MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
June 4, 2020

PRAYER

Mayor McFarland

PLEDGE OF ALLEGIANCE

Consent Agenda

1. City Manager Approved Budget Amendments (Finance)
2. Coronavirus Emergency Supplemental Funding Program (Finance)
3. Purchase of Fire Equipment (Fire Rescue)
4. Additional Costs for Cannonsburgh Window Replacements (Parks & Recreation)
5. Main Street Banner Request to Hang Across East Main Street:
    a. MTSU American Democracy Project for Civic Learning August 10 – 20, 2020
    b. Linebaugh Library Foundation April 21 – May 1, 2021 (Street)
6. Barton Lawncare (Water Resources)
7. Asphalt Purchases Report (Water Resources)
8. JB Mech Elec Service Contract Ext No. 2 (Water Resources)
9. Operation and Maintenance Custodial Services Renewal (Water Resources)
10. Sanitary Sewer Rehab Change Order #3 (Water Resources)
11. Water-Wastewater Mechanical-Electrical Contract (Water Resources)

Old Business

<u>Land Use Matters</u>

12. Ordinance 20-OZ-07: Rezone approximately 1.11 acres located at the southeast corner of South Academy Street and East Sevier Street (2nd and final reading) (Planning)
13. Ordinance 20-O-15: Budget Amendment (2nd and final reading) (Finance)
14. Ordinance 20-O-16: Amendment to the City Ordinance Permitting Regulated Take-out and Delivery of Beer (2nd and final reading) (Finance)

New Business

<u>Ordinances</u>

<u>Land Use Matters</u>

15. Ordinance 20-OZ-13: Rezone approximately 30 acres located along North Thompson Lane, West College Street, West Northfield Boulevard, and Hope Way (Planning)
    a. Public Hearing: Rezone approximately 30 acres
    b. Ordinance 20-OZ-13
16. Ordinance 20-OZ-14: Rezone approximately 1.44 acres located at the northeast corner of North Rutherford Boulevard and Gold Valley Drive (Planning)
    a. Public Hearing: Rezone approximately 1.44 acres
    b. Ordinance 20-OZ-14

b. Ordinance 20-OZ-14

<u>FY 21 Budget Matters</u>

17. Adoption of Proposed FY 21 Budgets (Administration)
    a. Public Hearing: Adoption of Proposed FY 21 Budgets
    b. Ordinance 20-O-18: FY 21 Appropriations
    c. Ordinance 20-O-19: FY 21 Tax Rate
    d. Resolutions
        1. Resolution 20-R-13: Water Resources
        2. Resolution 20-R-14: Stormwater Utility Management
        3. Resolution 20-R-15: City Schools
        4. Resolution 20-R-16: Evergreen Cemetery
        5. Resolution 20-R-17: Electric Department
18. Resolution 20-R-12: Other Post-employment Benefits for FY21 (Finance)

<u>On Motion</u>

19. Sale of Excess Airport Property (Airport)
20. Engineering and Design of Taxiway F Development Area (Airport)
21. Engineering and Design of MTSU Ramp Expansion and Construction of Taxiway E (Airport)
22. Purchase of Insurance Coverages for the City for FY 2021 (Legal)
23. Purchase of new WinCan Sewer Asset Management Software (Water Resources)
24. Bulk Sale & Purchase Agreement with Marshall County (Water Resources)
25. Flow Monitor Basin 10A-3 and 4 Density Restriction & CIA Study Proposal (Water Resources)

Licensing

Board & Commission Appointments

26. Reappointments to the Construction Board of Adjustments and Appeals (Administration)
27. Reappointments to the Greenway Projects Committee (Administration)
28. Reappointments to the Parks and Recreation Commission (Administration)
29. Reappointments to the Water Resources Board (Administration)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: FY 2020 City Manager Approved Budget Amendments

Department: Finance

Presented by: Melissa B. Wright

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

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

<u>Human Resources</u>

Replace a computer so that a tablet can be used in the HR conference room. Move $1,250 from Human Resources Service Excellence to Human Resources Computer Equipment.

<u>Fleet</u>

Purchase of shelving system installed by NAPA. Move $18,000 from Fleet Vehicle Parts & Repair to Fleet Machinery and Equipment.

<u>Purchasing</u>

To support the purchase of a faster software license. Move $2,010 from Purchasing Training & Travel to Computer Software Expense.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2020

Move funds from:		Move funds to:	
Org	10118008	Org	10118009
Object	599906	Object	594702
Acct Name	Service Excellence	Acct Name	Computer Equipment
Amount	$ 1,250.00		

Explanation: To replace a computer so that a tablet can be used in the HR Conference Room.

Department Head Signature — Date: 3/27/2020

Reviewed by Finance — Amanda DeRosia — Date: 04/02/2020

Approved	✓	City Manager	Date
Declined			

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

City of MURFREESBORO TENNESSEE

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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2020

Move funds from:		Move funds to:	
Org	10125008	Org	10125009
Object	533200	Object	594000
Acct Name	Vehicle Parts and Repair	Acct Name	Machinery and Equipment
Amount	$18,000.00		

Explanation: Purchase of shelving system installed by NAPA. With the cancelation of the contract with NAPA the City agreed to purchase the shelvine system.

Department Head Signature — Date: 3/18/2020

Reviewed by Finance: Amanda DeRosia — Date: 03/27/2020

Approved ☑

Declined ☐

City Manager — Date: 4.7.20

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

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2020

Move funds from:		Move funds to:	
Org	10113008	Org	10113009
Object	528000	Object	594701
Acct Name	Training & Travel	Acct Name	Computer Software Exp
Amount	$2,010.20		

Explanation: Transfer money to support purchase of a faster license.

Department Head Signature — Date: 5/29/20

Reviewed by Finance — Date: 05/29/2020

Approved ☑

Declined ☐

City Manager — Date: 5.29.20

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

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Coronavirus Emergency Supplemental Funding Program

Department: Finance

Presented by: Melissa B. Wright

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

BJA FY 20 Coronavirus Emergency Supplemental Funding Program grant has been awarded.

Background Information

The Department of Justice has approved and awarded our grant application for the purchase of personal protective equipment and decontamination equipment and supplies for use by first responders.

Council Priorities Served

Responsible budgeting

The grant does not require a financial match. It is prudent of the City to take advantage of Federal grant funds, thus freeing City resources for other necessary expenditures.

Fiscal Impact

Grant revenue and expenditures for the Police Department are already covered in the FY 20 budget, resulting in no changes to the General Fund balance.

Attachments

None

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Purchase of Fire Equipment

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase of fire hoses for the Fire Rescue Department.

Staff Recommendation

Approve the equipment purchase of fire hoses from G & W Diesel/EVS.

Background Information

MFRD replaces its existing fire hoses as needed from the department's budget. The department also purchases hoses for new apparatus from capital funding. MFRD issued a Request for Competitive Sealed Proposals (RFCSP) in order to study, review, and select the best quality and grade relative to price of fire hoses. Two proposals were received. MFRD conducted a review process including evaluation of fire hose from each company. MFRD selected G & W Diesel/EVS after reviewing and ranking both proposals.

Council Priorities Served

Maintain public safety

Good quality fire hoses are a necessity to assure that safe and efficiency of operations and to provide the highest level of service to the community.

Fiscal Impacts

The purchase cost for this equipment is $29,187, which is funded within the allocation for Ladder 1 Aerial. Additionally, $16,000 was included in the FY21 tentative budget for the replacement of fire hoses, which will be purchased under the attached contract.

Attachment

Quote for Ladder 1
City and G & W Diesel/EVS Contract
RFCSP
Bid Response

SALES QUOTE

Toll Free: 800-233-5053
Fax: 501-327-3208
www.gwevs.com

G&W Diesel Services, Inc.

EVS EMERGENCY VEHICLE SPECIALISTS

CONWAY, AR OLIVE BRANCH, MS MEMPHIS, TN NASHVILLE, TN

BILL TO: Murfreesboro Fire Rescue

Telephone: 615-785-2993
Fax:

SHIP TO: Murfreesboro Fire Rescue

Attention: Joe Pennington

Salesperson:	Date:	Payment	Quote Number
Megan Walker	5/27/2020	Net 30	MW-200132
Ship Complete:	**Freight:**		**Customer Purchase Order**
Yes	**To Be Added On Order**		

QTY.	PART NUMBER / DESCRIPTION	UNIT $	TOTAL $
4	Key Combat Ready Yellow- 1.75" - 50' Section	$ 224.51	$ 898.05
42	Key Combat Ready Green - 1.75" - 50' Section	$ 224.51	$ 9,429.50
42	Key Combat Ready Red - 1.75" - 50' Section	$ 224.51	$ 9,429.50
42	Key Combat Ready Orange - 1.75" - 50' Section	$ 224.51	$ 9,429.50
		$ -	$ -
		$ -	$ -
	*****Each section to be stenciled in numerical succession**	$ -	$ -
	beginning with MFRD-20-151 and ending with MFRD-20-180	$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
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		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		Sub Total	$ 29,186.55
		FREIGHT:	$ -
		TAX:	$ -
		TOTAL:	$ 29,186.55

Quote Valid 90 Days Unless Specified Otherwise. All Returns Subject to a Minimun 20% Restocking Fee. No Returns On Special Order, Custom Made or Personalized Items

Megan Walker *Megan Walker*
(901) 834-2800 mwalker@gwevs.com

Agreement for Fire Hoses

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

This Agreement consists of the following documents:

- This document
- RFCSP-28-2020 – Fire Hoses issued April 3, 2020 (the "Solicitation");
- Contractor's Proposal, dated April 29, 2020 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 29, 2020 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase 1.75" – 2.5" 50ft. Fire Hose in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.

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

3. **Price; Compensation; Method of Payment.**
   a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of:

      i. $224.51 Each – Key Combat Ready – 1.75" – 50' Section
      ii. $279 Each – Key Combat Ready – 2.0" – 50' Section
      iii. $193.06 Each – Key TRU-ID – 2.25" – 50' Section
      iv. $290.13 Each – Key Combat Ready – 2.5" – 50' Section

      Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
   b. Deliveries of all items shall be made within 10 weeks from issue of Purchase Order at 1311 Jones Blvd., Murfreesboro, TN 37129. Contact Person, Roger Toombs (tel. 615-893-1422; email: rtoombs@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
   c. Deliveries of all items shall be made as stated in the Solicitation and specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
   d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the RFCSP.
   e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

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

5. **Taxes**. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

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

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

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

   If to the City of Murfreesboro:
   City Manager
   City of Murfreesboro
   111 West Vine Street
   Murfreesboro, TN 37130

   If to Contractor:
   Attn: Megan Walker
   Emergency Vehicle Specialists
   3502 Dickerson Pike
   Nashville, TN 37207

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

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

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

12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination.**

    a. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement,

Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

b. Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:
    i. The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
    ii. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
    iii. The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of

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

18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[*signatures appear on the following page*]

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

CITY OF MURFREESBORO, TENNESSEE	**EMERGENCY VEHICLE SPECIALIST**
_____	_____
Shane McFarland, Mayor	Megan Walker, Territory Sales Manager

APPROVED AS TO FORM:

_____

Adam F. Tucker, City Attorney

City of Murfreesboro

Request for Competitive Sealed Proposals (RFCSP)

For

Fire Hoses

ISSUE DATE: 04/03/2020

RESPONSE DUE DATE: 04/29/2020

1. Introduction

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified vendors for 50' length hose ranging in size of 1.75", 2.0", 2.25" and 2.50" diameter for the Fire Rescue Department.

Competitive Sealed Proposal Process and Schedule

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

2. Schedule

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

Deadline to submit questions: 11:59 pm - April 20th, 2020. The City will respond to all questions by 11:59 pm – April 23rd.

No proposals will be accepted after April 29 2020 at 3:00 P.M. Central Standard Time

Proposers shall provide one (1) printed and one (1) digital copy of their proposal. All proposals received by the deadline will be publicly opened on April 29, 2020 at 3:00 P.M. Central Standard Time in the City Manager's Office, 111 West Vine Street, Murfreesboro, Tennessee. **The City is strongly discouraging attendance at bid openings due to COVID-19.**

2.2 Finalist Selection

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

3. Contact Information

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

accomplished free of charge at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration.

No oral interpretation or clarifications will be given as to the meaning or any part of the Request for Proposal documents. Prospective proposers desiring further information or interpretations must make requests in writing by email to Purchasing Analyst Shaun Knight at: sknight@murfreesborotn.gov. Inquires along with the responses will be shared with all prospective proposers who have registered to received responses to inquiries in advance of the deadline for submission of proposals. Answers to all inquiries or requests involving substantive matters will be given to all proposers of record, in addendum form, and such information will be taken into account in the preparation of proposals.

4. City Terms and Conditions

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between this document and a Proposer's response.

If Proposer seeks a modification or exception from the Terms and Conditions imposed by this section, Proposer must clearly and specifically detail all such modifications and exceptions in the transmittal letter accompanying its RFCSP response.

4.1 Standards

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

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

Proposer further acknowledges that the City is a federal government contractor, and that by virtue of any contract awarded pursuant to this RFCSP, Proposer will be a federal government subcontractor. Therefore, in accordance with federal law, Proposer specifically acknowledges and agrees as follows:

a. **The City and Proposer shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**

b. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

Proposer understands that it shall be a breach of City's ethical standards policies for any person to offer, give, or agree to give to any City employee or former employee, or for any City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content this RFCSP, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to this RFCSP or any contract or subcontract resulting therefrom.

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

4.2 Warranties

All items purchased pursuant to this RFCSP shall have a manufacturer's warranty against defects in material or workmanship for a period of not less than ten (10) years from the in-service date. During such warranty period, the Proposer shall replace at no charge, any defective or unsatisfactory items.

4.3 Indemnification

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

4.4 Terms for Payment

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

4.5 Assignment

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

4.6 Insurance

The successful proposer shall maintain insurance sufficient to cover any claims arising from the acts of the proposer or any of the proposer's employees, subcontractors or agents in connection with the performance of this contract. At a minimum, the successful proposer must satisfy the insurance requirements specified in Attachments B

4.7 Governing Law and Venue

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

4.8 Compliance with Laws

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

4.9 Compliance with Iran Divestment Act

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

5. Guidelines for this Request for Competitive Sealed Proposals Process

5.1 Basis for Proposals

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

5.2 Proposer Terms and Conditions

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

5.3 Disclosure of Proposals

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

5.4 Late Proposals

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

5.5 Signing of Proposals

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

5.6 Cost of Proposal

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

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

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

5.8 Ownership of Proposals

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

5.9 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

- The Proposer's proposal does not satisfy the product, technical, or service specifications set forth in this RFCSP;
- There is reason to believe that collusion exists between or among two or more Proposers;
- The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract;
- The Proposer lacks financial stability;
- The Proposer has failed to perform under a previous or current City contract;
- The Proposer has failed to adhere to one or more of the provisions established in this RFCSP;
- The Proposer has failed to submit its proposal in the format specified herein;
- The Proposer has failed to submit its proposal on or before the deadline established herein; or
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

5.10 Right to Waive Irregularities

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

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

5.11 Withdrawal of Proposals

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

5.12 Amendment of Proposals

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

5.13 Proposal as Firm Offer

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

5.14 Exceptions to RFCSP Specifications

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

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

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

6.15 Consideration of Proposals

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure

of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

5.16 Termination

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

5.17 Taxes

The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

5.18 Award of Contract

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred and twenty (120) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the Request for Competitive Sealed Proposals and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful proposer begins any work authorized by City.

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

5.19 Appeal Process

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

5.20 Execution of Contract

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

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

5.21 Interviews and Presentations

If deemed necessary to fully understand and compare the proposer's products, the City may request presentations by proposers with possible subsequent interviews. Oral presentations may be time limited.

5.23 Miscellaneous

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

5.24 Compliance with Iran Divestment Act

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

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

6. Services Requested/Specifications.

- The hose that is being bid must meet current NFPA 1961 Standards. The hose must also withstand the rough usage of front-line firefighting.
- The hose must be manufactured, coupled and tested in the same facility.
- The service test pressure of hose made to this specification shall be 500 PSI. The proof test shall be 1000 PSI, and the burst pressure shall be 1500 PSI. The twist of the hose shall not exceed 2 right hand turns per 50' nor shall it rise up from the surface. The hose must resist kinking and be flexible at temperature as low as -65-degree Fahrenheit.
- The hose shall be capable of safe use down to -50-degree Fahrenheit.
- The hose shall be heat resistant to the utmost importance during interior fire attack. The hose shall meet the safety factors for heat resistance without exceeding the normal fire hose weight.

- The hose shall not be affected by rot or mildew. The hose must be of sufficient body and weight to meet the demands of heavy-duty firefighting usage.
- The liner must be tested in accordance with ASTM D1149-91 and ASTM D518-86 (R91) Procedure B.
- Exposure to contamination by most chemicals shall have no effect on the sort or long-term performance of the hose.
- A copy of the manufacturers hose specification, testing procedure and warranty must be submitted with the formal quote.
- A letter from the hose manufacturer stating that their hose meets this specification must be submitted on company letterhead with each vendor's proposal.
- Each vendor must submit the Manufacturer, Model and inside diameter of the hose they are proposing.
- A List of 10 Fire Departments in the United States with contact names and current phone numbers shall be submitted with the vendor's proposal.
- If the hose that has been delivered by the manufacturer or vendor fails to meet these specifications, it will be the responsibility of the manufacturer or vendor to pay for all shipping cost back to the manufacturing facility at no cost to the Murfreesboro Fire Rescue Department. **(No Exceptions)**

Warranty

- The hose will carry a 10-year warranty
- The hose will carry a 1-year wear and tear warranty.

Hose Construction

- The hose must be designed specifically for aggressive fire attack operation.
- The hose color or clear coat abrasion resistant process as a standard on the outer jacket.
- The hose couplings must be lightweight aluminum threaded with NST threads. All couplings shall be made in the USA.
- Hose must come in various colors.
- The Fire Department initials, and hose ID information must be impregnated into the outer jacket.
- Hose must range in size of 1.75", 2.0", 2.25" and 2.50" hose must also be in 50' length.

Hose Delivery

- Hose must be delivered within 10 weeks of issuance of Purchase Order.

7. Scoring Sheet

Proposals will be evaluated and scored in accordance with the criteria set forth in the matrix below. In the event of two or more proposals are tied for the highest score, the City may elect to consider the amount of time to deliver the fire hose in selecting the winning proposal.

Vendor Name _____

Using a scale of 1-10 score the following areas:

1. Structural Integrity _____

The grade will be based on supplied data for the strength, flow testing and durability of the fire hose.

2. Hose Construction_____

The grade will be based upon construction of the fire hose, design of the fire hose, color availability, length and diameter.

3. Manufacturer, Distributor & Service Point Reputation, Stability and Availability _____

Company History including establishment of Company, current location and time located there, solely owned or is company a subsidiary of another corporation, and company leadership and tenure with company. Client History. Each proposer shall submit a list of not less than five separate references currently using the fire hose proposed on similar applications sold by bidding distributor. This list shall include the client's name, contact name, and telephone number where they may be reached.

4. Warranties _____

The hose warranty will be graded based on basic or extra warranty.

5. Cost _____

8. RFCSP Requirements and Format

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

A. Cover Page and Table of Contents

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

B. *Proposal*

1. Proposer Profile: The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.
2. Qualifications: Proposer's qualifications to perform the services requested that will also address the evaluative criteria.
3. Experience: Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar services and projects.
4. References: Each proposer shall submit a list of not less than five separate references currently using the fire hose proposed on similar applications sold by bidding distributor. This list shall include the client's name, contact name, and telephone number where they may be reached.
5. Key Personnel: Identify and provide a brief professional resume of the key personnel anticipated to be used to provide the services sought.
6. All required affidavits, executed and notarized.

C. Price Proposal

The City is interested in receiving a price proposal which reflects the existing expertise of the Proposer and its ability to deliver the fire hoses at a reasonable cost. The City requires each Proposer submit a price broken down by line item and any discounts per amount of hose purchased. In addition, Proposers should present all payment options so the City can determine what discounts may be available to the City.

D. Submittal

All Proposals should be delivered to the City Manager, City of Murfreesboro, 111 West Vine Street, Murfreesboro, TN 37130. All Proposals must be delivered by 3:00 p.m. CST, April 29th, 2020.

Iran Divestment Act

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

Signature: _____ Date: _____

Title: _____

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

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSAL

State of _____)
:
County of _____)

_____, being first duly sworn, deposes and says that;

(1) The undersigned is the (owner, partner, officer, representative, or agent) of _____ _____, the proposer submitting the attached proposal.

(2) Proposer is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

(3) Such proposal is genuine and is not a collusive or sham proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposal, firm or person to fix the price or prices in the attached proposal or of any other proposer, or, to fix any overhead, profit or cost element of the proposal price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;

(5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposal or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

(Title)_____

REFERENCE LISTING FORM

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

1 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME:
_____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: $_____

2 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: $_____

3 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: $_____

4 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: $_____

5 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (_____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: $_____

My company has been in this type of business for _____ years
State License Number: _____
Expires: _____

SEALED RESPONSE ENVELOPE LABEL

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

SEALED QUOTATIONS & PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

_____

Company Telephone Number: _____

City of Murfreesboro
Attn: Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130

Solicitation No: RFCSP-28-2020
Solicitation Title: Fire Hoses
Solicitation Due: April 29, 2020, 3 P.M. Central Standard Time

ATTACHMENT A

Sample Agreement for _____

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

This Agreement consists of the following documents:

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

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase _____ in accordance with the Solicitation, Contractor's Proposal, and Price Proposal..

1.2

2. **Term.**

2.1 The term of this Agreement commences on the Effective Date and expires on , unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.

2.2. Termination. Contractor's performance may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.

b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

3. Price; Compensation; Method of Payment.

a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of _____. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Deliveries of all items shall be made within _____ calendar days of order at the _____. Contact Person _____ (tel. _____; email. _____) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

c. Deliveries of all items shall be made as stated in the Solicitation and specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

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

5. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to

the City: (I) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. Indemnification.

6.1 Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

6.2 Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6.3 <u>Copyright, Trademark, Service Mark, or Patent Infringement</u>.

a. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (I) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

b. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

(1) Procure for the City the right to continue using the products or services.

(2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

(3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

_____
_____
_____
_____

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

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

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of

principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.**

13.1 It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13.2 Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

(a) The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(b) The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

15. **Gratuities and Kickbacks**. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

ATTACHMENT A

15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic or other cause of similar or dissimilar nature beyond its control.

31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

ATTACHMENT A

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Contractor

_____
By: _____
Its: _____

Approved as to form:

_____
Adam F. Tucker, City Attorney

City of Murfreesboro
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130

. . . creating a better quality of life

Addendum No. #1
RFCSP-28-2020 - Fire Hoses

April 3rd, 2020,

This Addendum No. 1 is issued in response to questions received. Addendum No. 1 modifies the original solicitation and is hereby incorporated and all other terms and conditions remain except the portions modified by Addendum #1.

1. Question: I am writing this question to clarify the following: if we don't have the 2.25" hose does that immediately disqualify us?

   Answer: No. There is a potential the City can do a contract with one or multiple vendors depending on the submissions.

3502 Dickerson Pk

Nashville, TN 37207

615-526-1928

Megan Walker, Territory Sales Manager

901-834-2800

April 27, 2020

Section 1: Proposer Profile, Page 2

Section 2: Qualifications, Page 2

Section 3: Experience, Page 2

Section 4: References, Page 2

Section 5: Key Personnel, Page 3

Section 6: Affidavits, Page 4-5

Proposer Profile

Since 1958, we have grown from a small GM Diesel tune-up shop into a three-state regional diversified sales and service distributor. Our growth has been achieved by providing the highest quality products through our most knowledgeable and professional sales and service team. Our goal is to be the premier sales and service provider for all the markets we serve. By choosing to partner with EVS/G&W, you have at your disposal an outstanding sales team, top quality equipment, and highly trained service technicians. Not only do we offer the finest in equipment brands, we stand behind all of our products. Our staff will provide you with excellent customer service that is unsurpassed by any other company in the industries we serve.

Qualifications

EVS has a long-standing reputation for quality and service throughout Tennessee, Arkansas, and Mississippi. Our ability to support emergency services across the state before, during, and after a sale is unmatched. Having brick and mortar locations in Memphis and Nashville that house both sales and service gives us a strong foundation for logistics and timeliness.

Experience

EVS has been a Key Hose provider to Tennessee for several years. Our sales staff has been trained on the product through classroom and practical instruction. We have excellent relationships with both Key and other vendors such as Task Force Tips. By having a diversified network of vendor relationships with complimentary products, we are invited to participate in many events throughout the year that provide additional training to our staff and allow us to work hands on with the end user. This gives us valuable feedback that we use to enhance the knowledge of our sales and service staff.

References

Gallatin Fire Department	Cpt Charlie Johnson	615-477-3064
Karns Fire Department	Chief Darron Long	865-804-1195
Oak Ridge Nat'l Laboratory FD	Director Eric Loy	865-576-7083
Sweetwater Fire Department	Chief Doug Watson	423-337-6724
Dandridge Fire Department	Chief Andy Riley	865-740-4189

Key Personnel

Megan Walker, Territory Sales Manager, EVS

Experience includes firefighting equipment sales at both the dealer and manufacturer level nationally, with a strong concentration in Middle Tennessee

Jimmie Smith, VP of Sales, EVS

Experience includes firefighting equipment sales and sales management at both the dealer and manufacturer level nationally.

Chris Reichel, Regional Sales Manager, Key Hose

Experience includes firefighting equipment sales at both the dealer and manufacturer level regionally. Chris also has experience as a firefighter and Deputy Chief.

Iran Divestment Act

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

Signature: Megan Walker Date: 4/27/2020

Title: Territory Sales Manager

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

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSAL

State of Tennessee)
:
County of Rutherford)

Megan Walker, being first duly sworn, deposes and says that;

(1) The undersigned is the (owner, partner, officer, representative, or agent) of Emergency Vehicle Specialists, the proposer submitting the attached proposal.

(2) Proposer is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

(3) Such proposal is genuine and is not a collusive or sham proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposal, firm or person to fix the price or prices in the attached proposal or of any other proposer, or, to fix any overhead, profit or cost element of the proposal price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;

(5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposal or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Megan Walker

(Title) Territory Sales Manager

G&W Diesel Services, Inc.

EVS EMERGENCY VEHICLE SPECIALISTS

SALES QUOTE

Toll Free: 800-233-5053
Fax: 501-327-3208
www.gwevs.com

CONWAY, AR | OLIVE BRANCH, MS | MEMPHIS, TN | NASHVILLE, TN

BILL TO: Murfreesboro Fire Rescue Dept

Telephone: 629-201-6312
Fax:

SHIP TO: Mufreesboro Fire Rescue Dept

Attention: Shaun Knight

Salesperson:	Date:	Payment	Quote Number
Megan Walker	4/27/2020	Net 30	MW-200108
Ship Complete:	**Freight:**		**Customer Purchase Order**
Yes	**To Be Added On Order**		

QTY.	PART NUMBER / DESCRIPTION	UNIT $	TOTAL $
1	Key Combat Ready - 1.75" - 50' Section	$ 224.51	$ 224.51
1	Key Combat Ready - 2.0" - 50' Section	$ 279.28	$ 279.28
1	Key TRU-ID - 2.25" - 50' Section	$ 193.06	$ 193.06
1	Key Combat Ready - 2.5" - 50' Section	$ 290.13	$ 290.13
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
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		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		Sub Total	$ 986.98
		FREIGHT:	$ -
		TAX:	$ -
		TOTAL:	$ 986.98

Quote Valid 90 Days Unless Specified Otherwise. All Returns Subject to a Minimun 20% Restocking Fee. No Returns On Special Order, Custom Made or Personalized Items

Megan Walker
(901) 834-2800
Megan Walker
mwalker@gwevs.com

KEY HOSE

"The Hose Company"

Tuesday, April 14, 2020

EVS Mis-South

Reference: Murfreesboro Fire Department 04/03/2020 RFCSP for Hoses

Please be advised Key Combat Ready municipal fire hose meets or exceeds the standards set forth in the above-mentioned specifications for Murfreesboro RFCSP for hoses and NFPA 1961 and 1962 compliant, issued on 04/03/2020, for inside diameters 1.75", 2" and 2.5". Combat Ready is not available in 2.25" inside diameter. All Key Combat Ready municipal fire hose is tested at our facility per the standards and procedures outlined in NFPA 1961 chapters 6 and 7, with a valid UL Underwriters inspection procedure in force.

TRU-ID municipal fire hose, with a 2.25" inside diameter has a 400/800/1200 service/test/burst rating and carries a 10-year warranty only. There is no 1-year all hazards warranty for this product model. All TRU-ID municipal fire hose is tested at our facility per the standards and procedures outlined in NFPA 1961 chapters 6 and 7, with a valid UL Underwriters inspection procedure in force.

Aside from the exceptions noted above, Combat Ready and TRU-ID meets or exceeds the standards set forth in the above-mentioned specifications for Murfreesboro RFCSP for hoses, including NFPA 1961 and 1962 compliant, issued on 04/03/2020.

Doug Bonney
Key Sales
KFH Industries
dbonney@keyhose.com
800.447.5666

List of Ten Users of Combat Ready

1.	Oklahoma City FD	Brent Pierce	405-297-1300	brent.pierce@okc.gov
2.	Ft. Worth FD	Russell Klassen	817-392-3451	russell.klassen@fortworthtexas.gov
3.	Plano Fire Dept.	Dan Moore	972-769-4874	
4.	Richardson FD	Alan Journey	972-744-5704	
5.	Frisco FD	Neil Self	972-292-6300	nself@friscofire.com
6.	Spring FD	Keith Topper	832-642-7769	
7.	Amarillo FD	Jim Farrow	806-683-8234	
8.	Memphis FD			
9.	Springdale FD	Trey Anson	479-751-4510	
10.	Tulsa FD	Mike Mallory	918-596-1250	mmallory@cityoftulsa.org

Key Hose - Combat Ready Attack Hose - Municipal Hose

"We are dedicated to the manufacture and delivery of the highest quality hose products, combining the best in raw materials with expert craftsmanship."

Combat Ready is the double jacket attack line engineered from the inside out — delivering it all, higher flows, superior heat and abrasion resistance and increased durability.

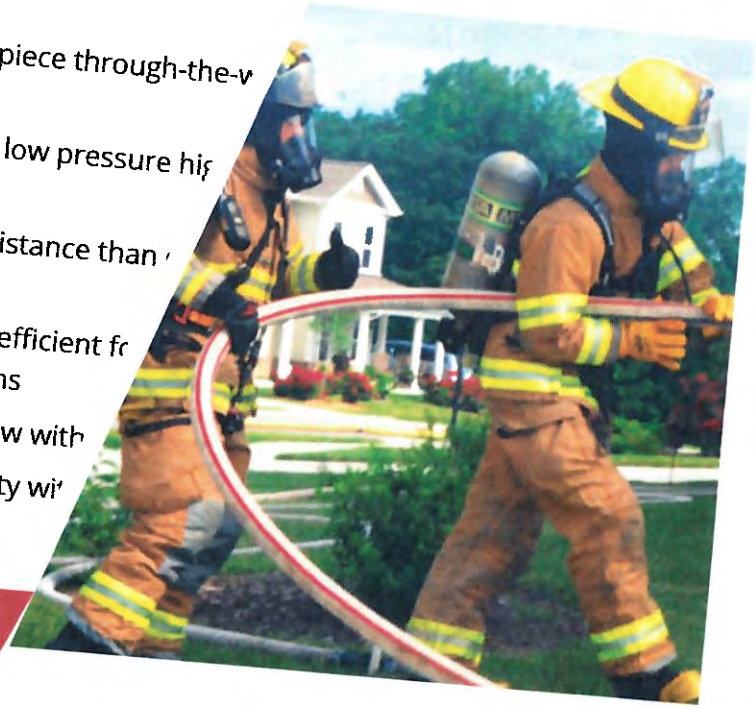
Combat Ready combines ring spun polyester staple fibers over an inner lining consisting of a one-piece extruded through-the-weave nitrile/PVC tube — making the tube, jacket liner and cover one complete assembly. This legendary through-the-weave design reduces friction loss while providing unmatched kink resistance.

Designed for low pressure high volume nozzles, Combat Ready offers high flow capabilities to combat the most aggressive attack situations. The outer jacket is available with double dip "Key-Lok" polyurethane based polymer impregnation for enhanced abrasion and moisture resistance.

Features a 10-year warranty, which includes a 1-year warranty on wear and tear.

FEATURES

- Unique one-piece through-the-v construction
- Designed for low pressure hi nozzles
- More kink resistance than attack lines
- Lower drag coefficient fc attack situations
- Higher GPM flow with
- 10-year warranty wi wear and tear



SPECIFICATIONS

"We are dedicated to the manufacture and delivery of the highest quality hose products, combining the best in raw materials with expert craftsmanship."

TRU-ID sets new standards for an ergonomic, lighter weight, higher quality, double-jacketed fire hose. At the core of TRU-ID is an exclusive "true internal diameter" of 1.75", 2.25" or 2.50". Manufactured to precision, this technology greatly lowers the overall hose weight by eliminating additional water found in over-sized attack lines — thus reducing firefighter fatigue. Virtually kink resistant, TRU--ID handlines are designed for use with low pressure/high volume nozzles built to reduce hose whip and optimize friction loss, all while delivering targeted flow rates, guaranteed.

On the outside, our premium double jacket construction enhances flexibility while offering higher abrasion and puncture resistance for maximum dependability on scene.

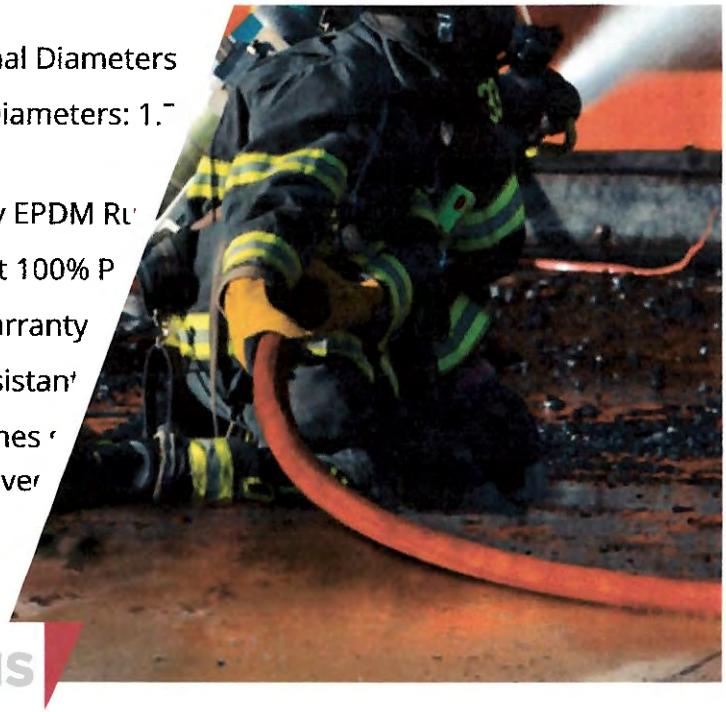
TRU-ID comes standard with lightweight, laser engraved, extruded aluminum alloy couplings. These anodized, threaded expansion ring couplings are guaranteed for the life of the hose. The laser engraved TRU-ID logo is your assurance of genuine TRU-ID technology.

Classic performance in an innovative design and rugged construction guaranteed to withstand the rigors of the fire ground for years to come. Seize the power of targeted flows with command and control performance, specify TRU-ID.

Key Hose leads the way again, introducing TRU-ID 2.25". Click to learn more about TRU-ID 2.25", the new size for high-rise and high caliber attack operations.

FEATURES

- True Internal Diameters
- Available Diameters: 1.7
  2.50"
- Heavy Duty EPDM Ru
- Lightweight 100% P
- 10-Year Warranty
- Mildew Resistant
- TRU-ID comes
  laser engraver
  couplings.



SPECIFICATIONS

Diameter	Part No.	Service Test	Proof Test	Burst Test	Bowl Size	Weight Uncoupled
*1.75"	DP17-TRU	400 psi	800 psi	1200 psi	2.125"	0.44 lbs/ft
2.25"	DP22-TRU	400 psi	800 psi	1200 psi	2.6875"	0.56 lbs/ft
*2.50"	DP25-TRU	400 psi	800 psi	1200 psi	2.8125"	0.56 lbs/ft

Targeted Flow Rates: 125-185 gpm (1.75") // 240-265 gpm (2.25") // 200-325 gpm (2.50")
***UL Listed**

- Specific tracer lines shall be woven into the outside jacket to visually identify a genuine TRU-ID hose.
- TRU-ID hose is treated with a special "Key-Lok" polyurethane based polymer impregnation for added abrasion resistance and ease in identification.
- The finished inside diameter of TRU-ID hose shall be 1.75", 2.25" and 2.50" respectively, with a tolerance of 1.2% when measured according to UL-19 standards.
- The minimum burst test pressure when tested in accordance to NFPA 1961on all TRU-ID hose shall be 1200psi / 82 bar. Service test pressures stenciled on the hose shall be in accordance with current minimum requirements of NFPA 1962.
- TRU-ID hose shall meet and exceed all performance requirements of NFPA 1961 and MIL-H-24606 latest edition standards.

COLORS

Clear Coat	Red
Orange	Yellow
Green	Blue
Tan	Black

NFPA colors available

SPEC SHEET

DOWNLOAD PDF

CATALOG

DOWNLOAD PDF

WARRANTY INFORMATION

TRU-ID hose has a potential service life and warranty of 10 years, barring mistreatment that would render it unfit for service. Upon delivery, the hose shall be free from defects in materials and workmanship.

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Additional Costs for Cannonsburgh Window Replacements

Department: Parks and Recreation

Presented by: Rachel Singer, Assistant Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Additional monies requested for Cannonsburgh window replacements.

Staff Recommendation

Approve additional monies for Cannonsburgh window project.

Background Information

Parks and Recreation recently replaced windows on eight buildings at Cannonsburgh Village. Since the original installation in the 1970s, the windows have deteriorated to a point of allowing water leaks and air intrusion. Removal of the windows revealed unanticipated wood rot, missing trim, and lack of insulation. Correction of these deficiencies has increased the cost for installation of the new windows.

Council Priorities Served

Responsible Budgeting

Correction of building deficiencies assures that the effectiveness and efficiencies associated with the building improvements will be maximized.

Fiscal Impact

Cost of the unanticipated work is $4,950. This addition brings the total project cost to $29,727. Initial funding for the window replacements came from Capital Improvements, and additional costs are expected to as well.

Attachment

Invoice from Solid Log Construction, Inc.

Solid Log Construction, Inc.

830 Barrett Rd.
Watertown, TN 37184

Invoice

Date	Invoice #
5/20/2020	542

Bill To
Cannonsburgh Village Shelia Hodges - Facility Coordinator 312 S. Front St. Murfreesboro, TN 37129

Terms
Due on receipt

Item Code	Description	Amount
Miscellaneous	The additional costs associated with the replacement of windows at Cannonsburgh Village, according to the Solid Log Construction, Inc. proposal #2020-05, are the result of rotten wood, missing and unusable trim, and missing insulation. These items were not visible until the existing window unit was removed. Without the replacement of the rotten wood, the new units were not able to be installed. In addition, installation could not be completed without insulation and interior trim. A total of 21 windows at the visitor center had rotten wood replaced, while 9 windows at the Mc Knight house had completely new trim installed on the interior and exterior. The school house had 3 windows and the telephone building had 2 windows with rotten wood removed and insulation and trim installed. The University house and the town hall each had 2 windows with rotten wood, while the loom house had two. Finally, the Leeman house had rotten siding replaced around two windows along with the installation of insulation in the wall. The total cost of $4,950.00 includes all materials and labor for the replacement of rotten wood and the installation of insulation and trim for 43 windows as described above.	4,950.00
CHANGE ORDER	**Total**	$4,950.00

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jenny Licsko

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Requests from the MTSU American Democracy Project for Civic Learning and the Linebaugh Library Foundation to hang a banner across East Main Street.

Staff Recommendation

Approve banners to be displayed as follows:

1. MTSU American Democracy Project for Civic Learning from August 10-20, 2020 to promote civic engagement.
2. Linebaugh Library Foundation from April 21 – May 1, 2021 to promote *A Lively Evening on Main*.

Background Information

The MTSU American Democracy Project for Civic Learning is the university's center for citizenship and democracy. The banner will help to encourage community voter registration and fall voting.

The Linebaugh Library Foundation benefits the Rutherford County Library System. The banner will help to advertise the first fundraising event to be held on May 1, 2020.

These organizations would like to hang a banner across Main Street for the dates stated above at the traditional spot for such banner in front of Central Magnet School. No other requests currently conflict with these dates.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

None.

Attachments

1. Letter of request from the MTSU American Democracy Project for Civic Learning.
2. Letter of request from the Linebaugh Library Foundation.

American Democracy Project for Civic Learning
Middle Tennessee State University
221 Paul Martin Honors Building, Box 267
1301 East Main Street
Murfreesboro, Tennessee 37132

MIDDLE TENNESSEE STATE UNIVERSITY

May 21, 2020

City of Murfreesboro
Attn: Ms. Jenny Licsko
6120 West Main Street
Murfreesboro, TN 3713o

Re: Sign over East Main Street near Central Magnet, Aug. 10-20, 2020
Encouraging Community Voter Registration and Fall Voting

Dear City and Ms. Licsko:

Middle Tennessee State University's American Democracy Project for Civic Learning, our university's center for citizenship and democracy, would like request the available ten-day period of August 10th through 20th, 2020, just after the August primary and as the city, state, and nation are gearing up for the fall elections, to hang a civic encouragement sign across East Main Street in support of civic engagement and voter registration in preparation for the November elections.

Optimally, in future years, we would love to reserve the prime East Main Street hanging spot for the very end of October-into-November in every even-number year, to encourage fall voting. But this coming fall, given the space's only available dates, we would be so pleased to promote, as kick-off incentive, voter registration for the election season. ADP, operating at MTSU under the auspices of the Office of the University Provost, is tasked on campus with civic learning, community engagement, and student voting. The street sign near Central Magnet is a wonderful spot within our community and near campus to advocate for citizenship and civic engagement.

We have spoken with Ms. Jenny Licsko, and she has indicated that the dates August 10 through August 20 are still available this fall.

Thank you so much for your consideration. Correspondence can be sent to us at MTSU P.O. Box 267 and during coronavirus times at our emails: amerdem@mtsu.edu and mary.evins@mtsu.edu.

Sincerely and appreciatively,

Mary A. Evins

Mary A. Evins, Ph.D.
Director, MTSU ADP for Civic Learning
Associate Professor of History
Research Professor, University Honors College
c.615-513-2286, mary.evins@mtsu.edu

AASCU's American Democracy Project
Middle Tennessee State University

Citizenship • Agency • Civic Responsibility
Graduating Civically Engaged, Globally Responsible Citizens
Putting Civic Learning and Civic Engagement
at the Forefront of the University's Identity

LINEBAUGH LIBRARY FOUNDATION

Rita Shacklett
Director of Libraries

Board Officers

Lance Lee
Chair

Pettus Reed
Vice-Chair

Scott Walker
Treasurer

Whitley Foster
Secretary

Board of Directors

Dana Adams
Charles Baum
Ginger Boone
Gloria Bonner
Courtney Chavez
Brett Garner
Michelle Griffith
Rick LaLance
John Trail

May 12, 2020

City of Murfreesboro
Jenny Licsko
620 West Main St
Murfreesboro TN 37130

Dear Mayor and City Council,

The Linebaugh Library Foundation, a 501 (c) (3) organization, was created exclusively for the benefit of the Rutherford County Library System. As such, the Foundation plans to hold its first fundraising event on May 1, 2021 called "A Lively Evening on Main".

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

We have spoken with Jenny Licsko, and she has indicated that the dates April 21 – May 1, 2021, are available.

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

Sincerely,

Rita Shacklett

Rita Shacklett
Director of Libraries

1127B Dow Street • Murfreesboro, TN 37130
WWW.RCLSTN.ORG

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Barton Lawn Care – Change Order #1

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Change Order #1 to Barton Lawncare Contract.

Staff Recommendation

Approval of Change Order #1 in the amount of $2,160 to provide lawncare services to four new pump stations.

Background Information

Operations and Maintenance received bids for the Lawn Care Service for MWRD's Operations and Maintenance Division on February 27, 2017 and the contract was awarded to Barton Lawn Care. We are requesting approval to add a Change Order #1 to the existing contract to include grass cutting for the following new pump stations.

3699 Caroline Farms
1031 Black Oak Dr.
5353 Bridgemore Blvd.
5208 Pointer Place

Council Priorities Served

Responsible budgeting

Bringing contract change orders for approval prior to additional work being completed.

Fiscal Impact

Barton Lawn Care agreed to cut each pump station for $30. We estimate cutting the pump stations eighteen times per year. The yearly additional cost will be $2,160 with funding coming from Repair & Maintenance Grounds and Improvements expense account.

Attachments

Barton Lawncare Quote

Melissa Rowland

Subject: FW: [EXTERNAL]- Re: New Areas for Lawncare

From: Gary Barton <blc8394@gmail.com>
Sent: Wednesday, May 13, 2020 6:45 AM
To: Melissa Rowland <melissarowland@murfreesborotn.gov>
Cc: Donald Hughes <dhughes@murfreesborotn.gov>
Subject: [EXTERNAL]- Re: New Areas for Lawncare

Melissa,

$30 for each pump station.

Thanks

Gary

On Wed, Apr 29, 2020 at 10:46 AM Melissa Rowland <melissarowland@murfreesborotn.gov> wrote:

Gary,

We would like to add these areas to our contract. Can you please give us pricing for these pump stations?

