)	\$ 6,000	x	x	
	The Journey Home, Inc.	\$ 2,500	x		\$ 84,500
ECONOMIC DEVELOPMENT					
	Main Street Murfreesboro/Rutherford County, Inc.	\$ 40,000	x	x	\$ 40,000
PARKS AND RECREATION					
	Antique Auto (Cannonsburgh)	\$ -	x		
	Area 16 Special Olympics	\$ 2,000			
	Discovery Center	\$ 20,000			
	Leadership Academy with Dr. Martin Luther King, Jr. Scholars	\$ 8,000			
	Mid-Cumberland Human Resource Agency - Meals-on-Wheels	\$ 10,000	x	x	
	Murfreesboro Jaycees (Cannonsburgh)	\$ -	x		
	Oaklands Association	\$ 20,000		x	
					\$ 60,000
POLICE					
	CASA of Rutherford County	\$ 5,000			
	Child Advocacy Center	\$ 7,500	x	x	
	Child Advocacy Center utilities	\$ 10,000		x	
	Domestic Violence Program, Inc. – Emergency Safe Shelter	\$ 10,000	x		
	Domestic Violence Program, Inc. – Sexual Assault Services	\$ 2,500	x		
	Rutherford County Crimestoppers	\$ 5,000			
					\$ 40,000
SCHOOLS					
	Read to Succeed	\$ 10,000		x	
	City Schools Foundation	\$ 2,500			
					\$ 12,500
TRANSPORTATION					
	Transit Alliance of Middle Tennessee	\$ 5,000		x	\$ 5,000

STRATEGIC PARTNERSHIPS

		FY20 Levels			
			Facility lease	Receives CDGB or ESG funding	Receives Rutherford County Funding
					SUBTOTAL
GOVERNMENTAL SERVICES					
	Rutherford County Health Department	\$ 11,000		x	
	Rutherford County Library System	\$ 1,071,159		x	
	Rutherford County Library System - MGL Library at Patterson	\$ 185,763			
	Rutherford County PAWS	\$ 70,000		x	
	Rutherford County Soil Conservation District	\$ 2,500		x	
	Tennessee Rehabilitation Center at Murfreesboro	\$ 52,530		x	
					\$ 1,392,952
STRATEGIC FUNDING PARTNERS					
	Center for the Arts	\$ 25,000			
	Ethos Youth Ensembles	\$ 10,000			
	Generation for Creation, Inc.	\$ 2,500			
	Jesse C Beesley Animal Humane Foundation	\$ 3,000			
	Tennessee Philharmonic Orchestra	\$ 15,000			
	Wee Care Day Care	\$ -	x		
					\$ 55,500
			TOTAL		\$ 1,690,452

COUNCIL COMMUNICATION

Meeting Date: 01/15/2020

Item Title: Review of Solid Waste Ordinance Revisions
Department: Solid Waste Department
Presented by: Darren Gore

Summary

The Solid Waste Department has undergone significant changes in the past year; gaining efficiencies and effectiveness in service delivery and maximizing resources. City Code Section 14 – Garbage, Weeds, Trash and Other Solid Waste needs to be amended to reflect current solid waste practices and better clarify to the public the expectations associated with curbside pick-up services for solid waste and brush, limb and yard waste.

Solid Waste Ordinance Revision Summary

- All grass clippings required to be bagged in biodegradable yard waste bags year-round.
- All leaves required to be bagged in biodegradable yard waste bags from January 15th through October 15th. During peak leaf disposal (Oct. 16th through January 14th), leaves may be loosely piled at the curbside for pickup.
- Further clarification that private lawn and tree service establishments must not place the grass clippings or brush and limb at the curb for City pickup.
- Incorporation of a Resolution to establish solid waste fees from time to time; establishing proposed fees for:
 - Monthly solid waste collection fees for residential and commercial customers,
 - Bulk item pick-up on a per item basis,
 - Brush, limb and yard waste collection for greater than 8 cubic yards (6'x6'x6'),
 - Payment for replacement of solid waste carts that are damaged, and
 - Fees for special event solid waste services, such as events on the square and Cannonsburgh.
- Incorporation of Solid Waste Collection Design Criteria adopted July 10, 2019 by City Council
- Establishes discontinuation of service as defined in accordance with MWRD and CUD policies.

