

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**April 2, 2020**

**PRAYER**

Mr. Rick LaLance

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. Request for 60 Day Extension for Submission of 2020-2025 Consolidated Plan (Community Development)
2. Emergency Solutions Grant Application (Community Development)
3. Grant Application Authorization Representative Designee (Community Development)
4. Request approval to Award ITB for Ammunition (Police)
5. Consider Amendment No. 4 to the Middle Tennessee Blvd. agreement between the City and TDOT (Transportation)
6. Asphalt Purchases Report (Water Resources)
7. Granular Activated Carbon Media Replacement (Water Resources)
8. Mechanical/Electrical Services Contract Task Order No. 20-01 (Water Resources)
9. Sanitary Sewer Rehab – Change Order #2 (Water Resources)
10. Water Plant Chemical Bid for 2020 (Water Resources)

**Old Business**

11. Ordinance 20-O-05: Amending Murfreesboro City Code Chapter 12 (2nd and final reading) (MFRD)

**New Business**

Land Use Matters

12. Planning Commission Recommendations (Planning)

On Motion

13. Engineering & Inspection Services – Sewer Rehabilitation 2020-21 (Water Resources)
14. Pall Membrane G3 Numatics Upgrades at the Stones River Water Treatment Plant (Water Resources)

**Licensing**

15. Sudden Service Ownership Change for Beer Permit (Finance)
16. Special Event Beer Permits (Finance)

**Board & Commission Appointments**

**Payment of Statements**

**Other Business**

**Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** CDBG 60-Day Consolidated Plan Extension Request to HUD

**Department:** Community Development

**Presented by:** Helen Glynn, Assistant Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Due to COVID-19, HUD is allowing communities to request 60-day extensions for submission of 2020-2025 Consolidated Plan.

**Staff Recommendation**

Authorize the Mayor to request a 60-day extension to the deadline for submission of the 2020-2025 Consolidated Plan for Murfreesboro.

**Background Information**

HUD recognizes the challenges to communities to complete updates to the 5-year Consolidated Plan due to COVID-19 and has offered deadline extensions of up to 60 days. Key parts of the update include public outreach and participation as well as public hearings. Murfreesboro's plan is currently due to HUD in May. This extension will accommodate a July submission.

**Council Priorities Served**

*Responsible budgeting*

CDBG funding provides additional services through federal funding, which supplements the local funding provided for community service.

*Improve economic development*

Improving economic development opportunities is an element that CDBG funding serves.

*Expand infrastructure*

Infrastructure development may be addressed through CDBG funding and implementation.

**Operational Issues**

The extension will allow Community Development staff additional time to complete the Consolidated Plan update while operating on alternate work schedules with limits on public gatherings.

**Fiscal Impact**

Updates to the Plan are funded in the current year CDBG Administration budget.

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** C2020-2021 Emergency Solutions Grant Application

**Department:** Community Development

**Presented by:** Helen Glynn, Assistant Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

THDA has notified the City that \$150,000 in Emergency Solutions Grant (ESG) funding is available for the 2020-2021 grant year.

**Staff Recommendation**

Authorize Community Development Staff and the Authorized Representative to electronically submit the ESG application subject to City Attorney approval.

**Background Information**

The ESG program is funding provided by HUD through THDA to assist eligible non-profit service providers for services to homeless individuals and individuals in danger of becoming homeless. The THDA notice included \$150,000 in grant funding plus \$11,250 for administrative costs. Community Development conducted a public notice and public outreach of the proposed funding and activities in March 2020. The application proposed funding to eligible non-profits based on applications to be received and reviewed by Community Development Staff.

**Council Priorities Served**

*Responsible budgeting*

ESG funding provides additional services through federal and state funding, which supplements the local funding provided for community service.

*Maintain public safety*

ESG funded services are provided by local non-profits in a safe and effective manner reducing risks of to the service population.

**Fiscal Impact**

All ESG activities are funded by the grant award including administrative costs. No general fund participation is required for these activities.

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Community Development Grant Application Authorized Representative Designation

**Department:** Community Development

**Presented by:** Helen Glynn, Assistant Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Authorize Helen Glynn, Assistant Director of Community Development, to act as Authorized Representative for state and federal grant applications on behalf of the City.

**Staff Recommendation**

Approve Helen Glynn to be the Authorized Representative of the City for federal and state grant applications from community Development and authorize her to sign and submit electronic signatures on behalf of the City.

**Background Information**

Community Development routinely submits grant applications to federal and state agencies. These applications are often submitted electronically through websites and require identification of an Authorized Representative submitting the grant applications on behalf of the City. The Authorized Representative often serves as the primary contact for the City on the grant application.

**Council Priorities Served**

*Responsible budgeting*

CDBG and ESG funding provides additional services through federal and state funding, which supplements the local funding provided for community service.

*Improve economic development*

Improving economic development opportunities is an element that CDBG funding serves.

*Expand infrastructure*

Infrastructure development may be addressed through CDBG funding and implementation.

**Fiscal Impact**

None.

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Approval to award ITB for Ammunition

**Department:** Murfreesboro Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Request approval to award ITB for ammunition for MPD.

**Staff Recommendation**

Approval to award ammunition bids to Precision Delta, Clyde Armory and GT Distributors Inc. per attached tabulation sheet. Approval of the award will be pending legal review and contract signing.

**Background Information**

MPD issued ITB-18-2020 for Police ammunition. The ITB was opened on February 6, 2020. After review, GT Distributors, Inc. was awarded Section F, Precision Delta was awarded Section A and Section D and Clyde Amory was awarded Section E. The purchase of ammunition essential for training and on-duty requirements.

**Council Priorities Served**

*Maintain public safety*

The awarding of the ITB will allow for the timely purchases of ammunition needed by MPD.

**Fiscal Impact**

The costs are currently budgeted and funded from operations monies previously approved.

**Attachments**

Bid Tabulation Sheet

**Bid Tabulation Sheet  
For  
ITB-18-2020 – Police Ammunition**

<b>Contractors</b>	<b>Price</b>	<b>Iran Divestment</b>	<b>References</b>	<b>Signature Sheet</b>	<b>Non-Collusion/ Drug-Free</b>	<b>GC License</b>
GT Distributors Inc.	Section F:	Yes	Yes	Yes	Yes/ N/A	N/A
Precision Delta	Section A: Section D:	Yes	Yes	Yes	Yes/ N/A	N/A
Clyde Armory	Section E:	Yes	Yes	Yes	Yes/ N/A	N/A

Recommend Award to: Precision Delta / Clyde Armory / GT Distributors Inc.

Amount of: Section A & Section D / Section E / Section F

Bid Opened by: Shaun Knight / Purchasing Analyst

Department Head Signature: 

Date: 3-17-2020

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Middle Tennessee Blvd. Improvement

**Department:** Transportation

**Presented by:** Jim Kerr

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider amendment No. 4 to the Middle Tennessee Blvd. agreement between the City and TDOT.

**Staff Recommendation**

Approval of the amendment No. 4 to TDOT agreement for Middle Tennessee Blvd.

**Background Information**

Staff has requested and received Amendment No. 4 to the original Agreement that extends the contract expiration date to 4/30/2021. Though the construction is substantially complete, the requested time will ensure adequate time for project closeout with TDOT and FHWA.

**Council Priorities Served**

*Responsible budgeting*

Improvement of the roadway infrastructure with federal dollars allows local funds to be used for other community purposes.

*Expand infrastructure*

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

**Fiscal Impact**

Extension of the term of the Agreement avoid federal funding on the project being lost.

**Attachments**

Amendment No. 4 to Agreement 090036 between the City and TDOT

**Amendment Number: 4**

**Agreement Number: 090036**

**Project Identification Number: 112090.00**

**Federal Project Number: HPP/CM/STP-M-9311(19)**

**State Project Number: 75LPLM-F3-016**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Middle Tennessee Blvd, From E. Main Street to Greenland Drive in Murfreesboro"

1. The language of Agreement # **090036** dated **APRIL 4, 2019**, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before **APRIL 30, 2020**.

to

The Agency agrees to complete the herein assigned phases of the Project on or before **APRIL 30, 2021**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF MURFREESBORO**

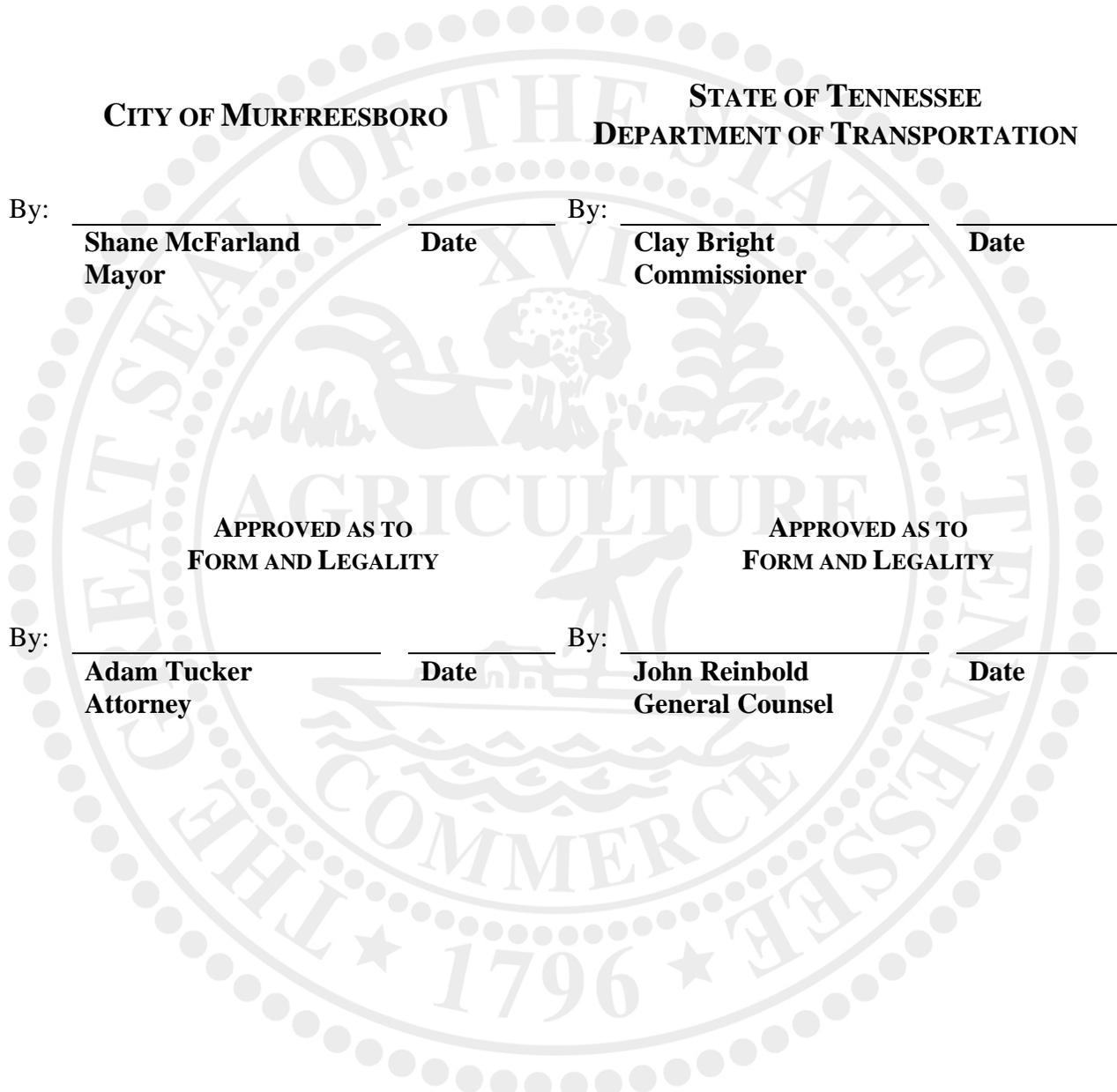
**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Shane McFarland** **Clay Bright**  
**Mayor** **Commissioner**

APPROVED AS TO  
FORM AND LEGALITY

APPROVED AS TO  
FORM AND LEGALITY

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Adam Tucker** **John Reinbold**  
**Attorney** **General Counsel**



# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Report of asphalt purchases.

**Staff Recommendation**

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

**Background Information**

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

Pursuant to the City Code, § 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

**Council Priorities Served**

*Responsible budgeting*

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

*Maintain public safety*

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

**Fiscal Impacts**

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

**Attachments**

Asphalt Purchases Report





# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Granular Activated Carbon Media Replacement

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Remove existing granular activated carbon media, clean the contactor and replace with new granular activated carbon media.

**Staff Recommendation**

Approve the purchase of granular activated carbon from Calgon Carbon Corporation in accordance with existing contract.

**Background Information**

The final extension of the contract for granular activated carbon media will expire on June 30, 2020. The Department has been working with Calgon Carbon Corporation since 2017. It is likely the cost will go up on virgin carbon during the next bid. As a result, the Department would like to utilize the existing contract to replace the media in June 2020 instead of July 2020.

**Council Priorities Served**

*Responsible budgeting*

Based upon current pricing conditions, purchase the media in FY20 instead of FY21 and rebid for FY22.

**Fiscal Impact**

The cost to conduct all work is \$111,000 in accordance with existing contract. Funding is requested to come from reserves.

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Mechanical/Electrical Services Contract Task Order No. 20-01

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

**Summary**

Assemble scaffolding, remove and replace existing flex connectors, and disassemble scaffolding.

**Staff Recommendation**

Approve Task Order No. 20-01 with John Bouchard and Sons in accordance with the existing Water/Wastewater Mechanical/Electrical Services Contract.

**Background Information**

There are two lime silos that are 20-feet off the ground where the existing flex connectors are leaking lime and need to be replaced. The Department's maintenance staff does not have the equipment to make this repair. The Department wishes to utilize the services of John Bouchard and Sons using the existing contract and they have the capability to perform the work.

**Council Priorities Served**

*Responsible budgeting*

MWRD is exercising responsible budgeting through utilization of existing contract.

**Fiscal Impact**

The cost to conduct all work is \$6,986 in accordance with existing contract. Funding is from FY20 Operating Budget.

**Attachments**

1. JBS Task Order 20-01 – Silo Flex Connectors
2. JBS Task Order 20-01 – Sunbelt Rental



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**TASK ORDER NO. – 20-01**

**March 10, 2020**

**BETWEEN**

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO  
acting by and through the Murfreesboro Water and Sewer Department**

**UNDER**

**Water/Wastewater System Mechanical/Electrical Services Contract**

**DATED**

**June 6, 2019 thru June 6, 2020**

**FOR**

**Silo Flex Connectors**

***Task Order – 20-01***  
***Silo Flex Connectors***  
***Murfreesboro Water Plant***

**BACKGROUND**

JBS has been asked to replace the existing Silo flex connectors at the water plant.

**SCOPE OF WORK**

Subcontract Sunbelt to erect and dismantle a scaffold system to gain access to the two flex connectors. The flex connectors and flange packs will be provided by Murfreesboro Water personnel. JBS will remove the existing flex connectors and install the two (2) owner-provided flex connectors.

**FISCAL IMPACT**

<b>Murfreesboro Service Contract Rate Sheet - 2020</b>
<b>Silo Flex Connectors</b>

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	4	\$75.00	\$300.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	2	\$67.00	\$134.00
Superintendent (OT)		\$100.50	\$0.00
Pipefitter/Welder (RT)	24	\$52.00	\$1,248.00
Pipefitter/Welder (OT)		\$78.00	\$0.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)		\$52.00	\$0.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	24	\$37.00	\$888.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck		\$15.00	\$0.00
15 ton Boom Truck*		\$115.00	\$0.00
30-50 Ton RT Crane*		N/A	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		\$12.00	\$0.00
6" Hydraulic Pump		\$17.00	\$0.00

Materials & Subcontractors		
Scaffolding - Sunbelt Quoted		\$4,014.10
Markup on Material & Subcontractors	10.00%	\$401.41

<b>TOTAL ESTIMATE</b>	<b>\$6,985.51</b>
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Contractor:

John Bouchard and Sons Company

City:

City of Murfreesboro

By: David Proctor JV

By: \_\_\_\_\_

Name: David Proctor

Name: Shane McFarland

Title: Project Manager

Title: Mayor

Date: 3/10/20

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Adam F. Tucker, City Attorney

**CONTRACTOR NOTICE CONTACT INFORMATION**

**CITY NOTICE CONTACT INFORMATION**

John Bouchard and Sons Company

Murfreesboro Water and Sewer Dept.