3699 Caroline Farms

1031 Black Oak Dr.

5353 Bridgemore Blvd.

5208 Pointer Place

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

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

MWRD - OPERATIONS & MAINTENANCE

ASPHALT QUOTES

	Blue Water		Hawkins		Vulcan		Notes
	Binder	*Topping*	*Binder*	*Topping*	*Binder*	*Topping*	
Jul	*$49.00*	*$61.00*	$48.50	$60.50	$58.00	$67.50	
Aug	*$49.00*	*$61.00*	$48.50	$60.50	$58.00	$67.50	
Sep	*$49.00*	*$61.00*	$48.50	$60.50	$58.00	$67.50	
Oct	*$50.25*	*$66.25*	$49.98	$65.00	$58.00	$66.24	
Nov	*$50.25*	*$62.50*	$48.50	$61.25	$56.84	$65.96	
Dec	*$65.00*	*$75.00*	$52.50	$64.75	$56.84	$65.96	
Jan	*$65.00*	*$75.00*	$47.50	$60.50	$56.84	$65.96	
Feb	*$65.00*	*$75.00*	$47.50	$60.50	$56.84	$65.96	
Mar	*$65.00*	*$75.00*	$47.50	$60.50	$56.84	$65.96	
Apr	*$65.00*	*$75.00*	$47.50	$60.50	$56.84	$65.96	
May							
Jun							

MWRD OPERATIONS & MAINTENANCE

ASPHALT PURCHASES

Date	Approval	Vendor	Type	Rate	Qty	Total	FY Total
7/23	DH	Hawkins	BM	$48.50	23.97	$1,162.55	$1,162.55
7/23	DH	Hawkins	411E	$60.50	8.00	$484.00	$1,646.55
7/23	DH	Hawkins	411E	$60.50	54.06	$3,270.63	$4,917.18
7/26	DH	Hawkins	BM	$48.50	71.84	3,484.24	$8,401.42
7/29	DH	Hawkins	BM	$48.50	90.02	4,365.97	$12,767.39
7/30	DH	Hawkins	BM	$48.50	79.41	3,851.39	$16,618.77
7/30	DH	Hawkins	BM	$48.50	72.00	3,492.00	$20,110.77
7/31	DH	Hawkins	BM	$48.50	85.00	$4,122.50	$24,233.27
8/27	DH	Hawkins	BM	$48.50	80.67	$3,912.50	$28,145.77
8/27	DH	Hawkins	BM	$48.50	7.98	$387.03	$28,532.80
8/28	DH	Hawkins	411E	$60.50	10.04	$607.42	$29,140.22
8/29	DH	Hawkins	411E	$60.50	15.97	$966.19	$30,106.40
10/31	DH	Hawkins	BM	$48.50	10.00	$485.00	$30,591.40
10/31	DH	Hawkins	411E	$60.50	14.04	$849.42	$31,440.82
10/31	DH	Hawkins	411E	$60.50	10.09	$610.45	$32,051.27
11/25	DH	Hawkins	411E	$61.25	20.03	$1,226.84	$33,278.10
12/23	DH	Hawkins	411E	$64.75	14.00	$906.50	$34,184.60
12/31	DH	Hawkins	BM	$52.50	88.02	$4,621.05	$38,805.65
12/31	DH	Hawkins	411E	$64.75	9.89	$640.38	$39,446.03
1/31	DH	Hawkins	411E	$60.50	11.99	$725.40	$40,171.43
2/17	DH	Hawkins	411E	$60.50	6.00	$363.00	$40,534.43
3/20	DH	Hawkins	411E	$60.50	15.02	$908.71	$41,443.14
3/30	DH	Hawkins	411E	$60.50	15.19	$919.00	$42,362.13
3/31	DH	Hawkins	411E	$60.50	18.02	1,090.21	$43,452.34

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Mechanical/Electrical Services Contract Extension

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

The Department has an existing Mechanical Electrical Services Contract with John Bouchard which will expire May 17, 2020. The contract allows for 3-1-year extensions should both parties agree. Both parties would like to extend the contract for a 1-year period using the supplemental pricing received during the bid process.

Staff Recommendation

Extend the agreement with John Bouchard & Sons Co. the Water/Wastewater System Mechanical/Electrical Services Contract for an additional 12-month period from May 17, 2020 to May 17, 2021.

Background Information

Staff accepted bids on February 21, 2018 for one base-bid task order (18-01) along with supplemental unit prices for outside labor and equipment services. The bid was awarded to John Bouchard and Sons Co (JB&S), and the agreement was executed on May 17, 2018. The agreement allowed for the provision of extending the supplemental unit prices an additional three, 12-month terms. Staff is requesting approval from the Board to extend the agreement with JB&S an additional twelve months to May 17, 2021.

The attached task order summary identifies the task orders entered into with J&B. Task order 18-01 was the basis for awarding the bid. Task Orders 18-02 through 20-03 are task orders using the supplemental unit pricing provided by JB&S over the last two years. Staff has been satisfied with JB&S. They have been able to complete work MWRD maintenance staff could not due to lack of resources.

Council Priorities Served

Responsible budgeting

Using established unit prices for labor and equipment to execute large plant electrical and mechanical repair and replacement projects have afforded the Department adequate resources for preventive maintenance activities and consistent pricing for budgeting large repair projects.

Maintain public safety

Rehabilitating and replacing plant infrastructure allows for uninterrupted operation of MWRD's plants, thereby safeguarding the public through proper treatment drinking water and wastewater effluent resources.

Fiscal Impact

A lot of the costs associated with John Bouchard's help can be classified as reactive maintenance due to unforeseen repairs and equipment breakdowns and will likely be requested as funded from working capital reserves. However, the Department's 5-yr capital improvements plan does account for $1.5M in rate funded vehicle and equipment replacement that may fund a portion of the costs associated with JB&S services.

Attachments

1. Draft Agreement Extension #2 between City of Murfreesboro and John Bouchard & Sons Co. for Water/Wastewater Systems Mechanical/Electrical Services Contract
2. Task Order Summary

MURFREESBORO WATER ~~AND SEWER~~RESOURCES DEPARTMENT
MURFREESBORO, TENNESSEE

EXTENSION OF AGREEMENT

This Agreement Extension is made as of this ___ day of _____ pursuant to the terms of the **Water/Wastewater System Mechanical/Electrical Services Contract** (the "Agreement") dated May 17, 2018, by and between John Bouchard and Sons Co ("Contractor") and the City of Murfreesboro, Tennessee (the "Owner").

Recitals

A. ~~A.~~ Article 9-Contract Documents ~~3~~ of the Agreement incorporates by reference the ~~Special Conditions~~Instructions to Bidders as set forth in the Contract Documents and Specifications for the Water/Wastewater System Mechanical/Electrical Services Contract ~~(2015)~~ dated ~~November 24, 2014~~January 30, 2018.

B. Part 10.2 and 15.7 ~~Section 2~~ of the Information for Bidders ~~Special Conditions~~ of the Agreement ~~Agreement~~ provides that Contractor and the City may agree to extend the Agreement for a period of twelve months no more than three~~wo~~ times.

C. One ~~No~~ previous extension~~s~~ of the Agreement has~~ve~~ been made and Owner and Contractor ~~now~~ desire to extend the Agreement for an additional twelve-month period.

Agreement

1. Contractor and the Owner mutually agree to extend this agreement an additional 12 months, from May ~~January 28~~17, 2020~~6~~ to May 17~~January 28~~, 2021~~17~~, in accordance with Part 10.2 and 15.7~~Section 2~~ of the Instructions to Bidders ~~Special Conditions~~ of the Agreement.

2. No provisions of the Agreement except as specifically stated herein are amended.

John Bouchard and Sons Co.

_____
By: _____
Its: _____

CITY OF MURFREESBORO

_____
Shane McFarland, Mayor

Approved as to Form:

_____

~~David Ives~~Adam Tucker, City Attorney

Murfreesboro Water Resources Task Order List - 2018-2020						
Task Order #	Description	Status	Amount/Estimate	Final Amount	Payments	JBS Project#
18-01	Orig Bid - WTP RW Pump Replace & Membrane Feed Pumps #1 & 4 Refurbishments	Complete	$576,800.00	$576,511.50		18-C6355/6373/6356
18-02	Thompson Lane PS - Valve Replacement	Complete	$8,532.55	$6,312.64		18-C6375
18-03	Aerator 2A Gearbox Remove & Reinstall at WRRF (remove & re-install)	Complete	$22,220.00	$11,359.00		18-C6366
18-03	Aerator 2A Gearbox Replacement - 2A (install new gearbox)	Complete	$43,220.00	$41,000.00		19-C6492
18-04	Aerator 2A Gearbox Rebuild at WRRF (did not get rebuilt - owner ordered new gearbox)					18-C6367
18-05	Lake RW Intake VFD Replacement	Complete	$215,710.50	204,568.80		19-C6439
18-06	Overall Creek PS Improvements-SSR Engineered	In progress	$245,246.00		63,017.63	
18-07	Lake RW Pump #2 - Emergency Motor Rebuild	Complete - Machine Shop	$23,702.67	$23,702.67	$23,702.67	18-48628
18-08	Pall Air Compressor Purchase & Install	Complete - Compressor	$35,289.90	$31,929.67		18-C6408
19-01	Press & Pump Installation in Biosolids - Mech & Elec	Complete	$79,872.00	$61,105.45		20-C6525-3
19-02	Biosolids Dryer at WRRF - SSR Engineered	Complete	$100,645.00	$86,621.81	81,787.86	C6444/C6445
19-03	Replace 36" Water Valve & Gearbox at WTP	budgeted 2/21/19 - MWRD found problem	$70,509.00	N/A	N/A	
19-04	Aerator 2B Rebuild at WRRF	Complete	$43,190.00	$57,523.49		
19-05	Install 3 New Aerators at WRRF - scheduled for Feb 2020	In progress	$23,349.00			
19-06	RW#5 Pump Rebuild	Complete	$28,000.00	29,514.08		
19-07	Aux Pump Station Meter Vault Modifications	May need to update price for Mag Meter	$61,720.00			
19-08	WRRF Old Oxidation Ditch VFD Replacement	In progress	$58,153.00			
19-09	Angle Brackets for RW Trough(WTP)	budgeted 8/21/19	$10,250.00			19-58074
19-10	New Drain Piping in GAC Room (WTP) - Replace Cast Iron with PVC	budgeted 8/21/19	$15,264.34	13,543.89		
19-11	VFD #1 on High Service Pump Replacement (WTP)	In progress	$287,497.40		108,874.34	
19-12	Pall Membrane Pump Motors #1 & #2 (WTP)		$17,300.00	17,277.08		20-C6542
19-13	Infra-red Scanning on Switchgear & Maintenance (WTP)		$16,203.50			
19-14	Generator Renovation (WRRF)	In progress	$48,768.00			
20-01	Replace Silo Flex Connectors (WTP)		$6,985.51			
20-02	Aerator 2A Impellor Replacement – WRRF	In progress	$34,825.00			
20-03	Air Compressors (WTP)		$21,868.72			
Not yet assigned:						
	HVAC Service on HP-11-2 at Sinking Ck WRRF	budgeted 4/27/18	$1,542.75			
	Sand Filter Building HVAC Replacement	budgeted 5/23/18	$8,272.60			
	PTAC HVAC unit replacement for office	budgeted 7/18/18	$2,085.53			
	Pump Station Electrical Relocation (5 locations - price per location)	budgeted 3/09/18	$38,839.00			
	Lake RW Intake - Mag Meter & New Lid	budgeted 10/17/18	$58,940.69			
	High Service Pump Drives (Minus VFD #1 on High Service Pumps)	budgeted 2/4/19	$572,784.30			
	Polymer Feed System-WRRF	budgeted 3/7/19	$134,122.00			
	Add Drains & Piping for Lime Storage Room	budgeted 8/21/19	$11,901.00			
	Aerator 3C MT7011 burned wiring & Aerator 3C Motor Rebuild - WRRF					

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Custodial Services Extension

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Culp's Cleaning contract to provide custodial services for MWRD Operations & Maintenance, MWRD Administrative Offices, and MWRD Engineering expires June 30, 2020 and is recommended for extension through June 30, 2022.

Staff Recommendation

Approve the extension of the agreement with Culp's Cleaning.

Background Information

On July 1, 2017 bids were opened at Operations & Maintenance to provide custodial services. Two vendors submitted bids and the contract was awarded to the lowest bidder, Culp's Cleaning. The extension will be the final two-year period of the maximum 5 years. The services provided by Culp's Cleaning are acceptable and extension is warranted.

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

The Operations & Maintenance Department budgeted $48,100 for the first year which included an initial deep cleaning fee. All terms and conditions of the contract remain the same and staff anticipates year four and five costs to be $46,000.

Attachments

Agreement with Culp's Cleaning

FINAL AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
CULP'S CLEANING
CUSTODIAL SERVICES

This Final Amendment ("Final Amendment") to the Contract, entered into July 1, 2017 ("Contract"), is effective as of this July 1, 2020, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Culp's Cleaning, LLC. a Limited-Liability Corporation of the State of Tennessee, ("Contractor").

RECITALS

WHEREAS, on July 1, 2017, the City entered into a contract with Culp's Cleaning LLC., for Custodial Services for MWRD Operations Maintenance, MWRD Administrative Offices, and MWRD Engineering.

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2019 to June 30, 2020, and,

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

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for the final term to begin on July 1, 2020 and end on June 30, 2022.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

CULP'S CLEANING:

By: Michelle Culp
Michelle Culp, Owner

Approved as to form:

_____
Adam F Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Sanitary Sewer Rehab – Change Order #3

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Construction Change Order #3 to the 2018/19 Sanitary Sewer Rehabilitation Contract.

Staff Recommendation

Approval of Change Order #3 for a decrease to the contract in the amount of $64.55.

Background Information

At the December 6, 2018 Board meeting the Board approved the Engineering, Construction Administration & Resident Inspection necessary for this next sanitary sewer rehabilitation project with S&ME. Bids were received July 11, 2019 and the project was award to SBW Constructors in the amount of $3,842,301. At the January 28, 2020 meeting, Change Order #1 was approved in the amount of $150,812 to be added to the project along with an additional 73 days for the construction. At the March 2020 meeting, Change Order #2 was approved in the amount of $79,645 along with an additional 44 days for the construction.

At this time, staff requested S&ME to prepare Change Order #3 to balance the contract for the quantities not used and the additional work necessary to complete the sewer relocation at Northfield Blvd which was approved with Change Order #2. There is no additional time adding to the contract with this change order.

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)
Change Order #3			$64.55	$64.55
Total	$4,500,000	$(432,000)	$(4,072,693)	$(4,693)

The total contract amount with this change order will be $4,072,693.

Attachments

S&ME Recommendation

Change Order #3

May 19, 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. 3

Dear Ms. Smith:

Due to the unforeseen conditions seen for segment 002A003B_002A0030 along Northfield Blvd. with the additional bends, negative grades and stormwater structure conflicts, the following additional work was necessary to create access points at the bends, grade the sewer with available positive slope and eliminate the stormwater conflicts:

- Add 90 linear foot of open cut mainline sewer to connect to downstream MH 002A0030 from near the stormwater structure conflict.
- Add manhole reimbursement.
- Add 300 square feet of paving for the open cut mainline sewer work inside Northfield Blvd.

Additional pre-liners were installed for the following six segments to keep infiltration back allowing the resin to cure properly during CIPP mainline installation:

- 067A0060_067A0050.
- 041B0050_041B0040.
- 016A0060_016A0050_016A0040_016A0030_016A0020.

To offset the additional work added, deduction of quantities from existing line items for pre-CCTV laterals, dye testing laterals, leak stop in manholes and CIPP lateral transition adders were included. These quantities are expected to underrun at the end of the contract given the work already complete to date and the work that is outstanding.

No additional construction time associated with the added scope of work is included in the Change Order. The total net change of work is a decrease of $64.55 (see attached change order for details).

S&ME staff recommends approval for Change Order No. 3. If you have any questions regarding this change order, please contact me to discuss at your convenience.

Sincerely,

S&ME, INC.

Gary Heusser, Jr., PE
Project Manager

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

Attachment – Proposed Change Order No. 3

Murfreesboro Resource Department
220 NW Broad Street
Murfreesboro, TN 37130
PHONE: (615) 848-3202 |

CR# 3
Date Issued: 5/18/2020

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: N/A
Problem Desc: This CRF is to add additional quantities to install pre-liners on segments with heavy infiltration seen before CIPP installation. These include segments 067A0060_067A0050, 041B0050_041B0040 and 016A0060_016A0050_016A0040_016A0030_016A0020. Also, this includes line items to re-align the segment from MH 002A003B_002A0030 due to unforeseen bends on the existing sewer; stormwater infrastructure conflicts; and re-grading the sewer eliminating negative grades.

Revised Scope Description/Details

Item No.	Description	Qty	Unit	Unit Price	Item Total
ADD					
1j	21-inch Mainline Sewer - Preliner	1,412	LF	$5.75	$8,119.00
2m	18-inch Mainline Sewer - Preliner	213	LF	$5.75	$1,224.75
5p	10-inch Mainline Sewer - PVC SDR26 Mainline Sewer Sectional Open Cut Replacement - 6-foot to 12-foot Depth (up to 90 LF) - Paved with Traffic Control	1	EA	$45,000.00	$45,000.00
8c	Manhole Reimbursement - 4-foot Base with 3-ft Cone	1	EA	$1,591.70	$1,591.70
13e	Revised Asphalt Paving in TDOT Roads includes traffic control	300	SF	$35.00	$10,500.00
DEDUCT					
7a	PreCCTV of Service Laterals	-25	EA	$350.00	($8,750.00)
7c	Dye Testing Lateral	-20	EA	$200.00	($4,000.00)
15b	Leak Stop in Manhole	-45	GAL	$350.00	($15,750.00)
15d	CIPP Lateral Transition Adder	-80	EA	$475.00	($38,000.00)
				CHANGE IN CONTRACT VALUE	**($64.55)**
				ORIGINAL CONTRACT VALUE	$3,842,301.00
				REVISED CONTRACT VALUE AFTER CHANGE ORDER #1	**$3,993,113.00**
				REVISED CONTRACT VALUE AFTER CHANGE ORDER #2	**$4,072,758.00**
				REVISED CONTRACT VALUE AFTER CHANGE ORDER #3	**$4,072,693.45**

Contractor Acknowledgement:

- ☑ No Change in Contract Amount is required.
- ☑ No Change in Contract Time is required.
- ☐ A Change in Contract Amount is required: -$64.55
- ☐ A Change in Contract Time is required: N/A

Architect / Engineer / Inspector / RPR

Jeanie White, Managing Partner
Contractor

Change in Contract Amount is within the Contingency Amount authorized under Resolution No. NA

☐ Yes ☐ No

Engineer / Architect Project Manager

Proceed with Execution

☑ Yes ☐ No

Owner's Representative

Distribution: Engineer, Owner; Central Files

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 20-03
Department:	Water Resources
Presented by:	Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Task Order for Water/Wastewater Mechanical/Electrical Services Contract to remove, pour a new pad, purchase and replace the two air compressors for the lime and soda ash system.

Staff Recommendation

Approve Task Order 20-03 for Water/Wastewater Mechanical/Electrical Services Contract.

Background Information

John Bouchard & Sons was asked to provide a task order to demolish two existing air compressors, pour a new pad, furnish and install two new Gardner Denver air compressors, and test run.

Council Priorities Served

Responsible budgeting

MWRD is exercising responsible budgeting through utilization of existing contract.

Maintain public safety

MWRD ensures that equipment is properly maintained to provide quality water to customers.

Fiscal Impact

The cost for the project is $21,869. The project is budgeted in the capital budget at $20,000. Staff requests to take the additional $1,869 from another item in the capital budget that was underbudget.

Attachments

Task Order 20-03 – Air Compressors

. . .

TASK ORDER NO. 20-03

May 5, 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

Air Compressor Replacement at WTP

Task Order No. 20-03

Air Compressor Replacement at WTP

BACKGROUND

JBS has been asked to demolish two (2) existing air compressors, pour a new pad, furnish and install two (2) new GD air compressors, and test run. Includes labor, filters, and miscellaneous materials.

SCOPE OF WORK

Labor and materials by JBS to replace two air compressors as described above.

DETAILS OF THE PROPOSED EQUIPMENT (Cutsheets attached with Email)

GARDNER DENVER OIL FLOODED FIXED SPEED ROTARY SCREW AIR COMPRESSOR MODEL L4 / 5 HP / 18.1 CFM @ 130 PSIG / 460 VOLT / AIR-COOLED / AIR STATION

- LOAD/NO LOAD CONTROL AND TIMED SHUTDOWN
- MOUNTED AND WIRED WYE-DELTA STARTER
- HIGH EFFICIENCY TEFC DRIVE MOTOR
- 80-GALLON ASME RECEIVER TANK MOUNTED WITH AUTOMATIC CONDENSATE DRAIN
- MOUNTED NON-CYCLING REFRIGERATED DRYER WITH **INTEGRATED GRADE B** (3 MICRON, 5 PPM) AND **GRADE F COLD COALESCING** (0.01MICRON, 0.008 PPM) FILTERS
- **THREE-WAY BYPASS VALVE**
- 69 dBA QUIET ENCLOSURE
- FACTORY FILLED WITH AEON 4000 SYNTHETIC LUBRICANT
- GD PILOT™ MICROPROCESSOR CONTROLLER WITH **AUTO-RESTART**
- CSA LABELED AND APPROVED ELECTRICAL CONTROLS AND WIRING
- IP54 ELECTRICAL ENCLOSURE
- SECOND PRESSURE BAND CONTROL FOR **AUTOMATIC SEQUENCING & LEAD/LAG OPERATION**
- START-UP BY FACTORY-TRAINED SERVICE TECHNICIAN INCLUDED
- 10-YEAR AIREND WARRANTY *(DETAILS ATTACHED)*

FIL SERIES GRADE G (0.01 MICRON, 0.003 PPM) OIL VAPOR REMOVAL FILTER

- ½" NPT INLET / OUTLET CONNECTIONS

FISCAL IMPACT

Murfreesboro Water Plant RDP Compressors

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	4	$75.00	$300.00
Project Mgr (OT)		$110.00	$0.00
Electrician (RT)	16	$52.00	$832.00
Electrician (OT)		$78.00	$0.00
Apprentice/Helper (RT)		$37.00	$0.00
Apprentice/Helper (OT)		$55.50	$0.00
Expediter/Delivery (RT)		$29.00	$0.00
Expediter/Delivery (OT)		$43.50	$0.00
Machine Shop Millwright (RT)	64	$60.00	$3,840.00
Machine Shop Millwright (OT)		$90.00	$0.00
HVAC/Plb Service Tech (RT)		$66.00	$0.00
HVAC/Plb Service Tech (OT)		$99.00	$0.00
Air Compressor Tech (RT)		$66.00	$0.00
Air Compressor Tech (OT)		$99.00	$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		$15.00	$0.00
Power Threader		$10.00	$0.00
Pickup Truck	40	$15.00	$600.00
Scissor Lift		$19.00	$0.00

Materials & Subcontractors		
Materials		
2 each Gardner Denver 5 HP compressors & Gauges		$12,815.20
Misc. material: conduit, pipe fittings, tape, anchors, etc…		
pipe, concrete, etc…		$1,500.00
Shipping		$500.00
Markup on Material & Subcontractors	10.00%	$1,481.52

TOTAL ESTIMATE	**$21,868.72**

Contractor:	City:
John Bouchard and Sons Company	City of Murfreesboro
By: David Proctor IV	By:
Name: David Proctor	Name: Shane McFarland
Title: Project Manager	Title: Mayor
Date: 5/05/20	Date:

Approved as to Form: _____
Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Rezoning property along South Academy Street [Second Reading]
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 1.11 acres located at the southeast corner of South Academy Street and East Sevier Street.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Greenhouse Ministries presented a zoning application [2019-446] for approximately 1.11 acres located at the southeast corner of South Academy Street and East Sevier Street to be rezoned from CH (Highway Commercial District) and CCO (City Core Overlay District) to PUD (Planned Unit District) and CCO. During its regular meeting on February 5, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 21, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Expand Infrastructure

This rezoning will enable the development of a facility for a local non-profit organization, expanding infrastructure and services for certain at-risk populations.

Attachments:

Ordinance 20-OZ-07

ORDINANCE 20-OZ-07 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.11 acres along South Academy street north of East State Street from Highway Commercial (CH) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District (Greenhouse Ministries PUD) and City Core Overlay (CCO) District; Greenhouse Ministries, applicant [2019-446].

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

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Unit Development (PUD) District and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

SEAL

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Ordinance 20-OZ-07
Area rezoned from CH and CCO to PUD and CCO
CBD
CH
RS-8
RS-10
RS-15
RD
RS-4
E VINE ST
E SEVIER ST
E STATE ST
E CASTLE ST
S SPRING ST
S CHURCH ST
SE BROAD ST
S ACADEMY ST
S MANEY AVE
231
10
41
1
N
S
E
W
City of MURFREESBORO TENNESSEE

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Budget Amendment Ordinance 20-O-15

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Modification of the 2019-2020 Budget to incorporate expenditure decisions made during the 2019-2020 fiscal year.

Staff Recommendation

After passing first reading on May 21, 2020, approve Ordinance 20-O-15 modifying the 2019-2020 Budget upon second reading.

Background Information

General Fund – Community Development

Due to COVID-19, Tennessee Housing Development Agency has increased its award to Community Development for Emergency Solutions Grants. Revenues are increasing by $7,500 and expenditures are increasing by $7,500. Therefore, the net change to the Budget is zero.

Insurance Fund

Claims in the current year are on track to exceed what was budgeted. To ensure that we have a sufficient amount budgeted for claims for the remainder of the year and for June payables. Revenues are increasing by $2,015,000 and expenditures are increasing by $2,015,000. Therefore, the net change to the Budget is zero.

Debt Service

To budget for issuance of new debt and payoff/refunding of 2008 TMBF notes. Revenues are increasing by $19,100,000 and expenditures are increasing by $19,100,000. Therefore, the net change to the Budget is zero.

Risk Management Fund

Claims in the current year are on track to exceed what was budgeted. To ensure that we have a sufficient amount budgeted for claims for the remainder of the year and for June payables. Expenditures are increasing by $1,500,000.

Council Priorities Served

Responsible Budgeting

Presenting budget amendments ensures that the Financial Policies adopted by Council, which lay the groundwork for economic health, are maintained.

Fiscal Impacts

The proposed budget amendments have no impact on the General Fund, the Insurance Fund, or the Debt Service Fund.

The proposed budget amendments will increase the use of fund balance by $1,500,000 for the Risk Management Fund.

Attachment:

Ordinance 20-O-15 and Exhibit A

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ORDINANCE 20-O-15 amending the 2019-2020 Budget (3RD Amendment).

WHEREAS, the City Council adopted the 2019-2020 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 19-O-12, on June 13, 2019 to implement the 2019-2020 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2019-2020 Budget by this Ordinance to incorporate expenditure decisions made during the 2019-2020 fiscal year.

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

SECTION 1. The 2019-2020 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2019-2020 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

SEAL

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Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund				
Revenues	Revenues			
Community Development	Federal Grants - ESG	$ 161,250.00	$ 168,750.00	$ 7,500.00
				$ 7,500.00
Expenditures	Expenditures			
Community Development	Emergency Solutions Grant	$ 161,250.00	$ 168,750.00	$ 7,500.00
				$ 7,500.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (1,768,824.06)	$ (1,768,824.06)	-
Insurance Fund				
Revenues	Revenues			
Insurance Fund	Premiums from City	$ 8,871,900.00	$ 10,886,900.00	$ 2,015,000.00
				$ 2,015,000.00
Expenditures	Expenditures			
Insurance Fund	Administrative Fees	$ 470,000.00	$ 485,000.00	$ 15,000.00
Insurance Fund	Medical PPO	$ 8,300,000.00	$ 8,915,000.00	$ 615,000.00
Insurance Fund	Medical HRA	$ 2,200,000.00	$ 2,758,000.00	$ 558,000.00
Insurance Fund	Medical - Medicare	$ 361,000.00	$ 376,000.00	$ 15,000.00
Insurance Fund	HRA Medicare	$ 63,000.00	$ 67,000.00	$ 4,000.00
Insurance Fund	Delta Dental	$ 659,000.00	$ 667,000.00	$ 8,000.00
Insurance Fund	Pharmacy	$ 4,600,000.00	$ 5,400,000.00	$ 800,000.00
				$ 2,015,000.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ (3,427,200.00)	$ (3,427,200.00)	-

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Debt Service Fund				
Revenues	Revenues			
Debt Service Fund	Sale of Bonds	$ -	$ 19,100,000.00	$ 19,100,000.00
				$ 19,100,000.00
Expenditures	Expenditures			
Debt Service Fund	Issuance Cost	$ 10,000.00	$ 321,000.00	$ 311,000.00
Debt Service Fund	Note Principal	$ 17,422,100.00	$ 36,211,100.00	$ 18,789,000.00
				$ 19,100,000.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ -	$ -	-
Risk Management Fund				
Revenues	Revenues			
		$ -	$ -	$ -
				$ -
Expenditures	Expenditures			
Risk Management Fund	General Liability Claims	$ 350,000.00	$ 525,000.00	$ 175,000.00
Risk Management Fund	Workers' Comp Claims	$ 600,000.00	$ 1,710,000.00	$ 1,110,000.00
Risk Management Fund	Fire & Casualty Claims	$ 100,000.00	$ 200,000.00	$ 100,000.00
Risk Management Fund	Auto Claims	$ 350,000.00	$ 465,000.00	$ 115,000.00
				$ 1,500,000.00
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	$ 96,227.00	$ (1,403,773.00)	(1,500,000.00)

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Amendment of the City ordinance permitting regulated take-out and delivery of beer.
Department:	Finance
Presented by:	Melissa Wright, City Recorder and Finance Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Authorization under City ordinance for the sale of beer by breweries, restaurants, and taverns within the City limits by delivery and take-out service.

Staff Recommendation

Amend Ordinance 20-O-16, to add "plastic containers" as an option in Section 2(B), before approving the ordinance on 2nd reading.

Adopt Ordinance 20-O-16 on 2nd reading, as amended, allowing for the sale of beer by delivery and take-out service.

Background Information

Ordinance 20-O-16 was passed on first reading May 21, 2020. It is consistent with the Governor's recent Executive Orders addressing the sale of alcoholic beverages, the City's Declaration of Emergency issued April 10, 2020 temporarily permitted the sale of beer by delivery and take-out services. The proposed amendment to the City Code of Article IV, Beer, under Chapter 4, Alcoholic Beverages, which authorizes and regulates the sale of beer by breweries, restaurants, and taverns within the City, allows on a permanent basis and regulates delivery and take-out service.

In the case of sales by restaurants and taverns, a take-out or delivery sale would be permitted only in conjunction with the sale of prepared food or other food products as part of the same order provided food sale constitutes at least 50% of the total order.

Council Priorities Served

Improve economic development

Allowing orderly delivery of regulated products within the City promotes economic recovery and support sustained economic growth.

Fiscal Impact

None

Attachment

Ordinance 20-O-16

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ORDINANCE 20-O-16 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, Article IV., Beer, authorizing the sale of beer within the City limits via delivery and take-out service.

WHEREAS, pursuant to Tennessee Code Annotated § 57-5-106, the City of Murfreesboro is authorized to pass proper ordinances governing the issuance and revocation or suspension of licenses for the storage, sale, manufacture and/or distribution of beer within the corporate limits of the City and to impose additional restrictions, fixing zones and territories and provide hours of opening and closing and such other rules and regulations as will promote public health, morals and safety; and,

WHEREAS, pursuant to an Executive Order issued on April 10, 2020, the City temporarily authorized the delivery of beer by breweries, restaurants, and taverns holding a City-issued beer permit; and,

WHEREAS, based on the responsible conduct of said entities and the positive economic impact of delivery pursuant to said Executive Order, the City now desires to establish a permanent regulation for the lawful delivery of beer within the City limits.

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

SECTION 1. Section 4-59, Prohibited Activity, of the Murfreesboro City Code is hereby amended by adding the following to the end of subsection (G): "other than in compliance with the regulations of this Article or pursuant to state law of general application."

SECTION 2. Section 4-65, Reserved, of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting therefore:

"**SECTION 4-65 – SALE OF BEER VIA DELIVERY AND TAKE-OUT SERVICE BY BREWERIES, RESTAURANTS, AND TAVERNS HOLDING A CITY-ISSUED BEER PERMIT.**

Breweries, restaurants and taverns holding a manufacturer beer permit, an on-premises retail beer permit, or a combined retail beer permit issued by the City may sell beer within the City limits via take-out or delivery service, subject to the following regulations:

(A) Any sale of beer under this section is for consumption off of the premises of the brewery, restaurant, or tavern only. In the case of sale by a restaurant or tavern, beer may be sold pursuant to this section only if sold in conjunction with the sale of prepared food or other food products as part of the same order and only if the dollar value of the food portion of the sale constitutes at least fifty percent (50%) of the total dollar value of the order.

(B) Beer sold under this section must be contained in a metal, glass, or plastic container with a secure top affixed to the container to prevent consumption without removing or breaking the top.

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(C) Single servings of beer and multi-serving bottles or containers of beer normally sold by the brewery, restaurant, or tavern may be sold under this section.

(D) A brewery, restaurant, or tavern selling beer under this section shall prominently post a warning in a manner reasonably calculated to provide notice to customers of open container laws, which must include the following language from Tennessee Code Annotated, Section 55-10-416, as may be amended from time to time: "No driver shall consume any alcoholic beverage or beer or possess an open container of alcoholic beverage or beer while operating a motor vehicle in this state."

(E) An employee or contractor of a brewery, restaurant, or tavern providing or delivering beer to a customer under this section shall not provide or deliver such beverages to any person under twenty-one (21) years of age and may not provide or deliver such beverages to a person who is visibly intoxicated. Any such employee providing or delivering beer shall visually inspect a valid government-issued document deemed acceptable to the permit holder that includes the photograph and birth date of the adult consumer attempting to make an alcoholic beverage purchase and confirms that the person is at least twenty-one (21) years of age. In addition, delivery made pursuant to this section may be made only to the physical address indicated by the individual placing the delivery order, and the delivery must be documented by a verification of the delivery signed by the individual who placed the order. Any person denied delivery pursuant to this subsection (E) shall not be entitled to a refund of any delivery charge assessed for the purpose of such delivery.

(F) A person delivering beer under this section shall be at least twenty-one (21) years of age and must have a valid driver license.

(G) Beer sold under this section may be sold only during the permit-holder's normal operating hours and in accordance with the provisions of this Code regarding hours of service. In addition, beer sold under this section may be delivered only within the City's corporate limits.

(H) For any order where the amount of beer delivered exceeds two gallons (256 fluid ounces), the permit holder shall maintain for inspection by any law enforcement official a copy of the customer's order indicating: (1) the name of the recipient of the beer; (2) the address where the beer was delivered; and (3) the amount of beer delivered. Such records must be maintained for six (6) months.

(I) For purposes of this section, "delivery service" includes, without limitation, delivery by a third-party delivery service licensed by the Tennessee Alcoholic Beverage Commission."

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Rezoning property along North Thompson Lane [Public Hearing Required]
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 30 acres located along North Thompson Lane, West College Street, West Northfield Boulevard, and Hope Way.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

New Vision Baptist Church presented a zoning application [2019-435] for approximately 30 acres located along North Thompson Lane, West College Street, West Northfield Boulevard, and Hope Way to be rezoned from RS-15 (Single-Family Residential District 15) to PSO (Planned Signage Overlay District) and RS-15. During its regular meeting on April 22, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to several conditions, which are noted in the attached minutes. Council should note, however, that at the Legal Department's request, the Planning Commission voted at its regular meeting on May 20, 2020 to remove its recommended condition of approval that the proposed mural be subject to further Planning Commission review and approval. (The minutes of the May 20, 2020 meeting have not been included with this Council Communication for reference, because they have not yet been prepared.)

Council Priorities Served

Expand Infrastructure

This rezoning will establish a plan for the signage infrastructure on a large church campus with unique signage needs.

Attachments:

1. Ordinance 20-OZ-13
2. Maps of the area
3. Planning Commission staff comments from 04/22/2020 and 05/20/2020

meetings

4. Planning Commission minutes from 04/22/2020 meeting
5. Memorandum to Planning Commission from Legal Department
6. New Vision Baptist Church PSO pattern book
7. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 22, 2020

4.a. Zoning Request [2020-403] for approximately 30.03 acres located along North Thompson Lane and West College Street to be rezoned from RS-15 to RS-15 and PSO (New Vision Baptist Church) PSO, New Vision Baptist Church, applicant.

The subject property is located at 1750 North Thompson Lane, the corner of North Thompson Lane and West Northfield Boulevard. The property consists of approximately 30.03 acres. The property is zoned RS-15.

The purpose of the Planned Sign Overlay zone is to allow the applicant an opportunity to present a cohesive plan for the entire project that addresses everything from permanent building signage to temporary signs. The property has three existing monument signs; one per entry.

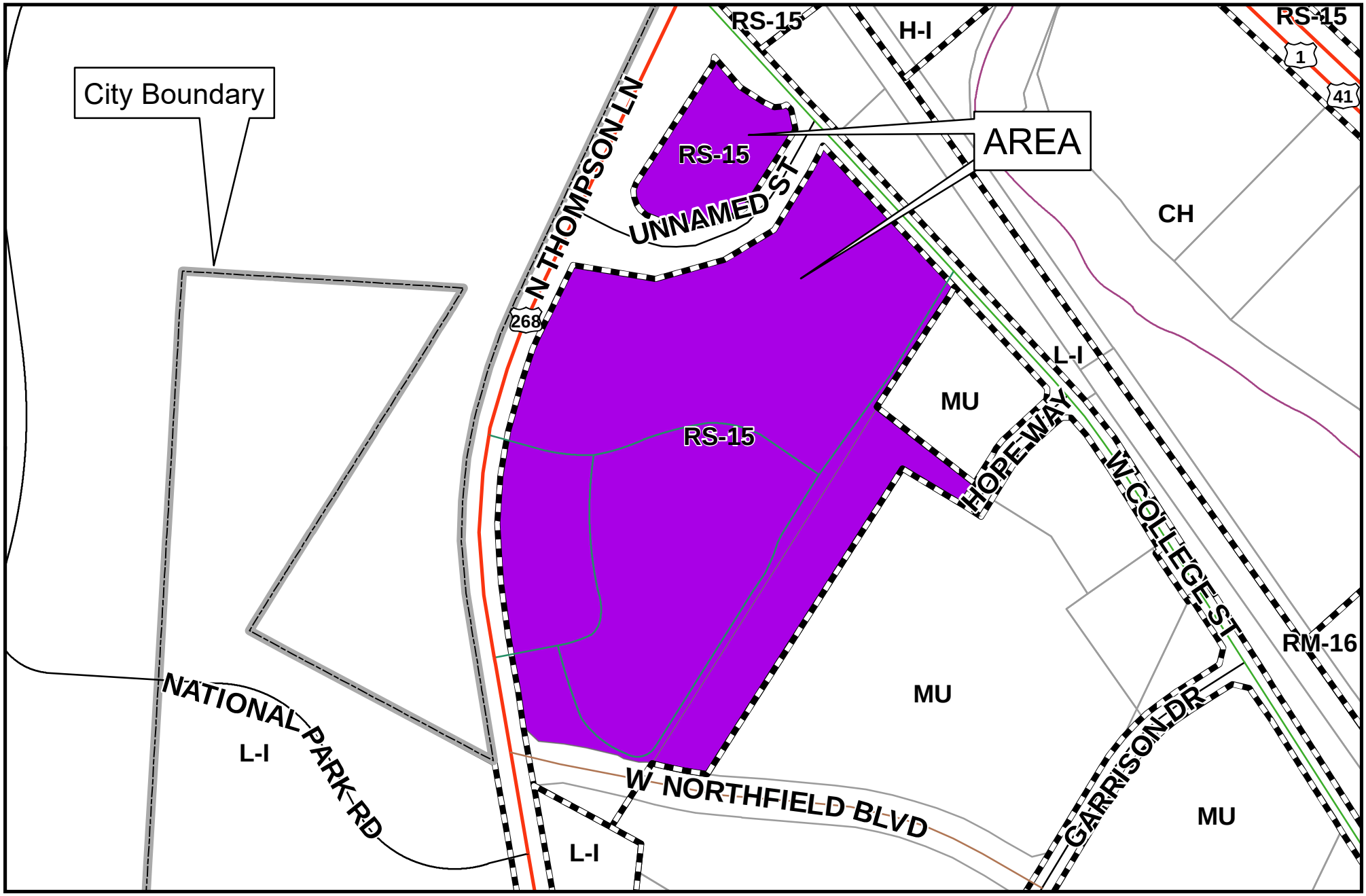
The proposed PSO would allow additional freestanding signs on the property at building entrances, parking lot intersections, attached building signs and string lighting around outdoor assembly areas. There is also a proposed mural on 3 elevations at the rear of the building, as well as temporary signs. The following table provides information as pertains to the current Sign Ordinance as well as the signage proposed in the Planned Sign Overlay.

Sign Ordinance	Proposed PSO with Sheet Number
Mural • Sign Ordinance defines mural as 'painting or graphics applied directly to a wall or permanent surface other than a window which contains no advertising material' • Murals on a side or rear wall are not subject to the regulation of Chapter 25.2 • Murals placed on the front or on more than two elevations of a building are prohibited	Mural (3.3) • Mural displayed on 3 elevations, all on the rear or side of the building
Complex-Freestanding Wall Sign • Two per lot maximum • Letters shall not exceed 24 inches in height • Display surface 40 square feet • Eight feet overall maximum height • Push thru or indirect illumination	Complex-Freestanding Wall Sign (Monument Sign 4.0) • One per entrance-5 sign proposed • Letter height of less than 14 inches • Display surface 40 square feet or less • Eight feet overall height or less • Indirect illumination

Routing Sign- Ground/Freestanding • One per intersection • Ten (10) square feet display surface area • Five feet from ROW, eight feet from power lines • Maximum eight feet overall height • Indirect or push thru illumination	Routing Sign- Freestanding (Vehicle Routing Sign 5.0) • One per intersection • Sixteen (16) square feet display surface area • Seven feet overall height • No illumination
Canopy Sign • Not permitted within Institutional Group Assemblies	Canopy Sign (6.0) • Sign face area 39 square feet (sqft not to exceed 2 sqft per linear ft of canopy elevation to which it is attached) • Extends above canopy elevation • Individual channel letters (white in color), raceway mounted with no exposed raceway • Internal illumination with ambient light control • Up to 5 building entrances
Freestanding Wall Sign • Two per lot maximum • Letters shall not exceed 24 inches in height • Display surface 40 square feet • Eight feet overall maximum height • Push thru or indirect illumination	Freestanding Wall Sign (Pillar Signs 7.0) • Four per building entrance, up to four entrances • Display surface area 16 square feet each • Nine feet overall height • Individual channel letters (white in color), with no exposed raceway or junction boxes. • Internal illumination with ambient light control • Brick base to match building
Convenience Sign • Defined as a sign 3sqft or less in surface area • Exempt from permitting (must following ordinance regulations) • Illumination allowed with electric permit	Convenience Sign (Pole Sign8.0) • Display surface area ranging from 1 sqft to 7.5 sqft depending on use • No illumination

Temporary Signs • ‘Other Temporary Sign’, allowed to have 3 per parcel, 32 sqft maximum sign face area, 12 feet overall height, one foot from ROW, illumination is not allowed, timing is 10 days after conclusion of temporary purpose, multiple signs shall not be placed to appear to be one sign that exceeds the 32 sqft., all zones, on-site only • ‘Feather Signs’, allowed to have 3 per parcel maximum, each feather sign counts as one temporary sign, 32 sqft maximum, must be placed 14 feet from curb & cannot be in ROW, 14 feet maximum height, no illumination allowed, timing is not applicable, all zones	Temporary Signs (9.0) • ‘Other Temporary Sign’ 36”x96” or 24 square feet, ‘banner’ with hard back, one per entrance to property, no illumination, not to be placed in ROW, used for a 3-month time period • ‘Feather Sign’, 14 feet from curb, two per entrance, no illumination, 3’x12’ or 36 sqft
Attached Signs • Three signs per building • 3 square feet per linear foot, not to exceed 75 square foot maximum • Ground level floor maximum height • Push thru or indirect illumination	Attached Sign (Future Attached Wall Signs 10.0) • Sign face area to be no larger than 2.5 square feet per linear foot of building elevation to which it is attached. • Push thru or indirect illumination • No exposed raceway, individual channel letters where applicable
String Lighting • Prohibited in a non-residential zone or the non-residential use area of a mixed-use zone except between November 15 thru January 15	String Lighting (Future String Lights 11.0) • White light only • Shall not blink, chase, etc. • Commercial grade and be listed for exterior use • String lighting shall hang a minimum of 8’ above finish grade or sidewalk

A New Vision Baptist Church representative and City Staff will make a brief presentation regarding the proposed PSO request at the Planning Commission meeting. The Planning Commission will need to conduct a public hearing on the matter of the PSO zone request, after which it will need to discuss this matter and then formulate a recommendation for City Council.