Background Information

Murfreesboro initiated a solid waste fee in January of 2019 at \$5 per cart per month for both residential and commercial customers (commercial is defined as having multifamily and mobile home complexes included) for once a week and twice a week curbside pick-up, respectively.

On July 1, 2019 the solid waste fees increased to \$7.50 per cart per month for residential customers and \$30 per cart per month for commercial customers. The table below summarizes the cart counts (added and opted out) from July 2019 through December 2019.

Table 1: 96-gal Solid Waste Cart Count Summary

Month	Total Carts	New Service	Purchased	Opted Out
Jul-19	45101	88	32	572
Aug-19	44409	94	23	169
Sep-19	44232	81	12	72
Oct-19	44326	84	21	66
Nov-19	44342	74	20	78
Dec-19	44444	112	24	34
Avg.	44351	89	20	84
Sum		533	132	991

On July 10, 2019 the Council adopted solid waste collection design criteria that defined expectations of new residential development requirements that afforded them the opportunity to receive City solid waste curbside pickup services. New commercial customers were no longer afforded City services for solid waste collection and disposal. A “right-sizing” initiative was conducted on pre-existing commercial customers to allow them the opportunity to reduce the number of solid waste carts serviced by the City when they demonstrated on a recurring basis a lesser number of carts would satisfy their solid waste disposal needs.

Existing practices involving brush, limb and yard waste pickup services were scrutinized and efficiencies have been gained through use of temporary “lay down” areas around town, utilization of other department resources, opening the mulching site on Florence Rd Saturday mornings, and significant overtime for personnel working additional hours to provide this service.

On January 9, 2020, City Council approved an external contracted services contract with Rollins Excavating for curbside pickup services for brush, limb and yard waste. The contract is for 1-yr with the option to extend 2 additional years in 1-yr intervals. In conjunction with this approval, was the sale of two 1-man knuckle booms to Rollins. The goal is to have twice a month pick-up of brush, limb and yard waste for the residents of Murfreesboro. A significant amount of the proposed ordinance changes involves dealing with brush, limb and yard waste pickup.

Setting proper service delivery expectations is of the utmost priority in making the proposed ordinance changes; however, enforcement of new City Code provisions will also be paramount in resetting some of the public behavior and substandard practices in solid waste and brush, limb and yard waste disposal.

Council Priorities Served

Responsible budgeting

Affordable services with the goal of achieving long-term sustainability is the highest priority of the solid waste staff.

Establish strong City brand

Efficient and effective implementations of technology, training and retaining a resilient workforce translates into excellent customer service.

Maintain public safety

Proper collection, transport and disposal of solid waste is critical to maintaining the public health and welfare.

Fiscal Impacts

There are no immediate fiscal impacts associated with implementing the proposed ordinance changes. The proposed schedule of fees do include charging for bulk item pick-up, solid waste cart replacement, and special event service, so revenue is expected to increase; however, increased expenses are also anticipated with the purchase of an automated waste management solution to optimize fleet routing and document customer service delivery issues.

Attachments:

Summary of proposed schedule of fees for Solid Waste services

COUNCIL COMMUNICATION

Meeting Date: 01/15/2020

Item Title: Request to Advertise Request for Competitive Sealed Proposals (RFCSP) for an Automated Waste Management Solution

Department: Solid Waste Department

Presented by: Darren Gore

Requested Council Action:

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

Summary

Advertise via a Request for Competitive Sealed Proposals (RFCSP) a Solid Waste Automated Waste Management Solution in order to implement a camera and fleet tracking system to enhance routing and document and resolve customer service issues.

Staff Recommendation

Approve advertisement of Automated Waste Management Solution (AWMS) using the Request for Competitive Sealed Proposals (RFCSP) procurement method.

Automated Waste Management Solution (AWMS) Summary

- Collection service confirmations in real-time
 - Photos are taken automatically and geocoded to the nearest address; proving location of the vehicle at a particular time
 - Photos document solid waste cart placement, any obstacles blocking cart, or any brush, limb and yard waste challenges
- Provides vehicle tracking and real-time route updates; provides "breadcrumb trails" displaying history of vehicle location.
- Enables documentation of driver issues, weight tickets and side notes
- Daily reporting to provide operational efficiencies or deficiencies and vehicle route assistance; better communication between drivers.
- All of this reduces missed pick-ups and "go-backs" and reduces the volume and time to resolve customer complaints.
- Ultimately, given the recognition by the customer that Solid Waste has this system, the habits and behavior of the public with regards to solid waste disposal will be enhanced and allow for significant gains in efficiency and effectiveness in solid waste collection.