Mailing address 1024 Harrison St.  
Nashville, TN 37203

Mailing address 300 NW Broad St.  
Murfreesboro, TN 37130

Phone number 615-256-0112

Phone number 615-890-0862

Fax number 615-256-2427

Fax number 615-896-4259

Company Contact David Proctor

Company Contact Darren Gore

E-mail David.Proctor@jbouchard.com

E-mail dgore@murfreesborotn.gov



# SYSTEM SCAFFOLD QUOTE

**Branch #128**  
131 CADEN DR  
NASHVILLE, TN 37210 4422  
Office: (615) 248-6060  
[www.sunbeltrentals.com](http://www.sunbeltrentals.com)

**Timothy Lange**  
Cell: (317) 224-7685  
[timothy.lange@sunbeltrentals.com](mailto:timothy.lange@sunbeltrentals.com)

March 08, 2020

**Customer** **JOHN BOUCHARD & SONS CO. (#6148248)**  
1024 HARRISON STREET  
ATTN: JOHN BOUCHARD  
NASHVILLE, TN 37203

**Quote** **Q200128TL0302** (Active R0)  
QUO-164518-N1W4R1  
3/16/2020 to 4/13/2020

**Job Site** **Murfreesboro Waste Water Plant**  
5528 Sam Jared Dr  
Murfreesboro, TN 37130

**Contact** **David Proctor**  
(615) 256-0112  
[David.Proctor@jbouchard.com](mailto:David.Proctor@jbouchard.com)

## Introduction

### Introduction

#### INTRODUCTION

Sunbelt Rentals Scaffold Services ("Sunbelt") is thankful for the opportunity to do business with John Bouchard & Sons ("Customer"). We are happy to support you with a wide variety of installation services for your access needs such as: Frame & Brace Scaffold, System Scaffold, Shoring of Existing Structures, Re-Shoring, Trash Chutes, Scaffold Mounted Hoisting Options, Swing Stage, Man/Material Hoists, Mast Climbers, Interior/Exterior Vessel Access, Stair Towers and Overhead Protection Systems. In addition, we offer various training sets, for your lead men and crews that will apply to each of the products we provide.

We constantly advance the idea of what an equipment rental company can do for its customers, through unmatched customer solutions, uncompromising customer safety, and continuous innovation.

The latest equipment rental technology, more than 900 locations throughout the U.S. and Canada for pick-up or delivery, 550,000 units in our rental fleet, over 15,000 passionate employees with a "make it happen" attitude, and a culture of safety...

THIS IS THE POWER OF SUNBELT.

Thank you for considering Sunbelt Rentals Scaffold Services,  
Tim Lange

## Specifications

Sunbelt Scaffold Services will supply a scaffold for the replacement of the flex connectors that are approximately 23' off the ground on the third floor area of the Waste Water Treatment Plant. This scaffold will be approximately 3'10 W x 8'6" L x 17'H. This scaffold will have a ladder access with guard rail and toe boards.

## Scope

Sunbelt Scaffold Services will supply labor to erect and dismantle scaffold tower for the replacement of the flex connectors.

## Customer Responsibility

### Customer Responsibility

#### CUSTOMER RESPONSIBILITY

Return an executed copy of this quote along with a PO number (for tracking purposes ONLY-no terms) prior to the commencement of any labor associated with this job.

Have a customer representative on-site to sign off with the acceptance of the equipment and upon the completion of the build that it is to their satisfaction.

Customer shall be responsible for daily inspections after initial Sunbelt inspection.

Customer shall notify Sunbelt IMMEDIATELY if any possible damages have occurred to the scaffold that would affect the structural integrity.

Customer agrees to the following:

- Customer shall have all work permits in place prior to Sunbelt's arrival.
- Customer to provide a minimum of two-week's notice for scheduling of any labor phase.
- Customer shall maintain awareness of scaffold load capacities provided by Sunbelt.
- Customer shall provide all necessary floor protection (as applicable).
- Customer shall provide a barricade around the work area prior to Sunbelt's arrival on-site.
- Customer shall remove any obstructions from the scaffold work area.
- Customer shall provide a dedicated lay-down area for scaffold equipment prior to Sunbelt's arrival.
- Customer shall provide a clear and direct passageway from lay-down area to scaffold site.
- Customer shall be responsible for unloading/loading the truck of equipment and placing equipment in the location where the scaffold will be erected.
- Customer is responsible for patching and/or painting all penetration repairs where scaffold was secured to the building.
- Customer shall provide exclusive and interrupted access to elevator during both installation and removal phase of the work.
- Customer accepts that interruption of crane availability shall be as minimal as possible to avoid downtime which may result in a Time and Material charge in addition to this quote (as applicable).
- Customer shall provide logistics for efficient crane load-in upon delivery (as applicable).
- Customer shall provide the crane's maximum capacity for hoisting to required radius (as applicable).
- Customer shall provide signal man for hoisting & crane operation (as applicable).

## Pricing Details

<b>Equipment Rental:</b> <i>(4 week min.)</i>	<b>\$346.59 *</b>
<b>Daily Rental:</b> <i>(after initial 4 weeks)</i>	<b>\$12.38 *</b>
<b>Erection Price:</b>	<b>\$1,903.38 *</b>
<b>Dismantle Price:</b>	<b>\$1,268.92 *</b>
<b>Move Price:</b> <i>(see above)</i>	<b>\$0.00 *</b>
<b>Misc./Sales:</b> <i>(see above)</i>	<b>\$89.25 *</b>
<b>Rental Protection Plan:</b>	<b>\$0.00</b>
<b>Freight:</b> <i>(P/U-Del)</i>	<b>\$405.96 *</b>

**Quote Total:**

**\$4,014.10\***

\*Plus applicable taxes

## Terms and Conditions

**PROJECT CONTRACT SPECIFICATIONS** (a) Customer must be present at time of delivery to sign, inspect, count, and accept responsibility of equipment via Sunbelt Erection Inspection Checklist; (b) If Customer dismantles equipment, any equipment missing is Customer's responsibility and will be charged at replacement cost; (c) Should PE Stamped Drawings be required, additional charges apply. All such engineering work is limited to the Scaffold Design and Leg Loads and does not include analysis of job site structures; (d) Price herein assumes Sunbelt shall be exempted from participating in OCIP/CCIP requirements. If not exempted, additional charges apply; (e) Our quoted price is based on the written terms of this Quote. If we are requested to sign an agreement you prepare, this Quote in its entirety or, must be incorporated into that agreement. If there is a conflict between your agreement and the written and included terms of our Quote, the terms of our Quote shall govern; (f) Both parties shall accept this Quote within 30 days of Date of Quote (above) or it may, at our option, be considered null and void; (g) It is a condition precedent to work being scheduled that this Quote is signed and received by the Scaffold Services Branch listed below; (h) Allow two (2) week lead times for scheduling all labor phases. (i) All work will be performed during straight time hours on day shift, Monday through Friday 7:00 am to 3:30 pm, unless specifically noted otherwise; (j) All work beyond the scope of work outlined above will be reimbursed based on Sunbelt Rentals, Inc. current Man-Hour Rates. These rates shall be made available upon request. The Customer will be responsible for verifying all time sheets. Delays (over 30 minutes), remobilizations, and unacceptable work conditions not attributable to Sunbelt, will be charged at the current Man-Hour Rates and may include a 4 hour minimum and/or additional travel time charges; (k) Scaffolds to be erected to meet or exceed OSHA 1926.451 Subpart L (or as indicated herein).

**SCAFFOLD PRICE EXCLUSIONS.** The pricing of this Quote does not include the following, unless specifically described on the front of this Quote: (a) expenses incurred if the Customer's or the Job Site Physical Address safety requirements exceed State and Federal codes; (b) toeboards, screens and nets; (c) costs associated with providing a firm, compacted and level grade for all scaffolding; (d) any foundations or re-shoring required below sidewalk level or sub-basement level; (e) tarpaulins or other sheeting (scaffolding must be modified to withstand the additional wind loads, with such sheeting); (f) any costs for proof of drug testing or employment drug screening whether it be pre-employment, site required, or otherwise; (g) moving rolling towers; (h) lodging, meals, travel, transportation, or other extraordinary expenses; (i) performance bond, and/or OCIP/CCIP requirements, if required; (j) sales taxes, use taxes, or tariffs; (k) sealed shop drawings, if required; and (l) any other costs incurred due to the Job Site Physical Address conditions, delays, or safety considerations not attributed to Sunbelt will be invoiced to Customer on a time and material basis.

**CUSTOMER RESPONSIBILITIES.** Unless otherwise noted herein, Customer shall be responsible for the following, all at Customer's sole expense: (a) compliance with all laws and regulations related to the proper possession and use of scaffolding; (b) provide qualified, experienced, and adequate supervision of any and all users of the scaffolding including a competent person; (c) provide all training of all users as required by 29CFR1910, 29CFR1926, and other applicable local, state, and federal governing bodies, and all accepted industry standards; (d) all scaffold users have read and understand the Codes of Safe Practices; (e) provide a firm, compacted and level grade for all scaffolding; (f) provide suitable crane and forklift support, or other material handling, as needed for the Work; (g) verify that the existing structure will safely support the additional vertical and horizontal loading from the scaffold; (h) repair all holes in existing structure left as a result of concrete anchors or other ties necessary to stabilize scaffold structure; (i) arrange with the Utilities Authority for all necessary safeguards, notifications and process lock-outs prior to erection date; (j) provide electric power and lighting to suit Sunbelt requirements; (k) supply any necessary flagmen or temporary barriers or signs, etc.; (l) if Sunbelt will be working in the vicinity of water, necessary boatmen and boat as defined in OSHA regulations; (m) any ground protection, i.e. for furniture, machines, carpets, landscaping, etc; (n) toilets and wash facilities; (o) a firm, compacted and level grade laydown yard during both erection and dismantling; (p) security of Sunbelt equipment and materials within laydown yard; (q) restoration of the laydown yard following completion of the Work; (r) all permits; (s) Falling Object Protection and any citations and/or fines OSHA may impose for failure to do so; (t) Customer's fall protection systems and methods during the use of the scaffolding that comply with all laws and be at Customer's risk; (u) assume all risks associated with the possession, custody and operation of and full responsibility for, the equipment, including but not limited to, personal injury, death, rental charges, losses, damages and destruction, including customer transport, loading and unloading; and (u) maintain general and auto liability insurance of not less than \$2,000,000 per occurrence, including coverage for Customer's contractual liabilities herein (such as the indemnification clause); property insurance against loss by all risks to the Equipment, in an amount at least equal to the fair market value thereof; and worker's compensation insurance. Such policies shall be primary (and not on an excess basis), on an occurrence basis, name Sunbelt as an additional insured and loss payee. Customer shall provide Sunbelt with certificates of insurance evidencing the coverage required above prior to any rental and any time upon Sunbelt's request.

**SCAFFOLD CONDITIONS AND ASSUMPTIONS.** Unless otherwise specified herein to the contrary: (a) the scaffolding will be erected and dismantled one time only; (b) any alterations not described herein will be charged at the applicable time and material rates; (c) any overtime work shall be invoiced at the applicable time and material rates; and (e) the work performed by Sunbelt will be done in accordance with applicable state and federal codes.

**INDEMNIFICATION.** Sunbelt indemnifies, releases, defends and holds Customer harmless from and against any third party claims including any and all liabilities, losses, damages, claims, penalties, fines and expenses, including attorney's fees, for any damages to property and/or persons including death ("Claims") to the proportionate extent caused by Sunbelt or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Customer will (i) give Sunbelt prompt notice of any such Claim, and (ii) at Sunbelt's reasonable request, cooperate with Sunbelt in the defense and settlement of the Claim. Customer indemnifies, releases, defends and holds Sunbelt harmless from and against any third party claims including any and all Claims to the proportionate extent caused by Customer's or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Sunbelt will (i) give Customer prompt notice of any such Claim, and (ii) at Customer's reasonable request, cooperate with Customer in the defense and settlement of the Claim. Notwithstanding anything contained in any agreement between the parties to the contrary, Sunbelt's requirement to provide additional insured, primary, non-contributory and waiver of subrogation status shall be limited to the extent of Sunbelt's indemnification obligations herein.

**SCAFFOLD CHANGE ORDERS.** If Customer requests a change in the Work, Sunbelt shall send Customer's "Point of Contact" a change order request in written form. Customer shall return a signed copy of the change order to Sunbelt; provided however, if no objection to the change order is received by Sunbelt, the change order shall be deemed approved by Customer.

**INSPECTION AND ACCEPTANCE.** On Customer's acceptance of the erected scaffold, Customer will be responsible for the maintenance, control, proper use and supervision of the scaffold until such time as the scaffold is fully dismantled and returned to Sunbelt for removal from the Job Site.

**OTHER TERMS.** The remaining provisions of this Quote are shown on the following page and incorporated herein by reference and can also be found at: <https://www.sunbeltrentals.com/services/scaffold/termsandconditions>

## Quote Acceptance

JOHN BOUCHARD & SONS CO.

David Proctor

Acceptance Signature of Customer's Authorized Representative

Date

Sunbelt Rentals, Inc.

Timothy Lange

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Sanitary Sewer Rehab – Change Order #2

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

**Summary**

Construction Change Order #2 to the 2018/19 Sanitary Sewer Rehabilitation Contract.

**Staff Recommendation**

Approval of Change Order #2 in the amount of \$79,645 to be added to the project along with an additional 44 days for the construction.

**Background Information**

Bids were received July 11, 2019 for sanitary sewer rehabilitation and repairs. The project was awarded to SBW Constructors in the amount of \$3,842,301. Change Order #1 was approved at the January 2020 Board meeting in the amount of \$150,812, adding 73 days.

Staff has now requested S&ME to prepare Change Order #2 for the project to add additional time to the project, open-cut sewer point repairs, lining and plugging of manholes per the description on the recommendation from S&ME. This additional work was determined as necessary either through field verification by SBW prior to performing work, pre-rehab videos performed by a sub-contractor to SBW and/or recent video by Operations & Maintenance. The additional time added to the project is due to the wet weather inhibiting the ability to by-pass pump the sewer necessary to install the CIPP liners on large sewer mains.

**Council Priorities Served**

*Responsible budgeting*

Bringing change orders for approval prior to additional work being completed and keeping construction time accounted for is required per City Code.

*Expand infrastructure*

Sanitary sewer rehabilitation extends our sewer infrastructure life by providing structural support and prolonging the need for total replacement.

## Fiscal Impact

Funding for the Engineering, Construction Administration, Inspection and Construction was approved from a combination of 2018/2019 and 2019/2020 Budget & Working Capital Reserves.

Funding Source	Budgeted Amount	Engineering Expenditures	Construction Expenditures	Remaining
Rate Funded Operating Budget 2018-19	\$1,000,000	\$(432,000)	\$0	\$568,000
Working Reserves 2018-19	\$1,500,000		\$0	\$1,500,000
Rate Funded Operating Budget 2019-20	\$1,000,000	\$0	\$(3,842,301)	\$1,000,000
Working Reserves 2019-20	\$1,000,000	\$0		\$(2,842,301)
Change Order #1			\$(150,812)	\$(150,812)
Change Order #2			\$(79,645)	\$(79,645)
<b>Total</b>	<b>\$4,500,000</b>	<b>\$(432,000)</b>	<b>\$(4,072,758)</b>	<b>\$(-4,758)</b>

The total contract amount with this change order will be \$4,072,758.

## Attachments

1. S&ME Recommendation
2. Change Order #2



March 16, 2020

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

**RE: Murfreesboro 2019 Rehabilitation Project  
Murfreesboro, Tennessee  
Proposed Change Order No. 2**

Dear Ms. Smith:

As part of the open cut work currently being performed, additional repairs not originally in the contract scope have been identified. This additional work is summarized below.

- Add footage of point repairs beyond 20-feet for segments 002A0230\_002A0220 to replace additional pipe in disrepair.
- Additional asphalt paving overruns for repairs on Trinity Drive at segment 002A230\_002A0220.
- Tree removal efforts for point repairs on segment 018Z0010\_018AA0030 near Parkview Terrace.

Additional items have also been identified by MWRD staff that should be addressed and added to the project scope based on recent findings (excessive wet weather I/I observed and an emergency repairs). This additional work is summarized below.

- Point repair of segment 045C0020\_045C0010 on Racquet Clube Drive.
- Point repair, inside drop installation, fence removal and replacement, tree removal and potential concrete excavation of segment 045J0020\_045J0010 off Wellington Place.
- Service lateral open cut replacement of segment 001H0070\_001H0080 on Riverview Drive.
- Lining manholes 012S0080 and 024A0040.
- Plugging abandoned incoming line to the south at MH 024A0040 on Johnson Street.