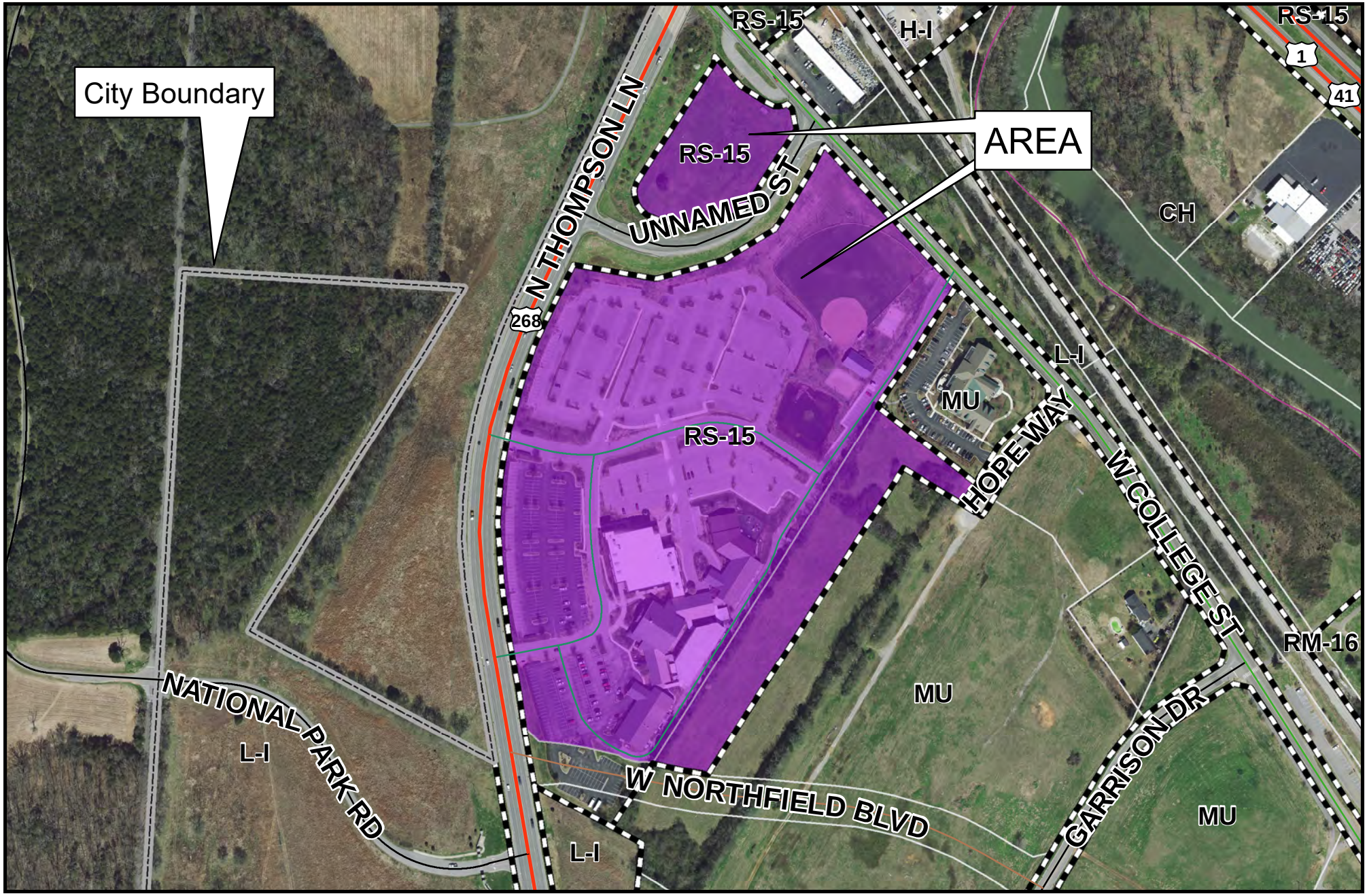


Rezoning Request for Property Along North Thompson Lane and West College Street
RS-15 to RS-15 and PSO (New Vision Baptist Church PSO)

0 250 500 1,000 1,500 Feet

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

Path: X:\FILE_ROOM_FOLDERS\Rezonings\2020\2020-403_New_Vision_PSO\Maps\2020-403_New_Vision_PSO.mxd



Rezoning Request for Property Along North Thompson Lane and West College Street
RS-15 to RS-15 and PSO (New Vision Baptist Church PSO)

0 250 500 1,000 1,500 Feet

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

Path: X:\FILE_ROOM_FOLDERS\Rezonings\2020\2020-403_New_Vision_PSO\Maps\2020-403_New_Vision_PSO.mxd

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

MURFREESBORO TENNESSEE
Creating a better quality of life

Received
Planning Department
FEB 11 2020
111 West Vine Street
Murfreesboro, TN 37130

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

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

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

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

To be completed by applicant:

APPLICANT: Greg Freeman - New Vision Baptist Church

Address: 1750 N Thompson Lane City/State/Zip: Murfreesboro, TN 37129

Phone: 615-895-7167 E-mail address: Greg.Freeman@NewVisionLife.com

PROPERTY OWNER: New Vision Baptist Church

Street Address or
property description: 1750 N Thompson Lane

and/or Tax map #: 79 Group: Parcel (s): 071.01-000

Existing zoning classification: RS-15

Proposed zoning classification: RS-15 + PSO DRC Acreage: ~~23.18~~ 30.03

Contact name & phone number for publication and notifications to the public (if different from the applicant): Greg Freeman, 615-895-7167

E-mail: greg.freeman@newvisionlife.com

APPLICANT'S SIGNATURE (required):

DATE: 1/10/2020

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

Submitted May 14, 2020 for
June 4, 2020 City Council Public Hearing

PLANNED SIGNAGE OVERLAY

NEW VISION

1750 North Thompson Lane
Murfreesboro, TN 37129

C:\Users\rthompson\Documents\Murfreesboro - New Vision - Renovation_rthompson.rvt

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NEW VISION BAPTIST CHURCH
1750 N. THOMPSON LN., MURFREESBORO, TN 37129

DATE
05/14/2020

PROJECT CODE
19617

COVER SHEET

Sheet No.
1.0

NEW VISION BAPTIST CHURCH PLANNED SIGNAGE OVERLAY DOCUMENT CONTAINED HEREIN SHALL BE USED FOR LOCATION SIGNAGE IN ACCORDANCE WITH THE CITY OF MURFREESBORO SIGNAGE CRITERIA.

CITY DOCUMENTS MAY BE OBTAINED BY CONTACTING:
City of Murfreesboro
Building Codes Department
111 W. Vine Street, 2nd Floor
615-893-3750

OWNER'S CONTACT

Greg Freeman
New Vision Baptist Church
1750 N. Thompson Lane
Murfreesboro, TN 37129
(615) 691-0451 cell

ARCHITECT

Regina Thompson
Visioneering Studios Architecture, Inc.
1530 Riverside Drive
Nashville, TN 37206
615-974-5097 cell

CONSULTANT

Kevin Chastine
Griggs & Maloney, Inc.
745 South Church Street
Suite 205
Murfreesboro, TN 37130

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3.2 Entry 2 Enlarged Plan
3.3 Entry 3 Enlarged Plan, Mural & Sign

4.0 Monument Signs
4.1 Monument Signs
4.2 Monument Signs

5.0 Vehicle Routing Signs

6.0 Canopy Signs

7.0 Pillar Signs

8.0 Pole Signs

9.0 Temporary Signage

10.0 Future Attached Wall Signs

11.0 Future String Lights

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NEW VISION BAPTIST CHURCH
1750 N. THOMPSON LN., MURFREESBORO, TN 37129

DATE
05/14/2020

PROJECT CODE
19617

TABLE OF CONTENTS
CONTACT INFO

Sheet No.
2.0

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PLANNED SIGNAGE OVERLAY – NEW VISION BAPTIST CHURCH

PURPOSE STATEMENT: This Planned Sign Overlay (PSO) is to establish sign standards and guidelines for the New Vision Baptist Church campus.

STATEMENT OF DIFFERENCE: This PSO Master Signage Plan differs from currently permitted signs within the RS-15 zone district due to the Quantity of Signage, Size of Signage, Materials and Lighting. This PSO Master Signage Plan is being requested due to the location of a Institutional Group Assembly Use (Church) being located within a residential zone district, which contains limited signage requirements in comparison to the size and function of the church.

PROPERTY OWNER: New Vision Baptist Church of Murfreesboro

CONTACT: **Greg Freeman**
Executive Pastor
1750 North Thompson Lane
Murfreesboro, TN 37129
(615) 895-7167

TAX MAP ID#: Tax Map 79 Parcel 71.01 and Tax Map 80 Parcel 2.00

ZONING: RS-15 – Single Family Residential District

LAND USE: Institutional Group Assembly Use (Church) – Special Use Permit

ACREAGE: Tax Map 79 Parcel 71.01 – 24.15 (+/-) acres

Tax Map 80 Parcel 2.00 – 3.55 (+/-) acres

Accessory Lot to Lot 3 – 2.33 (+/-) acres

Total Acreage – 30.03 (+/-) acres

GENERAL PROVISIONS:

All signage must comply with this Plan Sign Overlay (PSO) as reflected in this master signage plan.

No sign may be installed which is not provided for in this PSO Master Signage Plan.

All signs shall be a minimum of five (5) feet from the right-of-way and eight (8) feet from any property line.

All existing signs shall be considered in compliance with these guidelines as long as no changes are made to the sign other than routine maintenance.

Approval of this PSO Master Signage Plan does not provide authorization to install any sign. A sign permit application must be filed with the Building & Codes Department and a sign permit issued prior to the installation of any sign.

All construction shall comply with all applicable provisions of the currently adopted version of the International Building Code (IBC). All electrical components of all signage must comply with the currently adopted version of the National Electric Code (NEC).

"Minor deviations." when filing subsequent applications for required permits or approvals, the applicant must identify any deviations from this approved PSO Master Signage Plan as same may be amended from time to time. The Chief Building Official and Planning Director shall evaluate the deviations to determine whether they are substantial or minor. The deviation will be deemed minor and may be approved administratively if:

1) It provides for fewer or smaller signs than the approved PSO Master Signage Plan; or

2) It modifies the orientation of signs or their locations, as long as such changes do not significantly alter or adversely affect the relationship of such signs to the total development or any of its elements.

All other deviations. Changes or additions require an amendment to the PSO Master Signage Plan. Which includes submissions to and review and approval by the Design Review Committee (DRC) of the Gateway Property Owners Association (only as required), the City Planning Department and Building & Codes Department, the Planning Commission and City Council

All provisions of this PSO Master Signage Plan, as some may be amended, are binding on all successors and assigns of any portion of the property to which this PSO Master Signage Plan applies.

All permitting and fees, codified in Section 25.2-20 of the Murfreesboro Sign Ordinance shall apply to all signs in this PSO Master Signage Plan, regardless if the signs are visible from the public right-of-way.

SIGNAGE CONSTRUCTION:

A. Materials
1. The City encourages innovation of design and sophistication of materials (i.e. polished brass, etc.).
2. Sign Foam (Sintra) will not be permitted for signage.

B. Sign Illumination: All Identity signs shall be illuminated, except as specifically described on the following pages. The following types are allowed:
1. Individual dimensional metal back-lit (halo-effect) letter or light by external light fixtures. NOTE: No exposed neon tube light sources will be allowed.
2. Channel Letters.
3. Solid Cast Letters, minimum three (3) inches thick, with external lighting of face shall also be allowed.
4. Interesting and innovative, but non-conforming signage design shall be submitted to the City for pre-approval on a case-by-case basis.

C. Size: Refer to specific requirements on the following pages.

INTERNAL SIGNAGE REVIEW PROCESS:

1) Need for new or updated signage originates at Staff level.
2) Staff coordinates with Church Business Administrator for internal review and recommendation of signage request.
3) Church Business Administrator forwards signage request to Executive Pastor, who provides review and recommendation of signage request.
4) Executive Pastor Staff presents signage request to Senior Leadership Team who reviews and provides recommendation.
5) Senior Leadership Team presents signage request and recommendation to Vision Team for final review and approval.
6) Executive Pastor or designee submits formal signage application to City of Murfreesboro for review and approval.

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NEW VISION BAPTIST CHURCH 1750 N. THOMPSON LN., MURFREESBORO, TN 37129

DATE
05/14/2020

PROJECT CODE
19617

PLANNED SIGNAGE OVERLAY DESCRIPTION

Sheet No.
2.1

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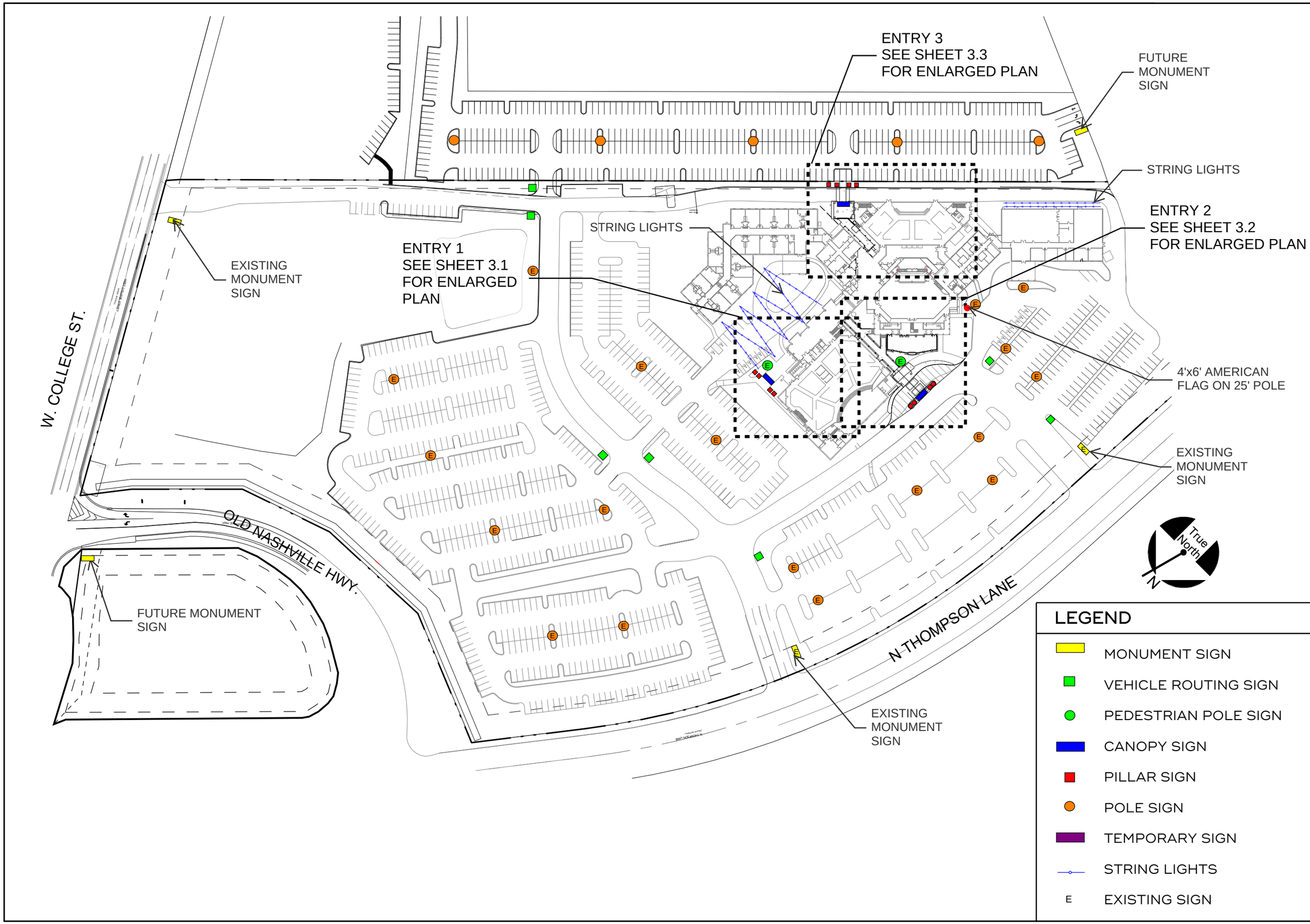

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NEW VISION BAPTIST CHURCH

DATE
05/14/2020

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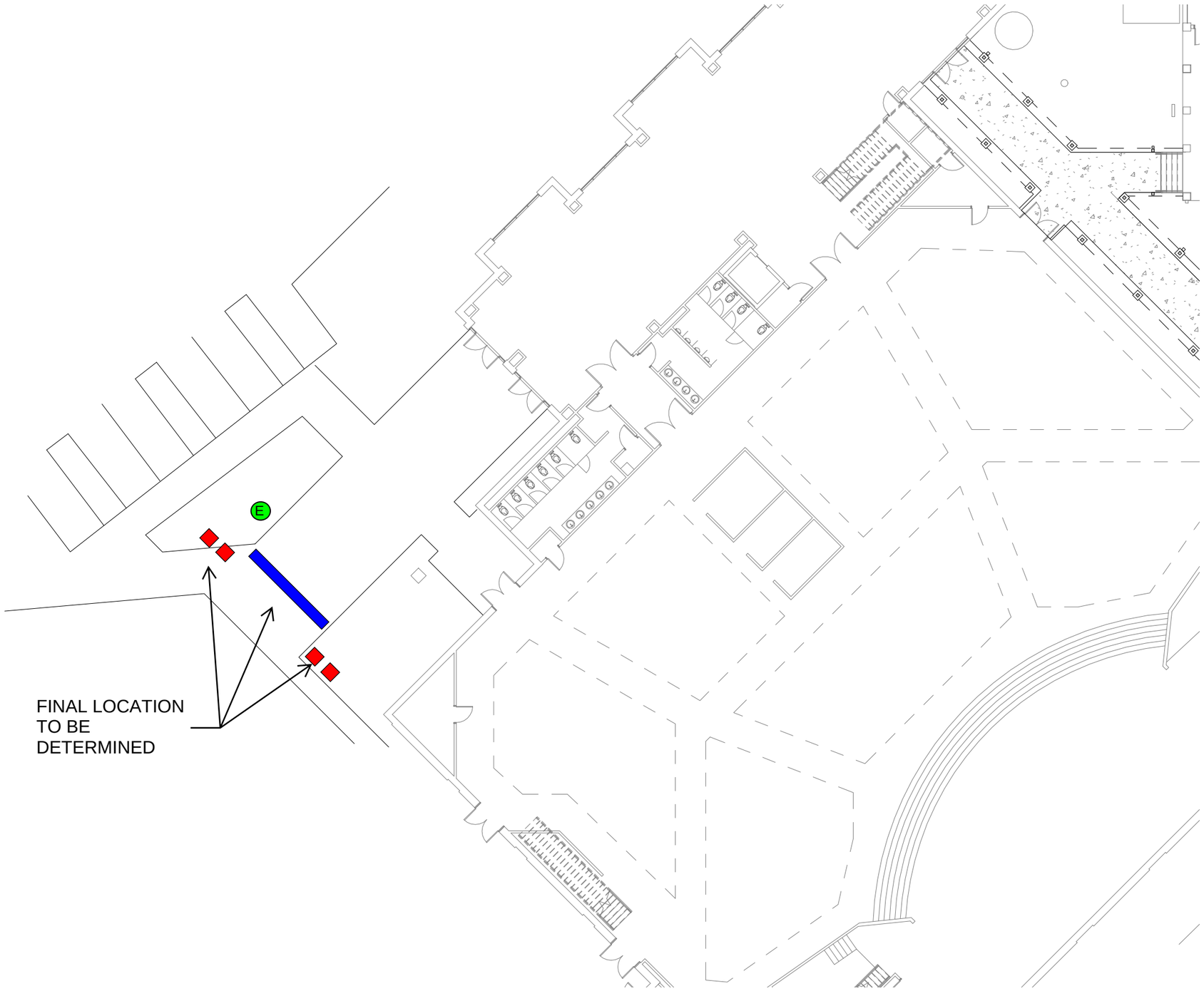
19617

OVERALL SITE PLAN

Sheet No.
3.0



ENTRY 1 - ENLARGED PLAN

ENTRANCE FACING OLD NASHVILLE HWY.

LEGEND

- CANOPY SIGN
- PILLAR SIGN
- PEDESTRIAN POLE SIGN
- E EXISTING SIGN

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1750 N. THOMPSON LN., MURFREESBORO, TN 37129

DATE
05/14/2020

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ENTRY 1 ENLARGED PLAN

Sheet No.
3.1

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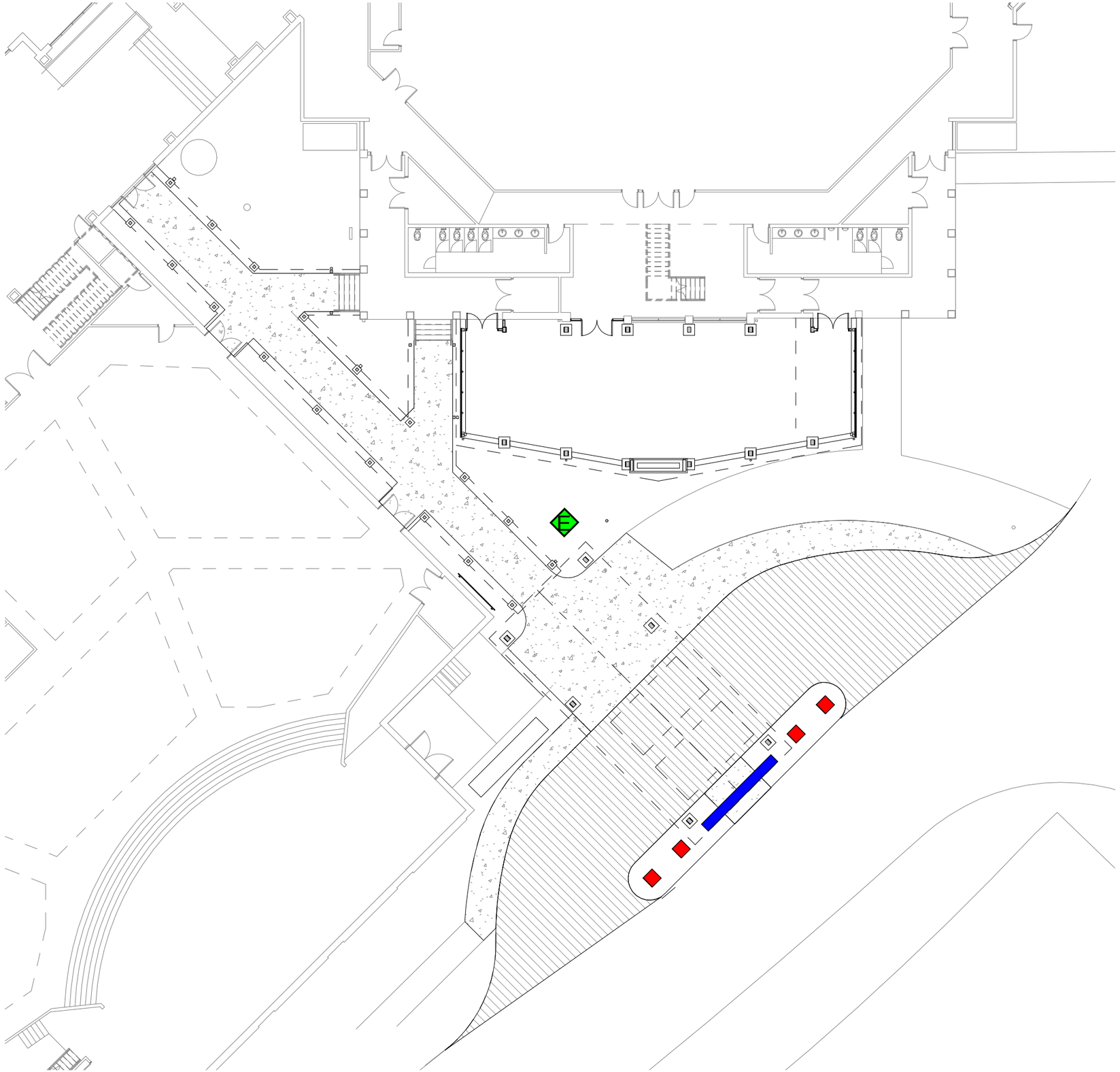

ENTRY 2 - ENLARGED PLAN

ENTRANCE FACING THOMPSON LANE

True North

N

LEGEND

- CANOPY SIGN
- PILLAR SIGN
- PEDESTRIAN POLE SIGN
- E EXISTING SIGN

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NEW VISION BAPTIST CHURCH

DATE
05/14/2020

PROJECT CODE
19617

ENTRY 2
ENLARGED PLAN

Sheet No.
3.2

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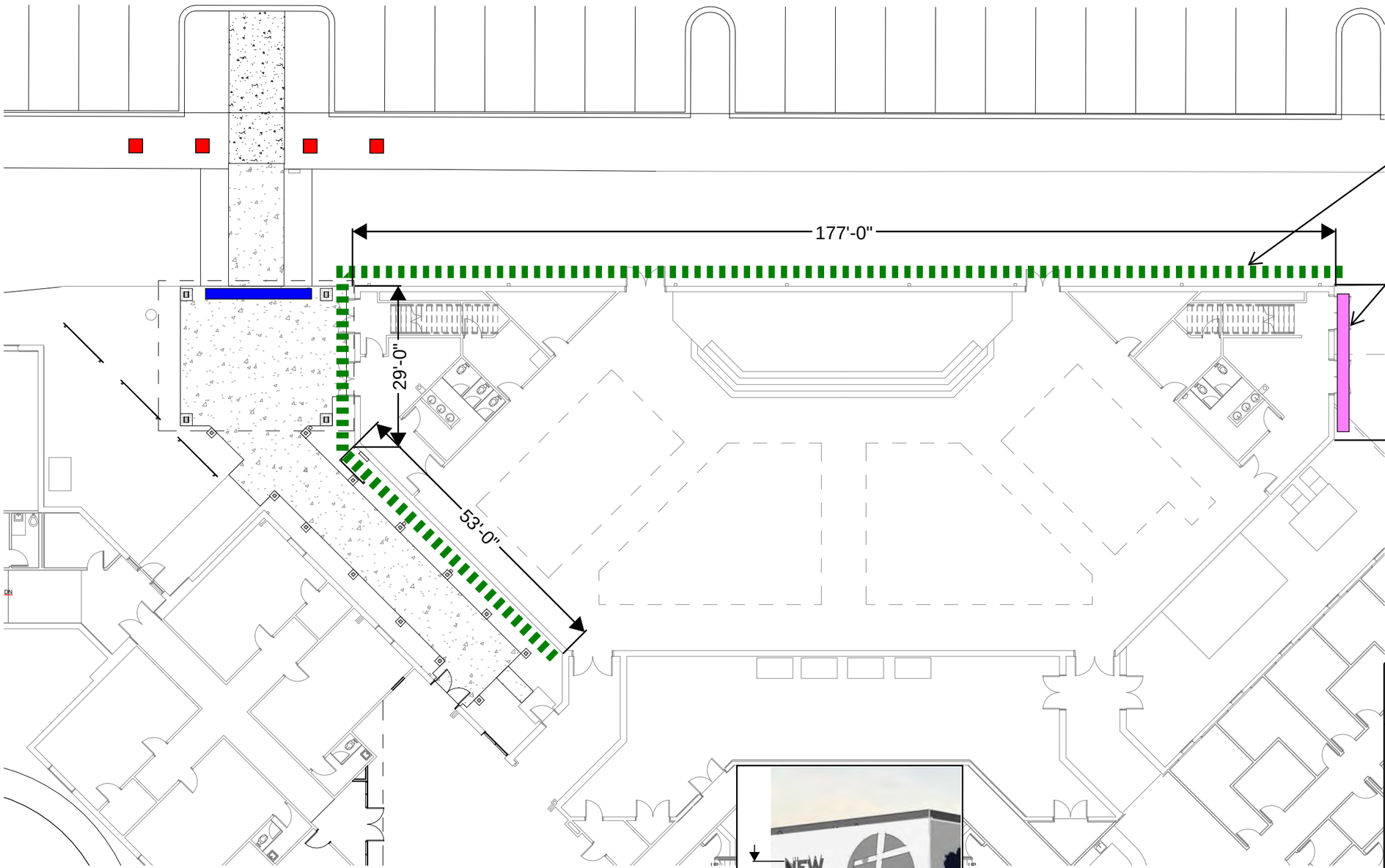
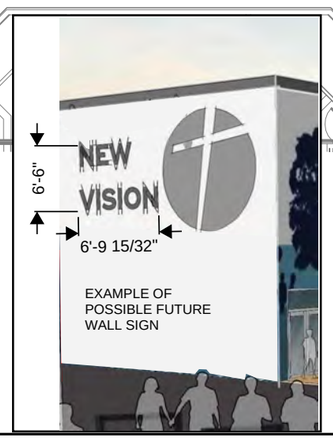


ENTRY 3 - ENLARGED PLAN

ENTRANCE FACING SOUTH
PARKING LOT



EXAMPLE OF
POSSIBLE FUTURE
WALL SIGN

LEGEND

- EXTENT OF MURAL
- CANOPY SIGN
- PILLAR SIGN
- WALL SIGN

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DATE
05/14/2020

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ENTRY 3 ENLG. PLAN MURAL AND SIGN

Sheet No.
3.3

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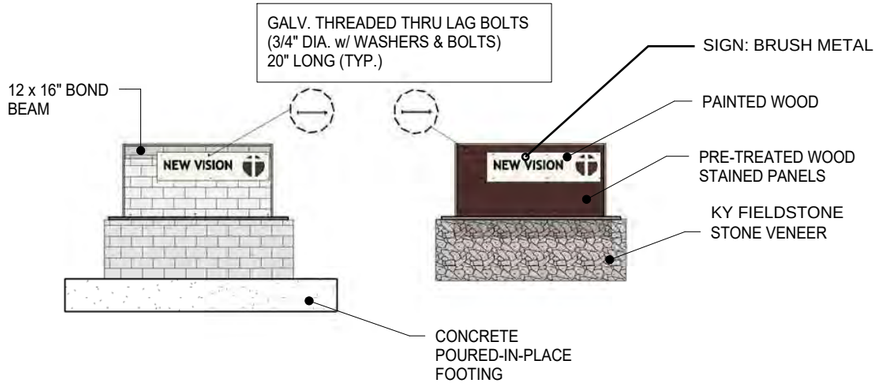
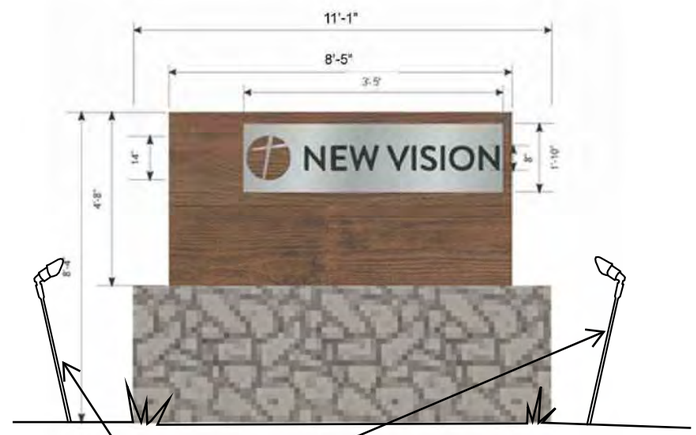
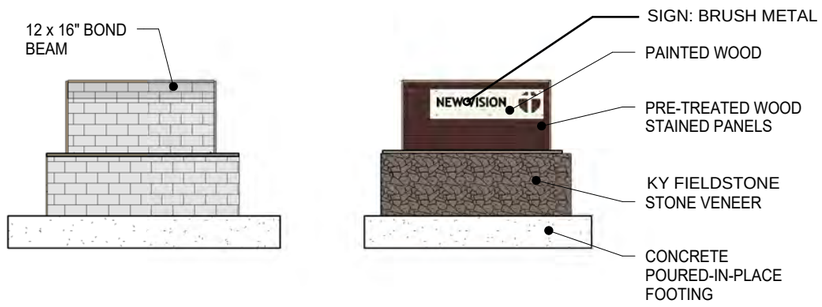
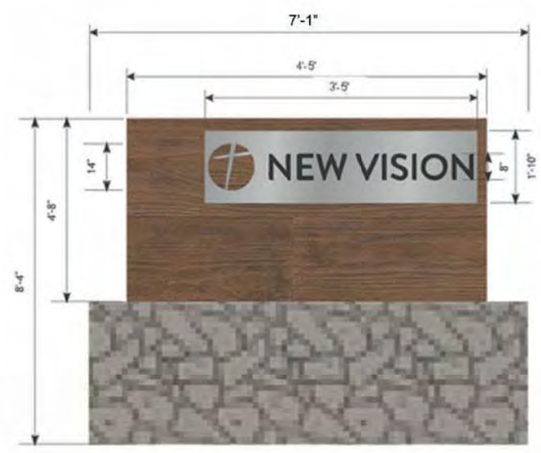




EXTERNAL ILLUMINATION AT 4 CORNERS OF SIGN MATCH EXISTING SIGNS

SIGN # 1 - Thompson Lane
SIGN # 2 - Thompson Lane
Not to Scale





SIGN # 3 - West College Street
Not to Scale

ONE SIGN PER ENTRANCE TO PROPERTY

MATERIAL LEGEND	COLOR (DETERMINED BY OWNER)	MANUFACTURER
CMU	SANDLEWOOD CHOCOLATE	PER OWNER
MORTAR FOR CMU	SANDLEWOOD CHOCOLATE	PER OWNER
MASONRY	LIGHT BEIGE	PER OWNER
MORTAR FOR MASONRY	LIGHT BEIGE	

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Mark D. Ours, P.E.
website: mdo-pe.com
Structural
Civil
Buildings
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214 W. Vine Street
Murfreesboro, TN 37130
615.890.8713

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THIS DRAWING HAS BEEN ISSUED:

- [ ] FOR REVIEW ONLY
- [X] FOR PERMITTING
- [ ] SCHEMATIC DESIGN
- [ ] DESIGN DEVELOPMENT
- [ ] CONSTRUCTION DOCUMENTS

PROPOSED GROUND SIGNS FOR:

New Vision Baptist Church Sign

1750 N. Thompson Lane
Murfreesboro, TN 37129

Date: 3-17-2017 Project No. 17-0317

No.	Description	Date
	Issued Preliminary Plans to Owner	7-17-2017
1	** Revised sign face area	9-15-2017

Elevation View

9-15-2017

A-1

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NEW VISION BAPTIST CHURCH

DATE
05/14/2020

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19617

MONUMENT SIGNS

Sheet No.
4.0

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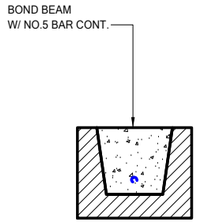
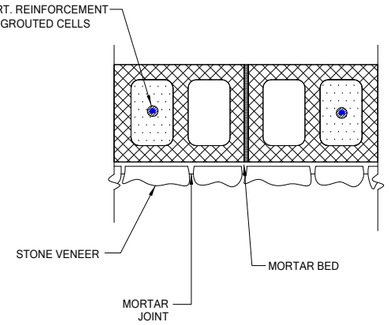


BOND BEAM AT TOP OF WALL
NOT TO SCALE



TYP. CMU W/VERT. REINF.
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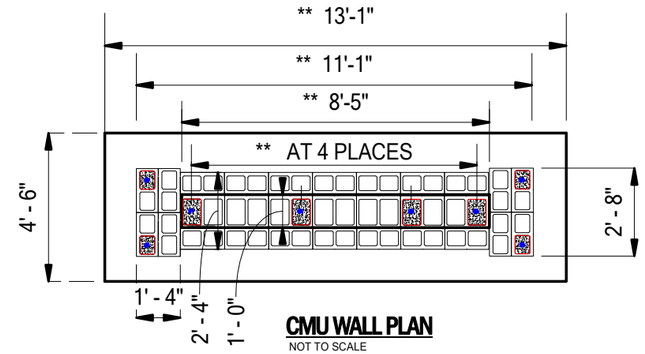
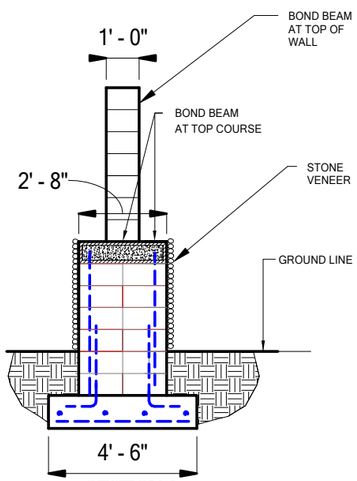


CMU WALL PLAN
NOT TO SCALE

**** NOTE: The sign dimensions has been revised to be under 40 square feet for this overlay district. (SIGN AREA =39.27 SQUARE FEET)**



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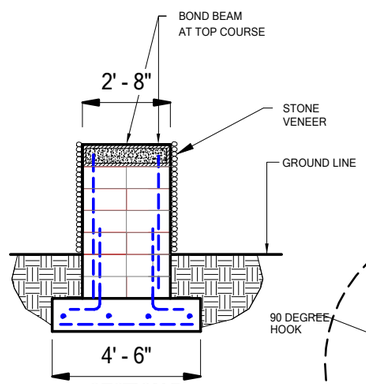
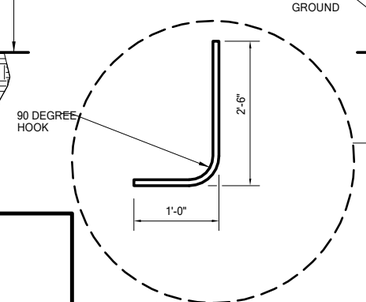
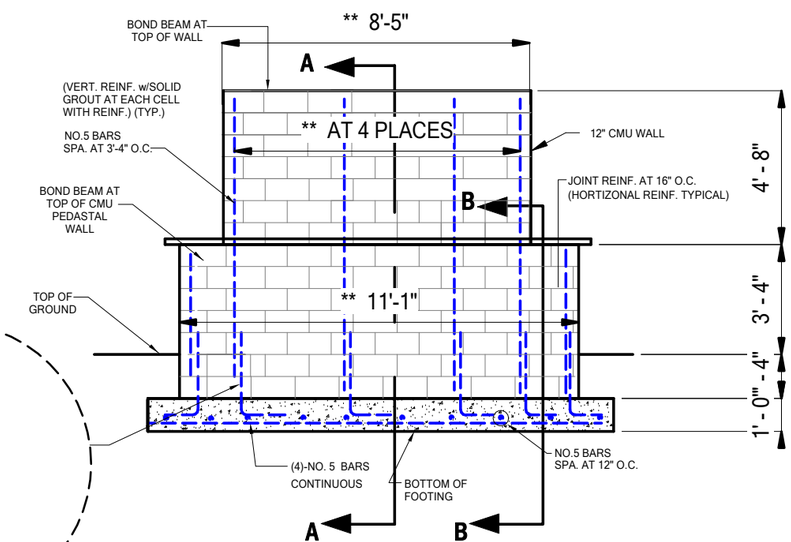


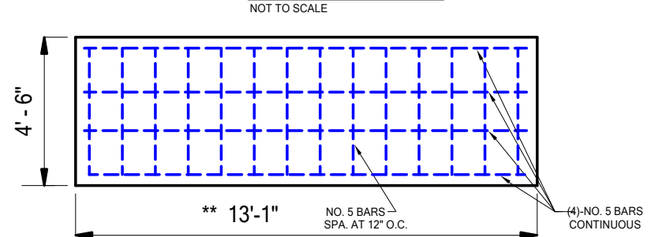
SECTION B



DOWEL BAR DETAIL
NOT TO SCALE



CMU WALL ELEVATION
NOT TO SCALE



FOOTING REINFORCEMENT PLAN
NOT TO SCALE

FOOTING SPECIFICATION:

A. MATERIALS

		ASTM SPECIFICATION (MINIMUM)
1.0	STEEL	
1.01	CONCRETE REINFORCING	A615, GRADE 60
1.02	CONCRETE REINFORCING TIES	A615, GRADE 40
2.0	CONCRETE	
2.01	PORTLAND CEMENT	C-150
2.02	AGGREATE	C-33
2.03	GROUT HIGH STRENGTH, NON-SHRINK, NON-FERROUS	A615, GRADE 60 A615, GRADE 40
3.0	STONE - FACE OF WALLS	
3.01	STONE VENEER (PER OWNER)	SEE MANUFACTURER SPECS
4.0	ELECTRICAL	
4.01	NO ELECTRICAL IN SIGN	

NOTE: ALL CONCRETE SHALL BE MINIMUM COMPRESSIVE STRENGTH @ 28 DAYS OF 3000 PSI, CONCRETE SHALL BE PLACED USING LATEST AMERICAN CONCRETE INSTITUTE (ACI) SPECIFICATIONS.

DO NOT SCALE THESE DRAWINGS . ASK DESIGNER FOR ANY CLARIFICATION OR DIMENSION VERIFICATION.