Background Information

With the proposed draft solid waste ordinance changes, staff believes this system fits a major need and will fill a current “gap” in the City’s solid waste rolling stock efficiencies.

The AWMS system focuses on the “real-time” customer service aspect of curbside delivery services. The AWMS system is setup for efficiency – more pickups, less time, and confirmation of service; recorded in real-time. This system lets you know where every vehicle is and transfers photographs back to the manager or dispatcher immediately. This will eliminate drive-backs to residents with false claims of missed garbage carts or missed brush and limb pickup. It will also document obstructions or over-filled containers that prevent pick-up. The RFCSP is set up to assess various vendors under the following weighted criteria:

Functional Area	% of Assessment
Auto Waste Management System Requirements On-Board Mobile Units Hardware & Communications Hosting & Interface Requirements Routing & Work Order Management Vehicle Tracking Reporting	30%
Implementation, Experience and Training Requirements Vendor Support	20%
Cost & Fees	50%

Functional requirements necessitating a response from various vendors have been compiled in order to make an objective evaluation. A draft tentative schedule is highlighted below with the expectation of implementing the system by July 1, 2020.

Activity	Target Date
RFCSP Issued	February 17, 2020
Submittal of questions	March 6, 2020
Answers to questions	March 13, 2020
Proposals submitted	March 20, 2020
Finalists notified	April 3, 2020
Finalist Presentations	April 16, 2020
Select Top Proposer	April 20, 2020
Negotiation of contract	May 8, 2020
City Council action	May 14 or 21, 2020

Council Priorities Served

Responsible budgeting

Gaining efficiencies using optimization tools for fleet routing, fleet optimization and vehicle maintenance and safety is integral to a sustainable and financially viable enterprise operation.

Establish strong City brand

Providing excellent customer service is the goal of the City and reducing missed pick-ups and go-backs and reducing the volume and time to resolve customer complaints provides enhanced customer service capabilities.

Operational Issues

Solid Waste fleet management optimization is an expectation of implementing an AWMS as well as enhanced customer service. A customer service representative will also be dedicated to handle calls and dispute resolution. This system will require on-going maintenance costs as identified in the fiscal impacts section.

Fiscal Impacts

Staff hopes to procure an AWMS for approximately \$150,000 initially in year 1 including implementation, hardware and training, with an annual maintenance and support expense at approximately \$100,000 for years 2 through 5. The expectation is that efficiencies gained will offset a significant portion of this expense and that customer service-related incidents will be substantially reduced.

Attachments:

Request for Competitive Sealed Proposals (RFCSP) for an Automated Waste Management Solution

City of Murfreesboro



Request for Competitive Sealed Proposals (RFCSP)

for

Automated Waste Management Solution

RFCSP-XX-2019

ISSUE DATE: FEBRUARY 17, 2020

RESPONSE DUE DATE: MARCH 20, 2020

1. Introduction

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified vendors for an Automated Waste Management Solution that will integrate in the City's Tower platform that the Solid Waste Department uses for route sheets, work orders, and other garbage related work.

Competitive Sealed Proposal Process and Schedule

The Competitive-Sealed-Proposal method is appropriate when qualifications and experience are of particular importance and price is one of several factors used to determine the best service provider. This method requires each participant to submit a proposal based on certain specified elements with knowledge of the factors used to evaluate the proposal and their relative weight. Those interested in participating in the selection process are afforded the opportunity to pose questions in writing about the RFCSP and services sought before submitting a proposal. After the sealed proposals have been submitted and reviewed, the City may obtain additional information or clarifications including additional "best and final offers" from participants, prior to making its final selection, provided that information from one proposer is not disclosed to another. The City will select a responsible and responsive proposer whose proposal is determined to be most advantageous to the City taking into consideration the evaluation factors.

1.1 Schedule

The City intends to adhere to the schedule below for the selection process. Dates may be adjusted by City as needed.