Additional construction time (44 calendar days) associated with the added scope of work is included in the Change Order. The revised contract end date is October 10, 2020. The total net change of work is an increase of \$79,645.00 (see attached change order for details). S&ME staff recommends approval for Change Order No. 2. If you have any questions regarding this change order, please contact me to discuss at your convenience.



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Sincerely,

**S&ME, INC.**

A handwritten signature in blue ink that reads "Gary Heusser, Jr." in a cursive script.

Gary Heusser, Jr., PE  
Project Manager

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

Attachment – Proposed Change Order No. 2

**CHANGE REQUEST FORM (CRF)**

Owner Contract No. **Project No. 18043**  
 Project Name: **Murfreesboro 2019 Rehabilitation Project**  
 Engineer: **S&ME, Inc.**  
 Contractor: **SBW Constructors, LLC**

Requested By: **Murfreesboro Water & Sewer Department**  
 Drawing:  
 Problem Desc: **This CRF is to add additional quantities and time to repair defects discovered Internal operation and maintenance inspections and unforeseen conditions in the field during construction. See attached map**

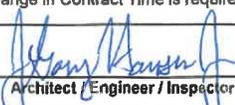
**Revised Scope Description/Details**

Item No.	Description	Qty	Unit	Unit Price	Item Total
<b>ADD</b>					
3h	15-inch Mainline Sewer Point Repair 12-foot to 18-foot depth - Open Cut Repair beyond 20 Feet in Length - Paved	1	EA	\$11,000.00	\$11,000.00
5n	10-inch Mainline Sewer Point Repair 12-foot to 18-foot depth - Open Cut Repair beyond 20 Feet in Length - Paved	7	LF	\$345.00	\$2,415.00
5o	10-inch Mainline Sewer Point Repair 18-foot to 20-foot depth - Open Cut Repair up to 20 Feet in Length - Paved	1	EA	\$20,000.00	\$20,000.00
6j	8-inch - Service Lateral Replacement - Open Cut up to 25-Linear Feet - 12-foot to 18-foot depth	1	EA	\$5,200.00	\$5,200.00
6p	8-inch Mainline Sewer Point Repair 12-foot to 18-foot depth - Open Cut Repair up to 20 Feet in Length - Unpaved	1	EA	\$8,500.00	\$8,500.00
11a	Lining 48-inch Diameter Manhole	17	VF	\$340.00	\$5,780.00
11c	Plug Abandoned Line at Manhole	1	EA	\$400.00	\$400.00
11h	Install Inside Drop Bowl and Associated Piping	8	VF	\$325.00	\$2,600.00
13a	Asphalt	900	SF	\$15.00	\$13,500.00
15o	Tree Removal at Segment 018Z0010_018AA030 for Point Repairs	1	LS	\$1,000.00	\$1,000.00
15p	Fence Removal and Replacement and Tree Removal at Segment 045J0020_045J0010	1	LS	\$5,000.00	\$5,000.00
16a	Concrete Excavation	10	CY	\$425.00	\$4,250.00

<b>DEDUCT</b>				
<b>CHANGE IN CONTRACT VALUE</b>				
<b>\$79,645.00</b>				
ORIGINAL CONTRACT VALUE				
\$3,842,301.00				
REVISED CONTRACT VALUE AFTER CHANGE ORDER #1				
<b>\$3,993,113.00</b>				
REVISED CONTRACT VALUE AFTER CHANGE ORDER #2				
<b>\$4,072,758.00</b>				

**Contractor Acknowledgement:**

<input type="checkbox"/> No Change in Contract Amount is required.	<input checked="" type="checkbox"/> A Change in Contract Amount is required:	<b>\$79,645.00</b>
<input type="checkbox"/> No Change in Contract Time is required.	<input checked="" type="checkbox"/> A Change in Contract Time is required:	<b>44</b>


  
 Architect / Engineer / Inspector / RPR Contractor

<p>Change in Contract Amount is within the Contingency Amount authorized under Resolution No. <u>NA</u></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>_____          Engineer / Architect Project Manager</p>	<p style="text-align: center;"><b>Proceed with Execution</b></p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>_____          Owner's Representative</p>
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Distribution: Engineer, Owner; Central Files

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** 2020 Water Plant Chemical Bid

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Bids for calcium oxide (quicklime) and fluorosilicic acid (fluoride) for the Stones River Water Treatment Plant.

**Staff Recommendation**

Approve chemical bids from the lowest responsible and responsive bidder for water treatment chemicals.

**Background Information**

Bids were publicly opened on March 23, 2020 for water treatment chemicals to be used at the Stones River Water Treatment Plant. There are only two chemicals bid for FY21. They are calcium oxide (quicklime) and fluorosilicic acid (Fluoride). There were two bidders for calcium oxide and three bidders for fluorosilicic acid. The low bid for calcium oxide was from Carmeuse Lime & Stone at \$0.123665 per pound and Univar Solutions USA, Inc. for fluorosilicic acid at \$0.1490 per pound.

**Council Priorities Served**

*Responsible budgeting*

MWRD bids chemicals annually that are either not in the best interest of the Department to extend or contracts that cannot be extended.

**Fiscal Impact**

The price of the chemicals is reflected in the FY21 Operating Budget with a contract price through June 30, 2021. The estimated annual expense for FY21 Operating Budget for calcium oxide is \$225,000 and fluorosilicic acid is \$20,000.

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Amendments of City Code Chapter 12  
[Second Reading]

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

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## Summary

Amendments to City Code updating Chapter 12 – Fire Prevention.

## Staff Recommendation

Approve the proposed amendments to City Code Chapter 12.

## Background Information

Amendments to Chapter 12 of the City Code are needed to better define MFRD and the scope of services provided. Additionally, the amendments delete the Article regarding Early Fire Warning Systems and create an Article regarding Open Burning.

## Council Priorities Served

*Maintain public safety*

Accurate definition of MFRD and the scope of services provided is essential to providing effective public safety. Open Burning ordinances will allow MFRD to keep the community much safer with fewer adverse impacts to citizens related to open burning.

## Fiscal Impacts

None

## Attachments

1. Ordinance 20-O-05 and Attachment A
2. Tracked Changes to Chapter 12

**ORDINANCE 20-O-05** amending the Murfreesboro City Code,  
Chapter 12, Fire Prevention.

**WHEREAS**, it is necessary to better define the Murfreesboro Fire Rescue  
Department and the scope of services provided by the Department; and,

**WHEREAS**, Early Fire Warning System regulations are included in  
International Code Council Codes previously adopted by the City, and are therefore  
to not need to be addressed separately in this Chapter; and,

**WHEREAS**, unregulated open burning in a densely populated community,  
such as the City of Murfreesboro, creates the potential for fire spread, poor air  
quality, breathing issues for at risk populations, and a nuisance; and,

**WHEREAS**, it is in the best interest of public safety to establish procedures  
and regulations regarding open burning.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. Chapter 12, Fire Prevention, of the Murfreesboro City Code is  
hereby amended by renaming the chapter "Chapter 12. Fire Prevention and Fire  
Rescue Services", deleting the chapter in its entirety, and substituting in lieu  
thereof the language on Attachment A, retaining all legislative and ordinance  
history and notes referenced therein.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its  
passage upon second and final reading, the public welfare and the welfare of the  
City requiring it.

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL

## ORDINANCE 20-O-05 - ATTACHMENT A

### Chapter 12 - FIRE PREVENTION AND FIRE RESCUE SERVICES <sup>[1]</sup>

#### Footnotes:

--- (1) ---

**Charter reference**— Charter § 4(46), regulation of manufactories likely to produce fires; Charter § 4(50), prevention of fires; Charter § 4(51), inspection of buildings relative to health and safety; Charter § 4(58), provision for extinguishment of fires, organization and maintenance of a fire company; Charter § 90, duties of the Fire Department; Charter § 91, police powers of Chief and assistants.

**Cross reference**— Ch. 7, buildings; Ch. 11, electricity; Ch. 15, gas; Ch. 17, property standards; Ch. 23, plumbing; Ch. 27.5, stormwater management; Code § 28-20, burning of inflammable matter on any sidewalk, pavement, or street prohibited; Appendix A, zoning.

### ARTICLE I. - IN GENERAL

#### Section 12-1 - International Fire Code—Adopted.

The International Code Council's 2018 International Fire Code, including Appendix Chapter C and D, ("International Fire Code") is hereby adopted and incorporated in full as if set out at length herein, except as specifically amended, modified, or deleted in this chapter. All structures and premises within the City and the use thereof, all safeguards against the hazards of fire and explosion in and on such structures and premises, and all matters related to the construction, extension, repair, alteration, or removal of fire suppression and alarm systems within the City shall comply with the provisions of the International Fire Code. One copy of International Fire Code has been filed and shall remain on file in the office of the City Recorder.

(1949 Code, Ch. 10 § 1; Ord. of 05-25-67 § 1; Ord. of 02-17-72 § 1; Ord. No. 78-9 § 1, 04-27-78; Ord. No. 79-35 § 1, 11-08-79; Ord. No. 80-4 § 1, 05-08-80; Ord. No. 84-2 § 1, 01-05-84; Ord. No. 86-36 § 1, 10-09-86; Ord. No. 96-O-01 § 1, 01-18-96; Ord. No. 01-O-82 § 1, 01-10-02; Ord. No. 03-O-20 § 1, 06-12-03; Ord. No. 07-O-06 § 1, 02-08-07; Ord. No. 13-O-59 § 11, 01-16-14; Ord. No. 18-O-71 , § 11, 01-17-19)

#### Section 12-2 - International Fire Code—Amended.

The International Fire Code is hereby specifically amended, modified, or deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase "[name of jurisdiction]" and substituting in lieu thereof the phrase "the City of Murfreesboro, Tennessee."
- (B) Section 103 on creation of a department is amended by deleting the phrase "department of fire prevention" and substituting in lieu thereof the phrase "Murfreesboro Fire Rescue Department."
- (C) Section 105 on permits is deleted.
- (D) Section 106 on Fees is deleted.
- (E) Section 108 on a board of appeals is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the fire code official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code."
- (F) Section 113 on fees is deleted.

- (G) Section 404.2.3 is amended by deleting the word "approved" in the first sentence and substituting the word "reviewed".
- (H) Section 505.1 is amended by deleting the section's fifth and sixth sentences, which begins "Numbers shall be..." and substituting in lieu thereof the following: "Except for buildings located on the City's public square and for townhomes, single-family dwellings, and duplex buildings located elsewhere within the City, numbers shall be a minimum of 8 inches (203.2 mm) high with a minimum stroke width of 1.5 inches (38.1 mm)."
- (I) Appendix B Fire Flow Requirements for Buildings is adopted.
- (J) Appendix C Fire Hydrant Locations and Distribution is hereby adopted.
- (K) Appendix D Fire Apparatus Access Roads is amended as follows:
  - (1) Section D103.1 is amended by deleting the phrase "26 feet (7925 mm)" and in lieu thereof substituting "20 feet (6096 mm)."
  - (2) Table D103.4 and Figure D103.1 are amended by deleting all references to "96- foot diameter cul-de-sac" and in lieu thereof substituting "84-foot diameter cul-de-sac."
  - (3) Section D107 is deleted.

(Ord. No. 78-9 § 1, 04-27-78; Ord. No. 01-O-82 § 2, 01-10-02; Ord. No. 03-O-20 §§ 1, 2, 06-12-02; Ord. No. 07-O-06, §§ 2-5, 02-08-07; Ord. No. 13-O-59 § 11, 01-16-14; Ord. No. 18-O-71, § 11, 01-17-19)

#### **Section 12-3 - Penalty.**

Any person found guilty of violating any provision of the International Fire Code, as amended in Section 12-2, or who fails to comply with any of the requirements thereof, or who shall erect, construct, alter, move, or demolish any structure in violation of this Chapter shall be subject to punishment as provided in Code § 1-8.

(1949 Code, Ch. 10 § 3; Ord. of 05-25-67 § 3; Ord. No. 01-O-82 § 3, 01-10-02; Ord. No. 03-O-20 § 1, 06-12-03)

#### **Section 12-4 - Storage of explosives and blasting agents.**

The storage of explosives and blasting agents within the City, except as permitted by the State Fire Marshall's Office for temporary storage, is hereby prohibited.

(Ord. of 07-10-22 § 1; Ord. of 05-25-67 § 4)

#### **Section 12-5 – Central fire district.**

The following described area of the City shall be and is hereby declared to be the Central Fire District of the City, to wit:

The area bounded on the north by Lytle Street; on the east by Academy Street; on the south by Vine Street; and on the west by Broad Street and Front Street.

(1949 Code, Ch. 10 § 5; Ord. of 05-25-67 § 5; Ord. No. 90-38 § 1, 09-06-90)

**Section 12-6 - Storage of flammable or combustible liquids.**

Storage of flammable liquids in outside above-ground tanks is prohibited in the Central Fire District. New bulk plants for flammable or combustible liquids are prohibited in the Central Fire District.

(1949 Code, Ch. 10 § 6; Ord. of 05-25-67 § 6; Ord. of 02-17-72 § 2; Ord. No. 01-O-82 § 4, 01-10-02)

**Section 12-7 - Storage of liquefied petroleum gas.**

Bulk storage of liquefied petroleum gas is prohibited in the Central Fire District.

(Ord. of 07-10-22 § 1; Ord. of 05-25-67 § 7; Ord. No. 01-O-82 § 5, 01-10-02)

**Section 12-8 - Adoption of state law.**

The provisions of T.C.A. §§ 68-120-101 to 68-120-204, inclusive, are hereby adopted and made applicable to all buildings and structures located within the corporate limits of the City insofar as such provisions are applicable to such buildings and structures. Any person found guilty of violating or failing to comply within any provision of the above-referenced state laws shall be subject to punishment as provided in Code § 1-8.

(Ord. of 03-09-39 § 3; Ord. of 05-25-67 § 7; Ord. No. 01-O-82 § 10, 01-10-02)

**State Law reference—** T.C.A. §§ 68-120-101—68-120-204.

**Section 12-9 - Adoption of regulations of State Fire Marshal.**

The regulations of the State Fire Marshal made pursuant to T.C.A. §§ 68-102-101 to 68-102-204 are hereby adopted and made applicable to and within the corporate limits of the City. Any person found guilty of violating or failing to comply with such regulations shall be subject to punishment as provided in Code § 1-8.

(Ord. of 05-25-67 § 7; Ord. No. 01-O-82 § 11, 01-10-02)

**State Law reference—** T.C.A. § 68-102-101—68-102-204.

**Sections 12-10—12-13 - Reserved.**

**ARTICLE II – FIRE RESCUE DEPARTMENT**

**Section 12-14 – Fire Rescue Department.**

The Fire Rescue Department is responsible for the delivery and coordination of fire suppression, fire prevention, hazardous materials, technical rescue, and emergency medical services within the corporate limits of Murfreesboro, regardless of whether such services are provided directly by Department personnel or pursuant to an interlocal agreement or other contract for services.

**Section 12-15 – Fire Rescue Chief.**

The Fire Rescue Chief shall serve as the City's chief fire official, the director of the Fire Rescue Department, and an Assistant to the Commissioner of the Department of Commerce and Insurance for

the City of Murfreesboro pursuant to TCA § 68-102-108. The Fire Rescue Chief and any deputy or assistant of such Chief in charge at any fire or emergency scene shall have the same police powers at such scene as the Chief of Police, under such regulations as may be prescribed by ordinance.

**Section 12-16 – Fire Rescue Administration.**

The Administrative Division of the Fire Rescue Department is responsible for all administrative aspects of the Department, including budget, planning, personnel matters, hiring and promotional processes, purchasing, fleet, facilities, policies/procedures/guidelines, and Department-related ordinances.

**Section 12-17 – Fire Rescue Operations.**

The Operations Division is responsible for all shift related operations, including safety, staffing, equipment, response, mitigation, station operations. The Operations Division also ensures coordination and compliance for national standards, accreditation, and ISO rating.

**Section 12-18 – Emergency Medical Services.**

The Fire Rescue Department through the Emergency Medical Services Division is responsible for the delivery of emergency medical services within the corporate limits of Murfreesboro pursuant to T.C.A. § 7-61-102 through § 7-61-104, regardless of whether such services are provided directly by Department personnel or pursuant to an interlocal agreement or other contract for services. This division is responsible for medical supplies, training, personnel certification and licensure, and coordination with county and state officials and agencies.