SIGNS # 1 & 2

Mark D. Ours, P.E.
website: mdo-pe.com
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- [ ] DESIGN DEVELOPMENT
- [ ] CONSTRUCTION DOCUMENTS

New Vision Baptist Church Sign
1750 N. Thompson Lane
Murfreesboro, TN 37129

Date: 3-26-2017 Project No. 17-0317

No.	Description	Date
1	** Revised sign face area	9-15-2017

Sign Details- Thompson Lane

MARK D. OURS
REGISTERED ENGINEER
AGRICULTURE COMMERCE
No. 19610
STATE OF TENNESSEE

9-15-2017

S-1

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1750 N. THOMPSON LN., MURFREESBORO, TN 37129

NEW VISION BAPTIST CHURCH

DATE
05/14/2020

PROJECT CODE
19617

MONUMENT SIGNS

Sheet No.
4.1

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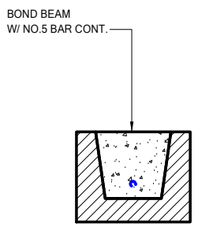
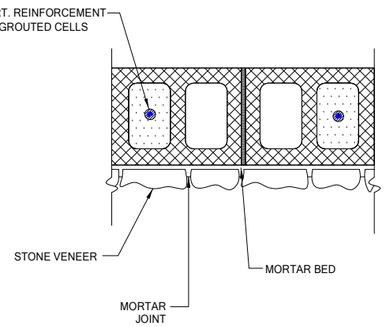
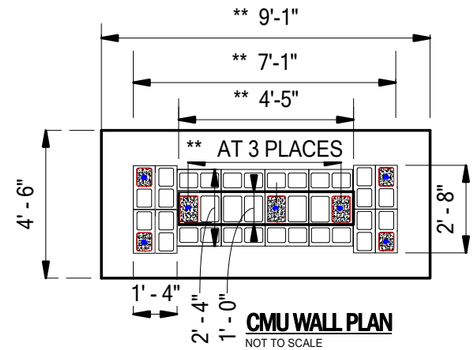


BOND BEAM AT TOP OF WALL
NOT TO SCALE

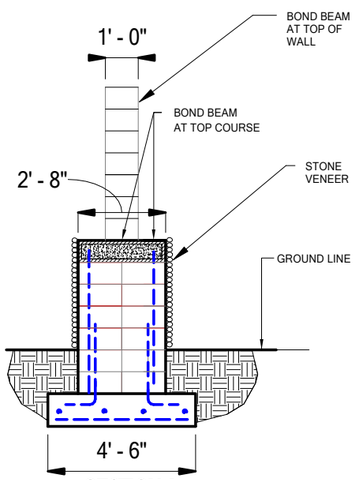


TYP. CMU W/VERT. REINF.
NOT TO SCALE

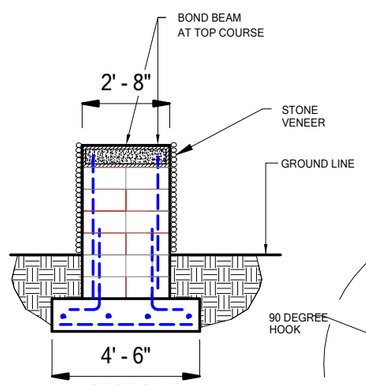


CMU WALL PLAN
NOT TO SCALE

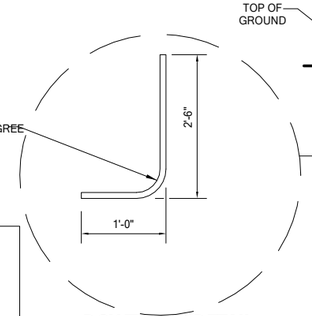
**** NOTE: The sign dimensions has been revised to be under 40 square feet for this overlay district. (SIGN AREA =21.00 SQUARE FEET)**



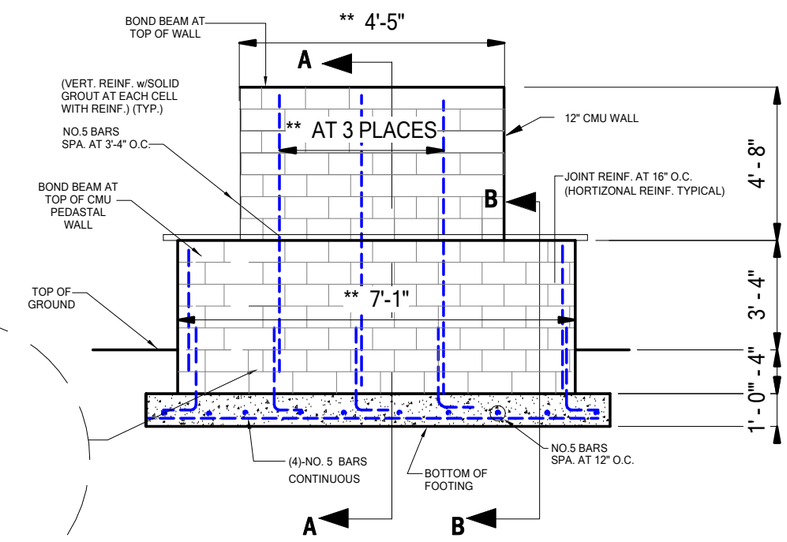
SECTION A



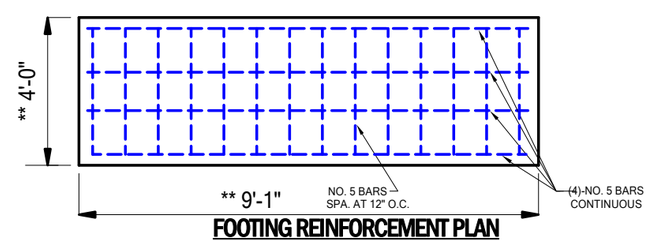
SECTION B



DOWEL BAR DETAIL
NOT TO SCALE



CMU WALL ELEVATION
NOT TO SCALE



FOOTING REINFORCEMENT PLAN
NOT TO SCALE

FOOTING SPECIFICATION:

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1.0	STEEL	
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4.0	ELECTRICAL	
4.01	NO ELECTRICAL IN SIGN	

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New Vision Baptist Church Sign
1750 N. Thompson Lane
Murfreesboro, TN 37129

Date: 3-26-2017 Project No. 17-0317

No.	Description	Date
1	** Revised sign face area	9-15-2017

Sign Detail - West College Street

9-15-2017

S-2

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NEW VISION BAPTIST CHURCH

DATE
05/14/2020

PROJECT CODE
19617

MONUMENT SIGNS

Sheet No.
4.2

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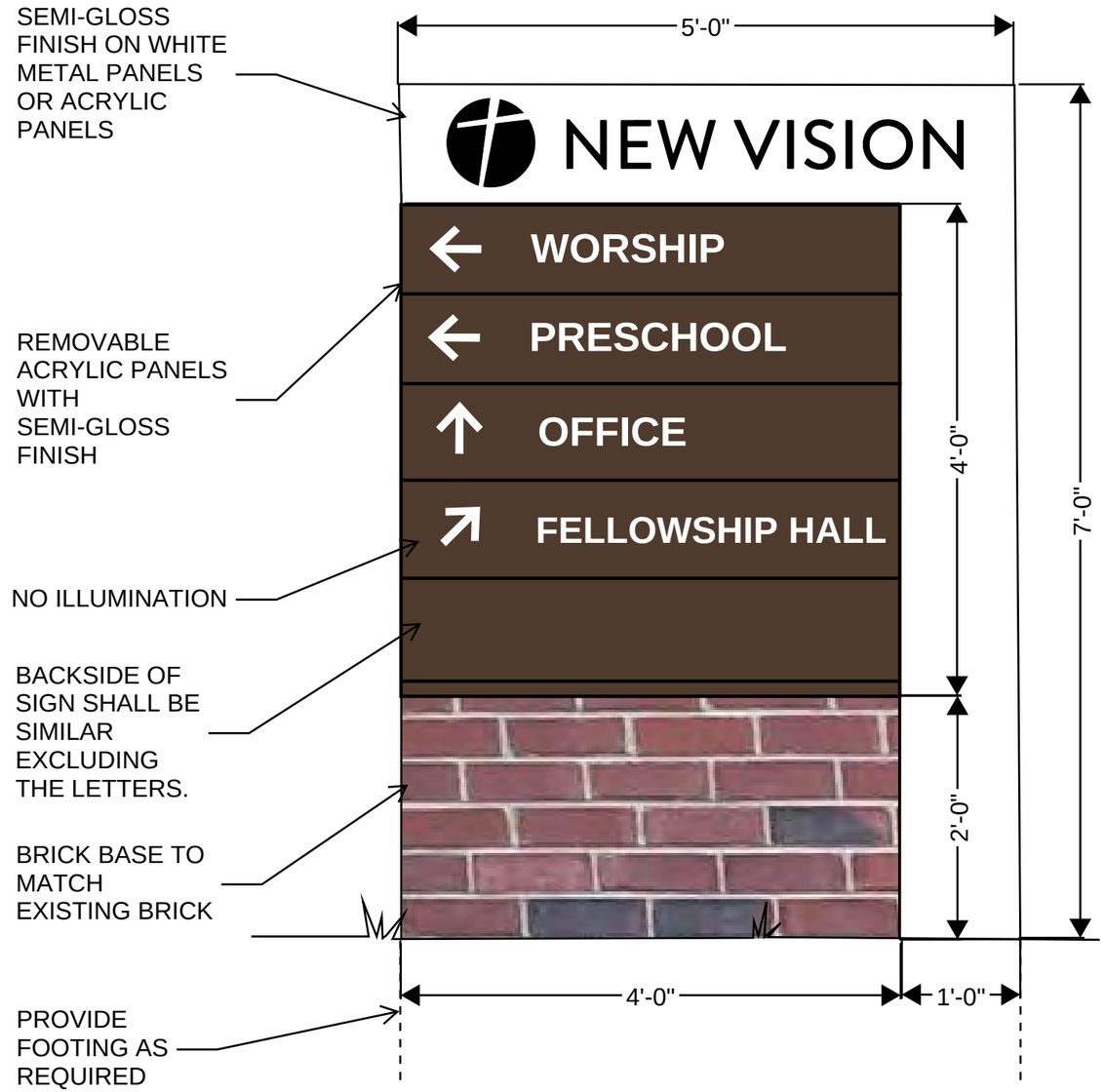

VEHICULAR ROUTING SIGN ELEVATION

ONE SIGN PER INTERSECTION WITHIN THE PROPERTY
NOT THE FINAL DESIGN

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NEW VISION BAPTIST CHURCH

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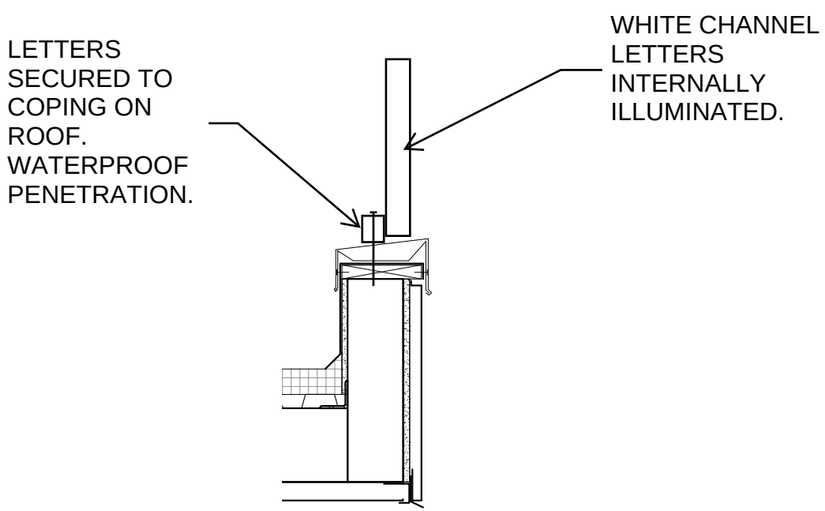
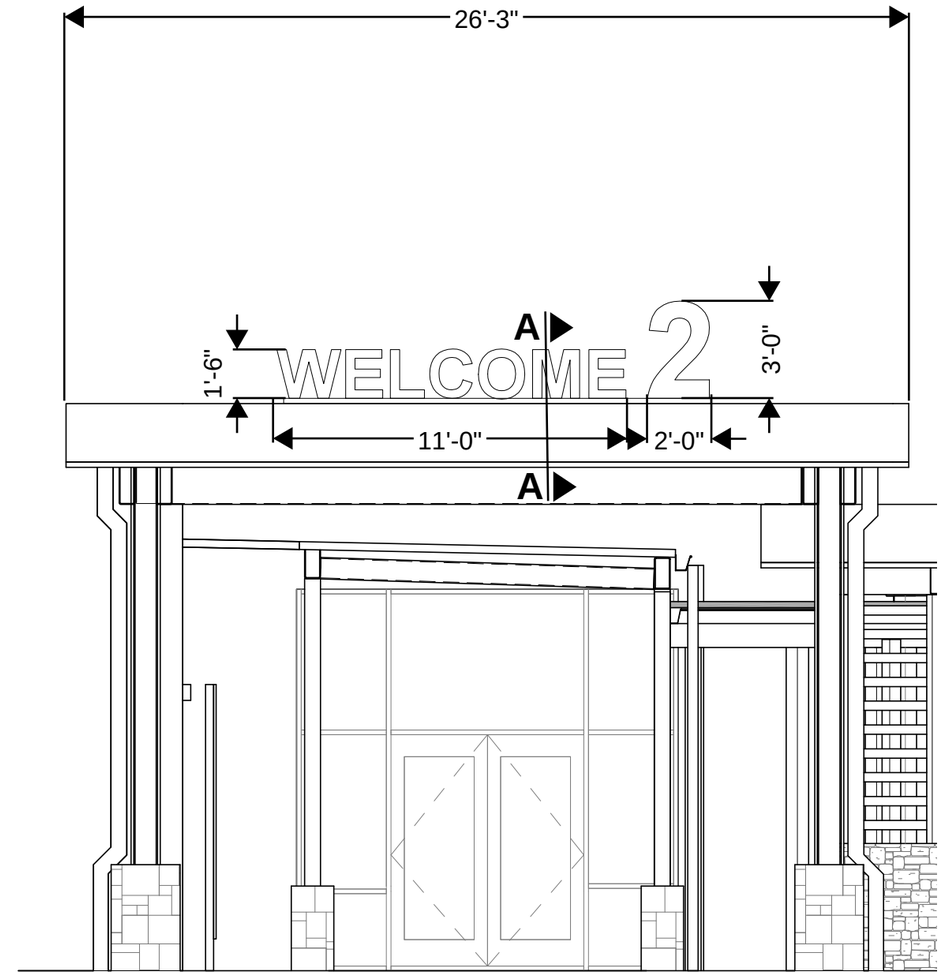
VEHICULAR ROUTING SIGNS

Sheet No.
5.0

ARTIST RENDERING



SECTION AT SIGN A-A



CANOPY SIGN ELEVATION

CANOPY SIGNS GENERAL NOTES:

1. WHITE INDIVIDUAL CHANNEL LETTERS.
2. MATERIALS SHALL BE EITHER POWDER COATED METAL OR ACRYLIC WITH LOW SHEEN.
3. LETTER SHALL BE INTERNALLY ILLUMINATED WITH NO EXPOSED RACEWAYS OR JUNCTION BOXES.
4. TOTAL AREA OF CANOPY SIGN SHALL BE NO MORE THAN 2 SF / LINEAR FOOT OF CANOPY ELEVATION.
5. PROVIDE AMBIENT LIGHT CONTROLS.
6. SIMILAR AT UP TO 5 BUILDING ENTRANCES.

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CANOPY SIGNS

Sheet No.
6.0

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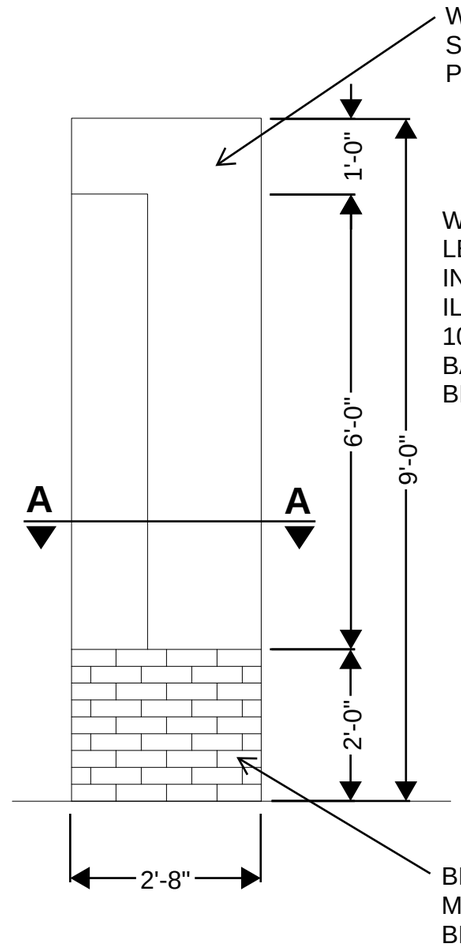
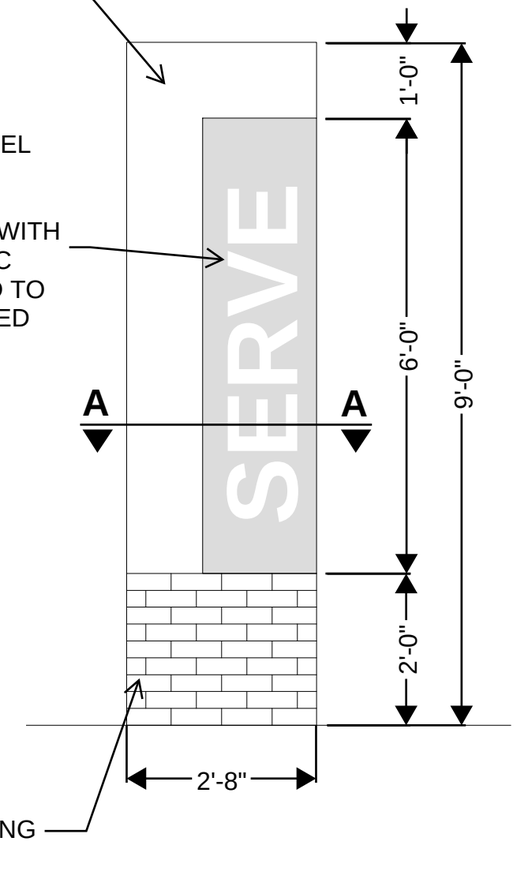
ARTIST RENDERING



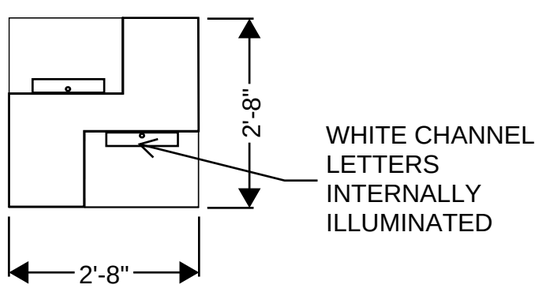
SIDE ELEVATION

SIMILAR ON OPPOSITE SIDE OF PILLAR



FRONT ELEVATION

SIMILAR ON OPPOSITE SIDE OF PILLAR



PLAN VIEW A - A

PILLAR SIGNS GENERAL NOTES:

1. MATERIALS SHALL BE EITHER POWDER COATED METAL OR ACRYLIC WITH LOW SHEEN.
2. LETTER SHALL BE INTERNALLY ILLUMINATED WITH NO EXPOSED RACEWAYS OR JUNCTION BOXES.
3. 4 PILLARS AT EACH BUILDING ENTRANCE WITH A TOTAL OF UP TO 4 ENTRANCES.
4. PROVIDE AMBIENT LIGHT CONTROLS.

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PILLAR SIGNS

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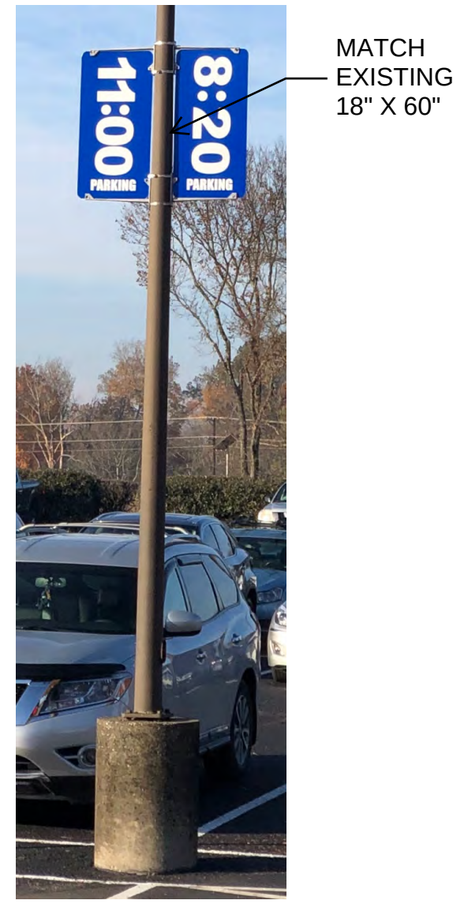
BUILDING IDENTIFICATION SIGN ELEVATION

SIMILAR AT EACH BUILDING ENTRANCE

PARKING POLE SIGN

ONE SIGN FOR EVERY 100 PARKING SPACES.



PARKING POLE SIGN

ONE SIGN FOR EVERY 50 PARKING SPACES.

PEDESTRIAN POLE SIGN

ONE SIGN PER BUILDING ENTRANCE

NOTE: ALL SIGNS ON THIS PAGE ARE NOT ILLUMINATED.

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POLE SIGNS

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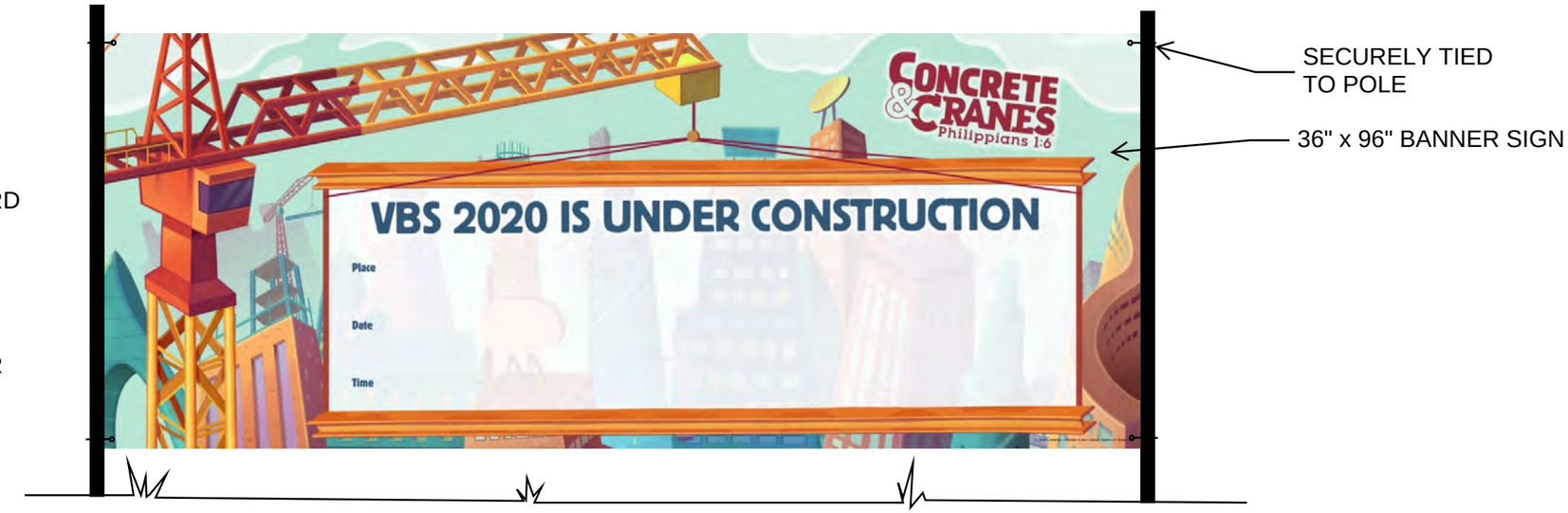
BANNER SIGN GENERAL NOTES:

1. BANNERS SHALL NOT BE IN THE RIGHT OF WAY.
2. NOT ILLUMINATED.
3. BANNER SHALL BE SECURED TO HARD SURFACE SIMILAR TO PLASTIC CORRUGATED BOARD PRIOR TO PLACEMENT ON SITE.
4. ONE PER ENTRANCE TO PROPERTY. USED FOR 2 MONTH BEFORE AN EVENT AND REMOVED 2 DAYS AFTER THE EVENT.

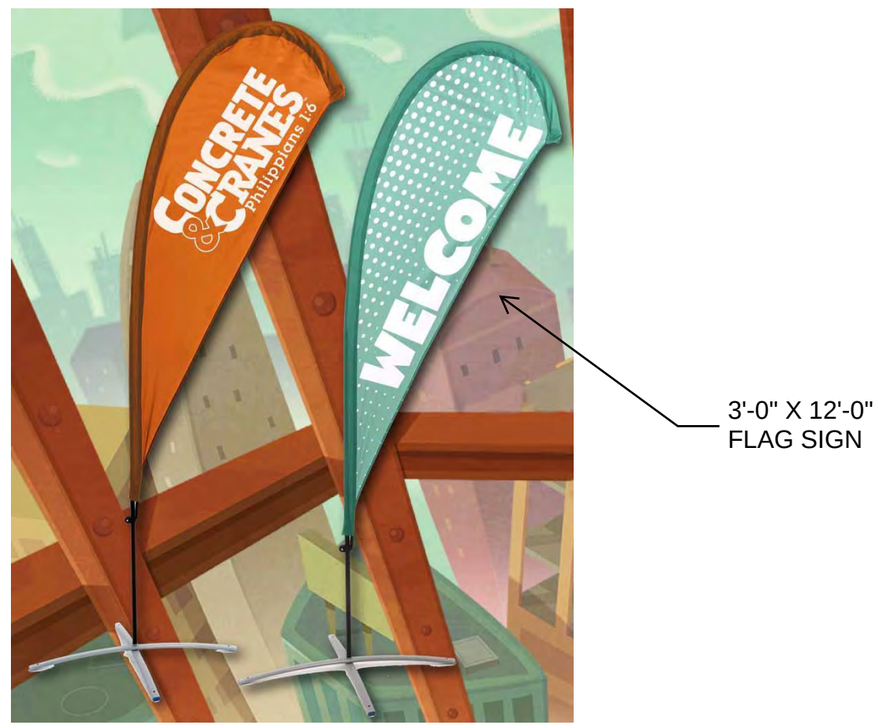


BANNER SIGN

IMAGE WILL VARY BASED ON EVENT AND TIME OF YEAR.

FLAG SIGN GENERAL NOTES:

1. PLACEMENT SHALL BE 14'-0" MIN. FROM THE STREET CURB.
2. NOT ILLUMINATED
3. TWO PER ENTRANCE TO PROPERTY. USED FOR 2 WEEKS PER EVENT.



FLAG SIGN

IMAGE WILL VARY BASED ON EVENT AND TIME OF YEAR.

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DATE
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TEMPORARY SIGNAGE

Sheet No.
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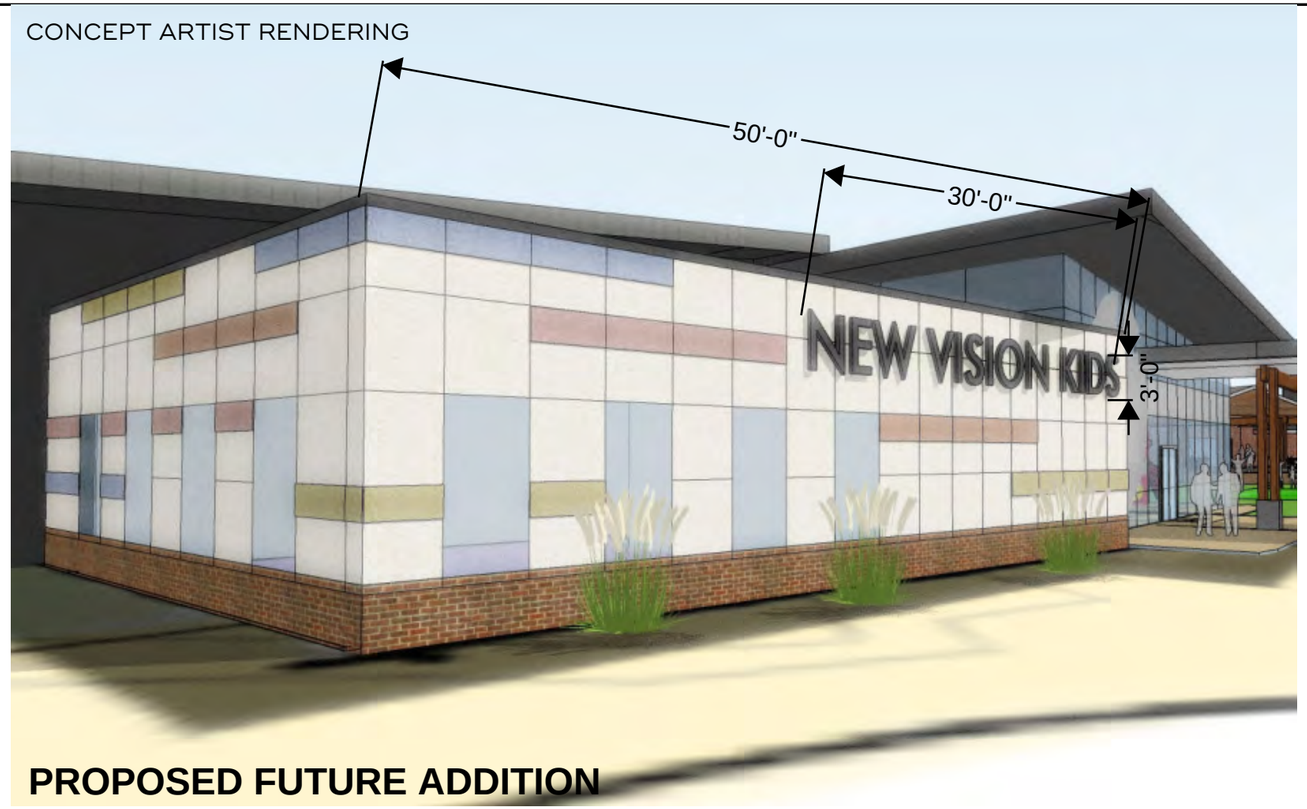
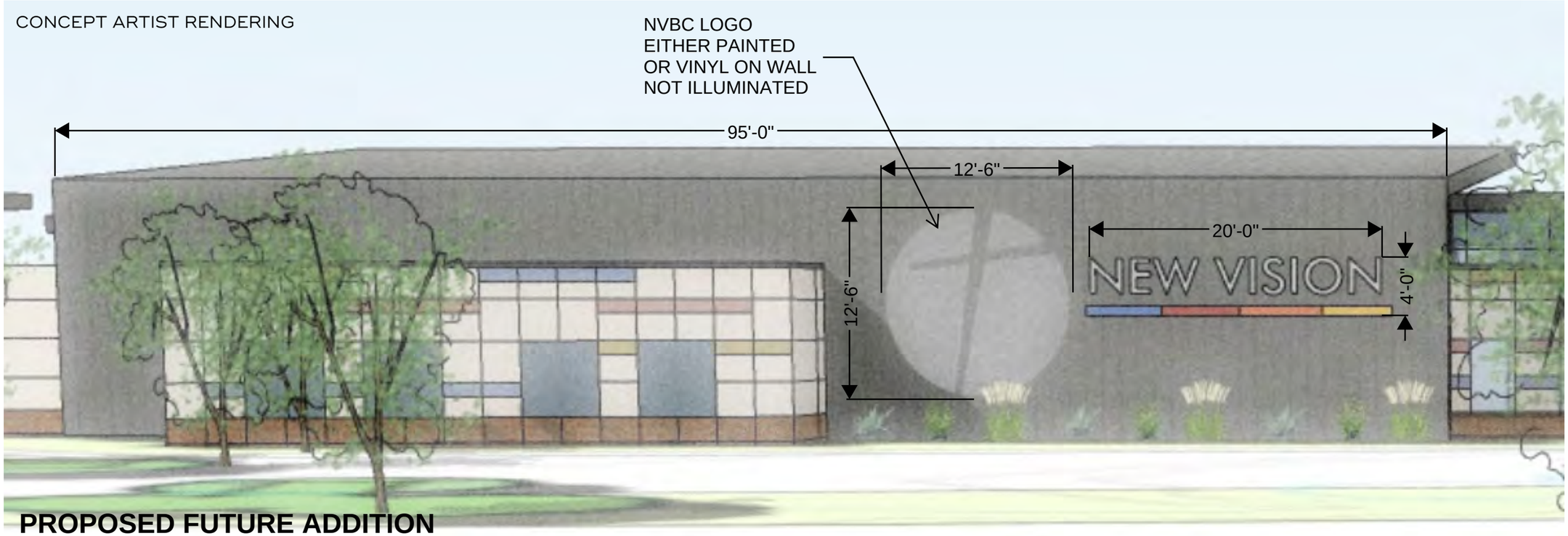


ATTACHED WALL SIGNS GENERAL NOTES:

1. BLACK OR WHITE INDIVIDUAL CHANNEL LETTERS.
2. MATERIALS SHALL BE EITHER POWDER COATED METAL OR ACRYLIC WITH LOW SHEEN.
3. LETTER SHALL EITHER BE INTERNALLY ILLUMINATED OR HALO BACK LIT WITH NO EXPOSED RACEWAYS OR JUNCTION BOXES.
4. TOTAL AREA OF ATTACHED WALL SIGN SHALL BE NO MORE THAN 2.5 SF / LINEAR FOOT PER BUILDING ELEVATION.



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NEW VISION BAPTIST CHURCH

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FUTURE ATTACHED WALL SIGNS

Sheet No.
10.0

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STRING LIGHTS GENERAL NOTES:

1. SEE 3.0 OVERALL SITE PLAN FOR LOCATIONS.
2. STRING LIGHTS SHALL BE WHITE LIGHT ONLY.
3. STRING LIGHTS SHALL NOT BLINK, CHASE, ETC.
4. STRING LIGHTS SHALL BE COMMERCIAL GRADE AND BE LISTING FOR EXTERIOR USE.
5. STRING LIGHTS SHALL BE SECURELY ATTACHED TO A POLE OR THE BUILDING.
6. STRING LIGHTS SHALL HANG 8'-0" MIN. ABOVE FINISH GRADE OR SIDEWALK.
7. STRING LIGHTS MUST COMPLY WITH NEC.

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NEW VISION BAPTIST CHURCH
1750 N. THOMPSON LN., MURFREESBORO, TN 37129

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FUTURE STRING LIGHTS

Sheet No.
11.0

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Minutes of the Murfreesboro Planning
Murfreesboro Planning Commission
April 22, 2020

6:00 PM

Members Present
Kathy Jones, Chair
Ken Halliburton, Vice-Chairman
Jennifer Garland
Ronnie Martin
Warren Russell
Chase Salas
Eddie Smotherman

Staff Present
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Austin Cooper, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev. Services Exec. Director
Teresa Stevens, Sign Administrator

Chair Kathy Jones called the meeting to order. She stated that in accordance with Executive Order No. 16 issued by Governor Bill Lee, the Murfreesboro Planning Commission April 22, 2020 meeting would be conducted electronically and there would not be physical public access to the meeting as necessary to protect public health, safety and welfare in light of the coronavirus. The public may view the meetings electronically through Murfreesboro CityTV which is broadcast on Comcast Xfinity Channels 3 and 1094 and on AT&T U-verse Channel 99. The meeting can also be streamed on Roku, YouTube, Facebook, and the City's website.

Continuing, Chair Kathy Jones stated this information had been properly advertised to the public and the instructions were given in the advertisement on how the public could telephone to participate in this meeting.

Chair Kathy Jones called the meeting to order and requested for a roll call vote for the determination of a quorum. Based on the roll call, it was determined that a quorum was present.

Present: **Jennifer Garland**
Ken Halliburton
Ronnie Martin
Warren Russell
Chase Salas
Eddie Smotherman
Kathy Jones

Absent: **None**

Minutes of the Murfreesboro Planning Murfreesboro Planning Commission April 22, 2020

Public Hearings

Zoning Request [2020-403] for PS (Planned Signage) Overlay District program book for New Vision Baptist Church for approximately 30 acres located along North Thompson Lane, West College Street, and West Northfield Boulevard, New Vision Baptist Church applicant.

Ms. Teresa Stevens summarized the Planned Signage Overlay zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet.

Ms. Regina Thompson of Visioneering Studios and Mr. Greg Freeman of New Vision Baptist Church were in attendance to represent the application. Ms. Thompson began by providing a presentation from the pattern book. She stated how this proposal would address signage for new entrances, string lighting in certain areas, canopy signs over the main entry locations, etc.

Ms. Jennifer Garland had questions from the applicant's pattern book regarding page 3.3. How would the mural signs be addressed? Mr. Teresa Stevens stated that mural signs would be addressed by the Building and Codes sign definitions within the City Sign Ordinance. She stated there are guidelines which state that murals are allowed on two sides of a building; not on the front of a building. This proposal being discussed is asking for a mural to be permitted on three sides of a building.

Ms. Regina Thompson explained the three-sided mural would improve the appearance of an existing metal siding facade. Due to new road improvements in this area and a new children's hospital, this existing metal siding façade has become much more visible.

Chair Kathy Jones made known her concerns with the actual signage that is being proposed on the mural. Ms. Regina Thompson explained this image being discussed was not the final result for their mural. New Vision Baptist Church would be working with a muralist for their design. Chair Kathy Jones wanted clarification regarding the final design for their mural; would the

applicant have to come back to amend their PSO pattern book. Ms. Teresa Stevens stated this is the first applicant requesting a mural in a Planned Sign Overlay district. Therefore, when the applicant submits their final mural it would need to meet the Building and Codes definitions for murals. However, if there were any outstanding issues that needed to be addressed, the applicant would have to come back before the Planning Commission for approval.

Mr. Eddie Smotherman wanted additional information regarding the rendering on page 10 from the applicant's pattern book regarding future additions on this property. He feels that what is being presented should be have a more consistent design relative to the existing buildings. Ms. Regina Thompson stated this was an example rendering for the applicant to have when planning for the any future building additions with signage that may or may not happen. The building presented is not designed at this time. At this time, they are only providing future attached signs such as channel signs or backlit signs for a future children's building. Mr. Warren Russell wanted to know if the mural would be a wrap or painted. Ms. Thompson answered it would be painted.

Chair Kathy Jones opened the public hearing. Mr. Matthew Blomeley stated as of noon today, no one had requested to register to speak electronically for or against the zoning request. Chair Kathy Jones closed the public hearing.

Chair Kathy Jones and Ms. Jennifer Garland expressed their concerns from page 9 in the applicant's pattern book. There needs to be clarification language added to properly address banners and flag signs. For example, how often would banners and flag signs be allowed to be used and for how long each time? There needs to be more restrictive language for these items.

Mr. Matthew Blomeley stated that, relative to the future building, this proposal was only for signage. The architectural design for any future building additions would be addressed during the site plan review process.

Mr. David Ives stated he would work with the applicant and the Building & Codes staff to address the concerns being discussed to provide language regarding limitations for banners and flag signs while making certain it provides the applicant opportunities for their events as needed. Ms. Regina Thompson stated she would work with the church and City staff to address all concerns that have been mentioned.

Mr. Eddie Smotherman made a motion to approve subject to following:

- **Staff's participation on the revisions to be made in the applicant's pattern book for clarification on banners and flag signs.**
- **The final design for a mural should be presented to the Planning Commission for approval before it is placed on their metal building.**
- **The proposed changes to the language for banners and flag signs would be addressed during a Planning Commission day meeting.**
- **The applicant would not have to amend their PSO zoning for these changes.**

The motion was seconded by Mr. Ken Halliburton. Upon roll call the motion was passed by the following vote:

Aye:	**Jennifer Garland** **Ken Halliburton** **Ronnie Martin** **Warren Russell** **Chase Salas** **Eddie Smotherman** **Kathy Jones**
Nay:	**None**

Zoning application [2019-435] for approximately 1.44 acres located at the northeast corner of Gold Valley Drive and North Rutherford Boulevard to be rezoned from PCD to PRD (Rutherford Corner PRD), Masterson Homes, Inc. applicant. Mr. Matthew Blomeley

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 20, 2020

7.b. Hear report from Staff regarding modified language for temporary signage and consider request from Legal Department to modify the Planning Commission's conditions of approval, both pertaining to the Zoning Request [2020-403] for PSO (Planned Signage Overlay) zoning for approximately 30 acres located along North Thompson Lane, West College Street, and West Northfield Boulevard, New Vision Baptist Church applicant.

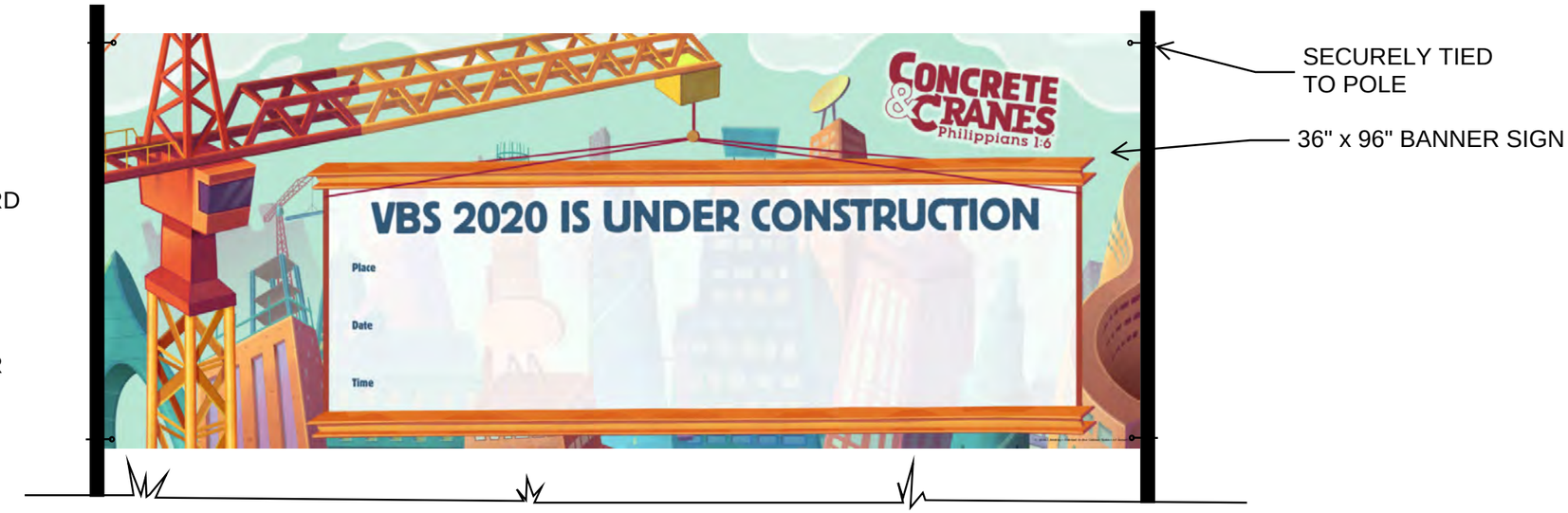
The Planning Commission conducted a public hearing on the above request for Planned Sign Overlay (PSO) district zoning on April 22nd. The approved minutes for this meeting have been included for the Planning Commission's reference in the agenda packet.

During the meeting, the Planning Commission expressed concern about the lack specificity in the PSO pattern book regarding banners and flag signs. In its motion to the approve the PSO request, the Planning Commission directed Staff to work with the applicant on improving the language pertaining to banners and flag signs and then report back to the Planning Commission at a day meeting. Staff has worked with the applicant on this matter and the revised language is included in the agenda packet for the Planning Commission's review. Both Staff and the applicant will be present to discuss the revised language and answer any questions the Planning Commission may have. If the Planning Commission is satisfied with the proposed language, then no action is needed.

In addition, a memo from Deputy City Attorney David Ives has also been included in the agenda packet asking the Planning Commission to reconsider its condition of approval regarding the final design of the mural coming back to the Planning Commission for approval. Mr. Ives will be present at the meeting to discuss in further detail.

BANNER SIGN GENERAL NOTES:

1. BANNERS SHALL NOT BE IN THE RIGHT OF WAY.
2. NOT ILLUMINATED.
3. BANNER SHALL BE SECURED TO HARD SURFACE SIMILAR TO PLASTIC CORRUGATED BOARD PRIOR TO PLACEMENT ON SITE.
4. ONE PER ENTRANCE TO PROPERTY. USED FOR 2 MONTH BEFORE AN EVENT AND REMOVED 2 DAYS AFTER THE EVENT.

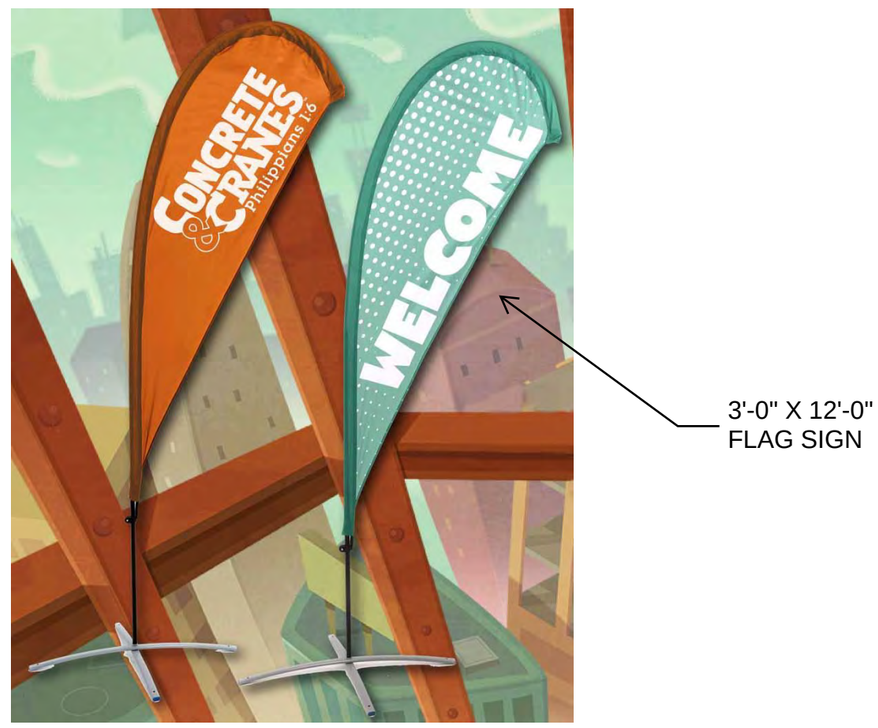


BANNER SIGN

IMAGE WILL VARY BASED ON EVENT AND TIME OF YEAR.

FLAG SIGN GENERAL NOTES:

1. PLACEMENT SHALL BE 14'-0" MIN. FROM THE STREET CURB.
2. NOT ILLUMINATED
3. TWO PER ENTRANCE TO PROPERTY. USED FOR 2 WEEKS PER EVENT.



FLAG SIGN

IMAGE WILL VARY BASED ON EVENT AND TIME OF YEAR.

VISIONEERING STUDIOS Architecture
www.VisioneeringStudios.com
1530 Riverside Dr., Nashville, TN 37206

These drawings and/or the accompanying specifications as instruments of service are the exclusive property of the Architect and their use and publication shall be by express permission only. The ideas and designs incorporated herein, as an instrument of service, shall not be used by any person or firm for any purpose not specified in writing by the Architect. Written permission from the Architect. Title to these plans and/or specifications shall remain with the Architect without prejudice and Visual contact with them shall constitute Prima Facie evidence of acceptance of these restrictions.

1750 N. THOMPSON LN., MURFREESBORO, TN 37129

NEW VISION BAPTIST CHURCH

DATE
05/14/2020

PROJECT CODE
19617

TEMPORARY SIGNAGE

Sheet No.
9.0

C:\Users\rthompson\Documents\Murfreesboro - New Vision - Renovation_rthompson.rvt

MEMORANDUM
CITY OF MURFREESBORO
LEGAL DEPARTMENT

TO: Chairman Jones and Members of the Planning Commission

CY: Adam Tucker, Greg McKnight

FROM: David A. Ives

DATE: May 13, 2020

RE: Murals

On April 22, 2020, the Planning Commission considered a Planned Sign Overlay Pattern Book for New Vision Baptist Church that includes a provision for murals on more than two sides of an existing building; the current Sign Ordinance allows a mural only on two sides of a building. The Pattern Book included a "concept rendering" of a possible mural. The Commission asked to see the final plan for the mural at a subsequent day meeting before it was installed.

Neither the Planning Department nor the Planning Commission has in the past reviewed the "content" of murals. Doing so raises a variety of thorny First Amendment, censorship, and prior restraint issues that the Legal Department would much prefer to avoid – especially in the possible context of passing on religious expression.

The Legal Department has asked that New Vision's PSO be placed on the May 20, 2020, agenda as an item of Other Business to consider amending the Commission's approval to delete the requirement that the mural be brought back to the Commission.

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ORDINANCE 20-OZ-13 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 30 acres along North Thompson Lane, West College Street, and West Northfield Boulevard as Planned Signage Overlay (PSO) District; New Vision Baptist Church, applicant [2020-403].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map to Planned Signage Overlay (PSO) District in addition to its Single-Family Residential Fifteen (RS-15) Zoning.

SECTION 2. That from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as a Planned Signage Overlay (PSO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the Master Signage Plan filed by the applicant, and the conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request; and, that the City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
A8A2035551F9401...
Adam F. Tucker
City Attorney

SEAL

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5/4/2020 3:34:31 PM #1

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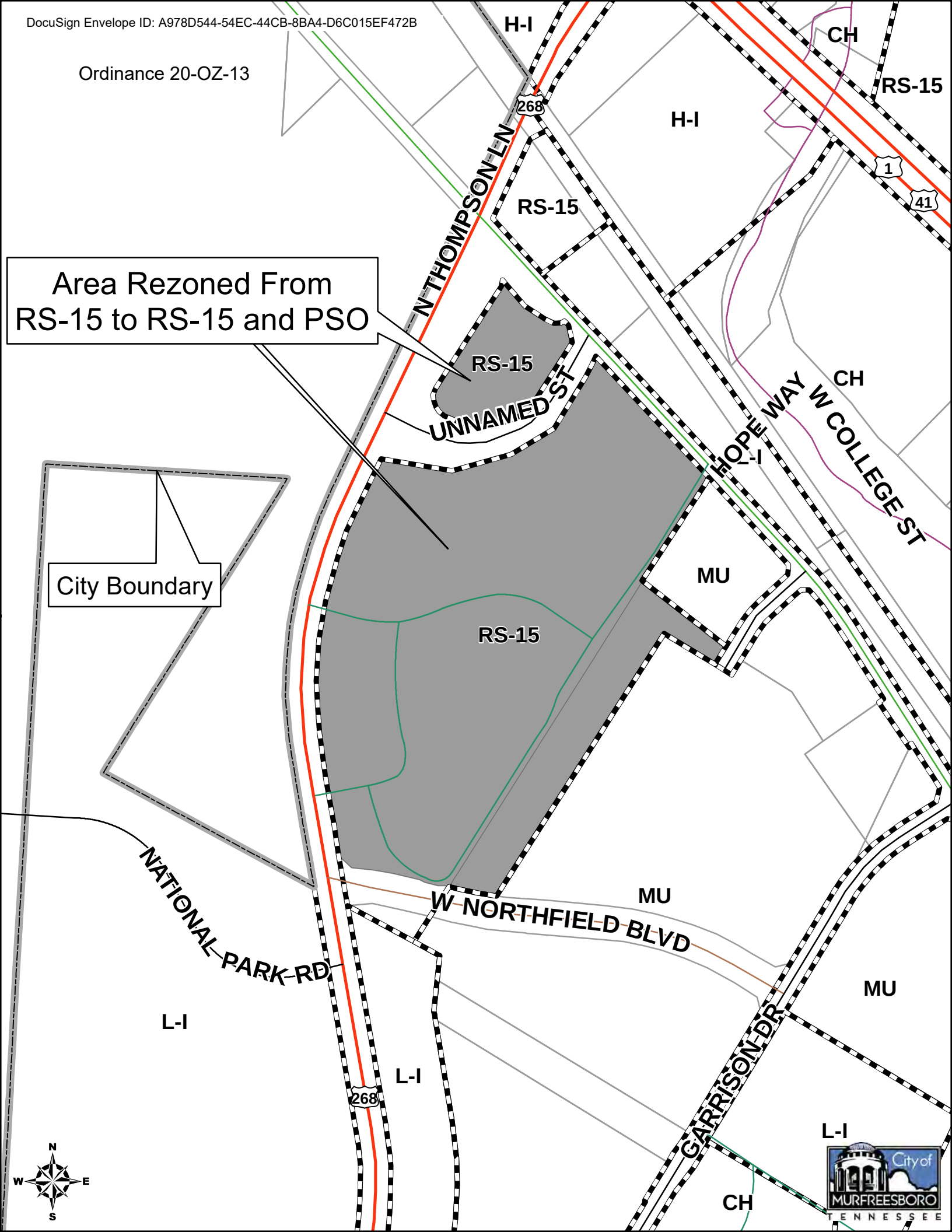
Ordinance 20-OZ-13



COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Rezoning property along North Rutherford Boulevard [Public Hearing Required]
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Rezone approximately 1.44 acres located at the northeast corner of North Rutherford Boulevard and Gold Valley Drive.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Masterson Homes, Inc. presented a zoning application [2019-435] for approximately 1.44 acres located at the northeast corner of North Rutherford Boulevard and Gold Valley Drive to be rezoned from PCD (Planned Commercial District) to PRD (Planned Residential District). During its regular meeting on April 22, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable a small residential development on a parcel of land that has drawn little interest in its development since it was zoned to PCD in 2008.