No proposals will be accepted after March 20, 2020 at 3:00 P.M. Central Standard Time

Proposers shall provide five (5) printed and one (1) digital copy of their proposal. All proposals received by the deadline will be publicly opened on March 20, 2020 at 3:00 P.M. Central Standard Time in the Purchasing Office, 111 West Vine Street, Murfreesboro, Tennessee.

Activity	Target Date
RFCSP Issued	February 17, 2020
Submittal of questions	March 6, 2020
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Finalists notified	April 3, 2020
Finalist Presentations	April 16, 2020
Select Top Proposer	April 20, 2020
Negotiation of contract	May 8, 2020
City Council action	May 14 or 21, 2020

1.2 Finalist Selection

The City intends to select two or more Proposers from the RFCSP responses to further evaluate as finalists. Finalists then will be allowed to submit revisions to their proposal to make a last and best final offer. Additional discovery may be performed to assist in selecting the finalist.

The finalist will be selected based on all of the evaluation criteria set forth in section 7.

2. Contact Information

2.1 Proposers are required to register with **Vendor Registry** to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished free of charge at:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>.

Any inquiries or requests for explanation in regard to the City requirements must be received no later than March 6, 2020. No oral interpretation or clarifications will be given as to the meaning or any part of the Request for Competitive Sealed Proposal documents. Prospective proposers desiring further information or interpretations must make requests in writing by email to Purchasing Director Paul Boyer at: purchasing@murfreesborotn.gov. Inquires along with the responses will be shared with all prospective proposers who have registered with Vendor Registry to received responses to inquiries in advance of the deadline for submission of proposals. Answers to all inquiries or requests involving substantive matters will be given to all proposers of record, in addendum form, will be posted on Vendor Registry and such information will be taken into account in the preparation of proposals.

2.2. Non-Lobbying Clause

Any supplier or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any City Staff Member, the Mayor, City Manager, Legal Department or any City employee except for the designated contact person in Item 2 above. Any supplier or lobbyist who violates this provision shall cause their Proposal to be considered not responsive and therefore ineligible for award.

3. Background

The City's Solid Waste Department is seeking proposals to equip the Solid Waste vehicles with a system designed to more efficiently help in routing, customer service, complaint management, to provide the drivers and the customer service representatives with proper notifications of problems on the routes. The City of Murfreesboro Solid Waste Department operates 12 automated side loader routes, 7 boom truck routes collecting brush and limbs and 4 rear loader routes. Murfreesboro is one of the fastest growing cities in the nation. This solution is to help in future routing, equipment needs, future capabilities of RFID carts and billing services.

4. Services Requested/Specifications.

4.1. GENERAL RESPONSIBILITIES

The Selected Proposer shall:

- a. Provide a system that is compatible with the AMCS Tower software, allows download of the Tower Route data into a mobile unit for paperless dispatch for rear loaders (RELS), automated side loader garbage trucks and knuckle boom trucks (brush collection trucks).
- b. The system must provide real time GPS mapping of all departmental vehicles including the direction, speed and route status. The system should display the route information, by stop order, on the mobile unit. This display should include any notes that are relevant for each stop. Special instructions such as handicap pickup will be required.
- c. The City Solid Waste Department will require at least one option on the hardware and mobile units with associated hardware, software, installation, maintenance and support pricing. All hardware must comply with Mil-STD-810 or SAEJ1455 specs and must be landfill tested.
- d. The software and routing database should provide multiple levels of security that can be controlled by the City administrator. There should be a full audit trail when any changes are made. Administrators full access to make adjustments as needed. This needs to be accomplished through a frontend interface, as opposed to backend programming.

4.2. FUNCTIONAL REQUIREMENTS – 30% weighted factor

The Selected Proposer shall fill out the detailed functional requirements spreadsheet and submit a digital copy. The functional requirements are outlined as follows:

Automated Waste Systems Requirements:

- a. Auto Waste Management System Requirements
- b. On-Board Mobile Units Hardware & Communications
- c. Hosting & Interface Requirements
- d. Routing & Work Order Management
- e. Vehicle Tracking
- f. Reporting

The requirement questions are classified into one of three types:

- a. Minimum requirements, only needing a "Yes" or "No" response.
- b. Response requires a "Yes" or "No" plus detailed information such as: number of units, specifications or other documentation. Provide information in the Proposer Comment column.
- c. Response is to include a Level indication from the values shown below, plus a description of how a requirement will be met by the proposed system. Provide information in the Proposer Comment column.