**Section 12-19 – Community Risk Reduction.**

The Community Risk Reduction Division is responsible for fire related code inspections, plans review, fire origin and cause determination, arson investigation, public life safety education programs. The Division is also responsible for child safety seat inspections and installations, the Citizens Fire Rescue Academy, Special and Public Event programs, and other accident and injury prevention programs.

**Section 12-20 – Training.**

The Training Division is responsible for ensuring that all certified Fire Rescue personnel receive initial and ongoing training across all fire, EMS, rescue, and risk reduction disciplines. These responsibilities include delivery and coordination of initial recruit and ongoing training. The Training Division is also responsible for assisting Fire Rescue Administration with all entry-level hiring and promotional processes as set out by the succession plan, policies, and procedures.

**Section 12-21 -Special Operations.**

The Fire Rescue Department is responsible for the delivery of special operations services within the city limits of Murfreesboro. These services include water rescue, high and low angle rescue, trench rescue, confined space rescue, vehicle extrication, and hazardous materials response and mitigation.

**Section 12-22 – National Incident Management System / Incident Command.**

The Fire Rescue Department recognizes and utilizes the National Incident Management System and the Incident Command System on all responses and for planned events. An incident commander shall be assigned on all responses in accordance with T.C.A. § 6-21-703.

**Section 12-23 – Mutual /Automatic Aid.**

The Fire Rescue Department will provide mutual aid—pursuant to T.C.A. § 58-8-103 and T.C.A. § 58-8-113—to political subdivisions, state agencies, and federal agencies, upon request so long as resources

and circumstances allow. Requests from within Rutherford County shall be evaluated and approved or denied by a Battalion Chief on-duty at the time of the request. Requests from any county in the State of Tennessee shall be evaluated and approved by the Fire Rescue Chief or the Chief's designee. Requests for aid outside of the State of Tennessee will be evaluated by the Fire Rescue Chief or the Chief's designee and must be approved in advance by the City Manager or the City Manager's designee. Automatic Aid agreements may be implemented after evaluation of the Fire Rescue Chief and approval of all involved governing bodies.

### **ARTICLE III. - PYROTECHNICS / FIREWORKS**

#### **Section 12-24 - Permits required.**

It shall be unlawful for any person to manufacture, sell, offer for sale, ship or cause to be shipped into the City any fireworks or pyrotechnic device without first having secured applicable permits from the State Fire Marshall and from the City Recorder.

(1949 Code, Ch. 10 § 7; Ord. of 03-28-68 § 1; Ord. No. 82-6 §§ 1, 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95)

**Charter reference**— Charter § 4(47), regulation or suppression of the sale/use of fireworks.

**State Law reference**— T.C.A. § 68-104-102, permits.

#### **Section 12-25 - City fireworks permit.**

The fee for City fireworks permit required by Code § 12-24 shall be \$500.00. The City Recorder shall have the authority, upon receipt of a properly supported application, to issue a permit between January 4th and December 31st; all permits shall expire on the third day of January following the year in which the permit was issued. The permit shall not be issued by the City Recorder without proof that the State Fire Marshal has issued a current and valid permit to the applicant. The City fireworks permit may be revoked for violations of T.C.A. § 68-104-101 et seq. The issuance of the City fireworks permit shall not replace or relieve the applicant's obligation to obtain a business tax license. A copy of the applicable City permit, and the days and hours of lawful use of fireworks within the City of Murfreesboro, must be prominently displayed at all fireworks sale locations.

(1949 Code, Ch. 10 § 8; Ord. of 03-28-68 § 1; Ord. of 11-15-73 § 1; Ord. No. 82-6 §§ 1, 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 1, 06-09-05)

**State Law reference**— T.C.A. § 68-104-101.

#### **Section 12-26 - Seasonal sales of fireworks.**

Items of fireworks may only be sold, offered for sale, or shipped in the City, by persons permitted by the State as fireworks seasonal retailers, between June 28th and July 5th and between December 26th and January 2nd of the following year.

(Ord. No. 82-6 § 2; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 2, 06-09-05; Ord. No. 08-O-50 § 1, 12-18-08)

**Section 12-27 - Seasonal use of fireworks.**

Fireworks may only be used within the City on January 1<sup>st</sup>, July 3<sup>rd</sup>, July 4<sup>th</sup>, July 5<sup>th</sup>, and December 31<sup>st</sup>, except when used in a public display which has received a permit from the State Fire Marshal. Fireworks may be used between the hours of between 12:01 a.m. (midnight) and 1:00 a.m. and between 10:00 a.m. and 11:00 p.m. on January 1<sup>st</sup>; 10:00 a.m. and 11:00 p.m. from July 3<sup>rd</sup> through July 5<sup>th</sup>; and between 10:00 a.m. and 12:00 a.m. (midnight) on December 31<sup>st</sup>.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 3, 06-09-05; Ord. No. 08-O-50 § 1, 12-18-08; Ord. No. 15-O-64 § 1, 12-03-15)

**Section 12-28 - Public displays of fireworks.**

A public display of fireworks may be conducted only by the holder of a permit issued in accordance with the rules and regulations promulgated by the State Fire Marshal. A condition for State issuance of a permit for a public fireworks display is the approval of the chief official of both the Murfreesboro Fire Department and the Murfreesboro Police Department. Such approval shall be granted if, in the opinion of those officials, the proposed display will be located and supervised in conformity with state law and will not be hazardous to life or property.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95)

**Section 12-29 - Providing written notice to purchasers.**

It shall be unlawful for any person to sell any item of fireworks without providing the purchaser with a written list of the days and hours of lawful use of fireworks within the City of Murfreesboro and written safety instructions appropriate for the type of fireworks sold.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 4, 06-09-05)

**Section 12-30 - Prohibited sales, use and possession of fireworks.**

(A) *Definitions.*

*"Bottle rocket:"* A small tube containing less than four grams of propellant in a casing of less than five-eighths inch by three inches attached to a thin bamboo stick that shoots an expelling combustion from one end that propels it into the air.

*"D.O.T. Class C common fireworks:"* Fireworks heretofore so classified by the United State Department of Transportation for transportation of explosive or other dangerous articles. These may also now be classified as "consumer fireworks" or as "1.4G explosives."

*"Mortar:"* A tube loaded with a shell that is propelled from the tube into the air that produces a break with varying colors, effects and noises. Also called "tube," "mine," or "gun."

*"Reloadable:"* A tube which can be used multiple times to fire separate shells. The device is designed to fire one shell at a time. After a shell is fired, a new shell can be loaded, hence the name "reloadable."

*"Shell:"* A circular or cylindrical shaped paper casing or cartridge propelled into the air from a mortar or tube that produces a burst or break with varying colors, effects, and noise. A shell contains pyrotechnic composition, a burst charge and an internal time fuse or module.

- (B) A person must be at least 16 years of age to purchase any D.O.T. Class C common fireworks. Any person 16 or 17 years of age wishing to purchase a Class C firework must present a state issued photo identification as proof of age to the seller or must be accompanied by an adult. It shall be unlawful to

offer for sale or to sell any D.O.T. Class C common fireworks to any person under 16 years of age, or to any intoxicated person, or to any irresponsible person.

- (C) Except as part of a public display of fireworks approved under Code § 12-28, it shall be unlawful for any person within the City to sell, use or possess any mortar firework with a single tube, or any mortar firework with multiple tubes (commonly referred to as a "cake"), if any tube with an inside diameter of one and half inches (1½") or more has been preloaded with a shell or shells. Measurement of any tube shall be from the inside edge of the tube to the inside edge of the opposite side of the tube.
- (D) Except as part of a public display of fireworks approved under Code § 12-28, it shall be unlawful for any person within the City of Murfreesboro to sell, use or possess any reloadable firework.
- (E) If the firework reasonably appears to be a mortar firework in violation of subsection (C) or a reloadable firework in violation of subsection (D), and the seller is unable or unwilling to demonstrate (by removing packaging or otherwise) that the item is lawful for sale, it shall be presumed to be unlawful.
- (F) It shall be unlawful for any person within the City to use, possess, sell or offer for sale any bottle rocket.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 84-18 § 1, 04-26-84; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 5, 06-09-05; Ord. No. 08-O-50 § 2, 12-18-08; Ord. No. 15-O-49 § 1, 11-05-15)

#### **Section 12-31 - Locations for use of fireworks.**

It shall be unlawful for any person to use any item of fireworks on private property without the consent of the property owner. It shall be unlawful for any person to use any item of fireworks on public property, including public streets, except as part of a public display in accordance with Section 12-28. For purposes of this section, property is "used" when it is the place where the firework is lit or launched and when it is the place where the firework is directed or where it lands.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 6, 06-09-05)

#### **Sections 12-32—12-35 - Reserved.**

### **ARTICLE IV. - GASOLINE**

#### **Section 12-36 - Underground conduits transporting gasoline.**

It shall be unlawful for any person to place or install, across any public street, avenue, alley or other public place in the City, any underground pipe or other conduit of any kind whatsoever, used or adaptable for the purpose of pumping, piping, or otherwise transporting gasoline therein.

(1949 Code, Ch. 10 § 9; Ord. of 03-28-68 § 1)

#### **Section 12-37 - Storage tanks in public places.**

It shall be unlawful for any person to install or use any underground gasoline storage tank, or other container whatsoever of more than 2,000 gallons capacity, upon, in or under any public street, avenue, alley, or other public place in the City.

(1949 Code, Ch. 10 § 10; Ord. of 03-28-68 § 1)

**Section 12-38 - Storage tanks in fire limits or fire district.**

It shall be unlawful for any person to install or use any underground gasoline storage tank or other container whatsoever of more than 2,000 gallons capacity at any place, public or private, located within the City's fire district.

(1949 Code, Ch. 10 § 11; Ord. of 03-28-68 § 1)

**Section 12-39 - Existing storage tanks.**

This article shall apply to and make unlawful the use of gasoline storage tanks or other containers of more than 2,000 gallons capacity that may be already installed at the effective date hereof.

(1949 Code, Ch. 10 § 12; Ord. of 03-28-68 § 1)

**Sections 12-40—12-49 - Reserved.**

**ARTICLE V. - OPEN BURNING**

**Section 12-50 – Definitions.**

*Open Burning.* The burning of materials, vegetation, trees, etc. in an open-air environment and not within a structure or furnace.

*Permitted Materials for Open Burning.* Brush; tree limbs, branches, and trunks; vegetation, clean unpainted, uncoated, and untreated wood or lumber.

*Non-Permitted Materials for Open Burning.* Tires or other rubber products; vinyl siding and vinyl shingles, plastics or any other synthetic material; paper products, cardboard, newspapers, or magazines; asphalt shingles or other roofing materials; demolition debris; asbestos containing materials; paints or solvents; chemicals (household or industrial); aerosol cans or food cans; buildings or mobile homes; coated wire; metal or metal shavings; and household, commercial, or industrial waste, refuse, or trash.

**Section 12-51 – Residential / Recreational Burning.**

A burn permit is not required for the burning of permitted materials in a fire that is three (3) feet or less in diameter and contained to a commercially manufactured fire pit, a constructed fire pit, or an outdoor fireplace. All such fires must be attended at all time by an individual over 18 years of age. The smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

**Section 12-52 – Construction Site Burning.**

A burn permit is not required for the burning of permitted materials on a construction site, provided: (a) the material being burnt consists of the burning of scrap or excess clean wood/ wood products produced at the site; (b) no non-permitted materials including treated, painted, or laminated wood is burned in the fire; (c) the fire is located at least 20 feet away from any structure; and (d) the fire is no greater than 4 feet in diameter. The fire should be attended by an individual over 18 years of age at all times, be completely extinguished when workers or attendants are not on site, and must be completely extinguished at dusk. The smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

### **Section 12-53 – Commercial Burning**

A burn permit is required for any burning of trees, stumps, brush, and other vegetation for site-clearing purposes. The burning of non-permitted materials is prohibited, and all material being burned shall have been generated on site. All burning shall be conducted in a 3-sided, minimum 6' deep pit. The pit may be dug for depth, may consist of earthen berm walls, or a combination of dug and earthen walls that meet the minimum requirements. The City reserves the right to impose additional safety requirements upon inspection and before issuing a permit, including, without limitation, requiring the applicant to use a pit that is greater than 6 feet in depth. The pit must be a minimum of 50' away from any structure, and the fire must be attended at all times, completely extinguished or covered with soil when workers or attendants are not on site, and must be completely extinguished or covered with soil at dusk. A permit holder shall take those precautions, such as the use of commercial blowers or air curtains, reasonably necessary to prevent smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

Inspection of the burn pit and the site are required prior to burning. Although burning may be permitted over multiple days, a permit must be obtained prior to any burning.

### **Section 12-54 – Bonfires.**

Bonfires consist of the burning of heavy timber, large tree limbs, or other vegetation arranged in a pile for the purpose of public gathering. The burning of non-permitted materials in a bonfire is prohibited.

Inspection of the burn pile and the site are required prior to burning and a permit is required. The Community Risk Reduction Division is responsible for inspection and has the final say as to the size of the pile, site requirements, and permission for the bonfire.

### **Section 12-55 – Burn Permit—Application; Issuance; Fee**

The Building and Codes Department shall be responsible for accepting applications for and issuing burn permits authorized in this Article. The Building and Codes Department shall assess an application fee for processing permit applications. The fee shall be set by resolution by the City Council upon recommendation of the Building and Codes Director and shall be subject to periodic review and adjustment.

### **Section 12-56 – Penalty**

Any person violating this article shall be subject to punishment pursuant to the terms and provisions of Code § 1-8.

## **ARTICLE VI. – RESERVED**

## ORDINANCE 20-O-05 - ATTACHMENT A

### Chapter 12 - FIRE PREVENTION<sup>(4)</sup> AND FIRE RESCUE SERVICES <sup>[1]</sup>

#### Footnotes:

--- (1) ---

**Charter reference**— Charter § 4(46), regulation of manufactories likely to produce fires; Charter § 4(50), prevention of fires; Charter § 4(51), inspection of buildings relative to health and safety; Charter § 4(58), provision for extinguishment of fires, organization and maintenance of a fire company; Charter § 90, duties of the Fire Department; Charter § 91, police powers of Chief and assistants.

**Cross reference**— Ch. 7, buildings; Ch. 11, electricity; Ch. 15, gas; Ch. 17, property standards; Ch. 23, plumbing; Ch. 27.5, stormwater management; Code § 28-20, burning of inflammable matter on any sidewalk, pavement, or street prohibited; Appendix A, zoning.

### ARTICLE I. - IN GENERAL

#### Section 12-1 - International Fire Code—Adopted.

~~The International Code Council's 2018 International Fire Code, including Appendix Chapter C and D, ("International Fire Code") is hereby adopted and incorporated in full as if set out at length herein, except as specifically amended, modified, or deleted in this chapter. All structures and premises and within the City and the use thereof, all processes and safeguards from against the hazard hazards of fire and explosion arising from storage, handling, or use of in and on such structures, materials, devices and premises, and all matters related to the construction, extension, repair, alteration, or removal of fire suppression and alarm systems in within the City shall comply with the provisions of the 2018 International Fire Code, including Appendix Chapters C and D, published by the One copy of International Fire Code Council, one copy of which has been filed and remains shall remain on file in the office of the City Recorder, is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, and except as specifically amended, modified or deleted in this chapter.~~

(1949 Code, Ch. 10 § 1; Ord. of 05-25-67 § 1; Ord. of 02-17-72 § 1; Ord. No. 78-9 § 1, 04-27-78; Ord. No. 79-35 § 1, 11-08-79; Ord. No. 80-4 § 1, 05-08-80; Ord. No. 84-2 § 1, 01-05-84; Ord. No. 86-36 § 1, 10-09-86; Ord. No. 96-O-01 § 1, 01-18-96; Ord. No. 01-O-82 § 1, 01-10-02; Ord. No. 03-O-20 § 1, 06-12-03; Ord. No. 07-O-06 § 1, 02-08-07; Ord. No. 13-O-59 § 11, 01-16-14; Ord. No. 18-O-71, § 11, 01-17-19)

#### Section 12-1.12 - International Fire Code—Amended.

The International Fire Code is hereby specifically amended, modified, or deleted as follows:

- (A) ~~—~~ Section 101.1 is amended by deleting the phrase "[name of jurisdiction]" and substituting in lieu thereof the phrase "the City of Murfreesboro, Tennessee."
- (B) ~~—~~ Section 103 on creation of a department is amended by deleting the phrase "department of fire prevention" and substituting in lieu thereof the phrase "Murfreesboro Fire & Rescue Department."
- (C) ~~—~~ Section 105 on permits is deleted.
- (D) ~~—~~ Section 106 on Fees is deleted.
- (E) ~~—~~ Section 108 on a board of appeals is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the fire code official relative to the application and

interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code."