Attachments:

1. Ordinance 20-OZ-14
2. Maps of the area
3. Planning Commission staff comments from 04/22/2020 meeting
4. Planning Commission minutes from 04/22/2020 meeting
5. Rutherford Corner PRD pattern book
6. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 22, 2020
PROJECT PLANNER: AMELIA KERR

4.b. Zoning application [2019-435] for approximately 1.44 acres located at the northeast corner of Gold Valley Drive and North Rutherford Boulevard to be rezoned from PCD to PRD (Rutherford Corner PRD), Masterson Homes, Inc. applicant.

The subject property is located at the northeast corner of Gold Valley Drive and North Rutherford Boulevard. Garrison Creek runs through the west side of the subject property. The property consists of 1.44 acres and is identified as Tax Map 81N, Group B, Parcel 1.00 and a portion of Tax Map 81, Parcel 81.01. The property is currently undeveloped and zoned PCD (Planned Commercial District). In 2008, the applicant applied for and was approved for PCD zoning to include a two-story office building with surface parking, but since that time the property has remained vacant. The applicant now wishes to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of an 8-unit townhouse development tentatively named Rutherford Corner. The proposed gross density would be 5.56 dwelling units per acre.

The development would have direct access to Gold Valley Drive via a single access point. No connections to neighboring properties are proposed. The proposed development would include three buildings; one building having two two-story townhouse units and two buildings each having three two-story townhouse units. Each unit will have a one 1-car garage and a one 1-car driveway. The development would include an additional nine surface parking spaces for residents and their guests for the eight two-bedroom townhomes. In order to meet the Zoning Ordinance parking requirement of 18 parking stalls, these garages must be dedicated for the parking of motor vehicles only. Primary exterior materials include brick, stone veneer, and cementitious siding. Setbacks for the development would be 35 feet on the front facing North Rutherford Boulevard, 15 feet on the front facing Gold Valley Drive, and 20 feet on the side and rear. Amenities would include 0.90 acre of the 1.44 acres as open space and detention areas and a formal open space consisting of a paver plaza with a grilling station and bench seating.

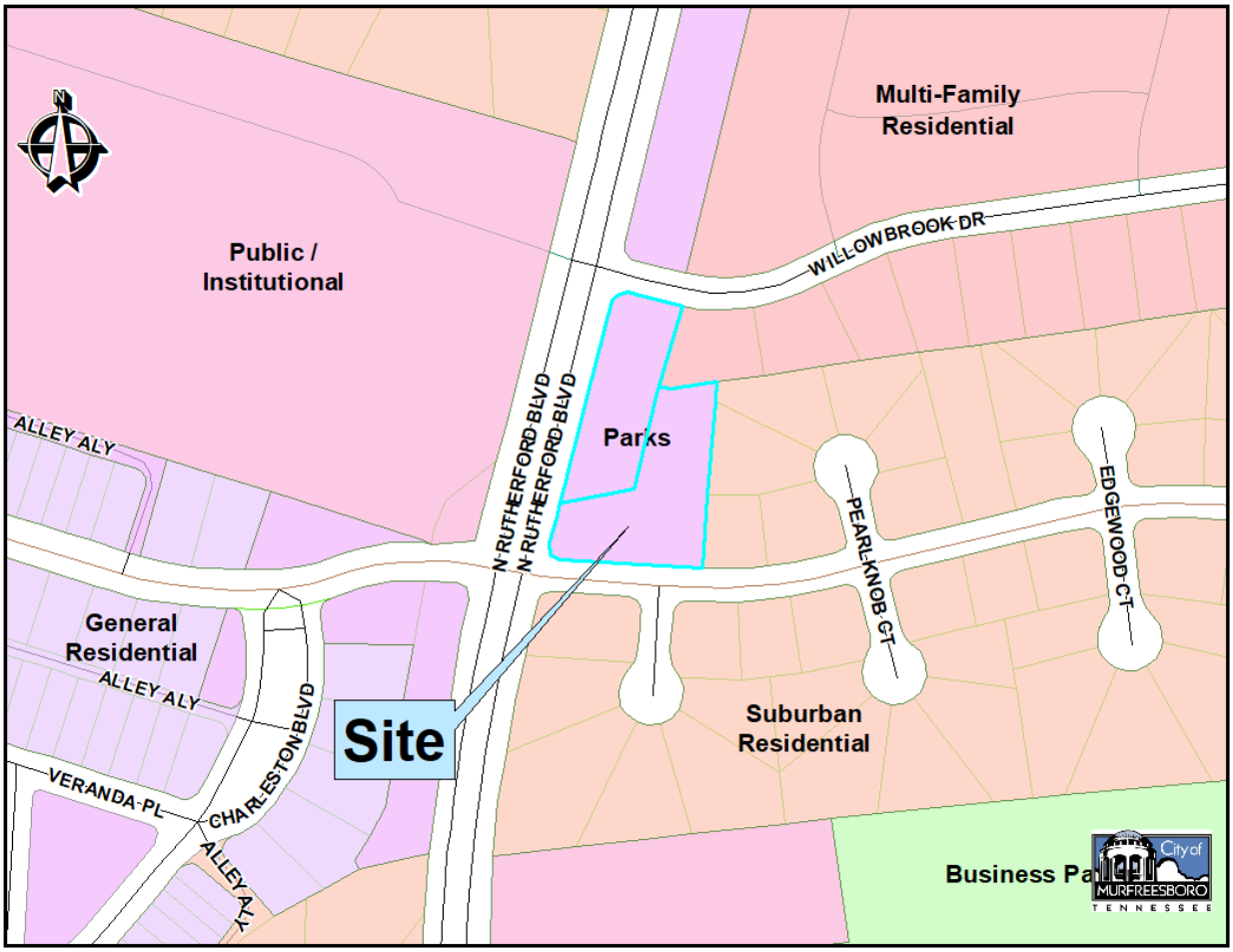
Adjacent Zoning and Land Uses

Surrounding zoning includes RS-10 (Single-Family Residential District) to the east and south, RM-12 (Multi-Family Residential District, 12 units per acre) to the northeast, and RS-15 (Single-Family Residential District) to the west across North Rutherford Boulevard. Adjacent land uses include the Wood Chase single-family

residential subdivision to the east and south and the Cottages of Willowbrook multi-family residential development to the north. The proposed development would include a twelve-foot Type C buffer along the northern and eastern boundaries shared with the Wood Chase subdivision and along the western property line.

Future Land Use Map

The future land use map of the *Murfreesboro 2035 Comprehensive Plan,* which was adopted in July 2017, recommends that "Parks" is the most appropriate land use character for the subject property, as shown on the map below. Staff is not sure why this recommendation was made in the future land use map. However, it would appear likely that the recommendation was building upon the existence of Garrison Creek on the property.

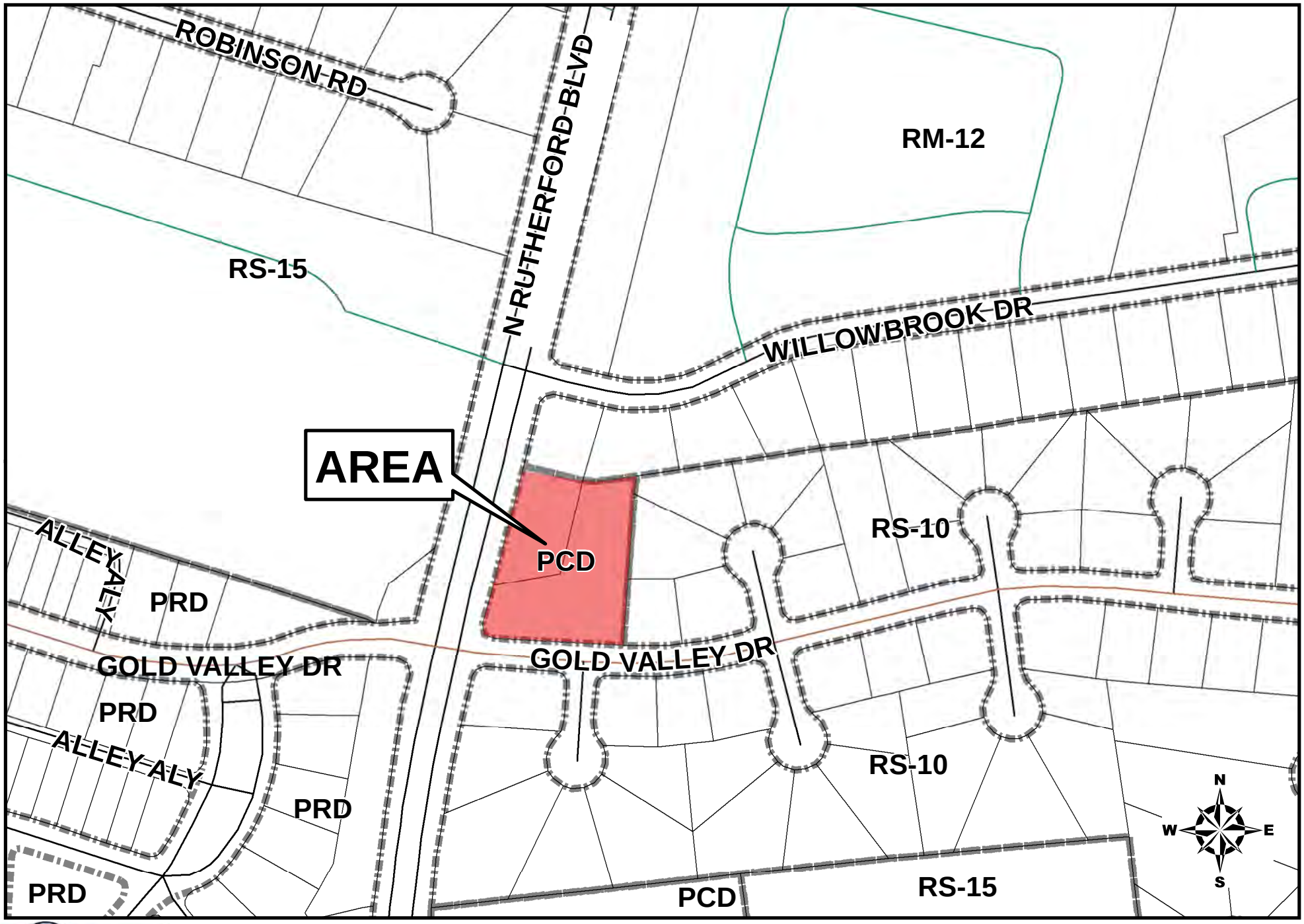


The development is more consistent with the "Auto Urban (General) Residential" land use character. The characteristics of ""Auto Urban (General) Residential"" include detached residential dwelling units or attached residential dwellings with compatibility and open space requirements, less openness and separation

between dwellings, front yard consumed by driveway and off-street parking and at a density of 3.54 to 8.64 dwelling units per acre. The proposed single-family residential attached use in this PRD request is not consistent with the “Parks” land use character. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.

Action Needed

A copy of the pattern book has been included in the agenda materials. The applicant will be available at the Planning Commission meeting to make a presentation regarding the proposed rezoning and to answer questions. The Planning Commission needs discuss this matter, conduct a public hearing and formulate a recommendation to City Council.



Zoning Request for Property Along North Rutherford Boulevard and Gold Valley Drive
PCD to PRD (Rutherford Corner PRD)

0 100 200 400 600 800 Feet

City of MURFREESBORO TENNESSEE

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

Zoning Request for Property Along North Rutherford Boulevard and Gold Valley Drive
PCD to PRD (Rutherford Corner PRD)

0 100 200 400 600 800 Feet

City of MURFREESBORO TENNESSEE

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

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

TENNESSEE

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: Masterson Homes, Inc. c/o David Masterson

Address: 3125 Old Salem Road City/State/Zip: Murfreesboro, TN 37128

Phone: 615-394-8976 E-mail address: mastersonhomes@gmail.com

PROPERTY OWNER: David Masterson

Street Address or property description: 3125 Old Salem Road

and/or Tax map #: 81N Group: B Parcel (s): 1.00

Existing zoning classification: PCD

Proposed zoning classification: PRD Acreage: 1.44 Acres

Contact name & phone number for publication and notifications to the public (if different from the applicant): Rob Molchan 615-890-7901

E-mail: rmolchan@sec-civil.com

APPLICANT'S SIGNATURE (required):

DATE: 9-12-19

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

RUTHERFORD CORNER

REQUEST FOR REZONING FROM A PCD TO A PRD

Murfreesboro, Tennessee

Initial Submittal
February 13, 2020

Resubmittal
March 4, 2020 for the March 18, 2020
Planning Commission Workshop

Resubmittal
March 30, 2020 for the April 22, 2020
Planning Commission Public Hearing

Resubmittal
May 15, 2020 for the June 4, 2020
City Council Public Hearing

SEC, Inc.

SEC Project #07124

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SEC, Inc.

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

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name:	Masterson Homes, Inc.
Profession:	Developer & Builder
Attn:	David Masterson
Phone:	(615) 394-8976
Email:	mastersonhomes@gmail.com

3125 Old Salem Road
Murfreesboro, Tennessee 37128

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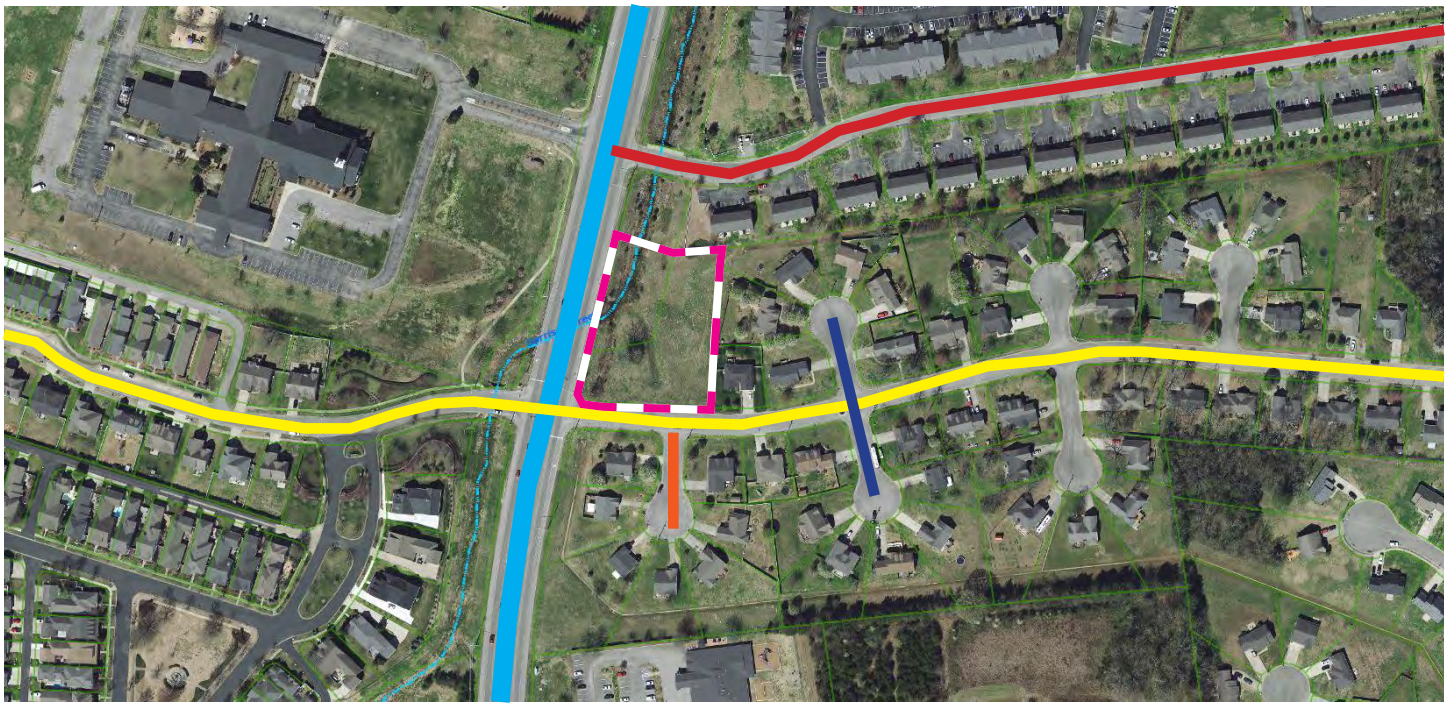


AERIAL PHOTOGRAPH

Not To Scale

North Rutherford Blvd

Gold Valley Drive

Willowbrook Drive

Pearlknob Court

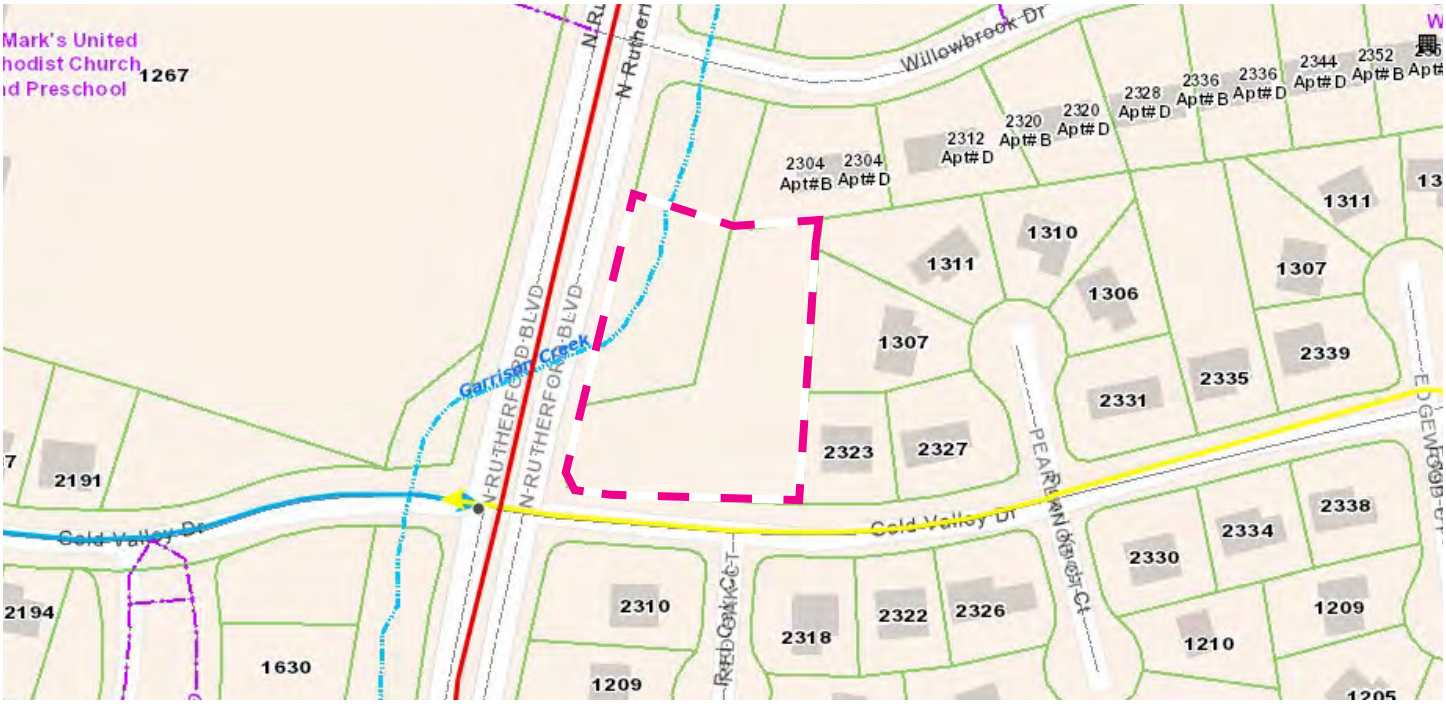
Red Oak Court

Site Boundary

Masterson Homes, Inc. respectfully requests rezoning of the David Masterson property located northeast of the intersection of Gold Valley Drive and North Rutherford Boulevard from a Planned Commercial District (PCD) to Planned Residential District (PRD) City of Murfreesboro to create Rutherford Corner. The property is identified as Parcel 1.00 of Tax Map 81N Group B, and is approximately 1.44 acres.

The original PCD was approved in 2008, which proposed the development as a two-story office building with surface parking. With the onset of The Great Recession, the PCD never gained any attraction from the business community. The property has sat vacant since 2008, and Masterson Homes feels that the proposed PRD will breathe new life into this property after all these years. Masterson Homes is a local home builder, that builds high quality single-family homes in Rutherford County. The proposed townhomes will continue the company's tradition of building well crafted homes for residents of Rutherford County.

Rutherford Corner will consist of three townhome buildings with a total of eight single-family attached townhome units on 1.44 acres, for a density of 5.56 dwelling units per acre. The townhome units will be sold under a horizontal property regime. The proposed townhomes will range in size from 1,500 sf. to 2,000 sf. All townhomes will have a maximum of 2 bedrooms. Each townhome unit will have a one-car garage and driveway parking space, with additional surface parking spaces provided for residents and guests. The townhome elevations will be constructed of a mixture of masonry materials to add quality and character to the community. Foundation plantings will be placed along the front of each townhome building, with sod in the common open space areas. The vehicular parking area will be private, and will have sidewalks to provide pedestrian connectivity to the common open spaces. Common areas include; building exteriors, driveways, sidewalks, private parking areas, landscaping, signage, open spaces elements, mail kiosk, stormwater facilities, will be owned and maintained by the H.O.A.



2040 MAJOR THOROUGHFARE PLAN

Not To Scale

Community Collector

Residential Collector

Major Arterial

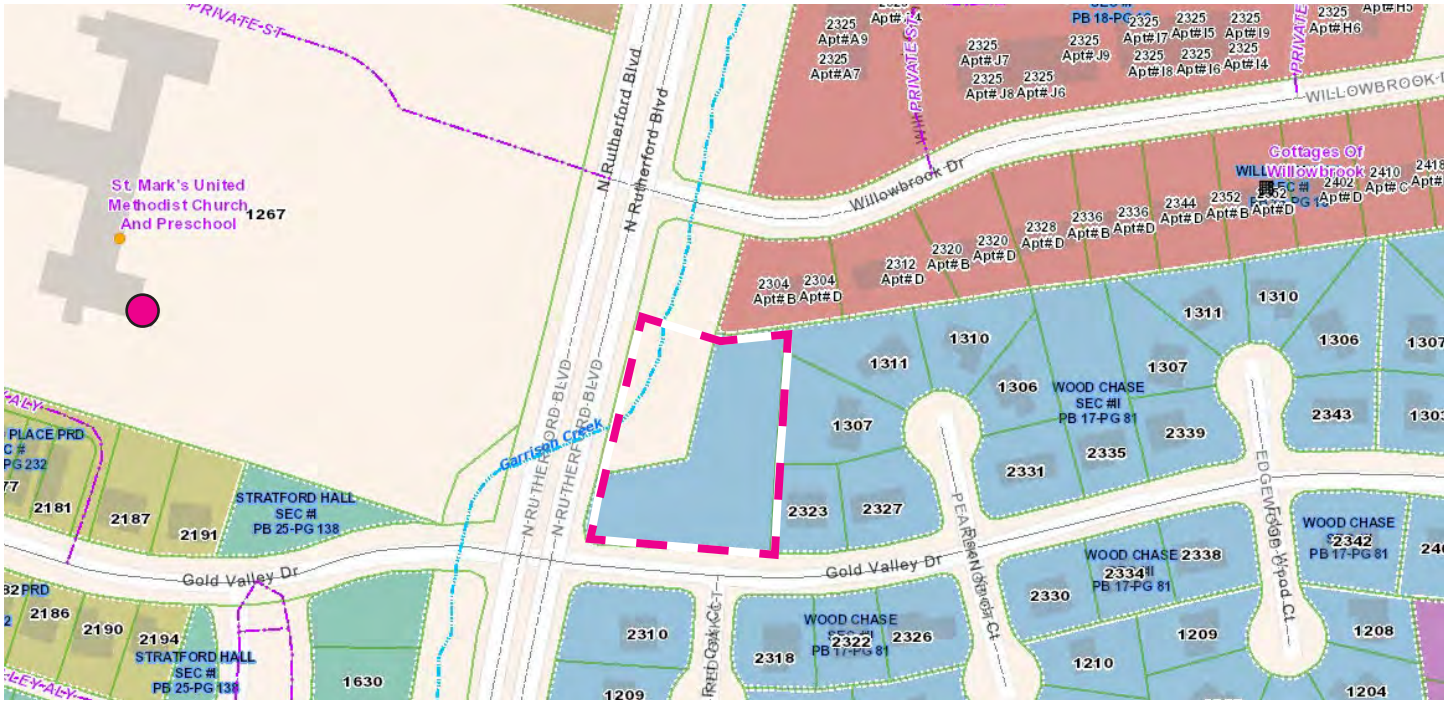
Site Boundary

The property has/will have direct access to the existing public rights-of-way of Gold Valley Drive via an access drive. Gold Valley Drive connects the development directly to North Rutherford Boulevard. No roadways around the property are slated for improvements as per the 2040 Murfreesboro Major Thoroughfare Plan.

Approximate Site Location

Murfreesboro 2035 Land Use Plan

The Murfreesboro 2035 Land Use Plan has this area to be developed as Auto-Urban (General) Residential Character (AUR). The land use plan recommends this site to have a maximum density of 8.64 units per acres. This land use recommends detached and attached housing types that are significantly influenced by automobiles. The proposed development is well under the recommended density at 5.56 units per acre, provided multiple 2-story multi-family buildings that are oriented internally around a centralized parking court. The fronts of the structures are facing away from parking and drives. Overall this proposed PRD closely follows the recommend use as per the Murfreesboro 2035 Land Use Plan.



SUBDIVISION MAP

Not To Scale

- Wood Chase
- Willowbrook
- Stratford Place PRD
- Stratford Hall
- St. Mark's United Methodist Church
- Site Boundary

Rutherford Corner is surrounded by a mixture of residential subdivisions. Wood Chase is directly east and south of this development, and consists of one and two story single-family detached homes. The exterior elevations consist of primarily vinyl siding with brick accents. Some units have all brick fronts as well. North of the development are townhomes in the Cottages of Willowbrook subdivision. These townhomes are two-story with all vinyl elevations. St. Marks United Methodist Church is located to the west across North Rutherford Boulevard. Stratford Hall Subdivision and Stratford Place PRD are located to the southwest across North Rutherford Boulevard. These developments consist of a mixture of cottage style homes with alley loaded garages. The homes range from one to two stories and vary in architectural articulation, with a mixture of exterior materials.

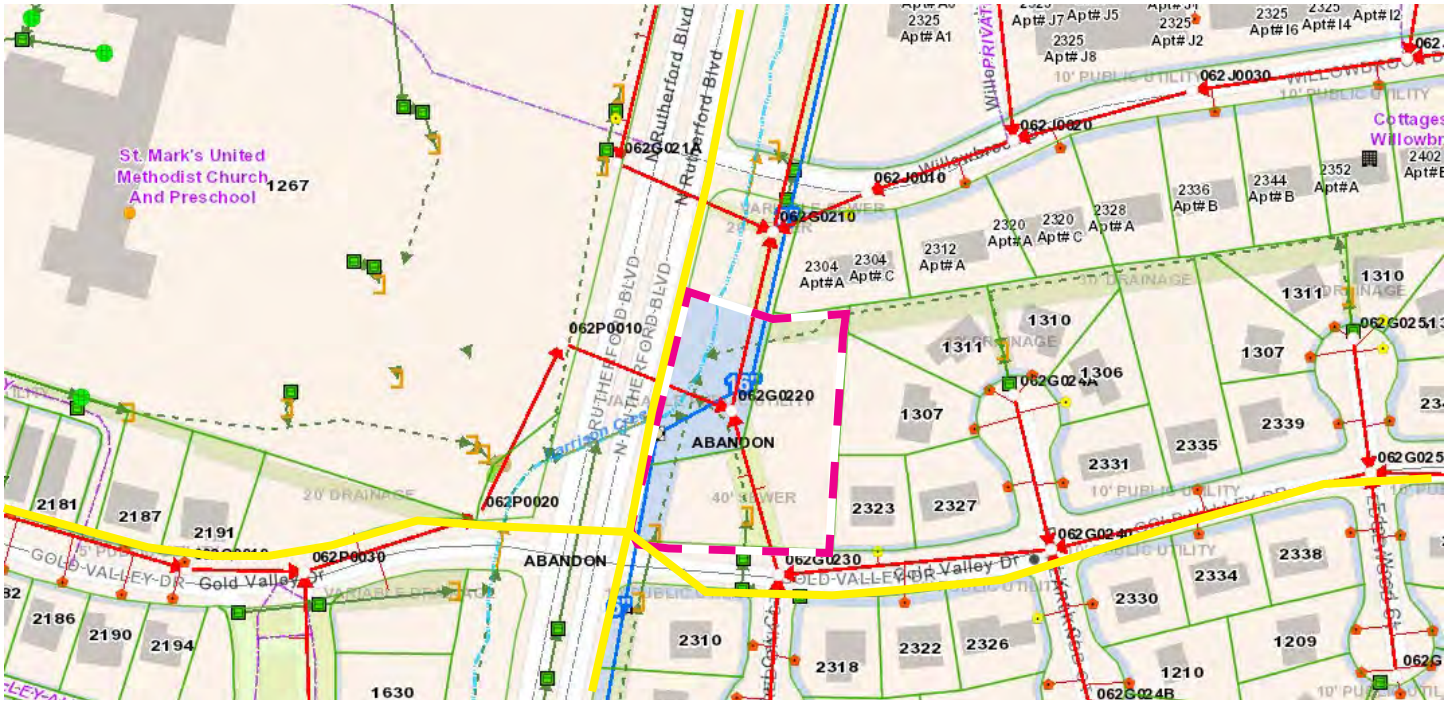
ZONING MAP

Not To Scale

- RS-10 Residential Single-Family (RS-10)
- RM-12 Residential Multi-Family (RM-12)
- RS-15 Residential Single-Family (RS-15)
- PCD Planned Commercial Development (PCD)
- PRD Planned Residential Development (PRD)

Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The Wood Chase subdivision to the east and south of the proposed development is zoned RS-10. Cottages of Willowbrook located to the North of the property is zoned RM-12. St. Marks United Methodist Church to the west of the site is zoned RS-15. The Stratford Hall and Stratford Place subdivision are zoned Planned Residential District (PRD).



UTILITY MAP

Not To Scale

WATER

SEWER

STORMWATER

ELECTRIC

Site Boundary

City of MURFREESBORO TENNESSEE WATER RESOURCES

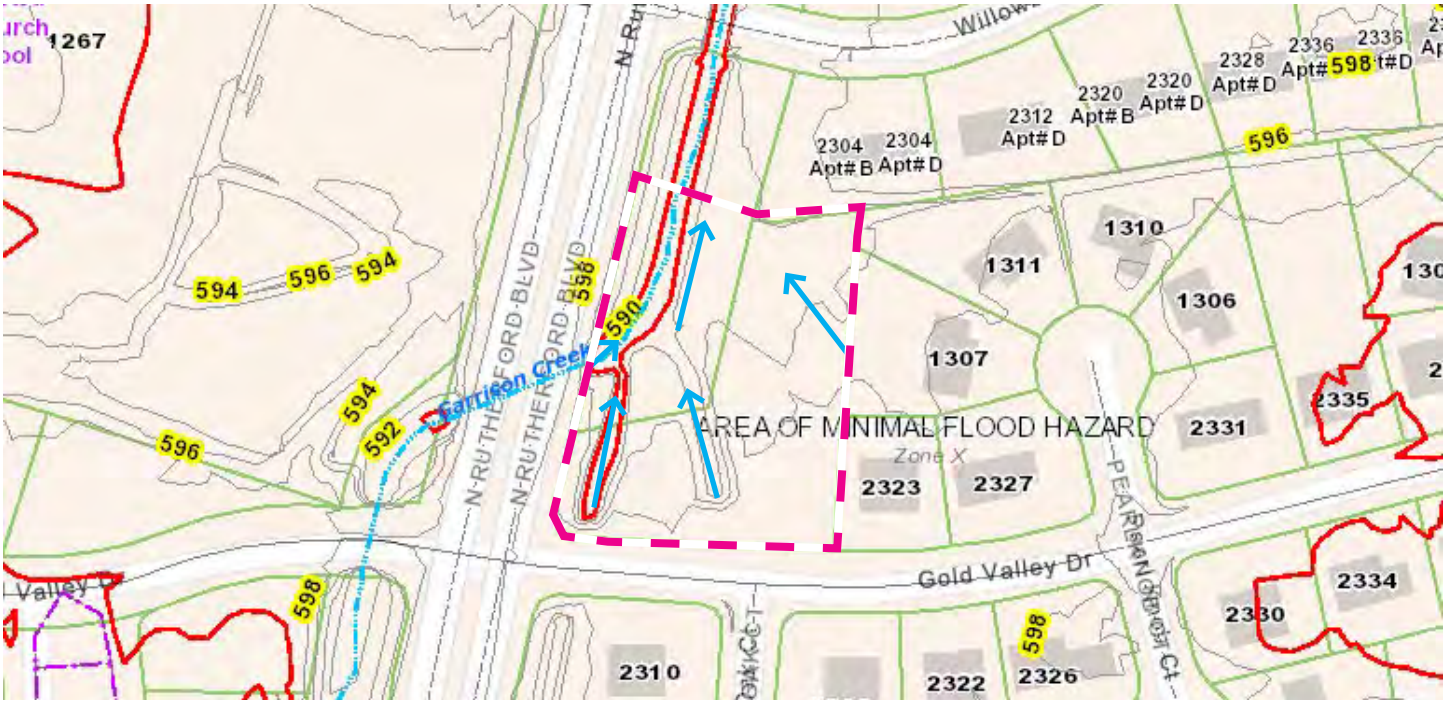
Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 15" gravity sewer line running through site. The developer will be responsible for connecting to the sewer into this property.

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

Water Services will be provided by the Consolidated Utility District of Rutherford County. Water services can connect to the existing 20" water line on the west side of the property. The developer will be responsible for connecting to the waterline into the site for domestic and fire services.

MURFREESBORO ELECTRIC DEPARTMENT

Electric service will be provided by the Murfreesboro Electric Company. Service will be extended from Gold Valley Road. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

INTERMEDIATE CONTOURS

INDEX CONTOURS

Site Boundary

The topographic map above shows the site's topographic high point generally at the south eastern corner of the property. From this high point, the property drains towards the northwest to Garrison Creek, which runs alongside North Rutherford Boulevard as it flows to the north. This property lies within Zone 'X' and is not within FEMA Floodways or Floodplains as per FEMA Panel 47149C0280H.

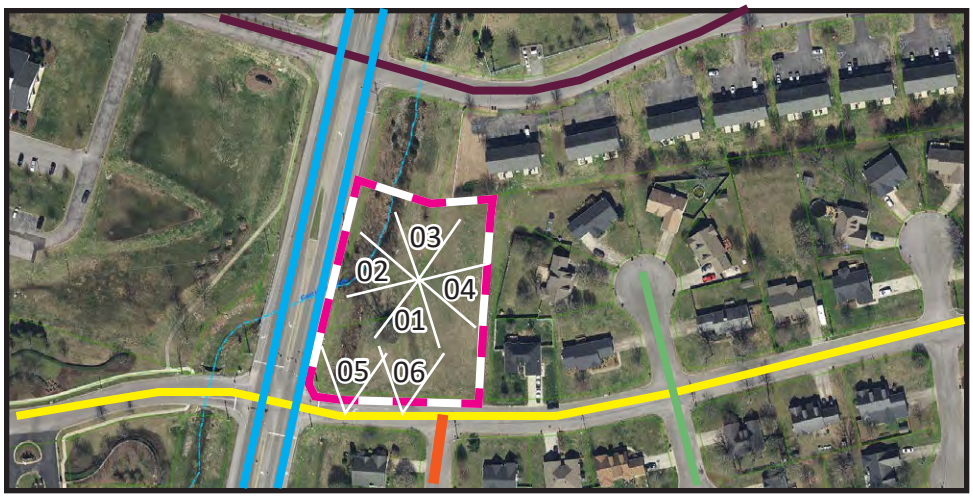


PHOTO DIRECTION MAP

Not To Scale

North Rutherford Blvd

Gold Valley Drive

Willowbrook Drive

Pearl Knob Court

Red Oak Court

Site Boundary

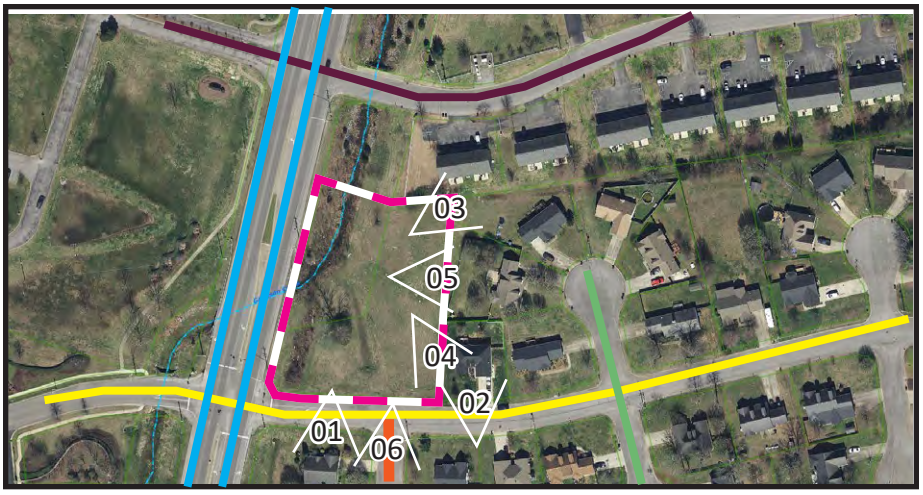


PHOTO DIRECTION MAP

Not To Scale

North Rutherford Blvd

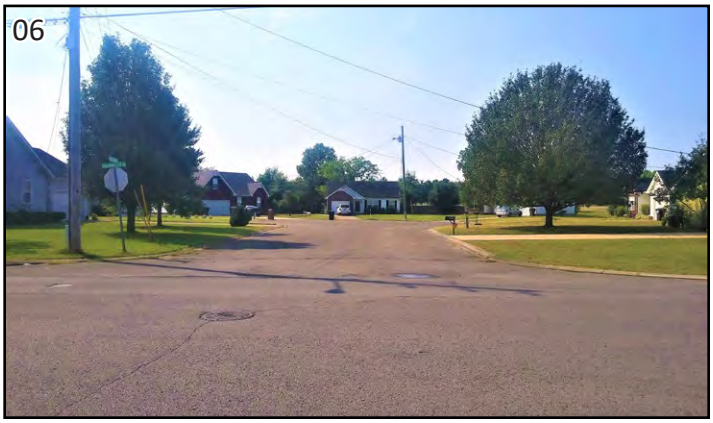
Gold Valley Drive

Willowbrook Drive

Pearl Knob Court

Red Oak Court

Site Boundary



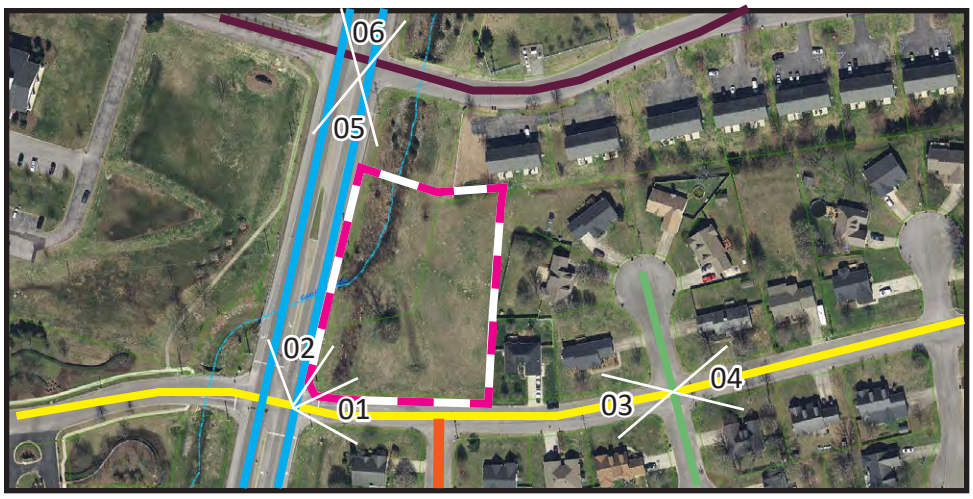


PHOTO DIRECTION MAP

Not To Scale

- North Rutherford Blvd
- Gold Valley Drive
- Willowbrook Drive
- Pearl Knob Court
- Red Oak Court

Site Boundary

Project Data:

Total Land Area:	±1.44 Acres
Total Number of Units:	8 Units
Yield: 8 Units/1.44 Acres =	±5.56 Units/Acre
Total Open Space Required:	±0.29 Ac. (20%)
Total Open Space Provided:	±0.94 Ac. (65%)
Usable Open Space:	±0.90 Ac. (62%)
Detention Areas:	±0.04 Ac. (3%)
Formal Open Space Required:	±0.07 Acres (5.0%)
Formal Open Space Provided:	±0.07 Acres (5.0%)
Parking Required:	
Required: 8 (2 BR Units) x 2.2 =	18 Spaces
Garage/Driveway Parking Provided:	16 Spaces
Additional Parking Provided:	9 Spaces
Total Parking	25 Spaces (+7)

- Detention Ponds
- Open Space
- Garrison Creek
- Sidewalks
- Roadway
- Pavers
- Stream Buffer

Exceptions:

- Garages to be used for vehicular parking only, and may not be used for household storage.

SEC, Inc.

SEC Project #07124 Murfreesboro, Tennessee

0' 40' 80' 120'

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 2-stories
- All units will have at least 2 bedrooms
- All the units will have eaves
- All units will have a patio area at the rear of the unit
- Patios will be screened with a 6-foot tall white vinyl privacy fence between units
- Townhome buildings will have architectural articulation to add character to the buildings.

Minimum Building Setbacks:

Front:

North Rutherford Boulevard: 35-feet from the R.O.W.
Gold Valley Drive: 15-feet from the R.O.W.

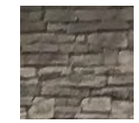
Side: 20-feet, 10-feet between buildings

Rear: 20-feet

Building Materials:

Front Elevations: All Masonry Materials (Brick, Stone, Cement Board Siding)
Cement Board Siding in the Dormers/Gables
Side Elevations: Cement Board Siding
Rear Elevations: Cement Board Siding

Example of Brick
(although the appearance will generally be consistent with this example, slight variations of colors, cuts, and patterns will be allowed)



Example of Stone Veneer
(although the appearance will generally be consistent with this example, slight variations of colors, cuts, and patterns will be allowed)

Example of Fiber Cement Board Siding
(although the appearance will generally be consistent with this example, slight variations of colors will be allowed)

Example of Fiber Cement Board and Batten
(although the appearance will generally be consistent with this example, slight variations of colors will be allowed)

FRONT ELEVATION "A"

RIGHT SIDE ELEVATION

FRONT ELEVATION "C 1"

REAR ELEVATION

LEFT SIDE ELEVATION

REAR ELEVATION

FRONT ELEVATION "C 2"

Building Elevations
(the appearance of the final building elevations will generally be consistent with these elevation examples shown on this page. Slight variations of the final exterior elevation design elements, and exterior building materials such as colors, cuts, and patterns will be allowed)

Development Standards:

- 8 townhome units with a maximum of 2 bedrooms per unit.
- The units will be a minimum of 1,250 feet of living area.
- All units will be sold under a horizontal property regime
- The Entrance off of Gold Valley Drive will have a masonry monument sign on one side of the entrance.
- A 10 foot Landscape Buffer will be constructed along the eastern boundary of the site adjacent to Wood Chase subdivision.
- Builders shall install sod and landscaping along foundations.
- There shall be a minimum 3-foot wide landscape bed located along the side elevations of each townhome building that face the internal parking court and along the front elevations of each townhome building.
- All mechanical equipment (i.e. hvac and transformers) to be screened by either landscaping or a fence, and will be located along the side and rear elevations of the townhome buildings.
- All on-site utilities will be underground.
- Solid waste will be provided by a private hauler, and trash carts will be stored in a screened-in storage area.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture, and be at least 6 feet tall with opaque gates and enhanced with landscaping
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- HOA will be managed by independent 3rd party management company
- The exteriors of the buildings and common spaces will be maintained by an H.O.A.
- Vehicular parking areas will be private and maintained by the H.O.A.
- Parking for the residential units will comply with the City of Murfreesboro Parking Requirements. Garages to be used for vehicular parking only, and may not be used for household storage.
- Mail service will be provided via Centralized Mail Kiosk for all postal deliveries.
- On-site lighting will comply with the minimum and maximum city standards to prevent light pollution, and will be provided by MED.

Example of Mail Kiosk

Example of Trash Cart Enclosure

Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Gold Valley Drive is the thoroughfare providing access to the development. It is currently built as a 2 lane cross-section with curb and gutter with no sidewalks.