4.3. IMPLEMENTATION, EXPERIENCE, TRAINING AND VENDOR SUPPORT – 20% weighted factor

The implementation, experience, training and vendor support questions are classified into one of two types:

- a. Response requires a "Yes" or "No" plus detailed information such as: references, previous experience, specifications or other documentation. Provide information in the Proposer Comment column.
- b. Response is to include a Level indication from the values shown below, plus a description of how a requirement will be met by the proposed system. Provide information in the Proposer Comment column.

4.4. COST AND FEES – 50% weighted factor

The City of Murfreesboro desires transparency concerning all costs and fees proposed. All costs are to be itemized in the detailed costs spreadsheet provided including but not limited to:

- i. Hardware Costs
- ii. Software Costs
- iii. Other Automated Waste Management System Costs
- iv. Implementation Costs

The City of Murfreesboro budget year runs from July 1st to June 30th. The City requires an itemized cost for years 2, 3, and 4 for budgeting purposes. The City also requires the vendors to breakdown the cost of the initial installation of the project. The detailed spreadsheet provides pricing based on a per vehicle basis and a year 1 through year 4 for licensing, maintenance, support and initial integration support services. The vendor is required to identify any other ongoing licensing, maintenance and support costs or any additional services or items needed for this project. The spreadsheet also allows for optional services that the Vendor may want to provide that they believe is value-added to the City.

5. City Terms and Conditions

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents.

The Proposer must clearly and specifically detail all exceptions to the Terms and Conditions imposed in this section in the transmittal letter that will accompany its RFCSP response.

5.1 Standards

Proposer must affirm that under its employment policies, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Proposer will be required to certify and warrant that it will comply with this policy.

Proposer understands that it shall be a breach of City's ethical standards policies for any person to offer, give, or agree to give to any City employee or former employee, or for any City 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, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content this RFCSP, 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 this RFCSP or any contract or subcontract resulting therefrom.

A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

5.2 Federal Contractor Status.

The City is a federal government contractor, and by contracting with the City, the party whose proposal is selected ("Contractor") will be a federal government subcontractor. Therefore, in accordance with federal law, each proposer agrees, should it be awarded a contract pursuant to this solicitation, to abide with the following federal regulations:

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

5.3 Warranties

Proposer warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed and as outlined herein.

5.4 Indemnification

The Proposer shall indemnify the City and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the City arising from any operations, acts or omissions of Proposer related to the work. Proposer's indemnification shall also encompass any and all financial damages to City resulting from the activities and responsibilities of the Proposer, Proposer's employees, and subcontractors.

5.5 Terms for Payment

Payment for services delivered will be thirty (30) days from the date of the invoice.

5.6 Assignment

The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all of its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

5.7 Insurance

The successful Proposer shall maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:

- Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Technology errors and omissions insurance with minimum coverage of \$500,000 per claim. Such insurance policy shall include, at a minimum, coverage for data breach, data loss, and expense reimbursement. In addition, proposer must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

The selected Proposer must provide City with the required insurance certificates and endorsements naming the City as an additional insured on the liability coverages prior to contract execution.

5.8 Scope of Insurance and Special Hazards

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors against damage claims that may arise from operations

under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

5.9 Governing Law and Venue

The contract will be governed by the laws of the State of Tennessee. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

5.10 Compliance with Laws

The Proposer's contract shall comply with applicable Federal, State, and Local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

5.11 Compliance with Iran Divestment Act

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

6 Guidelines for this Request for Competitive Sealed Proposals Process

6.1 Basis for Proposals

Only information supplied by the City in writing should be used in the preparation of a proposal. Oral and other interpretations or clarifications shall not be binding. Proposers must acknowledge any subsequently issued addenda by signing and including such documents in the proposal.

6.2 Proposer Terms and Conditions

The Proposer must submit a complete set of any additional terms and conditions that it proposes to have included in contract negotiations with the City with its proposal. City will not accept any contract term limiting Proposer's liability to the amount of the contract. Additionally, the Proposer must submit any and all documents/agreements City must sign with its proposal.

6.3 Disclosure of Proposals

As a matter of state law, each Proposer's RFCSP response in its entirety will become a public record after completion of the selection process. The content of any proposal will not be disclosed to other Proposers during the selection process.