(F) ~~—~~ Section 113 on fees is deleted.

(G) ~~—~~ Section 404.2.3 is amended by deleting the word "approved" in the first sentence and substituting the word "reviewed".

(H) ~~—~~ Section 505.1 is amended by deleting the section's fifth and sixth sentences, which begins "Numbers shall be..." and substituting in lieu thereof the following: "Except for buildings located on the City's public square and for townhomes, single-family dwellings, and duplex buildings located elsewhere within the City, numbers shall be a minimum of 8 inches (203.2 mm) high with a minimum stroke width of 1.5 inches (38.1 mm)."

(I) ~~—~~ Appendix B Fire Flow Requirements for Buildings is adopted.

(J) ~~—~~ Appendix C Fire Hydrant Locations and Distribution is hereby adopted.

(K) ~~—~~ Appendix D Fire Apparatus Access Roads is amended as follows:

- (1) Section D103.1 is amended by deleting the phrase "26 feet (7925 mm)" and in lieu thereof substituting "20 feet (6096 mm)."
- (2) —Table D103.4 and Figure D103.1 are amended by deleting all references to "96- foot diameter cul-de-sac" and in lieu thereof substituting "84-foot diameter cul-de-sac."
- (3) Section D107 is deleted.

(Ord. No. 78-9 § 1, 04-27-78; Ord. No. 01-O-82 § 2, 01-10-02; Ord. No. 03-O-20 §§ 1, 2, 06-12-02; Ord. No. 07-O-06, §§ 2-5, 02-08-07; Ord. No. 13-O-59 § 11, 01-16-14; Ord. No. 18-O-71, § 11, 01-17-19)

~~Section 12-2 - Reserved.~~

### **Section 12-3 - Penalty.**

~~Any person who shall be found guilty of violating any provision of said the International Fire Code, as amended in Section 12-2, or who fails to comply with any of the requirements thereof, or who shall erect, construct, alter, move, or demolish any structure in violation of this Code shall be punishable by a fine not exceeding \$50.00. Each such violation and each day of the violation shall be deemed a separate offense. Any such punishment shall be in addition to the recovery of costs, which shall also be the responsibility of the person who shall violate the provisions of this code. Chapter shall be subject to punishment as provided in Code § 1-8.~~

(1949 Code, Ch. 10 § 3; Ord. of 05-25-67 § 3; Ord. No. 01-O-82 § 3, 01-10-02; Ord. No. 03-O-20 § 1, 06-12-03)

### **Section 12-4 - Storage of explosives and blasting agents.**

The storage of explosives and blasting agents within the City, except as permitted by the State Fire Marshall's Office for temporary storage for immediate use, is hereby prohibited.

(Ord. of 07-10-22 § 1; Ord. of 05-25-67 § 4)

### **Section 12-5 ~~- Fire limits, -~~ Central fire district.**

The following described area of the City shall be and is hereby declared to be the ~~fire limits or fire district~~ Central Fire District of the City, to wit:

~~Bounded~~The area bounded on the north by Lytle Street; on the east by Academy Street; on the south by Vine Street; and on the west by Broad Street and Front Street.

(1949 Code, Ch. 10 § 5; Ord. of 05-25-67 § 5; Ord. No. 90-38 § 1, 09-06-90)

**Section 12-6 - Storage of flammable or combustible liquids.**

Storage of flammable liquids in outside ~~aboveground~~above-ground tanks is prohibited in the ~~fire district established in Code § 12-5-Central Fire District.~~ New bulk plants for flammable or combustible liquids are prohibited in the ~~fire district established in Code § 12-5~~Central Fire District.

(1949 Code, Ch. 10 § 6; Ord. of 05-25-67 § 6; Ord. of 02-17-72 § 2; Ord. No. 01-O-82 § 4, 01-10-02)

**Section 12-7 - Storage of liquefied petroleum gas.**

Bulk storage of liquefied petroleum gas is prohibited in the ~~fire district established in Code § 12-5~~Central Fire District.

(Ord. of 07-10-22 § 1; Ord. of 05-25-67 § 7; Ord. No. 01-O-82 § 5, 01-10-02)

~~Sections 12-8—12-11—Reserved.~~

**Section 12-~~128~~ - Adoption of state law.**

The provisions of T.C.A. §§ 68-120-101 to 68-120-204, ~~both~~ inclusive, are hereby adopted and made applicable to all buildings and structures located within the corporate limits of the City insofar as such provisions are applicable to such buildings and structures. Any person found guilty of violating or failing to comply with~~within~~ any ~~such provisions~~provision of the above-referenced state laws shall be ~~punished~~subject to punishment as provided in Code § 1-8.

(Ord. of 03-09-39 § 3; Ord. of 05-25-67 § 7; Ord. No. 01-O-82 § 10, 01-10-02)

~~State Law reference— T.C.A. §§ 68-120-101—68-120-204.~~

**Section 12-~~139~~ - Adoption of regulations of State Fire Marshal.**

The regulations of the State Fire Marshal made pursuant to T.C.A. §§ 68-102-101 to 68-102-204 are hereby adopted and made applicable to and within the corporate limits of the City. Any person found guilty of violating or failing to comply with such regulations shall be ~~punished~~subject to punishment as provided in Code § 1-8.

(Ord. of 05-25-67 § 7; Ord. No. 01-O-82 § 11, 01-10-02)

~~State Law reference— T.C.A. § 68-102-101—68-102-204.~~

~~Sections 12-~~1410~~—12-~~2313~~ - Reserved.~~

**ARTICLE II – FIRE RESCUE DEPARTMENT**

**Section 12-14 – Fire Rescue Department.**

The Fire Rescue Department is responsible for the delivery and coordination of fire suppression, fire prevention, hazardous materials, technical rescue, and emergency medical services within the corporate limits of Murfreesboro, regardless of whether such services are provided directly by Department personnel or pursuant to an interlocal agreement or other contract for services.

#### **Section 12-15 – Fire Rescue Chief.**

The Fire Rescue Chief shall serve as the City's chief fire official, the director of the Fire Rescue Department, and an Assistant to the Commissioner of the Department of Commerce and Insurance for the City of Murfreesboro pursuant to TCA § 68-102-108. The Fire Rescue Chief and any deputy or assistant of such Chief in charge at any fire or emergency scene shall have the same police powers at such scene as the Chief of Police, under such regulations as may be prescribed by ordinance.

#### **Section 12-16 – Fire Rescue Administration.**

The Administrative Division of the Fire Rescue Department is responsible for all administrative aspects of the Department, including budget, planning, personnel matters, hiring and promotional processes, purchasing, fleet, facilities, policies/procedures/guidelines, and Department-related ordinances.

#### **Section 12-17 – Fire Rescue Operations.**

The Operations Division is responsible for all shift related operations, including safety, staffing, equipment, response, mitigation, station operations. The Operations Division also ensures coordination and compliance for national standards, accreditation, and ISO rating.

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The Fire Rescue Department through the Emergency Medical Services Division is responsible for the delivery of emergency medical services within the corporate limits of Murfreesboro pursuant to T.C.A. § 7-61-102 through § 7-61-104, regardless of whether such services are provided directly by Department personnel or pursuant to an interlocal agreement or other contract for services. This division is responsible for medical supplies, training, personnel certification and licensure, and coordination with county and state officials and agencies.

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#### **Section 12-22 – National Incident Management System / Incident Command.**

The Fire Rescue Department recognizes and utilizes the National Incident Management System and the Incident Command System on all responses and for planned events. An incident commander shall be assigned on all responses in accordance with T.C.A. § 6-21-703.

**Section 12-23 – Mutual /Automatic Aid.**

The Fire Rescue Department will provide mutual aid—pursuant to T.C.A. § 58-8-103 and T.C.A. § 58-8-113—to political subdivisions, state agencies, and federal agencies, upon request so long as resources and circumstances allow. Requests from within Rutherford County shall be evaluated and approved or denied by a Battalion Chief on-duty at the time of the request. Requests from any county in the State of Tennessee shall be evaluated and approved by the Fire Rescue Chief or the Chief's designee. Requests for aid outside of the State of Tennessee will be evaluated by the Fire Rescue Chief or the Chief's designee and must be approved in advance by the City Manager or the City Manager's designee. Automatic Aid agreements may be implemented after evaluation of the Fire Rescue Chief and approval of all involved governing bodies.

**ARTICLE III. - PYROTECHNICS / FIREWORKS**

**Section 12-24 - Permits required.**

It shall be unlawful for any person to manufacture, sell, offer for sale, ship or cause to be shipped into the City any ~~item of fireworks~~ or pyrotechnic device without first having secured applicable permits from the State Fire Marshall and from the City Recorder.

(1949 Code, Ch. 10 § 7; Ord. of 03-28-68 § 1; Ord. No. 82-6 §§ 1, 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95)

**Charter reference—** Charter § 4(47), regulation or suppression of the sale/use of fireworks.

**State Law reference—** T.C.A. § 68-104-102, permits.

**Section 12-25 - City fireworks permit.**

The fee for City fireworks permit required by Code § 12-24 shall be \$500.00 ~~and~~. ~~The City Recorder shall be for~~have the authority, upon receipt of a calendar year or any fraction thereof. All properly supported application, to issue a permit between January 4th and December 31st; all permits shall expire on January 3rd~~the third day of January following the year in which the permit was issued.~~ The permit shall not be issued by the City Recorder without proof that the State Fire Marshal has issued a current and valid permit to the applicant. The City fireworks permit may be revoked for violations of T.C.A. § 68-104-101 et seq. The issuance of the City fireworks permit shall not replace or relieve the applicant's obligation to obtain a business tax license. A copy of the applicable City permit, and the days and hours of lawful use of fireworks within the City of Murfreesboro, must be prominently displayed at all fireworks ~~salessale~~ locations.

(1949 Code, Ch. 10 § 8; Ord. of 03-28-68 § 1; Ord. of 11-15-73 § 1; Ord. No. 82-6 §§ 1, 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 1, 06-09-05)

**State Law reference—** T.C.A. § 68-104-101.

**Section 12-26 - Seasonal sales of fireworks.**

Items of fireworks may only be sold, offered for sale, or shipped in the City, by persons permitted by the State as fireworks seasonal retailers, between June 28th and July 5th and between December 26th and January 2nd of the following year.

(Ord. No. 82-6 § 2; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 2, 06-09-05; Ord. No. 08-O-50 § 1, 12-18-08)

#### **Section 12-27 - Seasonal use of fireworks.**

Fireworks may only be used within the City on January 1<sup>st</sup>, July 3rd, July 4th, July 5th, and December 31st and ~~January 1<sup>st</sup>~~, except when used in a public display which has received a permit from the State Fire Marshal. Fireworks may be used between the hours of ~~10:00 a.m. and 11:00 p.m. from July 3rd through July 5th; between 10:00 a.m. and 12:00 a.m. (midnight) on December 31<sup>st</sup>~~, and between 12:01 a.m. (midnight) and 1:00 a.m. and between 10:00 a.m. and 11:00 p.m. on January 1<sup>st</sup>; 10:00 a.m. and 11:00 p.m. from July 3rd through July 5th; and between 10:00 a.m. and 12:00 a.m. (midnight) on December 31<sup>st</sup>.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 3, 06-09-05; Ord. No. 08-O-50 § 1, 12-18-08; Ord. No. 15-O-64 § 1, 12-03-15)

#### **Section 12-28 - Public displays of fireworks.**

A public display of fireworks may be conducted only by the holder of a permit issued in accordance with the rules and regulations promulgated by the State Fire Marshal. A condition for State issuance of a permit for a public fireworks display is the approval of the chief official of both the Murfreesboro Fire Department and the Murfreesboro Police Department. Such approval shall be granted if, in the opinion of those officials, the proposed display will be located and supervised in conformity with state law and will not be hazardous to life or property.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95)

#### **Section 12-29 - Providing written notice to purchasers.**

It shall be unlawful for any person to sell any item of fireworks without providing the purchaser with a written list of the days and hours of lawful use of fireworks within the City of Murfreesboro and written safety instructions appropriate for the type of fireworks sold.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 4, 06-09-05)

#### **Section 12-30 - Prohibited sales, use and possession of fireworks.**

##### **(A) Definitions.**

**"Bottle rocket:"** A small tube containing less than four grams of propellant in a casing of less than five-eighths inch by three inches attached to a thin bamboo stick that shoots an expelling combustion from one end that propels it into the air.

**"D.O.T. Class C common fireworks:"** Fireworks heretofore so classified by the United State Department of Transportation for transportation of explosive or other dangerous articles. These may also now be classified as "consumer fireworks" or as "1.4G explosives."

**"Mortar:"** A tube loaded with a shell that is propelled from the tube into the air that produces a break with varying colors, effects and noises. Also called "tube," "mine," or "gun."

*"Reloadable:"* A tube which can be used multiple times to fire separate shells. The device is designed to fire one shell at a time. After a shell is fired, a new shell can be loaded, hence the name "reloadable."

*"Shell:"* A circular or cylindrical shaped paper casing or cartridge propelled into the air from a mortar or tube that produces a burst or break with varying colors, effects, and noise. A shell contains pyrotechnic composition, a burst charge and an internal time fuse or module.

- (B) — A person must be at least 16 years of age to purchase any D.O.T. Class C common fireworks. Any person 16 or 17 years of age wishing to purchase a Class C firework must present a state issued photo identification as proof of age to the seller or must be accompanied by an adult. It shall be unlawful to offer for sale or to sell any D.O.T. Class C common fireworks to any person under 16 years of age, or to any intoxicated person, or to any irresponsible person.
- (C) — Except as part of a public display of fireworks approved under Code § 12-28, it shall be unlawful for any person within the City to sell, use or possess any mortar firework with a single tube, or any mortar firework with multiple tubes (commonly referred to as a "cake"), if any tube with an inside diameter of one and half inches (1½") or more has been preloaded with a shell or shells. Measurement of any tube shall be from the inside edge of the tube to the inside edge of the opposite side of the tube.
- (D) — Except as part of a public display of fireworks approved under Code § 12-28, it shall be unlawful for any person within the City of Murfreesboro to sell, use or possess any reloadable firework.
- (E) — If the firework reasonably appears to be a mortar firework in violation of subsection (C) or a reloadable firework in violation of subsection (D), and the seller is unable or unwilling to demonstrate (by removing packaging or otherwise) that the item is lawful for sale, it shall be presumed to be unlawful.
- (F) — It shall be unlawful for any person within the City to use, possess, sell or offer for sale any bottle rocket.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 84-18 § 1, 04-26-84; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 5, 06-09-05; Ord. No. 08-O-50 § 2, 12-18-08; Ord. No. 15-O-49 § 1, 11-05-15)

#### **Section 12-31 - Locations for use of fireworks.**

It shall be unlawful for any person to use any item of fireworks on private property without the consent of the property owner. It shall be unlawful for any person to use any item of fireworks on public property, including public streets, except as part of a public display in accordance with Section 12-28. For purposes of this section, property is "used" when it is the place where the firework is lit or launched and when it is the place where the firework is directed or where it lands.

(Ord. No. 82-6 § 2, 07-22-82; Ord. No. 95-O-15 § 1, 05-25-95; Ord. No. 05-O-40 § 6, 06-09-05)

#### **Sections 12-32—12-35 - Reserved.**

### **ARTICLE IIII~~V~~ - GASOLINE**

#### **Section 12-36 - Underground conduits transporting gasoline.**

It shall be unlawful for any person to place or install, across any public street, avenue, alley or other public place in the City, any underground pipe or other conduit of any kind whatsoever, used or adaptable for the purpose of pumping, piping, or otherwise transporting gasoline therein.

(1949 Code, Ch. 10 § 9; Ord. of 03-28-68 § 1)

**Section 12-37 - Storage tanks in public places.**

It shall be unlawful for any person to install or use any underground gasoline storage tank, or other container whatsoever of more than 2,000 gallons capacity, upon, in or under any public street, avenue, alley, or other public place in the City.

(1949 Code, Ch. 10 § 10; Ord. of 03-28-68 § 1)

**Section 12-38 - Storage tanks in fire limits or fire district.**

It shall be unlawful for any person to install or use any underground gasoline storage tank or other container whatsoever of more than 2,000 gallons capacity at any place, public or private, located within the City's fire district.

(1949 Code, Ch. 10 § 11; Ord. of 03-28-68 § 1)

**Section 12-39 - Existing storage tanks.**

This article shall apply to and make unlawful the use of gasoline storage tanks or other containers of more than 2,000 gallons capacity that may be already installed at the effective date hereof.