As stated above, the primary means of ingress/egress from this site will be onto Gold Valley Drive. The entrance is proposed to incorporate two travel lanes for proper circulation into and out of the development onto Gold Valley Drive at the existing intersection with Red Oak Court. Gold Valley Drive will allow residents direct access to North Rutherford Boulevard, Old Lascassas Road, and Lascassas Pike.

The vehicular access drive and parking area within the development will be privately owned and maintained by the H.O.A.

LOCATION MAP - OPEN SPACE AND AMENITIES Not To Scale

A Formal Plaza Space

B Grilling Station

C Mail Kiosk

D Entry Sign

Rutherford Corner will be dedicating over 0.90 acre (over 60% of the site) to open space. The open space areas will be comprised of usable open space and detention areas. The usable open space will include a paver plaza, an outdoor grilling station, and metal bench seating areas around the plaza. The entrance at Golden Valley Drive shall incorporate a masonry sign that will be anchored with landscaping.

Example of Shaded Seating Area

Example of Entrance Signage

Example of Outdoor Patio and Grilling Area

Example of Seating Areas

not to scale

LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES

(A)

(B)

(A) Ulmus parvifolia 'Emer II'/ 'Emer II' Alle Elm
(B) Zelkova serrata 'Green Vase'/ Sawleaf Zelkova
(C) Buxus x 'Green Mountain'/ Boxwood
(D) Prunus laurocerasus 'Otto Luyken'/ Luykens Laurel
(E) Lagerstroemia indica 'GAMAD VI'/ Berry Dazzle Crape Myrtle
(F) Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass
(G) Liriope spicata 'Silver Dragon'/ Creeping Lily Turf
(H) Setcreasea pallida 'Purple Heart'/ Purple Heart Setcreasea
(I) Iberis sempervirens 'Little Gem'/ Little Gem Candytuft
(J) Liriope muscari 'Variegata'/ Variegated Lily Turf
(K) Magnolia grandiflora 'D.D. Blanchard' TM/ Southern Magnolia
(L) Thuja standishii x plicata 'Green Giant'/ Green Giant Arborvitae
(M) Cryptomeria Japonica 'Radicans'/ Japanese Cedar
(N) Viburnum x pragense/ Prague Viburnum
(O) Prunus laurocerasus 'Schipkaensis'/ Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER

LANDSCAPE BUFFER: EVERGREEN TREES

(K)

(L)

(M)

LANDSCAPE BUFFER: EVERGREEN SHRUBS

(N)

(O)

The grounds of Rutherford Corner have been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided on Pages 18 and 19.

Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- The eastern perimeter of the property will have a 10-foot wide landscape buffer consisting of a single stagger row of evergreen trees that shall be 6’ tall at time of planting.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture, and be at least 6 feet tall with opaque gates and enhanced with landscaping
- The sides that face the internal parking court and the fronts at the base of buildings will have at least 3-foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: See maps on Pages 4 through 9 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits are shown on Page 9 that shows the existing contours and drainage patterns along with an aerial photograph of the area.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on Page 4 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: See Pages 13 and 15 for lists of standards and exhibits showing the concept plan which shows each of these items.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: See Pages 13 and 15 lists standards and exhibits showing the concept plan which shows each of these items.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	62,514 s.f.
TOTAL MAXIMUM FLOOR AREA	15,400 s.f.
TOTAL LOT AREA	62,514 s.f.
TOTAL BUILDING COVERAGE	8,500 s.f.
TOTAL DRIVE/ PARKING AREA	11,058 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	51,456 s.f.
TOTAL OPEN SPACE	41,016 s.f.
FLOOR AREA RATIO (F.A.R.)	0.25
LIVABILITY SPACE RATIO (L.S.R.)	0.69
OPEN SPACE RATIO (O.S.R.)	0.86

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned PCD. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in one phase. Construction to begin within 90-120 after rezoning.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 15.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions with this PRD.

SETBACKS	RS-A Type 2	PRD	DIFFERENCE
North Rutherford Boulevard	45.0' **(*)**	35.0'	-10.0'
Gold Valley Drive	35.0'	15.0'	-20.0'
Side Setback	5.0'	20.0'	+15.0'
Rear Setback	20.0'	20.0'	0.0'
Minimum Lot Size	2,000 Sf.	NA	NA
Minimum Lot Width	20.0'	NA	NA

(*) Ordinance - Chart 2 Endnotes

1. The minimum yard set forth on Chart 2 shall be required unless the property abuts a major arterial road identified as such by the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time, in which case the minimum front yard for a residential structure shall be that set forth on Chart 2 plus an additional ten feet.

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0280H Eff. Date 01/05/2007.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 5 & 16 discusses the Major Thoroughfare Plan.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Masterson Homes, Inc. contact info for both is provided on the inside of the front cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 14 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 15 and a description is on Page 17.

Minutes of the Murfreesboro Planning
Murfreesboro Planning Commission
April 22, 2020

6:00 PM

Members Present
Kathy Jones, Chair
Ken Halliburton, Vice-Chairman
Jennifer Garland
Ronnie Martin
Warren Russell
Chase Salas
Eddie Smotherman

Staff Present
Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Austin Cooper, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev. Services Exec. Director
Teresa Stevens, Sign Administrator

Chair Kathy Jones called the meeting to order. She stated that in accordance with Executive Order No. 16 issued by Governor Bill Lee, the Murfreesboro Planning Commission April 22, 2020 meeting would be conducted electronically and there would not be physical public access to the meeting as necessary to protect public health, safety and welfare in light of the coronavirus. The public may view the meetings electronically through Murfreesboro CityTV which is broadcast on Comcast Xfinity Channels 3 and 1094 and on AT&T U-verse Channel 99. The meeting can also be streamed on Roku, YouTube, Facebook, and the City's website.

Continuing, Chair Kathy Jones stated this information had been properly advertised to the public and the instructions were given in the advertisement on how the public could telephone to participate in this meeting.

Chair Kathy Jones called the meeting to order and requested for a roll call vote for the determination of a quorum. Based on the roll call, it was determined that a quorum was present.

Present: **Jennifer Garland**
Ken Halliburton
Ronnie Martin
Warren Russell
Chase Salas
Eddie Smotherman
Kathy Jones

Absent: **None**

Mr. David Ives stated he would work with the applicant and the Building & Codes staff to address the concerns being discussed to provide language regarding limitations for banners and flag signs while making certain it provides the applicant opportunities for their events as needed. Ms. Regina Thompson stated she would work with the church and City staff to address all concerns that have been mentioned.

Mr. Eddie Smotherman made a motion to approve subject to following:

- **Staff's participation on the revisions to be made in the applicant's pattern book for clarification on banners and flag signs.**
- **The final design for a mural should be presented to the Planning Commission for approval before it is placed on their metal building.**
- **The proposed changes to the language for banners and flag signs would be addressed during a Planning Commission day meeting.**
- **The applicant would not have to amend their PSO zoning for these changes.**

The motion was seconded by Mr. Ken Halliburton. Upon roll call the motion was passed by the following vote:

Aye: **Jennifer Garland**
Ken Halliburton
Ronnie Martin
Warren Russell
Chase Salas
Eddie Smotherman
Kathy Jones

Nay: **None**

Zoning application [2019-435] for approximately 1.44 acres located at the northeast corner of Gold Valley Drive and North Rutherford Boulevard to be rezoned from PCD to PRD (Rutherford Corner PRD), Masterson Homes, Inc. applicant. Mr. Matthew Blomeley

summarized the zoning application from the staff report, which had been provided to the Planning Commission in the agenda packet.

Mr. Rob Molchan of SEC, Inc. was in attendance to represent the application. Mr. Molchan began by explaining the details with a presentation from applicant's pattern book.

Chair Kathy Jones opened the public hearing. She made known that only one person had registered to speak on this request; however, they have not called in. Chair Kathy Jones closed the public hearing.

Chair Kathy Jones has questions from page 14 in the applicant's pattern book regarding the "examples of materials". Mr. Rob Molchan explained the examples for the materials was to make known their proposed color palette. During the site plan approval process the colors would be addressed with the architectural renderings. Mr. Matthew Blomeley made known staff would work with Mr. Molchan on the language in the pattern book regarding the "examples of materials."

Mr. Eddie Smotherman asked if the units are to be for-sale townhomes and whether it would be developed using a Horizontal Property Regime with a Homeowner's Association and that it would not be developed as apartments. Mr. Molchan answered that is correct, the information is in the applicant's pattern book on page 15.

Mr. Chase Salas made a motion to approve subject to all staff comments, seconded by Mr. Ken Halliburton. Upon roll call the motion was passed by the following vote:

Aye:	**Jennifer Garland** **Ken Halliburton** **Ronnie Martin** **Warren Russell** **Chase Salas** **Eddie Smotherman** **Kathy Jones**
Nay:	**None**

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ORDINANCE 20-OZ-14 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.44 acres located at the northeast corner of Gold Valley Drive and North Rutherford Boulevard from Planned Commercial Development (PCD) District to Planned Residential Development (PRD) District (Rutherford Corner PRD); Masterson Homes, Inc., applicant [2019-435].

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

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

SEAL

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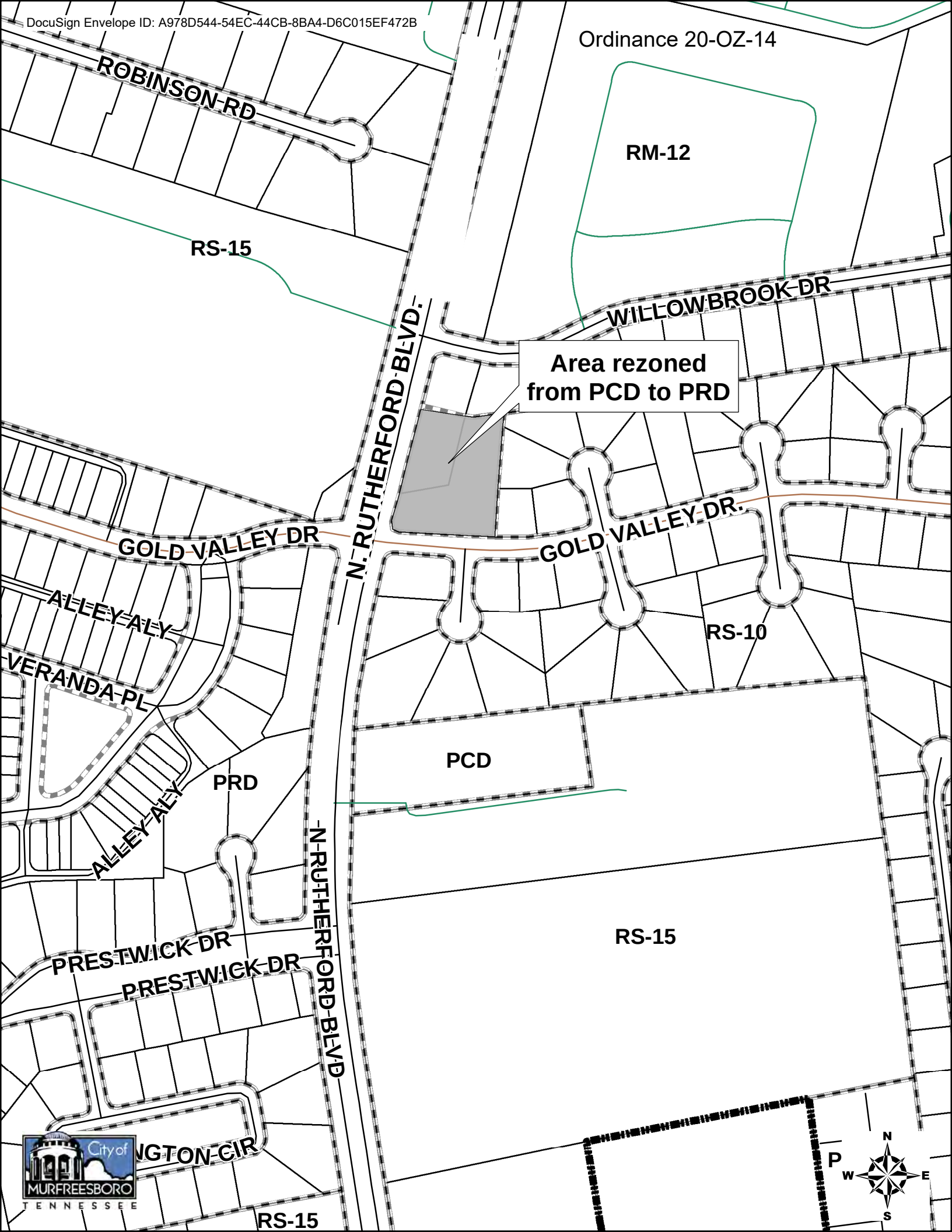
Ordinance 20-OZ-14



COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: FY21 Public Hearing and Related Ordinances

Department: Budget

Presented by: Erin Tucker

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Public comment regarding the proposed FY21 Budget information and consider ordinances for adoption of the FY21 Budget.

Staff Recommendation

Conduct public hearing regarding the FY21 Budget, approve Appropriations Ordinance 20-O-18 and Tax Rate Ordinance 20-O-19.

Background Information

The FY21 Budget was submitted to City Council on May 14, 2020. City Council held a special budget review session on May 21, 2020 regarding the significant assumptions and economic factors surrounding the FY21 Budget and expectations.

Council Priorities Served

Responsible budgeting

The FY21 Budget addresses the economic concerns related to the COVID-19 pandemic while maintaining a strong level of service to citizens. Further revenue analysis will be conducted throughout the fiscal year. Staff will continue to keep City Council informed of the economic conditions of the City and any expected deviations from the budget expectations.

Operational Issues

FY21 Budget approval is required before June 30, 2020 in order to continue operations beginning July 1, 2020.

Fiscal Impact

The FY21 Budget projects use of $4.7 million of Unassigned Fund Balance and $755,900 in various restricted and committed fund balances.

Attachments

1. FY21 Budget Ordinance 20-O-18
2. FY21 Tax Rate Ordinance 20-O-19

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ORDINANCE 20-O-18 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2020-2021, and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §§ 6-56-201 *et. seq.*, requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires the City first publish its proposed annual operating budget and that City Council then hold a public hearing on the proposed budget before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing held on June 4, 2020 and is prepared to adopt its financial plan for Fiscal Year 2020-2021.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2020 and ending June 30, 2021, including the payment of principal of and interest on bonds and other obligations of the City maturing in 2020-2021, for the City's General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

DocuSign Envelope ID: 988A4AD3-7526-401C-9957-7F5608180F45

(The FY 2018-2019 and 2019-2020 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 4. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 5. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the Fiscal Year 2020-2021, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the Fiscal Year 2020-2021, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the Fiscal Year 2020-2021 that may have already transpired at the effective date of this Ordinance as well as for the entire Fiscal Year 2020-2021.

SECTION 6. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the Fiscal Year 2020-2021 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 7. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2020-2021 at the earliest practicable time, the welfare of the City requiring it.

Passed:

_____
Shane McFarland, Mayor

1st reading _____

2nd reading _____

DocuSign Envelope ID: 988A4AD3-7526-401C-9957-7F5608180F45

ATTEST:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

SEAL

Ordinance 20-O-18
Exhibit A

City of Murfreesboro
2020-2021

	Actual 2018-2019	Estimated 2019-2020	Proposed 2020-2021
GENERAL FUND:			
REVENUES			
Local Taxes	$103,017,350	$118,055,252	$117,029,404
State of Tennessee	20,206,529	18,357,675	18,574,300
Federal Government	7,541,657	4,628,252	12,011,753
Other Sources	32,286,542	22,414,612	24,543,147
Reimbursements from Other Funds	2,352,838	2,611,217	2,806,000
Transfers In	3,010,519	3,200,000	0
Total Revenue & Transfers In	$168,415,435	$169,267,007	$174,964,604
EXPENDITURES			
Personnel Costs	76,179,662	82,054,755	83,631,518
Other Costs:			
Legislative	115,710	139,678	130,300
City Manager	109,877	1,024,035	805,050
Finance	273,356	269,213	338,650
Purchasing	16,166	15,710	22,850
Legal	72,428	127,072	165,800
Human Resources	185,112	248,282	171,100
Planning	73,778	136,672	232,000
Engineering	139,708	179,268	187,484
Facilities Maintenance	473,834	599,277	579,881
State Street Aid	5,033,481	4,470,000	4,801,500
Infrastructure	10,926,040	3,189,879	9,250,000
Transportation	1,526,926	1,631,080	3,741,419
Information Technology	1,238,590	1,559,894	1,631,472
Communications	160,940	192,541	186,650
Building and Codes	135,019	138,664	156,800
City Court	115,344	116,447	143,050
Police	4,762,108	4,745,709	6,411,416
Fire	2,544,310	2,697,964	2,579,664
Street	3,071,263	3,108,658	3,199,195
Civic Plaza	44,277	39,846	24,550
Parking Garage	75,596	64,650	62,600
Fleet Services	(602,269)	(668,642)	(625,918)
Park & Recreation	3,651,950	3,867,190	3,964,070
Golf	744,107	736,839	802,306
Solid Waste	1,730,729	2,676,201	3,396,148
Community Development	800,723	621,352	1,351,052
Strategic Partnerships	1,665,707	1,690,452	1,545,452
Transfers Out	6,608,272	7,918,258	8,033,103
Debt Service - Transfer Out	38,827,525	41,000,000	37,964,387
Miscellaneous	4,498,888	4,200,416	5,554,012
Total Expenditures & Transfers Out	$165,199,158	$168,791,360	$180,437,562
Beginning Fund Balance	$63,849,619	$67,065,896	$67,541,543
Ending Fund Balance	$67,065,896	$67,541,543	$62,068,585
DEBT SERVICE FUND:			
REVENUES			
Other Sources	$1,115	-	-
Transfers In	39,015,339	$60,795,074	$38,823,587
Total Revenue & Transfers In	$39,016,454	$60,795,074	$38,823,587
EXPENDITURES			
Other Costs	$35,024,869	$54,313,539	$32,471,284
Transfers Out	5,717,705	6,362,622	6,352,303
Total Expenditures & Transfers Out	$40,742,574	$60,676,161	$38,823,587
Beginning Fund Balance	$2,088,978	$362,858	$481,771
Ending Fund Balance	$362,858	$481,771	$481,771
AIRPORT IMPROVEMENT FUND:			
REVENUES			
State of Tennessee	$323,937	$487,157	$3,095,792
Federal Government	38,468	11,221	834,300
Transfers In	0	0	123,000
Other Sources	2,026,391	1,953,672	3,625,862
Total Revenue	$2,388,796	$2,452,050	$7,678,954
EXPENDITURES			
Personnel Costs	$261,148	$315,136	$521,337
Other Costs	1,893,931	$2,027,043	6,429,637
Transfers Out	150,000	$150,000	150,000
Total Expenditures & Transfers Out	$2,305,079	$2,492,179	$7,100,974
Beginning Fund Balance	$782,683	$866,400	$826,271
Ending Fund Balance	$866,400	$826,271	$1,404,251

City of Murfreesboro
2020-2021

	Actual 2018-2019	Estimated 2019-2020	Proposed 2020-2021
DRUG FUND:			
REVENUES			
Other Sources	$303,378	$160,429	$192,300
Transfers In	23,169	32,354	25,000
Total Revenue & Transfers In	$326,547	$192,783	$217,300
EXPENDITURES			
Other Costs	$520,897	$126,910	$215,900
Total Expenditures	$520,897	$126,910	$215,900
Beginning Fund Balance	$473,540	$279,190	$345,062
Ending Fund Balance	$279,190	$345,062	$346,462
INSURANCE FUND:			
REVENUES			
Other Sources	$17,566,423	$16,643,000	$17,473,600
Transfers In	0	0	0
Total Revenue	$17,566,423	$16,643,000	$17,473,600
EXPENDITURES			
Other Costs	$17,549,338	$19,538,000	$22,245,700
Total Expenditures	$17,549,338	$19,538,000	$22,245,700
Beginning Fund Balance	$8,237,370	$8,254,455	$5,359,455
Ending Fund Balance	$8,254,455	$5,359,455	$587,355
RISK MANAGEMENT FUND:			
REVENUES			
Other Sources	$3,738,919	$3,874,120	$4,301,855
Total Revenues	$3,738,919	$3,874,120	$4,301,855
EXPENDITURES			
Personnel Costs	$304,847	$0	$0
Other Costs	3,075,226	4,528,789	4,237,103
Total Expenditures	$3,380,072	$4,528,789	$4,237,103
Beginning Fund Balance	$3,070,874	$3,429,721	$2,775,052
Ending Fund Balance	$3,429,721	$2,775,052	$2,839,804
CAPITAL IMPROVEMENT FUND:			
REVENUES			
Other Sources	$5,338,400	$32,000	$133,360
Issuance of Debt	-	0	-
Total Revenue	$5,338,400	$32,000	$133,360
EXPENDITURES			
Other Costs	$1,781,548	$3,244,500	$1,606,160
Total Expenditures	$1,781,548	$3,244,500	$1,606,160
Beginning Fund Balance	$1,349,818	$4,906,670	$1,694,170
Ending Fund Balance	$4,906,670	$1,694,170	$221,370
LOAN/BOND FUND:			
REVENUES			
Other Sources	$1,285,137	$929,000	$500,000
Transfers In	-	-	-
Issuance of Debt	58,580,406	0	0
Total Revenue & Debt Issuance	$59,865,543	$929,000	$500,000
EXPENDITURES			
Other Costs	$44,340,652	$22,000,000	$42,000,000
Transfers Out	37,814	130,000	100,000
Total Expenditures & Transfers Out	$44,378,466	$22,130,000	$42,100,000
Beginning Fund Balance	$50,338,882	$65,825,959	$44,624,959
Ending Fund Balance	$65,825,959	$44,624,959	$3,024,959

Ordinance 20-O-18

EXHIBIT B

2020-2021 FUNDED POSITION COUNT

	2018/2019		2019/2020		2020/2021	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
DESCRIPTIONS	**FULL TIME**	**PART TIME**	**FULL TIME**	**PART TIME**	**FULL TIME**	**PART TIME**
DEPARTMENTS						
Mayor & Council	7		7		7	
City Manager	11	0	13		13	
Finance	18	1	18	1	18	1
Purchasing	2		2		2	
Facilities Maintenance	11	2	11	2	11	2
Information Technology	17	1	20	0	20	
Communications	5	1	6	0	6	
Legal	7		9		9	
Human Resources	7	1	10	0	10	
Planning	14	12	14	12	14	12
Transportation	24	6	25	8	25	8
Building & Codes	26		26		26	
City Court	6		6		6	
Police	324	46	350	46	350	46
Fire	235	2	236	3	236	3
Fleet Services	16		16		17	
Engineering *	14	0	14		14	
Urban Environmental *	0		0		0	
Street	51	8	51	8	51	8
Civic Plaza	1		1		1	
Recreation	84	282	90	282	90	282
Senior Citizens **	0	0	0	0	0	0
Golf	15	40	15	40	15	40
Solid Waste	42	0	43		43	
Community Development	1	1	1	1	1	1
Total General Fund	938	403	984	403	985	403
Risk Management Fund	3		0		0	
Airport Fund	3	8	3	8	3	11
	6	8	3	8	3	11
	944	411	987	411	988	414

** In FY 19, Street became a department and Urban Environmental was incorporated into it.*

*** In FY 19, Senior Citizens was incorporated into the Recreation Department.*

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ORDINANCE 20-O-19 providing for the levy and collection of a tax for the year 2020 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates.

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

SECTION 1.

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2020, and the estimates of revenues to be received by the City of Murfreesboro for the year 2020, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2020, the sum of One and 28.94/100 Dollars ($1.2894) on every hundred dollars worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property and shall be accomplished by rounding amounts ending in $0.01 to $0.49 down to the nearest dollar and amounts ending in $0.50 to $0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

SECTION 2. That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

SECTION 3.

(a) That all such taxes shall be and become past due and delinquent on and after January 1, 2021, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after January 1, 2021. Such interest shall be added to the amount of the said taxes and shall be paid by the taxpayer.

(b) All taxes remaining unpaid and delinquent on January 1, 2021, shall be promptly certified to the City's attorney handling tax collections as provided by the Charter of the City of Murfreesboro, unless such certification shall be delayed by resolution of the City Council for a period or periods of time beyond said date of January 1, 2021; and the costs fixed by the law of the State for collection of delinquent State or County taxes, shall be applied and added to the amount of such taxes, to be paid by the taxpayer on and after January 1, 2021, or on and after such period or

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periods of time to which said certification of such taxes to the City's attorney may be delayed or deferred by such resolution of the City Council.

SECTION 4. That this Ordinances take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	FY21 Budget Resolutions
Department:	Budget
Presented by:	Erin Tucker

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

FY21 Budget Resolutions.

Staff Recommendation

It is recommended that City Council approve the Resolutions for Water Resources, Stormwater Utility Management, City Schools, Evergreen Cemetery and Electric Department.

Background Information

The FY21 Budgets were submitted to City Council on May 14, 2020. City Council held a special budget review session on May 21, 2020 regarding these budgets.

Council Priorities Served

Responsible budgeting

The FY21 Budgets address the economic conditions and necessary expenditures of each of these funds.

Operational Issues

FY21 Budget approval is required before June 30, 2020 in order to continue operations beginning July 1, 2020.

Fiscal Impact

The FY21 City Schools Budget projects use of $3.1 million of the General Purpose School Fund Balance. The remaining budgets presented are balanced.

Attachments

1. 20-R-13 – Water Resources Department
2. 20-R-14 – Stormwater Utility Management
3. 20-R-15 – City Schools
4. 20-R-16 – Evergreen Cemetery
5. 20-R-17 – Murfreesboro Electric Department

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RESOLUTION 20-R-13 approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2020-2021.

WHEREAS, the Murfreesboro Water Resources Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Water Resources Department for the Fiscal Year 2020-2021, as adopted and recommended by the Murfreesboro Water Resources Board on April 28, 2020, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2020; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

Resolution 20-R-13
Exhibit A

WATER RESOURCES DEPARTMENT:

	Actual 2018-2019	Estimated 2019-2020	Proposed 2020-2021
REVENUES			
Other Sources	$ 67,643,618	$ 68,000,000	$ 65,675,000
Total Revenue	$ 67,643,618	$ 68,000,000	$ 65,675,000
EXPENDITURES			
Salaries	$ 7,811,742	$ 8,500,000	$ 9,150,000
Other Costs	33,936,606	31,850,000	34,050,000
Total Expenditures	$ 41,748,348	$ 40,350,000	$ 43,200,000
Beginning Fund Balance	$ 380,955,672	$ 406,850,942	$ 434,500,942
Ending Fund Balance	$ 406,850,942	$ 434,500,942	$ 456,975,942
Employee Positions	165	164	167
Employees - Part Time	5	5	6

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RESOLUTION 20-R-14 approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2020-2021.

WHEREAS, the Murfreesboro Water Resources Board recommended a proposed Stormwater Utility Management Fund budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Stormwater Utility Management Fund for the Fiscal Year 2020-2021, as adopted and recommended by the Water Resources Board on April 28, 2020, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2020; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

Resolution 20-R-14
Exhibit A

STORMWATER :

	Actual 2018-2019	Estimated 2019-2020	Proposed 2020-2021
REVENUES			
Other Sources	$ 3,093,279	$ 3,148,000	$ 3,160,000
Total Revenue	$ 3,093,279	$ 3,148,000	$ 3,160,000
EXPENDITURES			
Salaries	$ 379,000	$ 484,000	$ 498,700
Other Costs	2,372,799	2,308,000	2,351,300
Total Expenditures	$ 2,751,799	$ 2,792,000	$ 2,850,000
Beginning Fund Balance	$ 9,712,535	$ 10,054,015	$ 10,410,015
Ending Fund Balance	$ 10,054,015	$ 10,410,015	$ 10,720,015
Employee Positions	7	6	8
Employees - Part Time	0	0	0

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RESOLUTION 20-R-15 approving the budget of the Murfreesboro City Schools for the Fiscal Year 2020-2021, which budget includes the general purpose fund, the extended school program fund, the federal and state program funds, the cafeteria fund, and the debt service fund.

WHEREAS, the Murfreesboro City School Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds including the Murfreesboro City Schools; and,

WHEREAS, a synopsis of the final proposed budget is attached as Exhibit A.

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

SECTION 1. The budget of the Murfreesboro City Schools for the Fiscal Year 2020-2021, including the general purpose fund, the federal and state program funds, the extended school program fund, and the cafeteria fund, as adopted by the Murfreesboro City School Board on May 26, 2020, and as modified to state the School Debt Service Fund amount estimated by staff, is hereby approved. A synopsis of that budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2020; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

Resolution 20-R-15

EXHIBIT A

	Actual 2018-2019	Estimated 2019-2020	Proposed 2020-2021
CITY SCHOOLS:			
REVENUES			
Local Taxes	$ 27,175,202	$ 28,716,350	$ 29,492,700
State of Tennessee	44,783,367	46,287,400	48,567,600
Federal Government	74,160	1,138,910	1,122,125
Transfers In	6,585,103	9,185,103	7,885,103
Other Sources	661,658	487,000	634,500
Total Revenue	$ 79,279,490	$ 85,814,763	$ 87,702,028
EXPENDITURES			
Salaries	$ 51,865,525	$ 57,807,481	$ 59,969,199
Other Costs	24,707,139	30,108,645	30,376,173
Transfers Out	811,224	413,105	409,200
Total Expenditures	$ 77,383,888	$ 88,329,231	$ 90,754,572
Beginning Fund Balance	$ 5,696,570	$ 7,592,172	$ 5,077,704
Ending Fund Balance	$ 7,592,172	$ 5,077,704	$ 2,025,160
Employee Positions	1,133	1,189	1,205
Employees - Part Time	94	99	99
CITY SCHOOLS ESP:			
REVENUES			
Other Sources	$ 4,740,040	$ 4,000,000	$ 4,899,412
Total Revenue	$ 4,740,040	$ 4,000,000	$ 4,899,412
EXPENDITURES			
Salaries	$ 3,741,577	$ 2,775,360	$ 3,609,554
Other Costs	1,061,479	1,024,640	1,212,239
Total Expenditures	$ 4,803,056	$ 3,800,000	$ 4,821,793
Beginning Fund Balance	$ 550,954	$ 487,938	$ 687,938
Ending Fund Balance	$ 487,938	$ 687,938	$ 765,557
Employee Positions	24	25	25
Employees - Part Time	219	236	236

	Actual 2018-19	Estimated 2019-20	Proposed 2020-21
SCHOOL FEDERAL AND STATE PROGRAMS FUND:			
REVENUES			
State of Tennessee	$1,232,629	$0	$0
Federal Government	4,335,128	4,523,751	4,438,122
Total Revenue	$5,567,757	$4,523,751	$4,438,122
EXPENDITURES			
Salaries	$3,727,812	$2,681,923	$2,583,219
Other Costs	2,003,672	1,841,228	1,854,903
Total Expenditures	$5,731,484	$4,523,151	$4,438,122
Beginning Fund Balance	$1,870,703	$1,706,976	$1,707,576
Ending Fund Balance	$1,706,976	$1,707,576	$1,707,576
Employee Positions	76	50	51
Employees - Part Time	1	1	1
SCHOOL CAFETERIA FUND:			
REVENUES			
State of Tennessee	$83,773	$624,535	$618,096
Federal Government	4,945,956	4,744,192	4,555,689
Other Sources	934,005	734,931	829,976
Total Revenue	$5,963,734	$6,103,658	$6,003,761
EXPENDITURES			
Salaries	$1,618,132	$1,972,013	$2,022,849
Other Costs	3,707,586	4,067,028	3,842,900
Total Expenditures	$5,325,718	$6,039,041	$5,865,749
Beginning Fund Balance	$2,283,223	$2,921,239	$2,985,856
Ending Fund Balance	$2,921,239	$2,985,856	$3,123,868
Employee Positions	31	33	34
Employees - Part Time	83	67	71
SCHOOL DEBT SERVICE FUND:			
REVENUES			
Transfers In	$6,574,345	$6,775,727	$6,761,503
Total Revenues	$6,574,345	$6,775,727	$6,761,503
EXPENDITURES			
Principal	$5,455,945	$5,229,851	$5,329,329
Interest	1,118,400	1,545,876	1,432,174
Total Expenditures	$6,574,345	$6,775,727	$6,761,503
Beginning Fund Balance	$0	$0	$0
Ending Fund Balance	$0	$0	$0

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RESOLUTION 20-R-16 approving the budget of the Evergreen Cemetery for the Fiscal Year 2020-2021.

WHEREAS, the Evergreen Cemetery presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Evergreen Cemetery for the Fiscal Year 2020-2021, as recommended by the Evergreen Cemetery Board active through its Executive Committee is hereby approved as shown on Exhibit A. This approval shall be as of July 1, 2020; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
42A0A8F9D1...
Adam F. Tucker
City Attorney

Resolution 20-R-16
Exhibit A

2020 - 2021 Budget Year

EVERGREEN CEMETERY

Description	2017 - 2018 Actual	2018 - 2019 Actual	2019 - 2020 Budget	2019 - 2020 Estimated	2020 - 2021 Budget	Increase/ (Decrease)	% Change
Net Lot Sales	285,307	337,652	325,000	306,580	305,225	(19,775)	-6.08%
Opening Graves	249,750	351,115	258,000	335,975	306,625	48,625	18.85%
Bronze Sales	4,113	1,677	5,000	5,750	5,000	-	0.00%
Perpetual Care Trust	50,402	60,054	55,000	63,950	55,000	-	0.00%
Other Income (Interest on Notes)	3,375	4,625	3,000	4,500	3,000	-	0.00%
Total Revenues	592,947	755,123	646,000	716,755	674,850	28,850	4.47%
Superintendent's Salary	48,343	48,633	49,309	50,160	49,500	191	0.39%
Director/Office Personnel	79,668	112,523	146,500	116,550	146,500	-	0.00%
Labor	184,951	183,197	198,191	162,527	204,100	5,909	2.98%
Employee Benefits	60,383	62,728	68,000	57,670	68,000	-	0.00%
Utilities	8,031	7,604	8,200	5,365	8,200	-	0.00%
Insurance	18,974	20,993	22,500	21,530	25,500	3,000	13.33%
Telephone	4,871	4,468	3,500	4,795	4,800	1,300	37.14%
Uniforms	-	2,259	1,000	310	1,500	500	50.00%
Cemetery Supplies	5,761	8,598	6,000	5,815	8,500	2,500	41.67%
Office Supplies	4,797	2,732	4,800	3,667	4,000	(800)	-16.67%
Equipment and Maintenance Repairs	9,338	14,113	8,500	4,962	8,500	-	0.00%
Miscellaneous	9,493	18,227	15,000	14,875	15,000	-	0.00%
Professional Fees	8,250	9,445	8,000	6,000	15,000	7,000	87.50%
Postage/Freight	2,045	2,535	2,500	2,035	2,750	250	10.00%
Truck Expenses (Gas, Oil, etc.)	6,891	7,288	7,000	7,300	8,500	1,500	21.43%
Payroll Taxes	21,530	24,712	28,000	24,217	28,000	-	0.00%
Other Expenses (Landscaping, etc.)	-	-	2,500	850	3,000	500	20.00%
Land Development	-	-	5,000	-	25,000	20,000	400.00%
New Equipment	13,030	-	55,000	50,200	40,000	(15,000)	-27.27%
Dumpster	1,294	1,019	1,500	1,100	1,000	(500)	-33.33%
Building/Fence Repair	6,966	-	5,000	-	7,500	2,500	50.00%
Total Expenses	494,616	531,074	646,000	539,927	674,850	28,850	4.47%

2020 - 2021 Budget Year
EVERGREEN CEMETERY
UNIFIED PAY PLAN

SUPERINTENDENT GROUNDS #118	49,500		
EXECUTIVE DIRECTOR #125	69,800		
ASSISTANT DIRECTOR #116	45,000		
ADMINISTRATIVE AID 1 #110	31,700	$17.42	per hour
ASSISTANT SUPERINTENDENT #111	37,500	$15.00	per hour
GROUNDS/MAINTENANCE #LEAD (Russell)	33,500	$13.75	per hour
GROUNDS/MAINTENANCE #104 (Hastings)	32,500	$13.00	per hour
GROUNDS/MAINTENANCE #104 (Miles)	32,500	$13.00	per hour
GROUNDS/MAINTENANCE #104 (King)	32,500	$13.00	per hour
GROUNDS/MAINTENANCE Part time (Jernigan)	15,600	$10.00	per hour
TEMPS	20,000		
PER BUDGET	400,100		

($6,100 increase from 2019-2020 Budget)

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RESOLUTION 20-R-17 approving the budget of the Murfreesboro Electric Department for the Fiscal Year 2020-2021.

WHEREAS, the Murfreesboro Power Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Electric Department for the Fiscal Year 2020-2021, as presented to the Murfreesboro Power Board on May 27, 2020, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2020; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

Resolution 20-R-17
Exhibit A

MURFREESBORO ELECTRIC DEPARTMENT:

	Actual 2018-2019	Estimated 2019-2020	Proposed 2020-2021
REVENUES			
Other Sources	$ 181,845,401	$ 180,258,510	$ 184,838,005
Total Revenue	$ 181,845,401	$ 180,258,510	$ 184,838,005
EXPENDITURES			
Salaries	$ 7,363,585	$ 7,276,510	$ 8,173,500
Other Costs	190,470,354	178,228,055	177,563,090
Total Expenditures	$ 197,833,939	$ 185,504,565	$ 185,736,590
Beginning Fund Balance	$ 61,285,094	$ 45,296,556	$ 40,050,501
Ending Fund Balance	$ 45,296,556	$ 40,050,501	$ 39,151,916
Employee Positions	87	84	108
Employees - Part Time	3	4	5

Part Time Positions are included in Employee Positions.

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Other Post-Employment Benefits (OPEB)

Department: Finance

Presented by: Melissa Wright, City Recorder

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Annual OPEB election for retirees' medical benefits.

Staff Recommendation

Approve 20-R-12 to provide other post-employment benefits for retirees for FY 21.

Background Information

The City (excluding school, cemetery and electric department employees) provides medical insurance benefits for retirees. If the City should sell the electric utility assets on or before June 30, 2021 the term City would also include eligible electric department employees.

The available benefit is based on the employee's age at retirement and number of years of service. The City has chosen to use the pay-as-you-go method of funding. Since the benefit is not a part of the City's pension or retirement plans, an annual election whether to continue providing the benefit is required. The attached resolution describes the eligibility requirements and the cost to the employee. GASB 75 information is also disclosed, which requires the City to disclose the OPEB liability based on the assumption that the City will continue to offer the current benefits in the future.

Council Priorities Served

Responsible budgeting

The use of pay-as-you go gives the City an opportunity to choose and evaluate offering this benefit on an annual basis.

Fiscal Impacts

The FY 21 budget includes OPEB benefits based on the same basis as currently offered in FY 20.

Attachment

Resolution 20-R-12

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RESOLUTION 20-R-12 to provide other post-employment benefits for retirees for FY 2020-2021.

WHEREAS, the City of Murfreesboro has chosen to provide post-employment benefits other than a pension to its retirees in previous fiscal years; and,

WHEREAS, the City of Murfreesboro wishes to provide other post-employment benefits ("OPEB") to its retirees for Fiscal Year 2020-2021 in the form of allowing said retirees to participate in the City's Health Benefits Plan on a cost shared basis under certain terms and conditions; and,

WHEREAS, for this OPEB purpose, the term "City" includes the Water and Sewer Department, but not the Murfreesboro City School System, the Murfreesboro Electric Department ("MED"), or the Evergreen Cemetery, provided, however, that should the City sell MED's assets to Middle Tennessee Electric Membership Corporation on or before June 30, 2021, the term "City" shall also include MED; and,

WHEREAS, the City has heretofore chosen, and is choosing again for the upcoming fiscal year to pay the cost of providing the City portion of the insurance benefit with current revenue and not to set aside funds for the City's OPEB obligation; and,

WHEREAS, although funded from current revenues, providing such other post-employment benefits means that the City is required to estimate the future cost of continuing to provide the benefits and to include said cost estimate in its comprehensive annual financial report as an accrued liability (although it is under no legal obligation to continue to maintain the benefits) under current GASB (General Accounting Standards Board) standards; and,

WHEREAS, to comply with GASB standards, the total OPEB obligation is projected every two years by the City's actuary, BPS&M, LLC, a Wells Fargo Company, and their projection of the estimated net OPEB obligation for all employees for all years for purposes of GASB 45 was $138,045,475 as of June 30, 2019 as projected July 1, 2018; a new evaluation as of July 1, 2020 will begin after June 30, 2020; and,

WHEREAS, in light of all of the foregoing, the City Council is choosing to recognize the service provided to the City and its taxpayers by its retired employees by continuing the option for retirees to obtain OPEB benefits for the upcoming fiscal year.

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

SECTION 1. A City employee may continue to participate in the City's Health Benefits Plan after retirement for FY 2020-2021 if either:

a) the employee has attained age 55, has completed 15 years of continuous service with the City, has had 5 years of continuous coverage in the City's Health Benefits Plan in the 5 years preceding the employee's retirement, and the City

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employee has retired under the City's pension plan;

OR,

b) the employee has completed 30 years of continuous service with the City, has had 5 years of continuous coverage in the City's Health Benefits Plan immediately preceding retirement, and the City employee has retired under the City's pension plan.

SECTION 2. In the event the City sells MED's assets to Middle Tennessee Electric Membership Corporation on or before June 30, 2021, a retired MED employee, who retired from MED on or before the date such sale is closed, shall be deemed to be a retired City employee for OPEB purposes and may elect to participate in the City's Health Benefits Plan for FY 2020-2021, if the retired employee was participating in or would have been eligible to participate in MED's Health Benefits Plan as of the date of such sale. Notwithstanding the foregoing, no retired MED employee shall be eligible to participate in the City's Health Benefits Plan for FY 2020-2021 unless and until the sale of MED's assets to Middle Tennessee Electric Membership Corporation closes or such other time as facilitates the orderly, cost-efficient transition of eligible MED retirees to the City's Health Benefits Plan for FY 2020-2021.

SECTION 3. Retired City employees meeting the eligibility requirement in Section 1 may participate in the City's Health Benefits Plan until the retired employee attains age 65. If the employee is age 65 or greater at retirement or if the retired employee attains age 65, the employee is no longer eligible to participate in the City's Health Benefits Plan but is eligible to participate in the City's Medicare Supplement Plan.

SECTION 4. The cost of a retired City employee's participation in the City's Health Benefits Plan or in the Medicare Supplement Plan will be shared between the retired employee and the City with the retired employee paying approximately 20% of the cost and the City paying approximately 80% of the cost.

For FY 2020-2021, the cost of participating in the Health Benefits Plan will be the slightly lower for retired employees than for non-retired employees.

For FY 2020-2021, the retired City employee's monthly cost to participate in the Medicare Supplement Plan will be: $100.20 for individual coverage; $200.40 for individual plus child(ren) coverage; $200.40 for individual plus spouse coverage; and, $300.60 for family coverage.

The retired City employee, or eligible spouse or eligible dependent, must pay the participant's cost of such Health Benefits Plan or Medicare Supplement Plan coverage when and as directed by the Human Resources Department.

SECTION 5. Eligible City retired employees and/or their spouses may participate in the City's Health Reimbursement Arrangement (HRA) - Medicare Plan without any cost to them. Participants will receive $180.00 (or $360.00 for family

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coverage) per month to use for qualified medical expenses.

SECTION 6. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

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

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Sale of Excess Airport Property
Department:	Airport
Presented by:	Chad Gehrke, Airport Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Disposition of excess Airport property.

Staff Recommendation

Approve sale of ±1.276 acres of Airport property at the corner of Memorial Boulevard and Airport Road (the Property).

The FAA, TDOT, and the Airport Commission have approved the sale of the property. April 3, 2019, the Planning Commission approved commercial use of this property.

Background Information

In 1948, the FAA funded the purchased of land that is now part of the Murfreesboro Airport. In the early 1990s, TDOT improved Highway 231 and created the 231 Drainage Basin generally at the corner of Memorial Blvd and Airport Road using a portion of Airport property. The Basin, however, segregated a portion of the airport's property closest to Memorial Blvd make it available for future sale to benefiting the Airport Fund and assist with the Airport development.

Recently, the Airport petitioned the FAA requesting the release of the property because it has no current or future aeronautical use. The FAA granted approval of the request and the City entered into a tentative agreement with private party last year. That party determined that it was unable to develop the property to their needs. Shortly thereafter, a new purchaser is willing and able to develop the property with a convenience store and agreed to a purchase price of $1.4m. Prior to construction, the City will coordinate relocation of utilities and the existing Airport sign. The construction will not impact the use or functionality of the 231 Drainage Basin.

Council Priorities Served

Responsible budgeting

This transaction represents prudent land use and planning that created future opportunities to fund Airport improvements while also increasing the City tax revenues.

Improve economic development

The sale of excess property for commercial development creates additional employment opportunities, increases tax revenues, and provides capital for City infrastructure improvements.

Fiscal Impact

The sale price of the parcel is $1,400,000, which will benefit the Airport Fund and projects it has underway at this time.