6.4 Late Proposals

Proposals must be received at the specified location on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of City, may not be considered.

6.5 Signing of Proposals

The submission and signature of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFCSP and therefore must be signed by a representative with the authority to do so.

6.6 Cost of Proposal

This RFCSP does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under the RFCSP. All costs directly or indirectly related to responding to this RFCSP (including all costs incurred in supplementary documentation or on-site interviews) until contract execution will be borne by the Proposer.

6.7 Conflict of Interest, Non-Collusion and Anti-Lobbying

The Proposer promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal, directly or indirectly, through any contact with City Council members or City employees between the release of this RFCSP and award of contract by City and that there will be no collusion and no conflict of interest.

6.8 Ownership of Proposals

All documents submitted in response to this RFCSP shall become the property of City.

6.9 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists between or among two or more Proposers;
- The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract;
- The Proposer lacks financial stability;
- The Proposer has failed to perform under a previous or current City contract;
- The Proposer has failed to adhere to one or more of the provisions established in this RFCSP;
- The Proposer has failed to submit its proposal in the format specified herein;
- The Proposer has failed to submit its proposal on or before the deadline established herein; or
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

6.10 Right to Waive Irregularities

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement provided that all proposals failed to meet the same mandatory requirement, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of City.

6.11 Withdrawal of Proposals

Proposals may be withdrawn by written notice if received by the City prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person and the Proposer signs a receipt for the proposal, but only if the withdrawal is made by a person clearly authorized to do so prior to the exact hour and date set for the receipt of proposals.

6.12 Amendment of Proposals

A Proposer must submit any amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of a previously submitted response and must be clearly identified as such in the transmittal letter. City will not merge, collate, or assemble proposal materials.

6.13 Proposal as Firm Offer

Responses to this RFCSP, including cost, will be considered firm for one hundred twenty (120) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposals must include a statement to that effect.

6.14 Exceptions to RFCSP Specifications

It is extremely important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the Proposer does not make clear that an exception is being taken, City will assume the proposal response is responding to and will meet the specification as written.

However, the City does not anticipate approving any exceptions to the specifications state herein.

Where the Proposer does not agree with City's terms and conditions, the proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording. Any minimum terms that City will have to agree to in order to enter into a contract with the Proposer and any item the Proposer considers to be a mandatory term must be submitted with the RFCSP response.

6.15 Consideration of Proposals

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

6.16 Termination

The City reserves the right to cancel this RFCSP at any time. City reserves the right to reject any or all proposals submitted in response to this RFCSP.

6.17 Taxes

Proposer will be responsible for the payment of any applicable tax on the services it will provide. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

6.18 Award of Contract

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred and twenty (120) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the

proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the Request for Competitive Sealed Proposals and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful Proposer begins any work authorized by City.

The award of the contract shall not become effective until the contract has been executed by the successful Proposer and City.

6.19 Appeal Process

Each Proposer shall be notified of the Proposer selected for recommendation to the City Council before the proposed City Council action. A protest by an aggrieved Proposer who is not selected will be heard by the City Council if filed with the City Council, through the City Recorder, within seven (7) days after the intended award is announced. Any issue raised by the protesting party after the seven-day period shall not be considered as part of the protest. The City Council may stay an award due to a pending protest without financial or other obligation to the Proposer recommended to the Council. The City Council may, by resolution, adopt rules and procedures applicable to protests.

6.20 Execution of Contract

The City shall authorize award of the contract to the successful Proposer. City will require the successful Proposer to sign the necessary documents entering into the required contract with City within ten (10) days of receipt and to provide the necessary evidence of insurance as required under the contract.

No contract for this project may be signed by City without the authorization of the City Council. No contract shall be binding on City until it has been approved as to form by the City Attorney and approved and executed by the Mayor or designee.

6.21 Interviews and Presentations

If deemed necessary to fully understand and compare the proposer's capabilities, the City may request presentations by proposers with possible subsequent interviews. Oral presentations may be time-limited. Presentations may include but not be limited to demonstrations of end-user reporting, ad-hoc or (other) report writing and uploading of files.