(1949 Code, Ch. 10 § 12; Ord. of 03-28-68 § 1)

**Sections 12-40—12-49 - Reserved.**

~~ARTICLE IV. MUTUAL AID~~

~~Sections 12-50—12-55 - Reserved.~~

**ARTICLE V. EARLY FIRE WARNING SYSTEMS - OPEN BURNING**

~~Section 12-56 - Defined.~~

- ~~(A) "Early fire warning system." An approved automatic warning system of one or more smoke detectors or other devices that detect any of the products of combustion including visible or invisible particles of combustion and produces an audible alarm signal in a building for the purpose of notifying the occupants thereof of the presence of a fire.~~
- ~~(B) In residential buildings and structures constructed pursuant to a building permit issued on or after December 1, 1992, an early fire warning system shall receive its primary power from the building wiring when such wiring is served from a commercial source and shall not be capable of being disconnected by a wall switch, but must be controlled at a main fuse box panel. If the primary power source is interrupted, an early fire warning system shall be powered by an auxiliary battery powered source.~~
- ~~(C) In residential buildings and structures constructed pursuant to a building permit issued prior to December 1, 1992, the early fire warning system may receive its primary power from a battery.~~
- ~~(D) All components of an early fire warning system must be listed by Underwriters Laboratories, Inc. A system composed of such elements shall be deemed "approved."~~

~~(Ord. No. 84-20 § 1, 06-07-84; Ord. No. 92-O-17 § 1, 11-12-92; Ord. No. 93-O-14 § 1, 03-18-93)~~

~~Cross-reference Ch. 7.5, alarm systems; Code § 21-19, false fire alarms prohibited.~~

~~Section 12-57—Required in new or modified single-family residential occupancies.~~

- ~~(A) The owner of every single-family detached residential building or structure constructed in the City pursuant to a building permit issued on or after December 1, 1992, shall be required to install an approved early fire warning system in such structure in accordance with Code § 12-57(C) before it may be approved for the connection of new electric service.~~
- ~~(B) When an existing single-family detached residential building or structure is modified, altered, expanded or changed after December 1, 1992, and the electrical wiring for the entire dwelling is replaced or modified, the owner shall be required to install an early fire warning system which meets the minimum requirements of Code § 12-57(C).~~
- ~~(C) At least one smoke detection device shall be installed in each sleeping area in the bedrooms or in the immediate vicinity of the bedrooms, provided that installing a smoke detection device in a kitchen shall not satisfy this requirement. Other detection devices shall also be installed in accordance with the applicable building code or other applicable codes.~~
- ~~(D) All smoke or other fire detection devices installed in the structure as part of a required early fire warning system shall be connected and wired so that actuation of one causes all audible alarms to operate and to provoke an alarm signal that is clearly audible throughout the structure over background noise levels with all intervening doors closed.~~
- ~~(E) It shall be the responsibility of each owner to test the early fire warning system for compliance with the requirements of Code § 12-57(C).~~

~~(Ord. No. 84-20 § 1, 06-07-84; Ord. No. 92-O-17 § 2, 11-12-92; Ord. No. 93-O-14 §§ 2, 3, 03-18-93)~~

~~Section 12-58—Fire protection from garage.~~

~~The owner of every single-family detached residential building or structure constructed in the City pursuant to a building permit issued on or after April 1, 1993, shall be required to completely separate the garage from the residence and its attic area by means of one-half inch gypsum board or equivalent applied to the garage side. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than one and three-eighths inch in thickness or steel doors, neither of which may have glazing.~~

~~(Ord. No. 84-20 § 1, 06-07-84; Ord. No. 92-O-17 § 3, 11-12-92; Ord. No. 93-O-14 §§ 4-6, 03-18-93)~~

~~Section 12-59—Required in all other residential occupancies.~~

~~Unless a more stringent requirement for an early fire warning system is imposed by state law, the owner of every other residential building or structure shall install: at least one approved early fire warning system in each dwelling unit which, when activated, produces an alarm audible in every sleeping room over background noise levels with all intervening doors closed; and, shall install at least one detection device on each story of the building or structure, including basements and cellars. It shall be the responsibility of each owner to test the early fire warning system for compliance with this requirement.~~

~~(Ord. No. 84-20 § 1, 06-07-84; Ord. No. 92-O-17 §§ 3, 4, 11-12-92; Ord. No. 93-O-14 § 5, 03-18-93)~~

~~Section 12-60—Maintenance of system.~~

~~In any building of residential occupancy in which the owner is required to have installed an early fire warning system, it shall be the responsibility of the occupant of each residential unit to maintain or have maintained the early fire warning system in that unit whether or not such occupant is the owner of the building. It shall be the responsibility of the owner to maintain or have maintained any detectors required in cellars or~~

~~basements of multiunit structures except where the cellar or basement is part of an individual residential unit.~~

~~"Maintain" for the purpose of this section shall mean keeping the unit in a fully operational condition.~~

~~(Ord. No. 84-20 § 1, 06-07-84; Ord. No. 92-O-17 § 4, 11-02-92; Ord. No. 93-O-14 § 5, 03-18-93)~~

~~Section 12-61—~~

#### **Section 12-50 – Definitions.**

Open Burning. The burning of materials, vegetation, trees, etc. in an open-air environment and not within a structure or furnace.

Permitted Materials for Open Burning. Brush; tree limbs, branches, and trunks; vegetation, clean unpainted, uncoated, and untreated wood or lumber.

Non-Permitted Materials for Open Burning. Tires or other rubber products; vinyl siding and vinyl shingles, plastics or any other synthetic material; paper products, cardboard, newspapers, or magazines; asphalt shingles or other roofing materials; demolition debris; asbestos containing materials; paints or solvents; chemicals (household or industrial); aerosol cans or food cans; buildings or mobile homes; coated wire; metal or metal shavings; and household, commercial, or industrial waste, refuse, or trash.

#### **Section 12-51 – Residential / Recreational Burning.**

A burn permit is not required for the burning of permitted materials in a fire that is three (3) feet or less in diameter and contained to a commercially manufactured fire pit, a constructed fire pit, or an outdoor fireplace. All such fires must be attended at all time by an individual over 18 years of age. The smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

#### **Section 12-52 – Construction Site Burning.**

A burn permit is not required for the burning of permitted materials on a construction site, provided: (a) the material being burnt consists of the burning of scrap or excess clean wood/ wood products produced at the site; (b) no non-permitted materials including treated, painted, or laminated wood is burned in the fire; (c) the fire is located at least 20 feet away from any structure; and (d) the fire is no greater than 4 feet in diameter. The fire should be attended by an individual over 18 years of age at all times, be completely extinguished when workers or attendants are not on site, and must be completely extinguished at dusk. The smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

#### **Section 12-53 – Commercial Burning**

A burn permit is required for any burning of trees, stumps, brush, and other vegetation for site-clearing purposes. The burning of non-permitted materials is prohibited, and all material being burned shall have been generated on site. All burning shall be conducted in a 3-sided, minimum 6' deep pit. The pit may be dug for depth, may consist of earthen berm walls, or a combination of dug and earthen walls that meet the minimum requirements. The City reserves the right to impose additional safety requirements upon inspection and before issuing a permit, including, without limitation, requiring the applicant to use a pit that is greater than 6 feet in depth. The pit must be a minimum of 50' away from any structure, and the fire must be attended at all times, completely extinguished or covered with soil when workers or attendants are not on site, and must be completely extinguished or covered with soil at dusk. A permit holder shall take those precautions, such as the use of commercial blowers or air curtains, reasonably necessary to prevent smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

Inspection of the burn pit and the site are required prior to burning. Although burning may be permitted over multiple days, a permit must be obtained prior to any burning.

**Section 12-54 – Bonfires.**

Bonfires consist of the burning of heavy timber, large tree limbs, or other vegetation arranged in a pile for the purpose of public gathering. The burning of non-permitted materials in a bonfire is prohibited.

Inspection of the burn pile and the site are required prior to burning and a permit is required. The Community Risk Reduction Division is responsible for inspection and has the final say as to the size of the pile, site requirements, and permission for the bonfire.

**Section 12-55 – Burn Permit—Application; Issuance; Fee**

The Building and Codes Department shall be responsible for accepting applications for and issuing burn permits authorized in this Article. The Building and Codes Department shall assess an application fee for processing permit applications. The fee shall be set by resolution by the City Council upon recommendation of the Building and Codes Director and shall be subject to periodic review and adjustment.

**Section 12-56 – Penalty**

Any person violating this article shall be subject to punishment pursuant to the terms and provisions of Code § 1-8.

~~{Ord. No. 84-20 § 1, 06-07-84; Ord. No. 92-O-17 § 4, 11-12-92; Ord. No. 93-O-14 § 5, 03-18-93}~~

Section 12-62 – Reserved.

**ARTICLE VI. – RESERVED**

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Planning Commission Recommendations  
**Department:** Planning  
**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director  
**Requested Council Action:**

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

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## Summary

Rescheduling matters previously heard by the Planning Commission for public hearings before Council.

## Staff Recommendation

Reschedule public hearings for the two items below on May 21, 2020.

## Background Information

The City Council was scheduled to conduct public hearings on the matters below on April 16, 2020. However, in light of the current public health emergency and the recommendations by Federal and State Officials to limit public gatherings, staff is requesting that these items be rescheduled to May 21, 2020 instead.

During its regular meeting on January 8, 2020, the Planning Commission conducted a public hearing on item "a" listed below. After the public hearing, the Planning Commission voted to defer action. At its regular meeting on February 5, 2020, the Planning Commission considered this item under "Old Business" and then voted to recommend its approval.

- a. Annexation plan of services and annexation petition [2019-516] for approximately 190 linear feet (0.22 acres) of Anell Drive right-of-way (ROW), City of Murfreesboro applicant.

During its regular meeting on February 5, 2020, the Planning Commission conducted a public hearing on item "b" listed below. After the public hearing, the Planning Commission voted to recommend its approval.

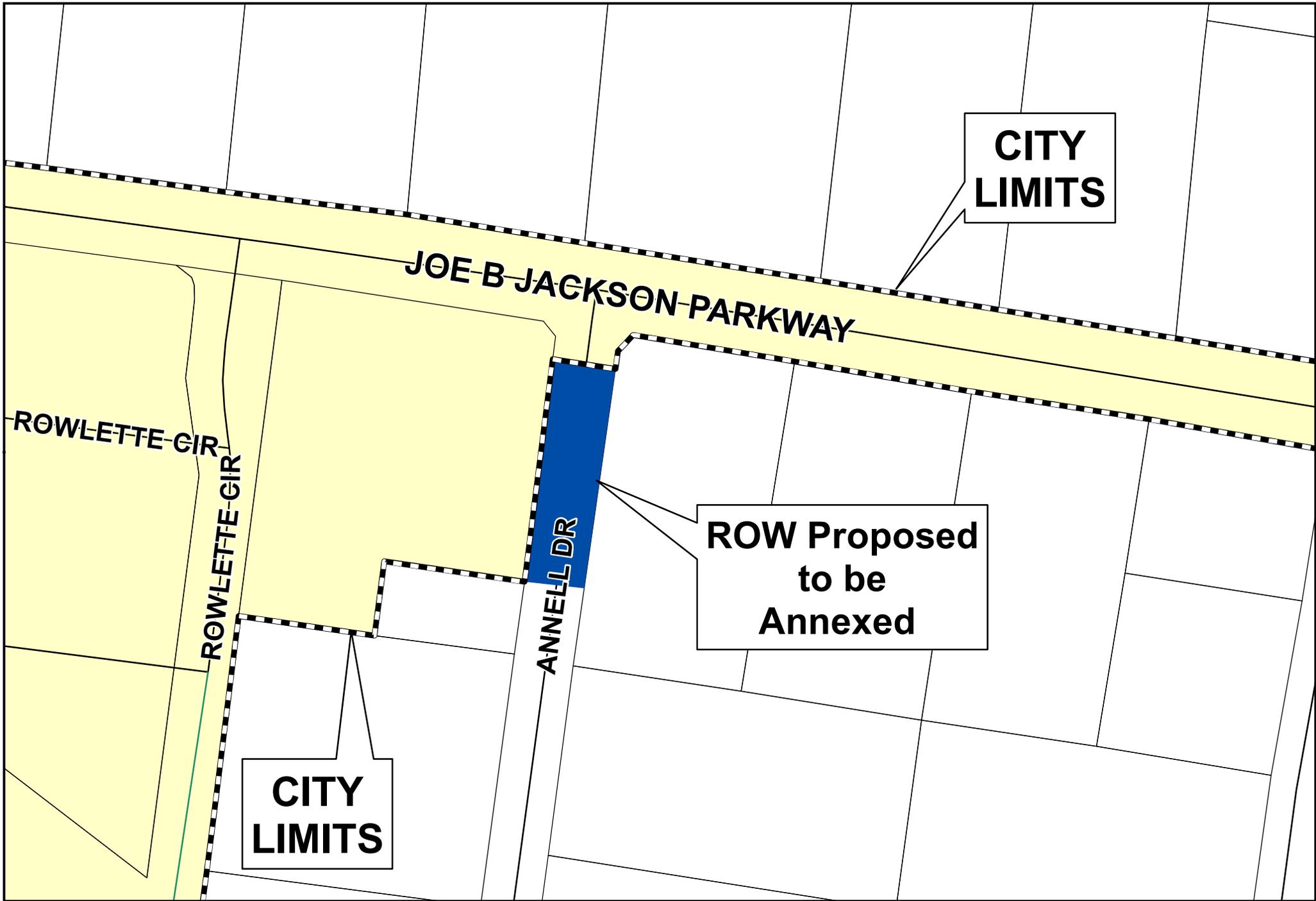
- b. Zoning application [2019-446] for approximately 1.11 acres located along South Academy Street north of East State Street to be rezoned from CH and CCO to PUD (Greenhouse Ministries PUD) and CCO, Greenhouse Ministries applicant.

## Fiscal Impact

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time). The City has not incurred any advertising costs for the original public hearing date.

**Attachments:**

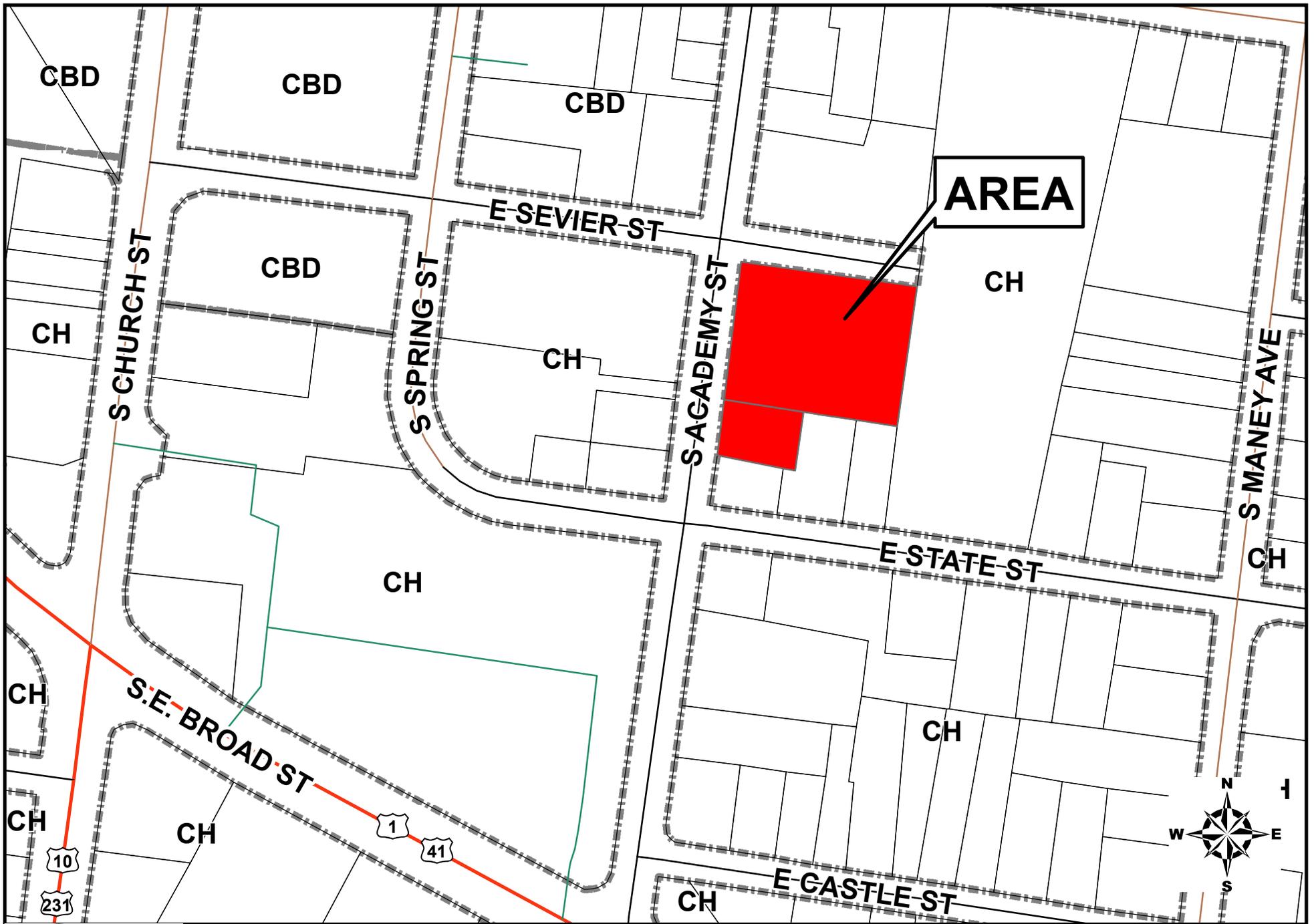
1. Map for annexation petition for approximately 0.22 acres of Annell Drive ROW
2. Map for zoning application for approximately 1.11 acres located along South Academy Street



### Annexation Request of Annell Drive Right-of-Way (ROW)

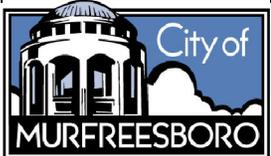


Planning Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
murfreesborotn.gov/planning



**Zoning Request for Property Along South Academy Street  
CH to PUD (Greenhouse Ministries PUD)**

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Engineering & Inspection Services – Sewer Rehabilitation 2020-21

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

**Summary**

The Departments current sewer rehabilitation project is nearing completion. Staff has requested an engineering and inspection proposal from S&ME for design, bidding, construction administration and inspection of the next sewer rehabilitation project with the hope that it will bid about the same time as the existing contract is closed.