Attachments

Purchase Agreement with Mac's Convenience Stores, LLC

PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS
(SOUTHEAST CORNER MEMORIAL BLVD. & AIRPORT RD., MURFREESBORO, TN)

Seller: City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37122
Attention: Gary Whitaker, Asst. City Manager
Telephone: 615-849-2629
Facsimile: 615-849-2679
E-Mail:gwhitaker@murfreesborotn.gov

with a copy to: City of Murfreesboro Legal Department
111 West Vine Street
Murfreesboro, TN 37130
Attention: Adam Tucker, City Attorney
Telephone: (615) 849-2616
Facsimile: 615-849-2662
E-Mail: atucker@murfreesborotn.gov

Buyer: Mac's Convenience Stores, LLC
a Delaware limited liability company
4080 Jonathan Moore Pike
Columbus, IN 47201
Attention: _____
Telephone: (602) 728-8000
Facsimile: (602) 728-5292

with a copy to: Circle K Stores Inc.
19500 Bulverde Rd., Suite 100
San Antonio, TX 78259
Attention: Minaz Abdulla, Senior Counsel
Telephone: (713)-812-3010
E-Mail: Minaz.Abdulla@circlek.com

Escrow Agent: First American Title Insurance Company
Regions Tower Building
211 N. Pennsylvania Street, Ste. 1250
Indianapolis, IN 46202
Attn: Gina Longere
Phone: (317)616-2217
E-mail: glongere@firstam.com

Escrow: _____

Purchase Price:	The purchase price to be paid by Buyer for the Property at Closing (as defined below) shall be $1,400,000.00.
Land:	Approximately 55,564 square feet (1.276 acres) of unimproved real property generally located at the southeast corner of Memorial Blvd. and Airport Rd. in Murfreesboro, Rutherford County, Tennessee, designated as part of County Assessor Parcel No. 080-03700, and generally depicted on **Exhibit "A"**.
Initial Earnest Money:	Five Thousand and No/100 Dollars ($5,000.00).
Investigation Period:	One Hundred Twenty (120) days from the Effective Date (as defined below).
Governmental Approval Period:	One Hundred Fifty (150) days from the expiration of the Investigation Period, subject to any applicable extensions.
Extension Periods:	Two (2) 30-day extensions of the Governmental Approval Period.
Closing Date:	Thirty (30) days after the expiration of the Governmental Approval Period.
Transaction Broker:	John Harney The Parks Group 1535 W. Northfield Blvd., Ste. 7 Murfreesboro TN 37129 Facsimile: (615) 849-2217 Email: John Harney <jharney@theparksgroupcommercial.com>

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

ARTICLE I
AGREEMENT, PROPERTY, AND PURCHASE PRICE

Section 1.01. Agreement. This Purchase Agreement and Escrow Instructions (inclusive of all exhibits, this "**Contract**") will constitute a binding and effective agreement of Seller to sell the Property to Buyer and will constitute a binding and effective agreement of Buyer to purchase the Property from Seller effective as of the "**Effective Date**" (as defined in Section 1.05).

Section 1.02. Inclusions in Property. The "**Property**" includes the Land and all easements, licenses, interests, rights, privileges, and appurtenances held by Seller as of the Closing Date that in any way benefit the Land or relate to the ownership of the Land, including, without limitation: (i) any and all mineral, water, irrigation rights, drainage facilities and utility facilities on, running with or pertaining to the Land; (ii) any rights or interests that may accrue to the benefit of Seller or the land as a result of the abandonment of any road, street, or alleyway adjoining the Land, (iii) any and all buildings, trade fixtures, equipment, and improvements that may be located on the Land (excepting only the existing airport sign); (iv) any and all replacements, renewals, substitutions, and additions of or to the Land that may be made or acquired after the Effective Date; and (v) all transferable permits, licenses, warranties, and entitlements applicable to the Land.

Section 1.03. Purchase Price. To consummate its purchase of the Property, Buyer agrees to pay the Purchase Price to Seller in all cash. The Purchase Price will be paid by Buyer to Seller as follows:

(a) Buyer will deposit the Initial Earnest Money into the Escrow within five (5) business days of the Effective Date.

(b) After application of the Earnest Money, Buyer will pay the remaining balance ("**Closing Cash**") due on the Purchase Price to Seller through Escrow on the Closing Date.

Section 1.04. Earnest Money. The term "**Earnest Money**" means the Initial Earnest Money, the Additional Earnest Money, and Extension Deposits (if any). If the Escrow closes, the Earnest Money will be credited and applied for the benefit of Buyer by Escrow Agent to the Purchase Price. Unless Buyer has previously canceled the Contract and Escrow, the Earnest Money will be nonrefundable on the later of its deposit or the expiration of the Governmental Approval Period, except as otherwise provided in this Contract.

Section 1.05. Effective Date. The term "**Effective Date**" means the date upon which Escrow Agent has in its possession at least one fully executed original or electronic counterpart of this Contract and, by its execution below, accepts this Contract as its escrow instructions. Escrow Agent will indicate the date of the Effective Date on Escrow Agent's Acceptance attached at the end of this Contract.

Section 1.06. Close of Escrow. The completion of the purchase and closing of the Escrow (referred to interchangeably as the "**Closing**" or the "**Close of Escrow**") will occur on or before the Closing Date or any earlier date for which Buyer has provided at least five (5) business days' prior written notice to Seller and Escrow Agent.

Section 1.07. Escrow Instructions. This Contract, including the "**Additional Escrow Instructions**" attached as **Exhibit "B"**, will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow.

Section 1.08. Split Parcel. The Property is part of a larger parcel or parcels owned by Seller (collectively, the "**Entire Property**"). Seller is selling only the Property to Buyer, and Seller is retaining the balance of the Entire Property ("**Retained Property**") for future sale, lease, and/or development. During

the term of the Escrow, Buyer, at Buyer's sole cost and expense, agrees to exercise commercially reasonable efforts to obtain final, non-appealable written approval from all applicable Governmental Authorities (defined below) for a lot split, minor land division, lot consolidation, plat or replat (as applicable) of the Entire Property so that the Property constitutes a legal lot on the Closing Date separate from the Retained Property (the "**Plat**"), which is eligible for a separate tax parcel number. Seller will cooperate in all reasonable respects with Buyer in applying for and obtaining the Plat. Notwithstanding anything to the contrary, Buyer shall not be in default of its obligations hereunder if Buyer does not obtain the Plat despite Buyer using its commercially reasonable efforts to do so. Seller hereby authorizes Buyer and its agents, representatives and designees to file all applications and to take all other lawful actions appropriate to complete the Plat. Seller will cooperate in all reasonable respects with Buyer in applying for and obtaining the Plat, including, without limitation, (i) making such dedications or granting such easements as are reasonably required by any Governmental Authorities, (ii) executing all documents required by any Governmental Authorities, and (iii) providing to Buyer or the appropriate Governmental Authority such items as Buyer or such Governmental Authority may reasonably request in order to complete the Plat. The actual square footage of the Property may change based on a final configuration of the Property. As used in this Contract, the term "**Project Site Plan**" means the preliminary site or land plan attached as **Exhibit "C"**. As used in this Contract, the term "Buyer's Site Plan" means the preliminary site or land plan attached as **Exhibit "D"**, as may be modified from time to time, by Buyer with the approval, if required, of any federal, state, municipal or other political, governmental, or quasi-governmental authority or association or any other entity or third party, including all applicable councils, boards, commissions, committees, departments, and agencies and all applicable utility providers or regulators, having jurisdiction and/or approval rights over the ownership, operation, or use of the Property and/or the construction of improvements thereon (called, individually, a "**Governmental Authority**" and, collectively, the "**Governmental Authorities**"). The provisions of this Section 1.08 survive the Close of Escrow and the execution, delivery and recordation of the Deed (as defined in Section 6.02 below).

ARTICLE II
DUE DILIGENCE DOCUMENTS

Section 2.01. Title. Within five (5) days after the Effective Date, Escrow Agent will provide Buyer with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the Property in the amount of the Purchase Price and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**Report**"). The Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date.

Section 2.02. Survey. During the Investigation Period, Buyer, at Buyer's cost, shall cause to be prepared an ALTA/NSPS Land Title Survey ("**Survey**") of the Property. The Survey will be certified to Buyer, Seller, and Escrow Agent, and Buyer will cause a copy of the Survey to be delivered to Seller and Escrow Agent. The Survey will be the basis for determining the final legal description for the Property.

Section 2.03. Environmental. During the Investigation Period, Buyer, at Buyer's cost, may cause to be prepared a Phase I Environmental Site Assessment and, if necessary or desirable, a Phase II report (collectively, the "**ESA**") of the Property in accordance with any current ASTM Standards. If prepared, Buyer will cause a copy of the ESA to be delivered to Seller.

Section 2.04. Due Diligence Documents. Within ten (10) days after the Effective Date, Seller will deliver to Buyer copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records, marketing studies, maintenance reports, zoning reports, zoning stipulations, development agreements, cost estimates,

infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and similar records relating to the Property that were delivered to or performed by or for Seller or its affiliates and/or that are in the possession of, or are readily available to, Seller, its agents, or its affiliates (collectively, the "**Due Diligence Documents**"). The Due Diligence Documents will be itemized in writing by Seller at the time of their delivery to Buyer. The Investigation Period shall be automatically extended one (1) day for each day that delivery of the Due Diligence Documents is delayed beyond the five (5) day period set forth above. Copies of any such items not in Seller's possession upon the Effective Date (the **"Additional Due Diligence Documents**") but which come into Seller's possession prior to Closing, shall be delivered to Buyer within three (3) days after coming into Seller's possession, but in no event later than the Closing Date (in either such case the Investigation Period and Closing Date, if necessary, shall be extended for a period of five (5) days solely to allow Buyer to review and approve or disapprove, in its sole and absolute discretion, such Additional Due Diligence Documents). If Seller does not possess an item of Additional Due Diligence Documents but has actual knowledge of the existence of the same, Seller will completely disclose (to the extent of Seller's actual knowledge) the whereabouts of such information to Buyer and will cooperate, but without cost to Seller, with Buyer to allow Buyer to attempt to obtain such information. If underground storage tanks and/or related piping ("**UST's**") have ever been located under the Property, Seller will provide Buyer, concurrent with the delivery of the other Due Diligence Documents, copies of all tank registrations, tank and line tests, compliance tests and results, and inventory records for the three most recent years, together with all information in Seller's possession concerning any leakage from the UST's or contamination of the Property.

ARTICLE III
INTERIM SELLER OBLIGATIONS AND REPRESENTATIONS

Section 3.01. Interim Acts of Seller. Seller agrees that, from the Effective Date until the Closing or earlier termination of this Contract, without the prior written consent of Buyer, Seller will not (a) enter into any lease or other oral or written agreement affecting the Property, which might become binding upon Buyer or the Property, or that relates to the sale, lease, occupancy or transfer of the Property or any portion thereof, or that otherwise encumbers or restricts the Property in any manner whatsoever, (b) permit any modifications or additions to the Property (including, but not limited to, changing the native grade of the Property), (c) grant any easements with respect to the Property, (d) allow any liens to attach to the Property before the Closing that will not be satisfied out of Seller's Closing proceeds, except for any such liens which are caused by Buyer's actions on the Property which shall be satisfied by Buyer prior to Closing. Seller agrees that there will be no outstanding obligations of Seller with respect to the Property as of the Closing, except for obligations described in this Contract to be prorated at Closing, obligations that will be satisfied out of Seller's proceeds at Closing, or any indebtedness taken subject to or assumed by Buyer in writing.

Section 3.02. Work on Property. To the extent that there is any work performed on the Property by Seller, Seller's agents, or independent contractors engaged by Seller prior to the Closing, all invoices, liens, and/or payment requests will be paid in full by Seller by no later than the Closing. If requested by Buyer or Escrow Agent, Seller will deliver unconditional lien releases to Buyer and Escrow Agent for all work performed by Seller, Seller's agents, or any independent contractor engaged by Seller.

Section 3.03. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller is the owner of marketable fee simple title to the Property. The Property has access to one or more public roadways.

(b) To Seller's knowledge, the Property is not now being used and, to Seller's knowledge, has not previously been used for the generation, transportation, treatment, storage, or

disposal of any hazardous or toxic wastes or substances that are subject to regulation under any federal, state, or local laws or regulations ("**Hazardous Waste Laws**"). To Seller's knowledge, there have been no past or current releases or substantial threats of a release of a hazardous or toxic waste or substance from or unto the Property that are or may be subject to regulation under the Hazardous Waste Laws.

(c) Seller has not received any notice by any person, authority, or agency having jurisdiction over the Property or Seller with regard to the violation of any applicable regulation, ordinance, requirement, covenant, condition, or restriction relating to the use or occupancy of the Property.

(d) Seller represents that Buyer's development of the property may be subject to Buyer's completion of certain improvements to the public right-of-way adjacent to the Property prior to or contemporaneous with approval of any plans. To Seller's knowledge, there are no other intended public improvements that will or could result in charges being assessed against the Property and that will or could result in a lien or encumbrance upon the Property or its owners.

(e) To Seller's knowledge, there is no pending or contemplated condemnation or taking by inverse condemnation of all or any portion of the Property by any Governmental Authorities.

(f) To Seller's knowledge, there are no suits or claims pending or threatened with respect to or in any manner affecting the Property. Seller does not know of any circumstances that should or could reasonably form the basis for any suits or claims and that have not been disclosed in writing to Buyer by Seller.

(g) Other than this Contract, Seller has not entered into any written or oral agreement or option under which Seller is or could become obligated to sell or dedicate all or any portion of the Property and Seller will not enter into this type of agreement or option with respect to the Property during the term of the Escrow.

(h) The act of entering into this Contract and the completion of this transaction will not in any way violate any agreements to which Seller is a party or any laws to which Seller is subject.

(i) This Contract has been duly authorized and executed on Seller's behalf and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms. Seller is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

(j) To Seller's knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on or under the surface of the Property.

(k) Seller has not entered into any public or private shared expense agreements, repayment agreements, reimbursement agreements, impact fee credit agreements, or development payback agreements that affect all or any portion of the Property.

(l) Seller has not entered into any oral or written agreement with any third party that would subject the Property to any land use regulation, restriction, condition, or stipulation that would prevent or impair Buyer's contemplated development operation of the Property as a convenience store with retail gasoline sales.

(m) To Seller's knowledge, there are no parties in adverse possession of the Property, and no party uses or is in possession of the Property other than Seller.

(n) To Seller's knowledge, the Property is located in or classified as a special district; specifically, the Property is located within the Airport Overlay District (AOD) of the City of Murfreesboro and is further subject to Part 77 of the Federal Aviation Regulations. Seller is not aware of any other classification or special district applying to the Property, such as but not limited to any historic, landmark, restricted parking, or planned urban development district.

(o) To Seller's knowledge, there are no items of archeological significance located on, about, or under the Property.

(p) The Property is not subject to any land use regulation, restriction, condition, or stipulation that may be imposed by any oral or written agreement between Seller and any third party that would prevent or impair Buyer's contemplated development and operation of the Property.

(q) The Property is zoned Commercial Highway (CH), and is further subject to the regulations and restrictions of the AOD, by the City of Murfreesboro, and a convenience store is an allowable use within such zone; however, any site plan or other development is subject to approval by the Murfreesboro Planning Commission.

(r) Seller is not a Prohibited Person[1] as defined in the USA PATRIOT Act, Public Law 107-56.

(s) The Property has an assured water supply and access to sewer and other utilities of a size and capacity that may be tapped into by Buyer; provided, however, that Buyer's access to sewer is contingent upon the issuance of a "will serve" letter from the Murfreesboro Water Resources Department and is further regulated, and may be limited, by the City of Murfreesboro Sewer Allocation Ordinance, appearing at Murfreesboro City Code § 33-70 et. seq.

(t) The Property is not subject to any lease or occupancy license that would give anyone other than Buyer the right to use or occupy the Property after the Closing Date.

All representations and warranties contained in this Contract are true on and as of the Effective Date and will be true on and as of the Close of Escrow. Any breach of the warranties or representations

[1] A "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the Annex to, or is otherwise subject to, the provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens, or conspires to commit or supports "**terrorism**" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn, or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by IEEPA, OFAC, or any other law, regulation, or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of the above clauses of this definition of Prohibited Person.

made to Buyer by Seller under this Contract shall be deemed an Event of Default under Section 8.05 herein, and shall be subject to Buyer's remedies as set forth therein.

Section 3.04. Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Buyer has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any agreements or instruments to which Buyer is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(c) This Contract constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms, subject to the provisions of Section 5.08 below.

(d) Buyer understands that the Property is adjacent to the Murfreesboro Airport and may potentially be impacted by airport operations, including noise. Accordingly, Buyer understands and agrees that the Property will be made subject to an Avigation Easement and Waiver substantially in the form of **Exhibit "G"** and Buyer agrees to execute such an Avigation Easement and Waiver at the Closing for recordation in the Deed Records of Rutherford County, and to acquire, own, and maintain the Property subject to that ~~Declaration of~~ Avigation Easement and Waiver.

ARTICLE IV
TITLE AND SURVEY CONTINGENCY

Section 4.01. Buyer's Objections. No later than thirty (30) days following the last to be delivered of the Report and Survey, Buyer shall advise Seller in writing that Buyer objects, in Buyer's sole discretion, to any matters contained in the Report or Survey ("**Buyer's Objections**"). If the Report or Survey is amended, Buyer will have until the later of the end of the Investigation Period or 10 business days following its receipt of the amended Report (including legible and complete copies of all new exceptions or requirements to title) or amended Survey to deliver Buyer's Objections to any new matter. If Buyer fails to timely deliver Buyer's Objections, Buyer will be deemed to have waived its right to deliver the Buyer's Objections to the Report or Survey, as applicable.

Section 4.02. Seller's Cure.

(a) Within 10 days of Seller's receipt of timely delivered Buyer's Objections, Seller will send written notice ("**Title Response**") to Buyer specifying in detail which of Buyer's Objections that Seller will or will not cure. Seller will have no obligation to cure any of Buyer's Objections, except as established below. If Seller commits to removing any of Buyer's Objections (or obtaining endorsements acceptable to Buyer) and fails to do so by the expiration of the Governmental Approval Period, Seller will be in default under this Contract and Buyer, at Buyer's election, may pursue its remedies as established in this Contract. Within 10 days after Buyer's receipt of the Title Response from Seller, Buyer may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Property (on the condition that Seller accomplishes any objectives described by Seller in the Title Response); or (ii) cancel this Contract and the Escrow. If Buyer exercises its cancellation remedy above, this

Contract and the Escrow will be deemed cancelled as of the date of Buyer's notice and the cancellation will be governed by the provisions of Section 5.10.

(b) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, Buyer objects to: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) any restrictions prohibiting use of the Property as or for a convenience store, for the sale of motor vehicle fuels, and/or any restrictions on hours of operation; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iv) any options or rights of purchase or first refusal; (v) notices of lease, possession, or occupancy rights to all or part of the Property; (vi) all restrictive easement agreements, conditions, covenants, restrictions and easements, site development agreements, and all other similar agreements and declarations.

(c) Seller, at Seller's sole cost and expense, will fully pay and discharge and release the Property from any and all recorded or unrecorded mortgages, deeds of trust, installment land contracts, judgments, tax liens, mechanics liens, lawsuits, or other monetary liens affecting or purporting to affect title to the Property (including any prepayment penalties), and Seller authorizes and directs Escrow Agent to use Seller's proceeds from the Closing to remove and discharge these matters.

Section 4.03. Extension to Closing for Cure. The Closing Date will be extended to the date that is five (5) business days following the later of: (a) the time period described in Section 4.01 for Buyer's review of any amended Report or Survey; or (b) the time period described in Section 4.02 for Seller's curing of Buyer's Objections, if Buyer has objected to any new exception or requirement contained in any amended Report or Survey.

ARTICLE V
OTHER BUYER CONTINGENCIES

Section 5.01. Buyer Investigations. Buyer will have until the end of the Investigation Period within which to conduct and consider any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, utility studies, soil tests, other tests or investigations, or any other matter concerning the Property (collectively, the "**Buyer Investigations**") deemed necessary by Buyer, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Buyer's purchase of the Property. Buyer's obligation to purchase the Property is conditioned on Buyer's approval of the results of the Buyer Investigations and the Due Diligence Documents, in Buyer's sole discretion. Buyer has the absolute right to terminate this Contract for any reason during the Investigation Period. In the event Buyer terminates this Contract on or before the expiration of the Investigation Period, Buyer shall immediately receive a refund of the Earnest Money.

Section 5.02. Right of Entry. Seller grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property, at all reasonable times during the term of this Escrow, to conduct any Buyer Investigations. Seller agrees (at no cost to Seller) to cooperate in a reasonable manner with Buyer and its agents, employees, and contractors in the performance of the Buyer Investigations. To the extent Buyer damages or disturbs the Property, Buyer will return the Property to substantially the same condition that existed immediately prior to the Buyer Investigations. Buyer agrees to indemnify, defend, and hold Seller harmless for, from, and against any claim, damage, liability, cost (including reasonable court costs and attorney fees), or loss for property damage or bodily injury arising as a direct consequence of

Buyer Investigations, excluding any conditions which previously existed upon the Property. This inspection indemnity of Buyer will survive the cancellation of this Contract and Escrow and the Closing.

Section 5.03. Reciprocal Access Easement Agreement. Prior to the end of the Governmental Approval Period, Buyer and Seller agree to negotiate in good faith a reciprocal access easement agreement for the Property and the Retained Property (the "**REA**") providing for non-exclusive cross access for pedestrians and vehicular traffic between the Property, the Retained Property, and public roadways adjoining either property (so as to establish a free flow of traffic) and the associated apron areas, signage and stormwater drainage easements and establishing responsibility for maintenance and liability for the respective properties. The REA will not provide for shared or common parking. With regard to stormwater facilities, the Buyer shall construct stormwater treatment facilities on the Property as required by the applicable governmental authorities and Seller shall provide an easement to Buyer for off-site stormwater detention facilities through Seller's existing stormwater management facilities. The REA shall include an offer of cross access from Buyer for the benefit of the parcel directly adjacent to the south of the Property having tax parcel number 080-03900, (the "**Southern Parcel**") which will cause Buyer to provide cross access between the Property and the Southern Parcel at the time the Southern Parcel is developed. The REA may establish permanent or temporary utility easements and temporary construction easements to accommodate Buyer's planned development of the Property. The REA will be executed and delivered at Closing. The REA will not require Buyer to pay for any common area maintenance or other charges not directly attributable to the Buyer, unless Buyer expressly agrees in writing in the REA. Buyer's refusal to agree to any common area payment provisions will not constitute a violation of Buyer's obligation to negotiate in good faith.

Section 5.04. Intentionally Deleted.

Section 5.05. Development Agreement. Prior to the end of the Governmental Approval Period, Buyer and Seller agree to negotiate in good faith a development agreement for the Property and Seller's adjacent property including the Retained Property ("**Development Agreement**"). The Development Agreement will be executed and delivered at Closing and will include, without limitation the permission of Buyer to use during construction a portion of the Retained Property near the Property (at no charge to Buyer) on a temporary basis for staging its construction activities on the Property (including locating a construction trailer on the Retained Property); provided, that Buyer shall return the temporary staging area as near to its original condition as practicable after the completion of construction. Said location shall be agreed upon on or prior to the expiration of the Governmental Approval Period.

Section 5.06. Entitlement Approvals.

(a) Buyer's obligation to close this Escrow and consummate the purchase of the Property is conditioned upon Buyer's ability to obtain from the applicable Governmental Authorities on or before the expiration of the Governmental Approval Period, all necessary final and written permits and approvals necessary for Buyer to develop and operate the Property as a convenience store (including, at Buyer's election, a quick serve restaurant) selling alcoholic beverages, motor vehicle fuels, and lottery tickets (or other allowable gaming), including, without limitation, any zoning changes, zoning variances, Buyer's Site Plan approvals, use permits, liquor licenses, special use permits, gaming license, beer and wine license, subdivision approvals, lot divisions, other land use entitlements and building permits and approvals necessary for Buyer's intended development of the Property, subject to only those conditions, stipulations, costs and other matters as are acceptable to Buyer in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"); Buyer understands and agrees that liquor, wine, beer and other such permits will be subject to the Property passing a final inspection by the City Building & Codes Department. If Buyer delivers notice to Seller on or before the expiration of the Governmental Approval Period,

as may be extended by Buyer, that Buyer has been unable to obtain any of the Entitlement Approvals Buyer desires or which may otherwise be required, then this Contract and the Escrow will be immediately deemed cancelled, and the cancellation will be governed by the provisions of Section 5.10.

(b) Notwithstanding the foregoing, if any referendum petition challenging any aspect of the Entitlement Approvals is filed with the Governmental Authorities within any applicable referendum petition filing period, Buyer will be permitted to cancel this Contract and the Escrow, even though the Governmental Approval Period may have passed, by giving Seller and Escrow Agent written notice of cancellation within 15 days after the date Buyer receives notice of the filing of the referendum. Any cancellation above will be governed by the provisions of Section 5.10.

(c) Seller will cooperate in all reasonable respects with Buyer in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Buyer. Further, as part of Seller's approvals for Buyer's Site Plan, Seller will allow Buyer to remove tree growth on the Property within seventy-five feet (75') from the right of way line of Memorial Boulevard and within seventy-five feet (75') from the southern property line, subject however, to perimeter landscaping requirements imposed by the zoning ordinances of applicable governmental authority.

(d) As a condition to Buyer's obligation to close this Escrow and consummate the purchase of the Property and as a part of the Entitlement Approvals, Buyer must have obtained all required approvals of the Governmental Authorities for the lot split, minor land division, or lot consolidation described in Section 1.08 above.

(e) Buyer may extend the Governmental Approval Period for the Extension Periods by notifying Seller and Escrow Agent in writing prior to the expiration of the then-applicable Governmental Approval Period.

Section 5.07. Hazardous Materials. If, during Buyer's Investigations, hazardous material contamination or other environmental conditions are discovered at the Property resulting from any source including contamination from any existing UST's, Buyer may elect, within 10 business days after Seller's discovery of, or written notice from Buyer of, any environmental contamination, to terminate this Contract in accordance with Section 5.01 above or to proceed with this Contract and accept the property in "AS IS" condition.

Section 5.08. Management Approval. This transaction is subject to the approval of Buyer's (or its corporate parent's) senior management and/or Board of Directors ("**Management Approval**") which Buyer shall receive on or before the expiration of the Governmental Approval Period. Buyer shall use reasonable efforts to obtain Management Approval and shall promptly notify Seller of the approval or disapproval of the transaction. This transaction, including the terms of this Contract, is also subject to the approval of the Murfreesboro Airport Commission, the Murfreesboro Planning Commission, the Murfreesboro City Council. Seller shall promptly notify Buyer of the approval or disapproval of the transaction.

Section 5.09. Project Site Plan. Buyer's obligations to close this Escrow and consummate the purchase of the Property is conditioned upon there having been no material changes to the Project Site Plan between the Effective Date and the Closing Date, except to the extent such changes have been approved in writing and in advance by Buyer.

Section 5.10. Failure of Condition. If Buyer properly provides written notice of its election to cancel this Contract and the Escrow, the cancellation will be immediate, neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under this Contract, and Escrow Agent will return promptly to Buyer all Earnest Money without the need for further documentation from either party. Buyer's failure to timely deliver a written notice of cancellation for a failure of any of the contingencies described above will be deemed a waiver of Buyer's right to cancel this Contract for a failure of that condition.

ARTICLE VI
CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, Seller agrees to furnish to Buyer either a sworn affidavit stating, under penalty of perjury, that Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended ("**Code**") or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Code. If Seller does not furnish the sworn affidavit or other appropriate evidence deemed satisfactory by Buyer and Escrow Agent, Buyer may withhold or direct Escrow Agent to withhold from Seller's sale proceeds an amount equal to the amount required to be withheld pursuant to Section 1445 of the Code. Any withheld funds will be deposited by Escrow Agent with the Internal Revenue Service as required by Section 1445(a) and any applicable regulations. The amount withheld, if any, will nevertheless be deemed to be part of the Purchase Price paid to Seller.

Section 6.02. Intentionally Deleted.

Section 6.03. Closing Deliveries. Seller, on the Closing Date, will deposit with Escrow Agent (for recordation, if applicable, and delivery to Buyer): a warranty deed, in the form attached as **Exhibit "F"** or in such other form as Seller, Buyer, and Escrow Agent may agree, subject to those title and/or survey matters approved by Buyer (the "**Deed**"), a bill of sale for any personal property, an assignment of any transferable permits, licenses, warranties, and entitlements (if Buyer elects to do so in a separate document), the REA, the CCRs, the Development Agreement, such other documents and instruments as may be required by applicable law, and all resolutions and authorizations required by Escrow Agent to insure Seller's authority and ability to sell the Property. Buyer, on the Closing Date, will deliver to Escrow Agent (for disbursement to Seller) the Closing Cash, plus all additional sums necessary to pay Buyer's portion of the closing costs and prorations, the REA, the CCRs, the Development Agreement, and all resolutions and authorizations required by Escrow Agent to insure Buyer's authority and ability to acquire the Property.

Section 6.04. Possession. Seller must deliver exclusive physical possession of the Property to Buyer at Close of Escrow, subject only to those rights under any approved title matter.

Section 6.05. Accuracy of Warranties. Buyer's obligation to purchase the Property is conditioned upon the truth and accuracy, in all respects, of Seller's warranties and representations made under this Contract. To the extent allowable under applicable state law, Seller will indemnify, defend, and as of the Closing Date hold harmless Buyer for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by Seller. Buyer will indemnify, defend, and hold harmless Seller for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by Buyer.

Section 6.06. Title Policy. Buyer's obligation to purchase the Property is conditioned upon Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**Title Policy**") in an insured amount at least equal to the Purchase Price

effective no earlier than the actual Closing Date and insuring Buyer's fee simple title to the Property, subject only to those matters approved by Buyer under this Contract.

ARTICLE VII
CLOSING PRORATIONS AND COSTS

Section 7.01. Real Estate Taxes and Assessments. Seller represents, and Buyer acknowledges, that Seller is a municipal corporation existing under the laws of the State of Tennessee and, as such, is a tax exempt entity. Seller further represents that the Property and the Entire Property have also been exempt from real estate taxation during the period of Seller's ownership. Buyer shall be responsible for any and all real estate taxation and assessment from and after the Closing Date.

Section 7.02. Title Insurance. Buyer will pay the cost of issuance of a standard owner's policy of title insurance in the full amount of the Purchase Price, and Buyer will further pay any additional title policy premium necessary to issue the Title Policy or any endorsements or to increase the Policy amount.

Section 7.03. Closing Costs. All costs and expenses of closing, including recording and escrow fees and charges, are to be allocated between Seller and Buyer in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of commercial real estate transactions in Rutherford County, Tennessee. Seller agrees that all closing costs and any other sums required to be paid by Seller will be paid in full at Closing and may be deducted from the proceeds otherwise payable to Seller at Closing. Each party agrees to pay its own attorney fees in connection with Closing. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a 365 day year.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Notices. Except as otherwise required by law, any notice required under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt; or (iv) by email or facsimile. Notice sent in any of the manners set forth above must be addressed or sent to Seller, Buyer, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is three days after deposit in the United States mail, if given by certified mail; (III) on the business day following the day deposited with an express delivery service, if given by overnight, "same day", or "next-day" delivery service, or (IV) the date of transmittal, if given by electronic mail or facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

Section 8.02. Broker's Commission. Except for the Transaction Broker, each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. As used in this Contract, the term "**broker**" will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "**commission**" will refer to any brokerage, advisory, or finder's fees or commissions. If, but only if, the Escrow closes, Seller will pay a commission to the Transaction Broker. If the sale contemplated by this Contract is not consummated for any reason whatsoever, no commission or any portion of the Earnest Money will be payable to the Transaction Broker. Joinder of the Transaction Broker will not be required to modify or cancel this Contract. The Transaction Broker will not

be deemed a third party beneficiary of this Contract. Seller acknowledges that Buyer has disclosed to Seller that certain members, principals, or employees of Buyer may be licensed real estate brokers or agents in the state in which the Property is located.

Section 8.03. Buyer's Right to Nominate and Assign. Buyer, by written notice to Seller and by written notice only to Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee being a wholly owned subsidiary of Buyer. In the event Buyer intends to assign its interest in this Contract to a third party, Buyer shall submit written notice to Seller and Seller shall have the right to approve or deny such assignment. Seller's approval is conditioned upon: (i) Seller's sole reasonable determination that the nominee has the financial, managerial, construction/development, and/or other necessary resources, knowledge, and expertise to perform all the terms of this contract, including (without limitation) purchasing the Property for the Purchase Price and using the Property for a convenience store, and (ii) the nominee's express written agreement to assume all of Buyer's representation, covenants, warranties, and obligations under this Contract. Upon any assignment, the nominee or assignee will be deemed the "**Buyer**" for all purposes and the original or previous Buyer, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination.

Section 8.04. Risk of Loss. All risk of loss, damage, or taking of the Property that may occur prior to Close of Escrow will be borne by Seller, except that any loss or damage resulting directly from Buyer's actions as contemplated by this Contract will be borne by Buyer, either: (i) by Buyer's acceptance of the Property with all loss and damages at Closing; (ii) by an adjustment of the Purchase Price at the Close of Escrow, if necessary; or (iii) by release of the Earnest Money to Seller as liquidated damages in the event of Contract cancellation. If any loss, damage, or taking occurs prior to Close of Escrow, except for loss or damaged caused by Buyer, Buyer, at Buyer's sole option and by written notice to Seller and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. Upon Buyer's cancellation of this Contract under the preceding sentence, the cancellation will be immediate and neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, except as otherwise provided in this Contract, and Escrow Agent will return promptly to Buyer all Earnest Money. If Buyer waives the right to cancel this Contract because of any loss or damage to the Property and elects to close the Escrow, Seller, at Close of Escrow and as a condition precedent to closing, must either: (a) pay Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of any insurance or condemnation proceeds actually received or to be received by Seller plus the amount of Seller's deductible under any insurance policy; or (b) if no insurance or condemnation proceeds have been received by Seller, assign to Buyer by proper written instrument all rights or claims to the insurance or condemnation proceeds and pay Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of Seller's deductible under any insurance policy.

Section 8.05. Seller's Default. Seller shall be deemed to be in default under this Contract if Seller: (i) breaches its representations or warranties under this Contract as set forth in Section 3.03 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than Buyer's prior default or the permitted termination of this Contract by Seller or Buyer as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by Seller hereunder, then Buyer may, at Buyer's sole election: (a) terminate this Contract by giving Seller timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and Buyer shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; ~~(c) enforce specific performance of Seller's obligations under this Contract;~~ or (c~~d~~) pursue any and all remedies available to Buyer at law or in equity, subject to Section 8.07 herein. ~~No~~

~~limitation herein on any remedies that Buyer may elect as the result of a failure by Seller to consummate the sale of the Property to Buyer pursuant to this Contract shall be applicable in any manner with respect to any cause of action that Buyer may have against Seller for a breach of any of Seller's representations or warranties in this Contract or any covenant of Seller in this Contract other than the covenant to convey the Property to Buyer at Closing. The foregoing provisions shall not modify Buyer's right to recover its fees and costs in enforcing this Contract as provided in Section 8.09.~~

Section 8.06. Buyer's Default. If Buyer breaches this Contract or fails to perform any of its covenants or obligations under this Contract or otherwise is in default under this Contract, and if Buyer fails to cure the breach or failure within five (5) days after receipt of written notice from Seller specifying the default, Seller, as its exclusive and sole right and remedy, will be entitled to cancel this Contract and related Escrow by giving Buyer and Escrow Agent written notice of cancellation. If Seller cancels the Contract, Escrow Agent will immediately pay to Seller the Earnest Money as full liquidated damages of Seller. The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by Seller in the case of a default or breach by Buyer under this Contract, and the parties expressly acknowledge and intend that the forfeiture of the Earnest Money is an agreed and negotiated provision for liquidated damages and not a penalty. Upon receipt by Seller of the forfeited Earnest Money as provided above, neither party will have any further obligation or responsibility to the other hereunder, except as otherwise specifically established in this Contract. The foregoing provisions shall not modify Seller's right to recover its fees and costs in enforcing this Contract as provided in Section 8.09.

Section 8.07. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

Section 8.08. Intentionally Deleted.

Section 8.09. Attorney Fees. If there is any litigation or arbitration between Seller and Buyer to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorney fees incurred by the successful party in a reasonable amount.

Section 8.10. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, ~~Buyer's~~each party's contingencies or conditions precedent may be waived only by that said party~~Buyer~~, and any waiver by a party~~Buyer~~ may be done only in a writing signed by that said party~~Buyer~~.

Section 8.11. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the state which the Property is located. Any action brought to interpret, enforce, or construe any provision of this Contract must be maintained in a court of competent jurisdiction for the county in which the Property is located~~ (the "**County**") or in the United States federal judicial district for the County~~. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 8.12. Construction. The terms and provisions of this Contract represent the results of negotiations between Seller and Buyer, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and Seller and Buyer each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be

interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 8.13. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Buyer and Seller, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 8.14. Counterparts. This Contract and any amendments may be executed in any number of original or facsimile counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Contract may be detached from any executed counterpart of the Contract without impairing the legal effect of any signatures and may be attached to another counterpart of the Contract that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

Section 8.15. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.16. Miscellaneous Definitions and Standards. The term "**sole discretion**" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "**will**" or "**shall**" denotes a mandatory obligation, and the term "**may**" is a permissive word denoting an option. All references in this Contract to the "**Escrow Agent**" will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 8.17. Time is of the Essence. Time is of the essence in the performance of all obligations under this Contract. In calculating any time period under the Contract which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Contract expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

Section 8.18. IRS Real Estate Sales Property. Escrow Agent is designated as the "**Reporting Person**" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the closing of the transactions contemplated by the Contract. Escrow Agent acknowledges that it is an eligible person for reporting this transaction under Treasury Regulation Section 1.6045-4(e)(5)(ii) and agrees: (i) to comply on a timely basis with all reporting and filing requirements of Internal Revenue Code Section 6045(e); and (ii) to utilize the information in this Contract, as amended, for the purposes of supplying any required information to the Internal Revenue Service, for example, the identity of the transferee and transferor, and the description of the Land. Buyer and Seller agree to cooperate with Escrow Agent's requests related to any required reporting or filing under Internal Revenue Code Section 6045(e), and Escrow Agent is

authorized to disclose any information contained in the Contract to the Internal Revenue Service for the purposes of complying with Escrow Agent's obligations under this paragraph. Escrow Agent agrees to be liable for all penalties and liabilities imposed by the Internal Revenue Service as a result of Escrow Agent's failure to comply with its obligations under this paragraph.

Section 8.19. Tax-Deferred Exchange. Seller and Buyer agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder by executing such documents or taking such action as such party requests in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, or to expend legal fees to review exchange documents.

Section 8.20. Modifications. This Contract cannot be changed orally, and no amendment shall be effective to waive, change, modify or discharge this Contract unless such amendment is in writing and is signed by both parties hereto.

Section 8.21. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

Section 8.22. Captions. The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 8.23. No Recordation. Neither this Contract nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party not placing the same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under **Article VIII.**

Section 8.24. Confidentiality. Seller and Buyer agree to keep the terms of this Contract confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, Seller and Buyer shall be permitted to make any disclosure required by law and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction, for such employees, attorneys, accountants and agents to advise Seller and Buyer, and to the extent necessary for Seller and Buyer to comply with any applicable law or court order.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

SELLER:

CITY OF MURFREESBORO,
A Tennessee municipal corporation

By: _____
SHANE McFARLAND, Mayor

ATTEST:

By: _____
MELISSA WRIGHT, City Recorder

APPROVED AS TO FORM:

By: _____
ADAM TUCKER, City Attorney

Recommended by
Airport Commission: _____

Recommended by
Planning Commission: _____

Approved by City Council: _____

BUYER:

MACS CONVENIENCE STORES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ESCROW AGENT'S ACCEPTANCE

Escrow Agent hereby: (i) acknowledges receipt of the Contract executed by Buyer and Seller, (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent, (iii) declares that the Effective Date is_____, 2020 (the "**Effective Date**").

First American Title Insurance Corporation

By:_____
Name:_____
Title:_____

Further, Escrow Agent agrees to comply with the Patriot Act with respect to transactions involving prohibited persons.

Escrow Agent:

First American Title Insurance Corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(legal description and/or general depiction of the Land)

EXHIBIT "B"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Additional Escrow Instructions)

Buyer and Seller instruct Escrow Agent to allocate all closing prorations and to pay all closing costs as follows:

ITEM	SELLER	BUYER
PRORATIONS • Real estate taxes:		X
• Improvement lien assessments: Existing and pending (including future installments)	X	
• State and Local Taxes: Transaction privilege, sales, use, and personal property through COE	X	
• SRP/Irrigation district assessments: Prior to COE On and after COE	X	 X
CLOSING COSTS • Escrow charges • Recordation cost of Deed and Affidavit • Recordation cost of Releases/Reconveyance • Recordation cost of New Encumbrances • Owner title policy (Form: Extended) • Lender title policy (Form: Extended)	 ½ XX	 ½ X X X X

"**Contract**" means the Purchase Agreement and Escrow Instructions to which these Additional Escrow Instructions are attached. "**COE**" means the Close of Escrow, as defined in the Contract. "**NA**" means not applicable. All taxes and assessments must be prorated based on the latest available information and a 365-day year. Unless otherwise indicated above or in the Contract, the COE will be used as the proration date for all prorations.

Buyer, Seller, and Escrow Agent further agree that:

1. Buyer and Seller: (i) will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the Contract; (ii) authorize Escrow Agent to deliver or record all documents at the time designated by the Contract; and (iii) authorize Escrow Agent to pay, from funds held by it under the Contract, all charges and obligations necessary to consummate this transaction.

2. Buyer and, to the extent allowable under applicable state law, Seller will indemnify and hold harmless Escrow Agent from all costs, damages, attorney fees, expenses, and liabilities that Escrow Agent may incur or sustain in connection with the Contract, including any interpleader action brought by Escrow Agent, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

3. When the Contract has been complied with by all parties, Escrow Agent will deliver, by recording in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policies described in the Contract.

4. If any conflicting demands are made upon Escrow Agent concerning the Contract, Buyer and Seller agree that Escrow Agent may hold any money and documents deposited under this Contract until Escrow Agent receives mutual instructions from Buyer and Seller or until a civil action has been finally concluded in a court of competent jurisdiction determining the rights of Buyer and Seller. In the alternative and at its discretion, Escrow Agent may commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Escrow Agent's deposit with the court of all documents and funds concerning this Escrow will relieve Escrow Agent of all further liability and responsibility under the Contract, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

5. Buyer and Seller instruct Escrow Agent to execute, on behalf of the Seller and Buyer, the affidavit of value, using the total consideration for the established value, unless instructed by Seller and Buyer to the contrary.

6. All title insurance policies will be issued by an underwriter approved by Buyer.

7. All disbursement of funds by Escrow Agent will be made by wire transfer of funds or Escrow Agent's check, as directed by Buyer or Seller as applicable.

EXHIBIT "C"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Project Site Plan)

EXHIBIT "D"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Buyer's Site Plan)

EXHIBIT "E"
[Intentionally omitted]

EXHIBIT "F"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Deed)

[Substitute State-specific Deed, if needed]

WHEN RECORDED RETURN TO:

_____
_____
_____
_____

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a(n) _____ ("**Grantor**"), conveys to MACS CONVENIENCE STORES, LLC, a Texas limited liability company ("**Grantee**"), the following real property situated in _____ County, _____, together with all appurtenant interests, benefits, rights, and privileges (collectively, the "**Property**"):

SEE **Exhibit "A"** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

Subject only to those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby covenants that it is lawfully seized of the Property in fee simple; and that Grantor binds itself and its successors to warrant and forever defend the title against the acts of or by and through the Grantor and no other, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

DATED as of _____, 20___.

"**GRANTOR**"

_____[EXHIBIT ONLY]_____,
a(n) _____,

By: [EXHIBIT ONLY]_____
Name:_____
Title:_____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____ of _____, a(n) _____, on behalf of said company.

_____
Notary Public

My Commission expires:_____

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

(Legal Description)

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

EXHIBIT "G"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Avigation Easement and Waiver Form)

AVIGATION EASEMENT AND WAIVER

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the undersigned hereby grants and conveys to **CITY OF MURFREESBORO, a municipal corporation located in Rutherford County, Tennessee**, its successors, assigns, contractors, tenants and subtenants, licensees, business guests and all other users of the Murfreesboro Municipal Airport, an avigation easement over and across the lands of the undersigned as described on Exhibit A attached hereto.

In connection with and in support of this agreement, the undersigned, for itself, its heirs, successors, assigns, contractors, tenants and subtenants, licensees, business guests and all other users or occupants or visitors of the undersigned's property, hereby waive, discharge and forever hold harmless the **City of Murfreesboro, a municipal corporation located in Rutherford County, Tennessee**, its successors, assigns, contractors, tenants and subtenants, licensees, business guests and all other users of the Murfreesboro Municipal Airport, from and against and all claims, damages, loss, costs, liabilities or complaints of any kind whatsoever resulting from, related to or arising out of in any manner, flight operations, ground operations, facility or aircraft maintenance or other ordinary and usual activities of an airport occurring at or in connection with said Murfreesboro Municipal Airport, including but not limited to noise, vibration, pollution and/or odors generated thereby or in connection therewith.

The undersigned further agrees to advise all tenants at its property of the existence of this Avigation Easement and Waiver.

Dated: _____, 20___.

MAC'S CONVENIENCE STORES, LLC
A Delaware limited liability company

By _____
Name _____
Title _____

STATE OF _____)

: ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person(s) to be the _____ of MAC'S CONVENIENCE STORES, LLC, A Delaware limited liability company, the within named bargainor, and that such person(s), as such officer, executed the within instrument for the purposes therein contained, by signing the name of the limited liability company by such person(s) as such officer.

Witness my hand and seal, this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____ (seal)

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Engineering and Design of Taxiway F Development Area

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Work Authorization with ATKINS North America for the design and bid consultant services for the expansion of the Taxiway F Development Area.

Staff Recommendation

Approve the Work Authorization provided by ATKINS North America for the amount of $127,498.

The Airport Commission has approved the Work Authorization at their May 2020 Airport Commission meeting.

Background Information

The Murfreesboro Airport has a tremendous demand for additional hangar space. In 1997, the City modified its Airport Layout Plan, creating Siegel Park Soccer Complex in exchange for land more suitable to aeronautical uses. Recently, the City installed the utilities required to develop this area. Last year, the TDK Hangar was opened in this area for the flight operations of TDK Construction as well as serving as Base Station 5 for Vanderbilt LifeFlight.

The attached work order provides for design of a connector taxiway, pads for future box and T-hangars, and the necessary drainage and other features required for development. These plans will assist in the future development of this area to meet the expanding demands of the general aviation community in Middle Tennessee.

Council Priorities Served

Expand Infrastructure

Future development of the Airport provides infrastructure to meet the demand for additional hangars as described in the Airport Layout Plan Update approved in 2013. The development of this area of the airport will create revenue from land leases, hangar rents, and fuel sales.

Fiscal Impact

State and federal grants fund 95% of the Work Authorization. The remaining costs will be funded by the Airport Fund.