6.22 Auditable Records

The successful proposer must be prepared to maintain accounts and records in connection with its performance of services for City as reasonably required. The proposer must afford City agents or auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance. The records may be examined at any reasonable time during the term and for a period of three years following the completion of work under any contract. Upon request by the City, winning proposer shall be able to produce and exhibit all such records as requested. Records must be available within an office environment located not more than a 45 minutes' drive from the City's local office or the reasonable expenses incurred to access the records must be borne by successful proposer.

6.23 Miscellaneous

The City reserves the right to cancel this RFCSP and contract under a separate process. The selected proposer will be required to contract with the City and all contract terms are subject

to negotiations after the selection is made. The City may contract with any other proposer without renewing the RFCSP in the event the City and selected proposer are unable to mutually agree upon a contract for the desired services. Nothing herein may be taken as a commitment by the City upon which any proposer may act in reliance. All costs incurred in preparing a response are to be borne solely by each proposer.

6.24 Compliance with Iran Divestment Act

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

NOTE: All responses are subject to public disclosure in accordance with the Tennessee Open Records Law. In the event a proposer desires to share proprietary or confidential information, arrangements must be made with the City prior to disclosure of that information to any person or agent of the City.

7 Criteria Used to Evaluate Proposals

Proposals will be based on the comprehensive review of specifications listed in the Automated Waste Management Solution Requirements Spreadsheet and shall be weighted based on the following:

Functional Area	% of Assessment
Auto Waste Management System Requirements On-Board Mobile Units Hardware & Communications Hosting & Interface Requirements Routing & Work Order Management Vehicle Tracking Reporting	30%
Implementation, Experience and Training Requirements Vendor Support	20%
Cost & Fees	50%

8 RFCSP Requirements and Format

Please use the following format to structure your RFCSP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. **The number of pages in the RFCSP response cannot exceed 50 pages.** Appendices will not be counted as part of the 50-page limit. Resumes and marketing material may be included and will not be counted towards the 50-page limit; however, this information must be in its own section at the back of the RFCSP response. All materials must fit into a single binder. Please supply five hard copies and one electronic copy.

Cover Page and Table of Contents

Show the name of your firm, address telephone number(s), name of contact person and title and date. Table of contents should clearly identify material by section and page number.

Proposal

- 1) Proposer Profile: The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.
- 2) Qualifications: Proposer's qualifications to perform the services requested that will also address the evaluative criteria.
- 3) Experience: Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar services and projects.
- 4) References: Please provide references for at least three organizations for whom Proposer is or has provided similar services. Identify any public sector experience in Tennessee.
- 5) Key Personnel: Identify and provide a brief professional resume of the key personnel anticipated to be used to provide the services sought.
- 6) City's responsibilities: Identify and briefly describe the role and responsibilities Proposer would expect City to perform in achieving delivery of the requested services.

Submittal

All Proposals should be delivered to the Purchasing Department, City of Murfreesboro, 111 West Vine Street, Murfreesboro, TN 37130;

All Proposals must be delivered by 3:00p.m. local time, March 20, 2020. All proposals will be opened at that time in the Purchasing Office, 111 West Vine Street, Murfreesboro.

Iran Divestment Act

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

Signature: _____ Date: _____

Title: _____

**FAILURE TO SIGN AND RETURN THIS FORM IN BID PACKET BY DEADLINE
WILL AUTOMATICALLY DISQUALIFY BIDDER.**

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME:

ADDRESS:

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE:

TITLE: _____

(Print / type name as signed above): _____

DATE: _____

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.

1 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

2 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

3 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

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

State License Number: _____

Expires: _____

SEALED RESPONSE ENVELOPE LABEL

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

	SEALED QUOTATIONS & PROPOSAL ENCLOSED	
	Company Name: _____	
	Company Address: _____ _____	
	Company Telephone Number: _____	
	City of Murfreesboro Attn: Purchasing Office Purchasing Department 111 West Vine Street Murfreesboro, TN 37130	
License #		
License Status:		
Expiration Date:		
Bond Limits:		
Subcontractors:		License Expiration Dates:
Solicitation No: RFCSP-XX-2020		
Solicitation Title: Automated Waste Management Solution		
Solicitation Due: March 20, 2020, 3 P.M. Central Standard Time		

Sample Agreement for _____

This Agreement is entered into and effective as of the ____ day of _____ 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and _____, a _____ ("Contractor").