**Staff Recommendation**

Approval of the Engineering Task Order with S&ME, through our Master Services Agreement, to design, bid, and provide construction administration and inspection not to exceed \$448,000.

**Background Information**

S&ME has been advising the Department regarding our sewer CCTV (closed-circuit TV) databases and our sewer rehabilitation under a Master Services Agreement since 2012. They continue to demonstrate their expertise in all aspects, of project design, inspections and quality control measures as well as as-built information that will easily merge into our GIS system.

Staff has delivered defective sewer main, sewer lateral and manhole information to S&ME and we have requested this Task Order for the design, construction administration and resident inspection for this work. They have preliminary estimates for their work, based on a construction project size of \$4.0M, in an amount not to exceed \$448,000 total. Of this total, \$127,500 lump sum is for design, \$7,500 is for surveying only as directed by staff, \$98,000 for construction administration and \$215,000 for resident inspection. Staff also intends to have a staff inspector assigned to the project since at times up to 4-5 crews can be working in different locations at the same time.

**Council Priorities Served**

*Expand infrastructure*

Sanitary sewer rehabilitation extends our sewer infrastructure life by providing structural support and prolonging the need for total replacement.

*Maintain public safety*

Sewer Rehabilitation is a type of maintenance and renewal of the sewer system. Keeping the sewer system renewed, will assist in preventing sewer overflows and maintain public health and safety.

**Fiscal Impact**

Funding for the Engineering, Construction Administration, Inspection and Construction is proposed from a combination of the Water Resources 2020/2021 Capital Expenditures Budget & Working Capital Reserves.

**Attachments**

S&ME Task Order No. 20200318

**TASK ORDER NO. 20200318**

To the AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

For 2020 SANITARY SEWER REHABILITATION PROJECT

This Task Order made and entered into by and between **MURFREESBORO WATER RESOURCE DEPARTMENT**, hereinafter called the “OWNER” and **S&ME, INC.**, hereinafter called the “ENGINEER,” shall be incorporated into and become a part of the Agreement Between Owner and Engineer for Professional Services entered into by the parties hereto on the 28th of August 2012, (the “AGREEMENT”).

**PURPOSE**

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER professional engineering services for assisting OWNER in the development of rehabilitation project within priority areas of the sanitary sewer collection system.

**ENGINEER’S SCOPE OF SERVICES**

The Scope of Services, dated March 18, 2020, is enumerated in Exhibit A. It is entitled “2020 Sanitary Sewer Rehabilitation Project” and consists of 4 pages.

**COMPENSATION**

As consideration for providing the services enumerated within Exhibit A of this Task Order, the OWNER shall compensate the ENGINEER in accordance with the AGREEMENT. The specific method and/or amount of compensation for this Task Order is enumerated in the attached Exhibit C.

**TASK ORDER NO. 20200318**

**Exhibit A**

**Date:** March 18, 2020

**Owner:** Murfreesboro Water Resource Department

**Project Title** 2020 Sanitary Sewer Rehabilitation Project

**Project Location** Murfreesboro, TN

**SCOPE OF SERVICES**

**Task 1 – Design and Bidding Services**

ENGINEER will prepare the design, associated contract documents, technical specifications and plans necessary to convey to prospective contractors the extent and scope of work to be performed in conducting manhole, service lateral connection, and pipeline rehabilitation within priority areas of the collection system. It is anticipated that the construction value of this project will be approximately \$4.0 million and will require a contract time of approximately 390 days. Specific sub-tasks to be performed by ENGINEER include:

- Receiving CCTV files and NASSCO PACP database from OWNER, review data files and CCTV videos to make preliminary selections and rehabilitation assessments.
- Integrate CCTV videos and database files (received from OWNER) into the existing GIS rehabilitation map such that an evaluation can be made regarding pipelines to be included (and that were not included in previous projects).
- Prepare a preliminary recommendation plan and submit to OWNER. Conduct a meeting with OWNER to review the preliminary rehabilitation, receive comments from OWNER and incorporate information.
- Prepare and assemble mainline pipes, manholes, and service lateral connections in a final design package within the GIS mapping system along with a PDF copy of an 11x17 map book showing associated rehabilitation illustrated via symbology. These maps will be included on a CD within the contract documents.
- Prepare GIS maps with Master Spreadsheet with CCTV videos for bid package
- Prepare the RPR application with design information to be used for RPR in the field during construction
- Prepare an Engineer’s opinion of probable costs.
- Conduct two (2) preliminary design meetings with OWNER to discuss design
- Conduct one (1) final design meeting with OWNER to review final design
- Provide invitation to bid for qualified contractors
- Coordinate with OWNER’s Purchasing Department to finalize front-end bidding documents
- Provide complete bid documents (plans & specifications) to qualified contractors.

- Conduct a mandatory Pre-bid meeting for the prospective contractors
- Receive and respond to Requests for Information (RFI's) during the bid process
- Conduct a bid opening and prepare certified bid tabulations
- Evaluate bids and make recommendation of award
- Prepare Contract Documents for Execution. A total of eight (8) hard bound copies will be produced (2-OWNER, 2-Contractor, 2-ENGINEER)
- Coordinate execution of contract documents between OWNER and contractor

## **Task 2 – Surveying**

During the course of the design phase, it may be necessary to gather surveying data in order to complete the design. Tasks that may need to be performed may include but not limited to the following (as required by the design):

- To provide field surveying services for mainline profiles, topo surveys, property boundary surveys to locate property corners and mark in the field.
- Topographic surveys may include:
  - o Set a minimum of two permanent benchmarks on site, provide a description, and an elevation to nearest one tenth foot (0.1')
  - o Generate contours at two (2) foot intervals; error shall not exceed one half contour interval
  - o Locate and plot location of structures, man-made and natural features, all finished floor elevations and elevations at each entrance of buildings on the property
  - o Provide the approximate location of underground utilities
    - Locate underground utilities as marked by representatives from local utilities as a result of an 811 utility locate request.
    - Collect invert elevations for each accessible storm and sanitary structure will measured and depicted to the nearest 0.01'
  - o Provide the name of the operating authority of each utility
  - o Plot the location of flood plain as per FEMA FIRM maps, and flood level of streams or adjacent bodies of water
  - o Locate all trees with a diameter greater than ten inches (10") and landscaped areas within the surveyed area
- Boundary surveys may include:
  - o Provide a boundary survey, in accordance with the rules and regulations set forth by the TN Board Examiners for Land Surveyors, for the property
  - o Replace lost or obliterated property corners with new boundary markers
  - o Prepare a legal description of the property
  - o Plot the approximate location of all easements that encumber the subject property
- General survey drawing requirements include:
  - o Surveys, unless otherwise directed, will be reference to TN State Plane Coordinate System (NAD 83 Conus) horizontally, and NAVD88 (Geoid 12B) for elevations
  - o Drawing sheets shall be plotted at a scale of 1" = 50' or larger and will include a graphic scale
  - o Show North arrow

- Include legend of symbols and abbreviations used on the drawing
- Depict spot elevations on paving or other hard surfaces to the nearest 0.05', on all other surfaces to the nearest 0.10'
- Information shall be shown on the same drawing
- State elevation datum and provide the location of benchmark used
- A digital copy of the drawing in .dwg format and three prints of each drawing will be furnished
- The licensed surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown

### **Task 3 – Construction Administration Services**

ENGINEER staff will provide Construction Administration (CA) services throughout the project as described below for a 390 day construction period.

- Conduct a pre-construction conference with contractors and OWNER
- Review submittals prior to commencement of work
- Conduct monthly progress meetings by creating agendas, compiling meeting minutes, distributing meeting minutes, and assisting OWNER with coordinating contractor work flow schedules
- Provide project coordination with OWNER staff and contractor
- Incorporate additional repair items into the project as directed by OWNER
- Respond to inquiries from subcontractor on project specifics during the project
- Review and approval of monthly pay applications from the contractor
- Update RPR app throughout construction
- Review documentation for each repair to evaluate condition
- Formulate punch list items as work is completed
- Formulate change orders as needed by providing revised maps and updating the Master Spreadsheet.

### **Task 4 – Resident Project Representation Services**

ENGINEER will provide Resident Project Representation (RPR) services throughout the project as described below for a 390 day construction period. NOTE: The budgeted fees in Exhibit C are based on OWNER providing one (1) full-time RPR dedicated to the project.

- Provide one (1) Senior Resident Project Representative (SR RPR) to supervise the RPR team and interface with OWNER, Contractor and other significant Stakeholders identified by OWNER.

The SR RPR will provide QA/QC of the associated reports and conduct briefings to the OWNER as necessary throughout the project.

- Provide one (1) Resident Project Representative (RPR) to observe work as required throughout the project and coordinate with the local Superintendent on the project site. The RPR will serve as the SR RPR assistant on the project site and as such will coordinate all other RPR's on the project site to facilitate work.
- Coordinate with OWNER regarding RPR duties and flow of work
- Assist with review submittals prior to commencement of work
- Keep daily records of construction activities completed by documentation through photos and work description
- Update online RPR application as work is performed and coordinate with OWNER staff to facilitate use of construction maps (RPR application) to document work completed
- Interface with contractor's superintendent as required to facilitate work
- Monitor site restoration and ensure fairness in resolving complaints
- Coordinate with OWNER'S staff regarding anticipated construction schedules
- Provide recommendations to the ENGINEER and OWNER regarding site conditions and construction issues
- Coordinate and communicate with the general public regarding construction work, schedules and related issues
- Assist with review and reconciliation of monthly pay applications from contractor
- Assist with facilitating change orders for additional work or change in scope

## **Schedule**

Upon execution of the agreement, ENGINEER will begin the review and design of the prioritized areas of the collection system. Upon completion of the design, ENGINEER will begin assembling the contract documentation and coordinate the advertisement and construction schedule with OWNER. At that time, a final project schedule will be determined. It is anticipated that the construction project will be bid out and commence during the Fall of 2020 in order to allow for construction along key areas during dry weather periods.

**TASK ORDER NO. 20200318**

**Exhibit B**

**OWNER'S RESPONSIBILITIES**

The OWNER shall provide the ENGINEER with CCTV inspection videos and databases of any prospective mainlines or manholes that may be considered for repair. OWNER shall provide ENGINEER with any pertinent documentation from OWNER's legal department relating to bidding of sanitary sewer collection system rehabilitation projects and provide assistance, direction, and comments regarding the OWNER's purchasing procedures. OWNER shall make available any necessary staff to provide pertinent information in the development of project design. OWNER shall provide one (1) full-time RPR throughout the project or provide advanced notice when additional RPR services will be required by ENGINEER.

**TASK ORDER NO. 20200318**

**Exhibit C**

**COMPENSATION**

The ENGINEER will be compensated for the Scope of Services as follows:

The fee for **Task 1 – Design and Bidding Services**, will be billed a lump sum amount of \$127,500.

The fee for **Task 2 – Surveying**, will be billed on an hourly basis at standard rates with a not-to-exceed maximum of \$7,500.00. All expenses incurred as part of completing this task will be billed at a rate of cost plus ten percent (10%). Expenses may include but are not limited to project mileage, postage, printing, lodging, sustenance, etc.

The fee for **Task 3 – Construction Administration**, will be billed on an hourly basis at standard rates with a not-to-exceed maximum of \$98,000.00. All expenses incurred as part of completing this task will be billed at a rate of cost plus ten percent (10%). Expenses may include but are not limited to project mileage, postage, printing, lodging, sustenance, etc.

The fee for **Task 4 – Resident Project Representation**, will be billed on an hourly basis at standard rates with a not-to-exceed maximum of \$215,000.00. All expenses incurred as part of completing this task will be billed at a rate of cost plus ten percent (10%). Expenses may include but are not limited to project mileage, postage, printing, lodging, sustenance, etc.

The ENGINEER will bill monthly, based on the percentage of work completed each month. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed Task Order No. – 20200318 as a part of the “Agreement between Owner and Engineer for Professional Services-Task Order Edition” on this, the 18th day of March 2020.

**S&ME, INC.**



By: \_\_\_\_\_

Printed: Travis E. Wilson

Title: Principal Project Manager

**CITY OF MURFREESBORO**

**MURFREESBORO WATER RESOURCE DEPARTMENT**

By: \_\_\_\_\_

Printed: Mayor Shane McFarland

Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Printed: Adam Tucker

Title: City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 04/02/2020

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**Item Title:** Pall Membrane G3 Numatics Upgrades

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Replace the existing electronics for the Numatics solenoid banks for the Microfiltration Rack Controls, CIP #1 Controls, CIP #2 Controls and the CIP Chemical Transfer Controls. Pall Water is the sole source provider of the membrane filters at the Stones River Water Treatment Plant.

**Staff Recommendation**

Approve sole source procurement of the G3 Numatics equipment for upgrades to Pall membrane system from Pall Corporation in accordance with their quote.

**Background Information**

The Stones River Water Treatment Plant commissioned the Pall Corporation membranes on December 18, 2008. There are ten (10) racks with 56 modules each. This is the 0.1 microfiltration system is used to remove particles, protozoa, colloidal silica and reduces turbidity. This is a critical system that if it fails, no water is produced. The Pall membranes have operated since 2008 with the only upgrade being the recently approved upgrade to the electronics and operating system. The pneumatics system (G2 Numatics) that operates the racks are obsolete and there is no direct replacement to the system. The replacement that Pall performs on the system is the upgrade to G3 Numatics. This upgrade requires some modification to both wiring and control software.

**Council Priorities Served**

*Responsible budgeting*

MWRD evaluates condition and lifespan of equipment and budgets responsibly to ensure reliable operation of facilities.

*Maintain public safety*

Failure to conduct this work will negatively impact water quality for the customer and lifespan of the asset.

**Fiscal Impact**

The cost for the upgrade is \$107,833. The amount in FY20 capital budget for upgrades to the system is \$250,000.

**Attachments**

1. Pall G3 Numatics Upgrade Proposal – OPP1401052
2. Pall Sole Source Procurement Form

Pall Proposal No.: OPP1401052

Date: March 4, 2020

Stones River WTP  
5528 Sam Jared Drive  
Murfreesboro, TN 37133  
Attn: Alan Cranford  
Email: [acranford@murfreesborotn.gov](mailto:acranford@murfreesborotn.gov)

Re: On-Demand Service Support for Pall Filtration System at Stones River WTP  
Equipment no: Large Water; WBS#: 01.00048; SAP:1381

As a follow up to your discussion with Pall, we are pleased to offer a proposal for technical services. We will arrange onsite support pending receipt of your purchase order, at which time site visit details will be confirmed.