This Agreement consists of the following documents:

- This document
- ____ [Solicitation] _____ issued _____ (the "Solicitation");
- Contractor's Proposal, dated _____ ("Contractor's Proposal");
- Contractor's Price Proposal, dated _____ (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

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

2. Term.

- 2.1 The term of this Agreement commences on the Effective Date and expires on July 31, 2020. This contract automatically renews for four (4) additional one-year periods (for a total of up to 5 years) per mutual agreement between City and Contractor. Either party may terminate this Agreement by giving written notice to the other party sixty (60) days prior to a renewal date of this Agreement, unless the Agreement is otherwise terminated in accordance with this Agreement.
- 2.2 Termination. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.

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

3. Compensation; Method of Payment.

- 3.1 The price for the goods and other items and services to be provided under this Agreement is set forth in the detailed Price Proposal submitted by Contractor. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- 3.2 Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- 3.3 All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 3.4 Maintenance/support costs for subsequent years are paid every twelve months after initial payment for services.

4. Warranty. Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the proposal.

5. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (I) a standard certificate of insurance evidencing this coverage prior to commencement of

work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.”

6. Indemnification.

- 6.1 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.
- 6.2 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.
- 6.3 Copyright, Trademark, Service Mark, or Patent Infringement.
- a. 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.
- b. 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.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

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

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may

hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.**

13.1 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.

13.2 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 subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(b) The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified

protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(c) The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

- 19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 21. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

**CITY OF MURFREESBORO,
TENNESSEE**

By: _____
Shane McFarland, Mayor

CONTRACTOR

By: _____
Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/15/2020

Item Title: Consider Terms to Sell Drinking Water to Marshall County
Department: Water Resources Department
Presented by: Darren Gore

Summary

Marshall County desires to purchase 200,000 gallons per day of drinking water from Murfreesboro Water Resources for a minimum period of 5-years while they construct a new drinking water plant.

Summary of Water Sales Contract Terms

- Contract term limit of 5-yrs with one, 2-year renewal options beyond the initial 5-yr term, for a total maximum of 7-yrs.
- Limit the flow to a maximum of 216,000 gallons per day, or 150 gallons per minute.
- Contract price for water purchase be comprised of two components:
 - MWRD wholesale rate of \$2.35 per 1,000 gallons
 - CUD transmission rate of \$0.2641 per 1,000 gallons
- Develop milestones regarding approval of Marshall County's water plant construction progress:
 - Require TDEC plans approval at 3-yr mark to trigger 1st year extension of water sales contract
 - Require bid letting of water plant construction at 4-yr mark to trigger 2nd year extension of water sales contract
- Restrict the flow to coincide with MWRD's nonessential use reductions goals when a drought is declared by the Mayor.
- Adjust the sale price bi-annually per the Department's cost of service study (COSS) to reflect any adjustments to MWRD's wholesale costs and CUD's transmission costs

Background Information

Marshall County currently has a moratorium on building in their water system due to lack of capacity and inability to serve new development. Marshall County anticipates constructing a new drinking water plant but would like to purchase water for an interim period prior to completing this project. Marshall County is connected to CUD's water systems and had originally approached CUD about purchasing 200,000 gpd of drinking water from them. CUD's board is reluctant to sell water to them due to the outstanding, unexecuted Water Supply contract with the Corps of Engineers on J. Percy Priest reservoir.

I have spoken to Alan Cranford and discussed our ability to supply an additional 200,000 gpd into CUD's system and there are no challenges that he can foresee.

200,000 gpd represents 1% of the Stones River Water Treatment Plant's production capacity, or 20 MGD. MWRD's future requirement, under water restrictions during a drought in 2035, is a yield of 15.14 MGD; 200,000 gpd represents 1.3% of that total. MWRD is currently contracted with the Corps for 12.9 MGD during a drought period; 200,000 gpd represents 1.6% of that total.

The Water Resources Board was agreeable to these terms. If the Council is also agreeable, the City Legal Department will construct a draft contract for sale of drinking water with Marshall County and bring back a contract for Council review and approval.

Council Priorities Served

Improve economic development

Selling water to a neighboring community seeks to enhance our regional economy and afford that community growth opportunities.

Fiscal Impacts

MWRD's cost wholesale rate to Marshall County is proposed at \$2.35 per thousand gallons. Selling 200,000 gallons per day to Marshall County would generate roughly \$470 per day, or \$171,550 per year to MWRD's water sales revenue.