#### Scope of Services

Pall Water proposes to replace the existing electronics for the Numatics solenoid banks for the Microfiltration Rack Controls, CIP #1 Controls, CIP #2 Controls and the CIP Chemical Transfer Controls. The existing electronics, Numatics type G2, has been obsoleted by the manufacturer who has named the G3 type as its replacement. The G3 is not a direct replacement for the G2 type, and some modifications to both wiring and control software is required to complete the upgrade.

Once an order for this work is accepted, Pall Water will:

- purchase the required materials to complete the change-over
- design electrical wiring changes, and
- begin creating an updated version of the PLC program to support the Numatics G3 electronics.

Parts to be supplied as part of this order include:

- (10) fully-built 22-valve Numatics solenoid banks with G3 electronics for the microfiltration rack controls
- (2) fully-built 22-valve Numatics solenoid bank with G3 electronics for the CIP controls
- (1) fully-built 9-valve Numatics solenoid bank with G3 electronics for the CIP Transfer controls

Pall anticipates three weeks time for materials to be received and preliminary engineering work to be completed. Once the materials are received and engineering is complete, Pall will work with the customer to schedule a Field Service Engineer (FSE) to the customer's site to

- complete the physical change-out of the Numatics hardware
- complete necessary wiring changes for power connections to the new Numatics hardware,
- install the updated programming,
- test the new installation and make any needed adjustments.

Work will be considered complete when the FSE demonstrates that the new manifolds are working as intended. Pall expects the FSE will require up to eight (8) full working days to complete this work. Withing two weeks of completion, Pall will send updated electrical drawings to the customer for their records and use.

Travel Time is included in this proposal.

Schedule:

Pall anticipates the following preliminary schedule (subject to change):

Week 0 - Order is accepted by Pall. Materials placed on order with vendors.

Week 1 - Electrical drawing red-lines (for use by FSE) begin. Off-site programming work begins

Week 2 - Electrical drawing red-lines (for use by FSE) completed. Off-site programming work complete.

Week 3 - Last of materials received by Pall from vendors. Pall to initiate contact to schedule FSE to site (please allow one

week advance for scheduling purposes)

Week 4 - Materials consolidated at Pall and shipped to site.

Week 5 - FSE travels to customer site, begins installation work as outlined

Week 6 - FSE finishes installation work as outlined, demonstrates functionality,

Week 7 - FSE sends any electrical drawing mark-ups back for updating. Final electrical drawing updates are begun at Pall's offices

Week 8 - Final electrical drawing updates are completed, released and sent to the customer for their records (Adobe Acrobat

format). Final billing is completed.

Assumptions:

- Field Service Engineer may need to travel to site Monday morning to arrive around midday, depending on carrier availability. Travel is subject to unanticipated delays.

- Because of the nature of this work, partial or full shutdown of the microfiltration system may be required. Pall will strive to minimize

disruptions to production. However, some unexpected shutdowns may occur during the course of the work.

- At least one representative of the water treatment plant will be available for coordination purposes for the duration of the performance of the work described.

Freight charges are not included.

Disclaimer: This proposal is based on information and conditions known at the time of quotation. Pall Water reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials.

On Demand Service

On demand, onsite service is provided only when requested by the customer. The service is scheduled based Palls' ability to accommodate the customer's requested date. Lead time from notification of need by the Customer, to dispatch is to be negotiated prior to contract order.

Our proposal, based on time and materials, is calculated using Pall's Service Rate. Should additional time beyond the quoted value be required to successfully complete the scope; we will request a revision to your Purchase Order, while onsite, or recommend arrangements be made for a future site visit.

PROPOSAL SUMMARY

On-Site Technical Support: MM# WH017463 - On Demand \$107,833.00

Travel Expense Reimbursement - Expenses: MM# 25662 Included in above

**Total amount for purchase order: \$ 107,833.00**

**Service Reports:** If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

**Materials:** This proposal covers parts and services.

**Validity:** This proposal is valid for 30 days.

**Terms of Sale:** Pall Standard Terms and Conditions of Sale of Services.

**Terms of Service:**

- Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours including travel time.

**Service Order acceptance and payment terms:** Pall Water requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be billed automatically upon completion of the service, and sign-off of the service report, and become payable within 30 business days of receipt of the invoice.

**Changes:** Pall shall not implement any changes in the scope of services described in Pall's proposal unless the Customer and Pall agree to the details of the change. Any resulting price, schedule or other contractual modifications, will require a verbal change called into Pall's Customer Service Department, with a follow up written confirmation. This includes any changes necessitated by a change in applicable law.

A Purchase Order or written authorization to accept the contract of work as described, along with a signed copy of the attached Customer authorization for service is required in advance of PASS providing the service defined in this proposal.

Please direct your purchase order to:

**Pall Water**  
**Pall System Services**  
P.O. Box 5630  
839 State Route 13  
Cortland, New York 13045-5630  
Tel: 866-475-0115 / Fax: 607.758.4526  
Email: [Pall\\_Technology\\_csc@pall.com](mailto:Pall_Technology_csc@pall.com)  
Attn: Customer Service

## Pall Systems Support

To obtain support for your Pall systems installation, our Customers can contact Pall via our toll free number at 866-475-0115 or by email to [pall\\_technology\\_csc@pall.com](mailto:pall_technology_csc@pall.com). Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

Pall Customers have access to this 24/7 Service Hotline. Pall System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at \$250 for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If your system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals longer than 30 minutes, or after-hours technical support to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1-hour charge at Pall's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at Pall's Off-Site Service Rates, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, the

Customer can request a Pall System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Please feel free to call me at your convenience with any questions or comments. We look forward to providing you with field services to assist you with system operation, and await your purchase order.

Sincerely,

Rafael Fernandez  
Regional Sales Manager  
Mobile 305-240-0415

E-mail: [Rafael\\_Fernandez@pall.com](mailto:Rafael_Fernandez@pall.com)

Pall Proposal No.: OPP1401052  
Date: March 4, 2020

**Customer Authorization for Service**

I am an authorized representative of the customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: \_\_\_\_\_

\_\_\_\_\_

Print Name

Title/Position

\_\_\_\_\_

Signature

Date

Purchase Order No. or Reference for Billing: \_\_\_\_\_

Circle Service Visit Frequency: Annual   Semi-Annual   Quarterly   Single   Emergency

Requested Date(s) to Schedule Service Visit(s): \_\_\_\_\_  
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

**Pall Proposal No.:** \_\_\_\_\_

**Effective Date and Duration:** This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Pall Standard Terms and Conditions of Sale of Services

1. **Acceptance:** Acceptance by Pall Corporation ("Seller") of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form, Seller's quotation, proposal or similar document delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.
2. **Services:**
  - 2.1 Seller will provide such services ("Services") as are expressly described in its quotation, proposal, statement of work or other document executed by Seller (the "Quote") during normal business hours and will charge Buyer in accordance with Seller's then current schedule of rates, unless otherwise specified in the Quote. Services requested or required by Buyer to be performed outside of normal business hours or in an expedited manner or in addition to the Services included in the Quote will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Quote.
  - 2.2 The schedule for the provision of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's Quote and receipt of all specifications, as applicable, and in the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages, due to delays.
  - 2.3 It is understood that the Services provided by Seller are not to be considered Professional Engineering Services or Works-for-Hire. In the event design documentation requires a Professional Engineering Stamp, a written scope and definition of responsibility must be executed by Buyer and Seller.
3. **Prices:** Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
5. **Payment:**
  - 5.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the of date of invoice. Payment for non-U.S. billing shall be in accordance with Seller's written instructions.
  - 5.2 A monthly interest charge at the rate of 1.5% or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of invoice.
  - 5.3 Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
  - 5.4 All sales are subject to the approval of Seller's credit department.
  - 5.5 Buyer may not setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.
6. **Warranty, Limitation of Liability and Remedies:**
  - 6.1 SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
  - 6.2 Seller further warrants that all Services will be performed in a workmanlike manner and that Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller's completion of the Services). Seller's liability under any service warranty is limited (in Seller's discretion) to repeating the Service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the Service.
  - 6.3 If Seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller Seller's then customary charges for any additionally required Services. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Service claimed to fail to meet the above warranty. Buyer shall provide Seller with a copy of the original invoice for the Service. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
  - 6.4 In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller service) whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging,

delivery, storage, use, misuse or non-use or resale of any of its Services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the Services sold to Buyer hereunder which are claimed to fail to meet above warranties.

- 6.5 In no event shall Buyer be entitled to claim under the above warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.
7. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
8. **Ownership of Materials:** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, and all related intellectual property rights, shall remain Seller's property. Buyer is not authorized to use information supplied by Seller for other purposes unless agreed to in writing by Seller. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
9. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral and written, between the parties relating to the subject matter hereof. Seller's Terms and Conditions of Sale shall be binding on the parties and their successors and permitted assigns. No change, addition to or waiver of any of the terms of Seller's Terms and Conditions of Sale shall be binding as to the parties hereto unless approved in writing by the parties hereto or their authorized representatives.
10. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form and shall be subject to these terms and conditions.
11. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
12. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
13. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
14. **Validity:** If any provision of Seller's Terms and Conditions of Sale is held invalid by any competent authority to be illegal or unenforceable in whole or any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision, nor the other provisions, which shall not be affected.
15. **Governing Law, Service of Process:** Seller's Terms and Conditions of Sale and the parties' agreement for the sale of Services shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to the Seller's Terms and Conditions of Sale and the purchase and supply of the Services. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction. Each party hereby waives personal service of process, and irrevocably submits to service of process by mail.
16. **Jurisdiction.** Each party hereby waives all objections to the jurisdiction specified herein on the grounds of inconvenient forum or otherwise. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
17. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.



Department		PO Number:	
Requester Name:			
Department Director/Manager:			
Dept. Dir/Mgr Signature:	Approval:		Yes or No

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

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

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

**4. Name of Single Source Supplier:**

**Mailing Address:**

**Phone Number:**

**Fax Number:**

**Web Site Address (if available):**

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

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

- |           |  |   |
|-----------|--|---|
| <b>A.</b> |  | Enhancements of Existing Equipment . . . The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from original manufacturer is paramount. (Complete Section 5, 7 & 8) |
| <b>B.</b> |  | Replacement Equipment . . . The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results. (Complete Sections 5, 7 & 8)                                   |
| <b>C.</b> |  | Replacement Parts . . . The purchase is for replacement parts needed for repair of existing equipment where compatibility with equipment from the original manufacturer is paramount. (Complete Sections 5, 7 & 8)            |
| <b>D.</b> |  | Technical Service . . . The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature. (Provide detail in Section 8)                |
| <b>E.</b> |  | Continuation Or Prior Work . . . Additional item, service or work required, but not known to be have been needed when the original order was placed with vendor. (Provide detail in Section 8)                                |
| <b>F.</b> |  | Other . . . (Complete Sections 7 & 8)<br>State <input style="width: 600px; height: 20px;" type="text"/>   |

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

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

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

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

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

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

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

**9. FIRM PRICE QUOTATION NEEDED**

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

**10. SIGNATURE REQUIRED**

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

<b>Name</b>	<b>Signature</b>	<b>Date</b>
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# COUNCIL COMMUNICATION

Meeting Date: 04/01/2020

**Item Title:** Beer Permits  
**Department:** Finance  
**Presented by:** Melissa Wright, City Recorder

**Requested Council Action:**

Ordinance   
Resolution   
Motion   
Direction   
Information

**Summary**

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

**Staff Recommendation**

The application from the following applicant meets requirements and is recommended to be approved. The permit will only be issued once all building and codes inspections are passed and the permit is approved by the City Council (Beer Board).

**Regular Beer Permits**

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Tri Star Energy, LLC	Sudden Service #0022	235 N Rutherford Blvd.	Off-Premise	Convenience Store and gas station	Ownership Change
Tri Star Energy, LLC	Sudden Service #0020	2181 Old Fort Pkwy.	Off-Premise	Convenience Store and gas station	Ownership Change

**Background Information**

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits.

**Council Priorities Served**

*Maintain public safety*

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

**Attachments**

Summaries of Request

**Beer Application**

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	Tri Star Energy, LLC
<b>Name of Business</b>	Sudden Service #0022
<b>Business Location</b>	235 North Rutherford Blvd.
<b>Type of Business</b>	Convenience store and gas station
<b>Type of Permit Applied For</b>	Off-Premises Retail Permit

**Type of Application:**

<b>New Location</b>	_____
<b>Ownership Change</b>	_____ X _____
<b>Name Change</b>	_____
<b>Permit Type Change</b>	_____
<b>Corporation</b>	_____
<b>Partnership</b>	_____
<b>LLC</b>	_____ X _____
<b>Sole Proprietor</b>	_____

**Manager**

<b>Name</b>	Hekmat Hijazy Babikir
<b>Age</b>	34
<b>Residency City/State</b>	Antioch, TN
<b>Race/Sex</b>	Black/F
<b>Background Check Findings</b>	
City of Murfreesboro:	
TBI/FBI:	1/11/16 Leaving scene of accident-damage over \$500 1/11/16 DUI - guilty

**Application Completed Properly?** Yes

**Occupancy Application Approved?** No

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

## Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Tri Star Energy, LLC
Name of Business	Sudden Service #0020
Business Location	2181 Old Fort Parkway
Type of Business	Convenience store and gas station
Type of Permit Applied For	Off-Premises Retail Permit

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Permit Type Change	_____
Corporation	_____
Partnership	_____
LLC	_____ X _____
Sole Proprietor	_____

Manager

Name	Theresa D. Farmer
Age	45
Residency City/State	Murfreesboro, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

# COUNCIL COMMUNICATION

Meeting Date: 04/01/2020

**Item Title:** Beer Permits  
**Department:** Finance  
**Presented by:** Melissa Wright, City Recorder

**Requested Council Action:**

- Ordinance
- Resolution
- Motion
- Direction
- Information

**Summary**

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

**Staff Recommendation**

We are requesting the reissuance of permits with new dates for the following applicants. The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once all building and codes inspections are passed and the permits are approved by the City Council (Beer Board).

**Special Event Beer Permits**

Name of Applicant	Date of Event	Type of Event	Location of Event
MBRC Foundation	5/7/2021	Fundraiser	Cannonsburgh Village
MBRC Foundation	5/8/2021	Fundraiser	Cannonsburgh Village
Children’s Museum Corporation dba Discovery Center	10/23/2020	Shakesbeer Fundraiser	Discovery Center 502 SE Broad St.

**Background Information**

These applicants were approved by council for a special event beer permit on January 15<sup>th</sup> and 31<sup>st</sup>, respectively. These events have been postponed due to COVID-19.

**Council Priorities Served**

*Maintain public safety*

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

**Attachments**

Summaries of Request

**Special Event Beer Application**

Summary of information from the beer application:

**Name of Non-Profit Organization**

MBRC Foundation

**Organization Address**

111 N. Maple St.

**Event Location**

Cannonsburgh Village  
312 N. Front St.

**Event Date**

5/7/2021

**Event Time**

5:00 p.m. until 10:00 p.m.

**Period for Beer to be Served (12 Hour Limit)**

5:00 p.m. until 10:00 p.m.

**Approximate Number of Persons Expected to Attend**

250

**Nature and Purpose of Event**

Fundraiser for the Murfreesboro  
Breakfast Rotary Club

**Event Location**

Cannonsburgh Village  
312 N. Front St.

**Event Date**

5/8/2021

**Event Time**

10:00 a.m. until 6:00 p.m.

**Period for Beer to be Served (12 Hour Limit)**

10:00 a.m. until 5:00 p.m.

**Approximate Number of Persons Expected to Attend**

10,000

**Nature and Purpose of Event**

Fundraiser for the Murfreesboro  
Breakfast Rotary Club

**Application Completed Properly?**

Yes

**Internal Revenue Letter Provided?**

Yes

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

**Special Event Beer Application**

Summary of information from the beer application:

<b>Name of Non-Profit Organization</b>	Children's Museum Corporation
<b>Organization Address</b>	DBA: Discovery Center 502 SE Broad Street
<b>Event Location</b>	Discovery Center
<b>Event Address</b>	502 SE Broad St.
<b>Event Date</b>	10/23/2020
<b>Event Time</b>	6:00 p.m. until 10:00 p.m.
<b>Period for Beer to be Served (12 Hour Limit)</b>	6:00 p.m. until 10:00 p.m.
<b>Approximate Number of Persons Expected to Attend</b>	350
<b>Nature and Purpose of Event</b>	Shakesbeer Fundraiser
<b>Application Completed Properly?</b>	Yes
<b>Internal Revenue Letter Provided?</b>	Yes

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