Attachments

ATKINS Work Authorization

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ATKINS
Member of the SNC-Lavalin Group

Murfreesboro Municipal Airport (MBT)

Work Authorization Number B-07-20

TAXIWAY E, APRON, AND T-HANGAR DEVELOPMENT

Date _____

TAD Project No. 75-555-0156-20

Atkins No. _____
(Project Identification No.)

SCOPE OF SERVICES:

Atkins N.A. (CONSULTANT) shall provide professional services for the design and bid phase services for the "Taxiway E, Apron, and T-Hangar" development at the Murfreesboro Municipal Airport. The Scope of CONSULTANT's services are more particularly described in Attachment A and made a part of this Work Authorization.

TIME OF PERFORMANCE:

The services of the CONSULTANT under this Work Authorization shall be completed within the time allotted by TDOT Aeronautics Division (TAD) and based on the grant expiration date of _____. In conducting the project, the CONSULTANT shall keep the City of Murfreesboro (OWNER) informed as to the status, anticipated activities, schedule changes, and any known problem areas. The OWNER may grant extensions of time to the CONSULTANT for the performance and completion of services and work under this Work Authorization (WA) if there are delays due to circumstances reasonably beyond the control of the CONSULTANT and at the approval of TAD.

COMPENSATION:

The OWNER shall compensate the CONSULTANT under the herein described Scope of Services a Lump Sum amount of One Hundred Twenty Thousand, One Hundred and Fourteen Dollars ($120,114.00) for Basic Services as estimated by the CONSULTANT and set forth in Attachment A, "Consultant's Estimate of Compensation."

Additionally, the OWNER shall compensate the ENGINEER under the herein described Scope of Services a Not-to-Exceed amount of Seven Thousand, Three Hundred Eighty-Four Dollars ($7,384.00) for Special Services related to Topographic Survey and Geotechnical Investigation, as estimated by the ENGINEER and set forth in Attachment A, "Engineer's Estimate of Compensation."

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ATKINS
Member of the SNC-Lavalin Group

Agreed as to Scope of Services, Time of Performance and Compensation:

Owner: **City of Murfreesboro**

Signature

Date

Printed Name

Approved as to form this 29th Day of May, 2020

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...
Adam Tucker,
City Attorney City of Murfreesboro

Consultant: **Atkins North America, Inc.**

Benedikt Goebel

5/28/20

Signature

Date

Benedikt Goebel

Printed Name

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ATKINS
Member of the SNC-Lavalin Group

ATTACHMENT A

ENGINEER'S SCOPE OF SERVIECS
WORK AUTHORIZATION No. B-07-20
ATKINS PROJECT No. _____(TBD)
TAXIWAY E, APRON, AND T-HANGAR DEVELOPMENT
at the
MURFREESBORO MUNICIPAL AIRPORT

May 18, 2020

PROJECT DESCRIPTION AND GENERAL SCOPE OF OR SERVICES

The Design and Bid-Phase Services for the "Taxiway E, Apron, and T-Hangar Development" project (the Project) involve a number of major elements as described in the paragraphs below.

1) **Apron and Taxilane Pavements** Basic Services for design will include a new **Apron** on the west side of the airport to the south of existing Taxiway Echo (future Foxtrot).
    a. Taxilanes on the new apron will be designed in conformance with design group B-II standards as set forth in Advisory Circular 150/5300-13A, using the appropriate Taxiway Design Group (TDG) associated with the more demanding of the two aircraft between the Dassault Falcon 50 and the Embraer EMB120 Brasilia as the critical aircraft for turning movements, but limiting the wingspan used for calculating taxilane object free area (OFA) widths to an anticipated maximum wingspan of 65 feet associated with the more demanding of the two aircraft types listed above. Taxilane OFA widths associated with taxi routes around the proposed T-hangar will be limited to the smaller-sized single and light-twin engine aircraft types anticipated to use the T-hangar facilities. For these areas, where the maximum width of any future proposed hangar bays is expected to be 48 feet, a maximum assumed wingspan of 45 feet will be used. New pavement in the main circulation route areas of the development will be designed to support the projected fleet mix while not reducing the current published weight limits of 30,000 pound aircraft with single-wheel main landing gear and 50,000 pound aircraft with dual-wheel main landing gear. Within the

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interior of the T-hangar development areas, the fleet mix will be limited to the types of single and light twin piston engine aircraft typically housed in T-hangars, with an additional provision that the pavement will perform under routine loading by a fuel truck.

b. In accordance with FAA guidelines, storm drainage design will accommodate the peak flow from the 5-year storm for minor airfield infrastructure. Care will be taken in the design that this will not adversely impact any upstream properties due to backwater conditions, and if such a condition would be created prior to airfield pavements being overtopped, the airfield infrastructure will be sized large enough to prevent such an adverse backwater condition. Storm drainage design will be coordinated with TDEC for the submission of a Storm Water Pollution Prevention Plan (SWPPP) and application for coverage under the statewide NPDES permit for construction stormwater discharge. City requirements for storm drainage design, including any need for stormwater detention ponding, and/or water quality treatment which may be necessary beyond TDEC requirements will be coordinated with City Stormwater officials.

2) **Airfield Electrical Improvements** Basic Services to be included in the Project are as described below:
   a. Taxiway Echo edge lighting consisting of new LED L-861T(L) MITL lights installed on new bases and associated new cable in conduit.
   b. New LED L-858(L) sign modifications as required to rename existing Taxiway Echo as Taxiway Foxtrot.
   c. Electrical load calculations will be made to ensure that the added lighting and signage will not exceed the capacity of the constant current regulator (CCR) in the airport's airfield lighting vault.

3) Basic services for the design of **Site utilities** required for the future T-hangar development are as described below:
   a. **Electrical Power**. Electrical power service connections to new T-hangars and box hangars will be included in the design.
   b. **Sanitary Sewer**. The conceptual site utility plan layout developed under prior work authorization B-05-17 will be used to develop the bid plans and

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specifications for the extension of sanitary sewer lines beneath the pavements proposed in this project.

c. **Restroom Facilities Excluded**. In the initial scoping and budgeting efforts for this design and bid phase services effort, restroom facilities in the T-hangar building were not considered.

   i. It is now the understanding of the ENGINEER that the OWNER wishes for the initial T-hangar building constructed in the T-hangar development area to have restroom facilities. The design of restroom facilities in the hangar are excluded from this work authorization; however, the design of a sanitary sewer service line may be included as a stubbed-out line leading to the proposed building from the extension of proposed sanitary sewer mains.

   ii. Should the OWNER wish to engage the ENGINEER for additional services related to the interior design of restroom facilities in the specified pre-engineered metal building (PEMB) T-Hangar, the ENGINEER will seek the services of a qualified architectural subconsultant. Or, should the OWNER wish to separately contract those services, the ENGINEER will supply typical building footprint and floorplan information from typical PEMB manufacturers for use by the OWNER's other consultant.

d. **Domestic Water.** It is the understanding of the ENGINEER that the OWNER will be separately contracting the services of another consultant for the design of a new water main extending through the site, and that a water service line extension to the T-Hangar building from that main may be included in the services of the waterline design consultant. The ENGINEER will coordinate with the OWNER's waterline consultant, to provide building corner locations, layout, and proposed surface gradient information to facilitate the OWNER's efforts in directing the other consultant in the placement of any proposed water service connection.

4) The design effort for this project will also include **Special Services for a Topographic Survey for Design**, the scope of which will be as more particularly described in Attachment A-1.

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5) The design effort will be further supplemented **by Special Services for an Exploratory Geotechnical Investigation** as more particularly described in Attachment A-2.

I. I. BASIC SERVICES

1. PROJECT DEVELOPMENT PHASE – Many of the following project development phase services have already been completed for this project based upon the conceptual design completed by the ENGINEER under prior work authorization number B-05-17. As such, the following services only pertain the an assessment of site conditions and developments which may have occurred since the completion of those services in 2018.

A. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

B. Advise the OWNER as to the necessity of OWNER's providing or obtaining from others data or services required for the Project other than those provided for herein by the ENGINEER and act as OWNER's representative in connection with any such services.

C. Provide analyses of OWNER's needs to perform planning surveys, site evaluations and comparative studies of prospective alternatives and solutions.

D. Prepare schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the solutions available to OWNER and setting forth ENGINEER's findings.

   a. For the purpose of this work authorization it is assumed that the hangar layout and basic grading and drainage design developed for this project area under work authorization B-05-17 will remain unchanged.

E. Examine viable alternatives and advise the OWNER of those that are compatible with the budget and schedule requirements.

F. Attend a pre-design conference/project kick-off meeting at the Project site with the OWNER, State, and other interested parties to review the requirements and schedule for the Project.

G. Perform field reconnaissance/investigation of the Project site to determine the

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location, extent and method of taxiway pavement rehabilitations.

2. PRELIMINARY DESIGN PHASE

A. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
B. Based on the information contained in the preliminary design documents and data from site investigations, submit an updated opinion of Project quantities and an Engineer's opinion of probable construction cost.
C. Furnish three (3) copies of the above preliminary design documents and present and review them with OWNER and state.

3. FINAL DESIGN PHASE

A. OWNER will review and accept preliminary design documents as to concept. On the basis of the acceptance of the preliminary design documents ENGINEER will prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and all related Specifications.
B. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
C. Advise OWNER of any adjustments to the latest Project quantities caused by changes in scope or design requirements of the Project and furnish a revised opinion of probable quantities and opinion of probable construction cost based on the Drawings and Specifications.
D. Prepare bid forms for review and approval as to form and concept by OWNER, its legal counsel and other advisors. As appropriate, the agreement and bond forms, general provisions, special provisions, (invitations to bid and instructions

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to bidders will be provided to the ENGINEER by the OWNER). All of the above documents, plus bid documentation, bond(s), and the drawings and specifications constitute the Contract Document.

E. Furnish five copies of the above documents and present and review them with OWNER, State, and other interested parties.

F. Furnish two copies of an Engineer's report covering the basis of design.

G. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for approval by TDEC in order to receive an NPDES construction permit.

4. CONSTRUCTION CONTRACT BID AND AWARD PHASE

A. Assist OWNER in advertising for and obtaining bids from prime contractors for construction, materials, equipment and services for the Project.

B. Assist OWNER in conducting and attend a pre-bid conference at the Project site.

C. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

D. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

E. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

F. Recommend to the OWNER based on ENGINEER's review of the bids, the Contractor that is most responsive to the Project requirements.

G. Prepare conformed documents incorporating addendum(s), if any issued during the bidding phase, and final contract documents to be issued for construction.

II. SPECIAL SERVICES

1. SURVEY FOR DESIGN

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The ENGINEER shall procure the services of a Land Surveyor for a Topographic Survey for Design, the scope of which will be described in Attachment A-1

2. GEOTECHNICAL TESTIGN FOR DESIGN

The design effort will be further supplemented by Special Services for an Exploratory Geotechnical Investigation described in Attachment A-2

III. OWNER'S RESPONSIBILITIES

OWNER shall:

A. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

B. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. Furnish to ENGINEER upon his request, as required for performance of ENGINEER's Scope of Services, any existing available data in the OWNER's possession prepared by the OWNER or by others, including without limitation core borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services.

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D. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project with the assistance of the ENGINEER and pay any permit fees.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require pertaining to the Project.

H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

I. Bear all costs incident to compliance with the requirements of this Section.

END OF ATTACHMENT A

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L.I. Smith and Associates, Inc.
LAND DEVELOPMENT | INFRASTRUCTURE DESIGN
SURVEYING SERVICES
475 Metroplex Dr., Suite 212, Nashville, Tennessee 37211 | 615.256.0290| www.lismith.com

May 14, 2020

Benjamin Totty, EIT
ATKINS
Submitted Via E-mail
Benjamin.Totty@atkinsglobal.com

RE: Murfreesboro Municipal Airport Area 1 – Taxiway Foxtrot Supplemental Topography

Mr. Totty:

L. I. Smith and Associates, Inc. ("LIS" or "Consultant") is pleased to submit this fee letter to ATKINS ("Client") for providing professional surveying services for to the Murfreesboro Municipal Airport.

Project Understanding

ATKINS has requested a proposal for surveying services to support the engineering efforts for additional topography near the Taxiway Foxtrot Extension and Apron Development project. ATKINS has provided an exhibit of the proposed area and LIS's proposal is based on the area presented in the attached Exhibit.

Scope of Services

LIS will provide the services specifically set forth below.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the Client to provide updates, coordinate project reviews, and other activities to help the Client keep the project stakeholders generally informed of the progress of the project.
- Project Review Meetings – consists of attending and producing meeting minutes for up to two project meetings.
- Project Administration – administrative and accounting activities related to the day to day management of this project.

Task 2 – Topographic Survey

A topographic plan will be prepared to show the existing site conditions. The topographic survey will include:

- Physical locations will be tied to the existing Airport Control provided to LIS or will be based on the Tennessee State Plane Coordinate System establish by GNSS methods.
- Local site horizontal and vertical control points will be established as the basis of the survey.
- Survey will result in a 1-foot contour interval with spot elevations at key locations where the contours are insufficient to model the surface.
- Generally, the topographic survey will be based on a 25-ft spacing of survey measurements.

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- All visible site features within the survey limits will be shown including pavements, taxiways, buildings, sidewalks, paint striping, signs, poles, storm water structures, and above ground evidence of utilities.
- Any painted underground utilities will be surveyed, and LIS will coordinate with ATKINS to map underground utilities based on the best available evidence provided to LIS.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Construction Layout

Additional Services

Any other services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Deliverables

LIS will provide survey information for the Client to use for design in AutoCAD format. If the Client wishes for the survey information to be included in a plan set or bid documents, LIS will provide sealed drawings in a pdf format. It is the Client's responsibility to provide LIS with any preferred file naming conventions, project sheet borders, or other project specific requirements.

Fee and Expenses

LIS will perform the services in Tasks 1-2 for the total lump sum fee below.

Total Lump Sum Fee **$2,500.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your approval of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to L. I. Smith and Associates, Inc., and "Client" shall refer to the ATKINS.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

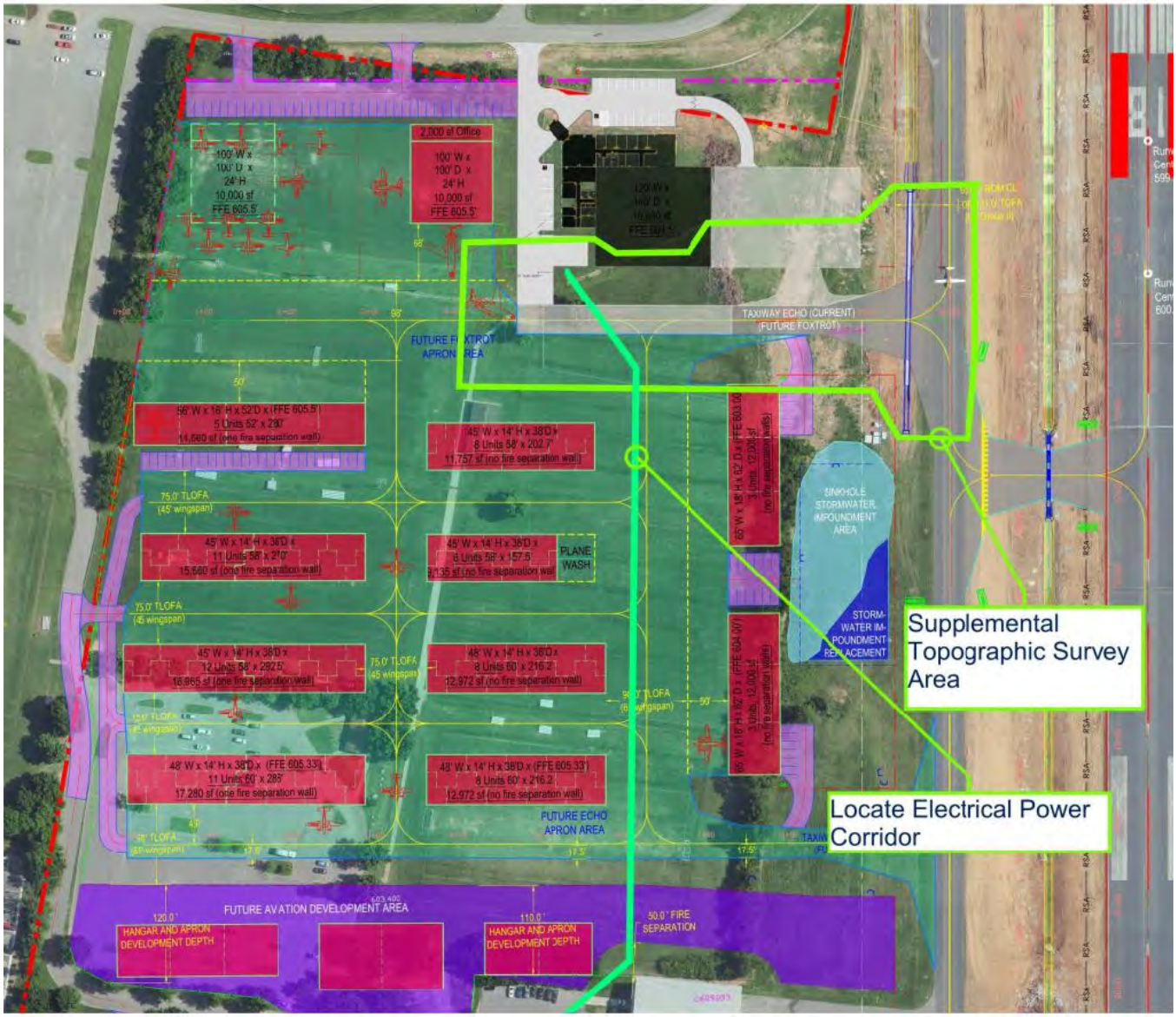
Regards,

L. I. SMITH AND ASSOCIATES, INC.

Craig Pearson
Nashville Branch Manager

ATTACHMENT A-1

Exhibit



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KSWA
[KS WARE & ASSOCIATES]
NASHVILLE, TN | BOWLING GREEN, KY | CHATTANOOGA, TN | PENSACOLA, FL

May 15, 2020

Mr. Joseph Howes, EI
Atkins North America, Inc.
404 BNA Drive, Suite 600
Nashville, Tennessee 37217

Subject: **Proposal for Exploratory Excavation Evaluation**
Murfreesboro Municipal Airport – East Apron Expansion
Murfreesboro, Tennessee

Dear Mr. Howes:

K. S. Ware and Associates, L.L.C. (KSWA) is pleased to present this proposal for geotechnical services for the proposed East Apron Expansion project at the Murfreesboro Municipal Airport in Murfreesboro, Tennessee. This proposal contains a review of the provided project information, an outline of the proposed scope of services, fee, and authorization instructions.

PROJECT INFORMATION

Project information was provided by Joseph Howes and Darren Duckworth of Atkins North America, Inc (ATKINS) in several e-mails dated May 13, 2020 to Julián Giraldo of KSWA. The e-mails included a site plan showing the area of the proposed apron expansion with proposed exploratory excavation locations shown.

ATKINS requested KSWA perform the exploratory excavations, evaluate the subsurface conditions based on the conditions encountered at the excavation locations and provide recommendations for site grading and paving. We have outlined our proposed scope of services and schedule in the sections below.

SCOPE OF SERVICES

The geotechnical investigation will consist of nine exploratory excavations approximately at the requested locations. We will perform Dynamic Cone Penetrometer (DCP) tests at each excavation to evaluate the existing subgrade soils. The DCP tests will be performed to an estimated depth of about 36 inches below existing grade or penetration refusal, whichever is shallower. We will also collect samples of the soils encountered for laboratory testing. Anticipated tests include, but may not be limited to: Moisture Content tests, Atterberg Limits tests, Soil Density/Moisture Relationship Determinations using Standard Effort (Proctor), and California Bearing Ratio (CBR) test. The excavations will be backfilled with excavated soils upon completion.

The excavations will be located by KSWA personnel by estimating distances from existing site landmarks. Surveying of horizontal and vertical excavation coordinates is not included. Exploration of the refusal materials is not included.

Upon completion of our field and laboratory work, we will use the data from our exploration and our experience to prepare a geotechnical report that includes the following:

52 Lindsley Ave., Suite 101 | Nashville, TN 37210
615.255.9702 phone | 615.256.5873 fax | info@kswarellc.com

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- Exploration data,
- Comments concerning subsurface conditions and site geology,
- Recommendations for subgrade preparation,
- Comments regarding the suitability of the on-site soil for reuse as fill,
- Recommendations for fill placement and embankment construction,
- Recommendations regarding subsurface drainage,
- Recommendations for subgrade support characteristics of the subgrade prepared as recommended,
- Excavation location plan,
- Boring logs,
- Laboratory testing results; and
- Description of procedures used.

SCHEDULE

We generally can begin geotechnical field activities within one week of written authorization. Field activities should be completed in about one day, with laboratory test results taking an additional two weeks. The report will be issued within two weeks after the completion of the laboratory testing. We can discuss the findings of the geotechnical investigation and our preliminary recommendations after we have reviewed the field data. Should unforeseen conditions be encountered during our field work which would cause a change in scope as identified in this proposal, we will contact you prior to mobilizing from the site to discuss these conditions. Preliminary information can be provided to you ahead of the completion of the report

ASSUMPTIONS AND LIMITATIONS

Our proposed geotechnical scope and fee are based on the following additional assumptions and limitations:

- ATKINS will coordinate with the Murfreesboro Municipal Airport personnel for access to the site.
- Special training, badges, or escorts will not be required for access to the project site.
- KSWA will contact Tennessee One-Call to locate utilities. KSWA will rely on the Murfreesboro Municipal Airport personnel to locate any utilities outside of the Tennessee One-Call jurisdiction.
- The field work can be completed during normal daylight working hours (i.e., 7 a.m. to 5 p.m.).
- Site-restoration services (except backfilling excavations as noted) are not included.
- Evaluation of the site for the presence or absence of asbestos, lead-based paint, organic growth or toxic mold, radon, wetlands, endangered or threatened species, historic or cultural resources, historic land use, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air is not included.

FEE AND BILLING INFORMATION

We propose a lump sum fee of **$4,884** for the geotechnical services. The project fee will be invoiced monthly as a percentage complete. This fee will not be exceeded without a change in scope of services and prior authorization by the client. Our fee covers the activity required to present our findings in report form. Our fee does not include time to review drawings, preparation of construction specifications, special conferences and any other activities requested after submittal of our report.

If additional utility location using ground penetrating radar systems is needed, an additional lump sum cost of **$1,000** will be requested for services rendered.

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PROPOSAL ACCEPTANCE

To authorize our services, please issue a Task Order referencing this project under our Master Agreement with ATKINS, dated May 17, 2010.

Thank you for the opportunity to provide these geotechnical services for your project. We are looking forward to working with you again. Please contact us if you have any questions about this request.

Sincerely,

K. S. Ware and Associates, LLC

Julián D. Giraldo, EI
Staff Professional

Derek L. Hodnett, PE, PG
Senior Geotechnical Engineer

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

MURFREESBORO MUNICIPAL AIRPORT
TAXIWAY E, APRON, AND T-HANGAR DEVELOPMENT
TAD # 75-555-0156-20

I. BASIC SERVICES

ITEM NO.	TASK	MANHOURS BY CLASSIFICATION								
		DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ELECTRICAL ENGR.	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT
PHASE I - FINAL DESIGN (60, 90 and 100%)										
60% DESIGN										
1	Design Restart Kick-off / Review Design Paramaters		4				2			
2	Coordination with Local Codes and Utility Depts, and Power Company Representatives		2							
3	Coordination with Local Stormwater Representatives		4				2			
4	Coordinate Building Footprint Layout and Utility Requirements with Owner and Prospective Tenant		4							
5	Incorporate Geotechnical Findings and Finalize Pavement Design		4			12	8			
6	Conduct the Stormwater Analysis		4			8	32			
7	Design & Prepare 60% Progress Plans (approx. 40 Civil sheets total):	0	38	0	24	44	76	36	39	0
	> Title Sheet									
	> Index of Drawings and Schedule of Quantities						2			
	> General Notes						2			
	> Project Layout Plan - Staging/Access/Haul Routes		2				2			
	> Construction Phasing & Sequencing		2				8		4	
	> Safety Notes and Details								2	
	> Existing Condition Plans						4		2	
	> Demolition Plans						4		4	
	> Pavement Geometric Plans		6			8	12	8		
	> Site Grading and Drainage Plans		6			12	14	10		
	> Initial and Final EPSC Plans					8			3	
	> Utility Plans - Water, Sewer, Gas, Electric		4				6		8	
	> Utility Details - Water, Sewer, Gas, Electric		2				4		6	
	> Typical Sections and Pavement Details		2			4			2	
	> Storm Drainage Details and Profiles		4				8		8	
	> Pavement Marking Plans and Details		2					4		
	> T-hangar building plans		8			12				
	> Airfield Lighting Plans				24		10	14		
8	Prepare Technical Specifications to 60% level of completion		2			6				4
9	Prepare 60% Cost Estimate		2			6	8		6	
10	In-House QCAP Review		2	8		3			6	
11	Preparation for and Attendance at 60% Design Review Meeting		4				6			
12	Incorporate Comments from QCAP and Review Meeting		4			8	16	8	12	
13	Process Subconsultant Invoices / General Project Admin	4	4							2
	TOTAL HOURS:	4	78	8	24	87	150	44	63	6
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 1,016.00**	**$ 11,934.00**	**$ 1,368.00**	**$ 4,032.00**	**$ 11,310.00**	**$ 15,675.00**	**$ 5,060.00**	**$ 5,229.00**	**$ 414.00**
	ATKINS LABOR SUBTOTAL:									**$ 56,038.00**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): $56,038.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

MURFREESBORO MUNICIPAL AIRPORT
TAXIWAY E, APRON, AND T-HANGAR DEVELOPMENT
TAD # 75-555-0156-20

I. BASIC SERVICES

ITEM NO.	TASK	MANHOURS BY CLASSIFICATION: DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ELECTRICAL ENGR.	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT
90% DESIGN										
1	Continue Coordination with Local Agencies		4				4			
2	Prepare Design Plans to 90% level of completion		24		24	40	40	30	40	
3	Prepare Technical Specifications to 90% level of completion		2			8				4
4	Prepare 90% Cost Estimate		2			8	8		8	
5	In-House QCAP Review		2	8		4			6	
6	Preparation for and Attendance at 90% Design Review Meeting		4				4			
7	Incorporate Comments from QCAP and Review Meeting		4			6	12	8	10	
8	Process Subconsultant Invoices / General Project Admin	2	4			8				2
9	SWPPP Preparation/Coordination with TDEC	2	2				4			
10	Coordination with City Stormwater Dept/Land disturbance permit	2	2				2			2
	TOTAL HOURS:	6	50	8	24	74	74	38	64	8
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 1,524.00**	**$ 7,650.00**	**$ 1,368.00**	**$ 4,032.00**	**$ 9,620.00**	**$ 7,733.00**	**$ 4,370.00**	**$ 5,312.00**	**$ 552.00**
	ATKINS LABOR SUBTOTAL:									**$ 42,161.00**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): $42,161.00

100% DESIGN (Issued for Bid)										
1	Finalize Coordination with Local Agencies		4				2			
2	Finalize Remaining Design Plans		4		4	20	20	8	16	
3	Prepare Technical Specifications to IFB level of completion		2			6				4
4	Prepare IFB Cost Estimate		2			4				
5	In-House QCAP Review		2	4					4	
6	Process Subconsultant Invoices / General Project Admin	2	4			8				2
	TOTAL HOURS:	2	18	4	4	38	22	8	20	6
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 508.00**	**$ 2,754.00**	**$ 684.00**	**$ 672.00**	**$ 4,940.00**	**$ 2,299.00**	**$ 920.00**	**$ 1,660.00**	**$ 414.00**
	ATKINS LABOR SUBTOTAL:									**$ 14,851.00**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): $14,851.00

PHASE II - BID PHASE										
1	Prepare for and Attend PreBid Conference		2			2				
2	Respond to Bidder Questions / Requests for Information (RFIs)		8			4	4	4		
3	Prepare Addendums		8			2	2		8	
4	Analyze Bids, Bid Tabulation and Prepare Letter of Recommendation		4				2			2
	TOTAL HOURS:	**0**	**22**	**0**	**0**	**8**	**8**	**4**	**8**	**2**
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$0.00**	**$3,366.00**	**$0.00**	**$0.00**	**$1,040.00**	**$836.00**	**$460.00**	**$664.00**	**$138.00**
	ATKINS LABOR SUBTOTAL:									**$6,504.00**

FINAL DESIGN/BID LABOR SUBTOTAL (ROUNDED): $ 6,504.00

LABOR SUBTOTAL (ROUNDED): $119,554.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

MURFREESBORO MUNICIPAL AIRPORT
TAXIWAY E, APRON, AND T-HANGAR DEVELOPMENT
TAD # 75-555-0156-20

TRIP SUMMARY TABLE

		PHASE I - FINAL DESIGN (60, 90 and 100%)			PHASE II - BID PHASE		
Reference Task No.	Trip Purpose	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays
60%.11	60% Design Review Meeting	2	1	0	0	0	0
90%.6	90% Design Review Meeting	2	1	0	2	1	0
IFB.1	Pre-Bid Meeting	1	1	0	2	1	0
IFB.4	Bid Opening	1	1	0	1	1	0
	Totals:	**6**	**4**	**0**	**5**	**3**	**0**

DESIGN DEVELOPMENT EXPENSES

Travel 60% Design		Unit Cost	Units	Extended Totals
Airfare		$ 450.00	0	$ -
Hotel		$ 162.00	0	$ -
Rental Car		$ 45.00	0	$ -
Company Vehicle Mileage (@ 60 mi./trip)		$ 0.545	60	$ 32.70
Meals & Incidentals		$ 59.00	0	$ -
M&IE 1st Day/Last Day		$ 44.25	0	$ -
Travel Subtotal				$ 32.70
Printing/Postage 60% Design	**Units**	**Unit Cost**	**Sets**	**Extended Totals**
Printing 8.5x11	55	$ 0.13	4	$ 28.60
Printing 11x17	30	$ 0.19	4	$ 22.80
Plotting Large Format 22x34	2	$ 3.42	2	$ 13.68
Binding	0	$ 3.50	4	$ -
Postage	0	$ 15.00	4	$ -
Printing/Postage Subtotal				$ 65.08
			Subtotal Estimated Direct Costs 60% Design:	**$ 97.78**
			PRELIMINARY DESIGN EXPENSES SUBTOTAL (ROUNDED):	**$ 100.00**

FINAL DESIGN/BID EXPENSES

Travel 90%/100% Design/Bid		Unit Cost	Units	Extended Totals
Airfare		$ 450.00	0	$ -
Hotel		$ 162.00	0	$ -
Rental Car		$ 45.00	0	$ -
Company Vehicle Mileage (@ 60 mi./trip)		$ 0.545	180	$ 98.10
Meals & Incidentals		$ 59.00	0	$ -
M&IE 1st Day/Last Day		$ 44.25	0	$ -
Travel Subtotal				$ 98.10
Printing/Postage 90%/100% Design/Bid	**Units**	**Unit Cost**	**Sets**	**Extended Totals**
Printing 8.5x11	375	$ 0.13	6	$ 292.50
Printing 11x17	30	$ 0.19	6	$ 34.20
Plotting Large Format 22x34	2	$ 3.42	2	$ 13.68
Binding	1	$ 3.50	6	$ 21.00
Postage	0	$ 15.00	0	$ -
Printing/Postage Subtotal				$ 361.38
			Subotal Estimated Direct Costs 90%/100% Design/Bid:	**$ 459.48**
			FINAL DESIGN/BID EXPSENSES SUBTOTAL (ROUNDED):	**$ 460.00**

EXPENSES SUBTOTAL (ROUNDED):	**$ 560.00**

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ATTACHMENT B - ATKINS FEE PROPOSAL SUMMARY

MURFREESBORO MUNICIPAL AIRPORT
TAXIWAY E, APRON, AND T-HANGAR DEVELOPMENT
TAD # 75-555-0156-20

PROJECT / TASK	ATKINS LABOR TOTAL	EXPENSES	SUBCONSULT. FEE	TOTAL FEE ($)
PHASE I - FINAL DESIGN (60, 90 and 100%)				
ATKINS	$113,050.00	$ 100.00		$ 113,150.00
Non-DBE Firms:				
None				$ -
DBE Firms:				
None				$ -
Subtotal PHASE I	**$ 113,050.00**	**$ 100.00**	**$ -**	**$ 113,150.00**
PHASE II - BID PHASE				
ATKINS	$ 6,504.00	$ 460.00		$ 6,964.00
Non-DBE Firms:				
None				$ -
DBE Firms:				
None				$ -
Subtotal PHASE II	**$ 6,504.00**	**$ 460.00**	**$ -**	**$ 6,964.00**
PHASE III- CONSTRUCTION PHASE SUPPORT (Not included in this work authorization)				
ATKINS				$ -
Non-DBE Firms:				
None				
DBE Firms:				
None				
Subtotal PHASE III	**$ -**	**$ -**	**$ -**	**$ -**
BASIC SERVICES TOTALS	**$ 119,554.00**	**$ 560.00**	**$ -**	**$ 120,114.00**
SPECIAL SERVICES				
Expenses:				
Miscellaneous Permitting		$0.00		$0.00
Sub-total Expenses:		$0.00		$0.00
Special Services:				
Field Run Surveys - L.I. Smith and Assoc.			$ 2,500.00	$ 2,500.00
Geotechnical Investigations- KS Ware & Assoc.			$ 4,884.00	$ 4,884.00
Resident Project Representative (RPR) Services: N/A			$ -	$ -
Subtotal:	$ -		$ 7,384.00	$ 7,384.00
SPECIAL SERVICES TOTALS	**$ -**	**$0.00**	**$7,384.00**	**$7,384.00**
TOTAL COMBINED				
BASIC SERVICES + SPECIAL SERVICES TOTALS	**$ 119,554.00**	**$ 560.00**	**$ 7,384.00**	**$ 127,498.00**

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Engineering and Design of MTSU Ramp Expansion and Construction of Taxiway E

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Work Authorization for design and bid consultant services by ATKINS North America for the expansion of the MTSU aircraft ramp and construction of Taxiway E.

Staff Recommendation

Approve the Work Authorization for ATKINS North America for the amount of $118,045.

The Airport Commission has approved the Work Authorization at their May Airport Commission meeting.

Background Information

The Tennessee Division of Aeronautics awarded Murfreesboro Airport $1,000,000 in an Airport Economic Development Grant. This award funds a portion of the cost to expand the apron used by the MTSU Aerospace Program. It also funds construction of Taxiway E; infrastructure necessary to meet the current and future demands of the MTSU Aerospace Department's continuing increased enrollment. This project will help facilitate continued growth of the MTSU Airport Campus over the coming years.

Council Priorities Served

Responsible budgeting

State grants are critical to supplement City funding of its infrastructure needs.

Improve economic development

Airport improvements are an important economic development tool and assist in the creation of employment opportunities in the City.

Fiscal Impact

The Airport Economic Development Grant funds 63% of the cost of this Work Authorization. Lease agreement with MTSU will fund the City's debt service on the remaining portion of the construction costs.

Attachments

ATKINS Work Authorization

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ATKINS
Member of the SNC-Lavalin Group

Murfreesboro Municipal Airport (MBT)

Work Authorization Number B-08-20

MTSU Apron Expansion

Date _____

TAD Project No. 75-555-0260-20

Atkins No. _____
(Project Identification No.)

SCOPE OF SERVICES:

Atkins N.A. (CONSULTANT) shall provide professional services for the design and bid phase services for the "MTSU Apron Expansion" development at the Murfreesboro Municipal Airport. The Scope of CONSULTANT's services are more particularly described in Attachment A and made a part of this Work Authorization.

TIME OF PERFORMANCE:

The services of the CONSULTANT under this Work Authorization shall be completed within the time allotted by TDOT Aeronautics Division (TAD) and based on the grant expiration date of _____. In conducting the project, the CONSULTANT shall keep the City of Murfreesboro (OWNER) informed as to the status, anticipated activities, schedule changes, and any known problem areas. The OWNER may grant extensions of time to the CONSULTANT for the performance and completion of services and work under this Work Authorization (WA) if there are delays due to circumstances reasonably beyond the control of the CONSULTANT and at the approval of TAD.

COMPENSATION:

The OWNER shall compensate the CONSULTANT under the herein described Scope of Services a Lump Sum amount of One Hundred Ten Thousand, Six Hundred and Sixty-One Dollars ($110,661.00) for Basic Services as estimated by the CONSULTANT and set forth in Attachment A, "Consultant's Estimate of Compensation."

Additionally, the OWNER shall compensate the ENGINEER under the herein described Scope of Services a Not-to-Exceed amount of Seven Thousand, Three Hundred Eighty-Four Dollars ($7,384.00) for Special Services related to Topographic Survey and Geotechnical Investigation, as estimated by the ENGINEER and set forth in Attachment A, "Engineer's Estimate of Compensation."

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ATKINS
Member of the SNC-Lavalin Group

Agreed as to Scope of Services, Time of Performance and Compensation:

Owner: **City of Murfreesboro**

Signature | Date

Printed Name

Approved as to form this 29th Day of May, 2020

DocuSigned by:
Adam F. Tucker
43A2035E51F9401...
Adam Tucker, City Attorney
City of Murfreesboro

Consultant: **Atkins North America, Inc.**

Benedikt Goebel | 5/28/20

Signature | Date

Benedikt Goebel

Printed Name

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ATKINS
Member of the SNC-Lavalin Group

ATTACHMENT A

ENGINEER'S SCOPE OF SERVIECS
WORK AUTHORIZATION No. B-08-20
ATKINS PROJECT No. _____TBD
MTSU APRON EXPANSION
at the
MURFREESBORO MUNICIPAL AIRPORT

May 18, 2020

PROJECT DESCRIPTION AND GENERAL SCOPE OF OR SERVICES

The "MTSU Apron Expansion" project (the Project) involves a number of elements described in the paragraphs below.

1) **Apron and Taxilane Pavements** Basic Services for design of two new **Aprons and Taxiway** on the west side of the airport.
    a. Along with the new aprons a new Taxiway Echo will be constructed to connect the new aprons to parallel Taxiway Alpha. The new Taxiway Echo and associated taxilanes on the new aprons will be designed in conformance with design group B-II standards as set forth in Advisory Circular 150/5300-13A, using the appropriate Taxiway Design Group (TDG) associated with the more demanding of the two aircraft between the Dassault Falcon 50 and the Embraer EMB120 Brasilia as the critical aircraft for turning movements, but limiting the wingspan used for calculating taxilane object free area (OFA) widths to an anticipated maximum wingspan of 65 feet associated with the more demanding of the two aircraft types listed above. Taxilane OFA widths associated with taxi routes within and around the perimeter of the apron areas planned for MTSU's use for parking aircraft used in flight training will be limited to smaller-sized single engine aircraft – currently this is the Diamond Aircraft Industries DA40 Diamond Star. For these areas, a maximum assumed wingspan of 39 feet will be used. New pavement in the main circulation route areas of the development will be designed to support the projected fleet mix while not reducing the current published weight limits of 30,000 pound aircraft with single-wheel main landing gear and 50,000 pound aircraft with dual-wheel main landing gear. Within the

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interior of the small aircraft parking apron areas, the fleet mix will be limited to the types of single engine piston aircraft typically used for flight training by MTSU, with an additional provision that the pavement will perform under routine loading by a fuel truck.

b. In accordance with FAA guidelines, storm drainage design will accommodate the peak flow from the 5-year storm for minor airfield infrastructure. Care will be taken in the design that this will not adversely impact any upstream properties due to backwater conditions, and if such a condition would be created prior to airfield pavements being overtopped, the airfield infrastructure will be sized large enough to prevent such an adverse backwater condition. Storm drainage design will be coordinated with TDEC for the submission of a Storm Water Pollution Prevention Plan (SWPPP) and application for coverage under the statewide NPDES permit for construction stormwater discharge. City requirements for storm drainage design, including any need for stormwater detention ponding, and/or water quality treatment which may be necessary beyond TDEC requirements will be coordinated with City Stormwater officials.

2) **Airfield Electrical Improvements** Basic Services to be included in the Project are as described below:
   a. Taxiway Echo edge lighting consisting of new LED L-861T(L) MITL lights installed on new bases and associated new cable in conduit.
   b. New LED L-858(L) signs with sign legend panels appropriate to the existing taxiway to the north. The existing taxiway to the north will be re-designated as Taxiway Foxtrot, while the existing sign panels there that refer to Taxiway Echo will be re-purposed for installation into the new signs that will be provided for this project area..
3) The design effort for this project will also include **Special Services for a Topographic Survey for Design**, the scope of which will be as more particularly described in Attachment A-1.
4) The design effort will be further supplemented **by Special Services for an Exploratory Geotechnical Investigation** as more particularly described in Attachment A-2.

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I. I. BASIC SERVICES

1. PROJECT DEVELOPMENT PHASE - The following project development phase services have already been completed for elements of this project associated with the new Taxiway Echo based upon the conceptual design completed by the ENGINEER under prior work authorization number B-05-17. As such, the following services pertain to the development of the conceptual design elements for the various aircraft parking and run-up apron areas that were not considered in the efforts undertaken in the prior work authorization.

   A. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
   B. Advise the OWNER as to the necessity of OWNER's providing or obtaining from others data or services required for the Project other than those provided for herein by the ENGINEER and act as OWNER's representative in connection with any such services.
   C. Provide analyses of OWNER's needs to perform planning surveys, site evaluations and comparative studies of prospective alternatives and solutions.
   D. Prepare schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the solutions available to OWNER and setting forth ENGINEER's findings.
   E. Examine viable alternatives and advise the OWNER of those that are compatible with the budget and schedule requirements.
   F. Attend a pre-design conference/project kick-off meeting at the Project site with the OWNER, State, and other interested parties to review the requirements and schedule for the Project.
   G. Perform field reconnaissance/investigation of the Project site to determine the location, extent and method of taxiway pavement rehabilitations.

2. PRELIMINARY DESIGN PHASE

   A. Prepare preliminary design documents consisting of final design criteria,

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preliminary drawings and outline specifications.

B. Based on the information contained in the preliminary design documents and data from site investigations, submit an updated opinion of Project quantities and an Engineer's opinion of probable construction cost.

C. Furnish three (3) copies of the above preliminary design documents and present and review them with OWNER and state.

3. FINAL DESIGN PHASE

A. OWNER will review and accept preliminary design documents as to concept. On the basis of the acceptance of the preliminary design documents ENGINEER will prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and all related Specifications.

B. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

C. Advise OWNER of any adjustments to the latest Project quantities caused by changes in scope or design requirements of the Project and furnish a revised opinion of probable quantities and opinion of probable construction cost based on the Drawings and Specifications.

D. Prepare bid forms for review and approval as to form and concept by OWNER, its legal counsel and other advisors. As appropriate, the agreement and bond forms, general provisions, special provisions, (invitations to bid and instructions to bidders will be provided to the ENGINEER by the OWNER). All of the above documents, plus bid documentation, bond(s), and the drawings and specifications constitute the Contract Document.

E. Furnish five copies of the above documents and present and review them with OWNER, State, and other interested parties.

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F. Furnish two copies of an Engineer's report covering the basis of design.
G. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for approval by TDEC in order to receive an NPDES construction permit.

4. CONSTRUCTION CONTRACT BID AND AWARD PHASE

A. Assist OWNER in advertising for and obtaining bids from prime contractors for construction, materials, equipment and services for the Project.
B. Assist OWNER in conducting and attend a pre-bid conference at the Project site.
C. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
D. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
E. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.
F. Recommend to the OWNER based on ENGINEER's review of the bids, the Contractor that is most responsive to the Project requirements.
G. Prepare conformed documents incorporating addendum(s), if any issued during the bidding phase, and final contract documents to be issued for construction.

II. SPECIAL SERVICES

1. SURVEY FOR DESIGN

The ENGINEER shall procure the services of a Land Surveyor for a Topographic Survey for Design, the scope of which will be described in Attachment A-1

2. GEOTECHNICAL TESTIGN FOR DESIGN

The design effort will be further supplemented by Special Services for an Exploratory Geotechnical Investigation described in Attachment A-2

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III. OWNER'S RESPONSIBILITIES

OWNER shall:

A. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

B. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. Furnish to ENGINEER upon his request, as required for performance of ENGINEER's Scope of Services, any existing available data in the OWNER's possession prepared by the OWNER or by others, including without limitation core borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services.

D. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

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E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project with the assistance of the ENGINEER and pay any permit fees.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require pertaining to the Project.

H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

I. Bear all costs incident to compliance with the requirements of this Section.

END OF ATTACHMENT A

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L.I. Smith and Associates, Inc.
LAND DEVELOPMENT | INFRASTRUCTURE DESIGN
SURVEYING SERVICES
475 Metroplex Dr., Suite 212, Nashville, Tennessee 37211 | 615.256.0290| www.lismith.com

May 14, 2020

Benjamin Totty, EIT
ATKINS
Submitted Via E-mail
Benjamin.Totty@atkinsglobal.com

RE: Murfreesboro Municipal Airport Area 2 – Taxiway Foxtrot Supplemental Topography

Mr. Totty:

L. I. Smith and Associates, Inc. ("LIS" or "Consultant") is pleased to submit this fee letter to ATKINS ("Client") for providing professional surveying services for to the Murfreesboro Municipal Airport.

Project Understanding

ATKINS has requested a proposal for surveying services to support the engineering efforts for additional topography near the Taxiway Foxtrot Extension and Apron Development project. ATKINS has provided an exhibit of the proposed area and LIS's proposal is based on the area presented in the attached Exhibit.

Scope of Services

LIS will provide the services specifically set forth below.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the Client to provide updates, coordinate project reviews, and other activities to help the Client keep the project stakeholders generally informed of the progress of the project.
- Project Review Meetings – consists of attending and producing meeting minutes for up to two project meetings.
- Project Administration – administrative and accounting activities related to the day to day management of this project.

Task 2 – Topographic Survey

A topographic plan will be prepared to show the existing site conditions. The topographic survey will include:

- Physical locations will be tied to the existing Airport Control provided to LIS or will be based on the Tennessee State Plane Coordinate System establish by GNSS methods.
- Local site horizontal and vertical control points will be established as the basis of the survey.
- Survey will result in a 1-foot contour interval with spot elevations at key locations where the contours are insufficient to model the surface.
- Generally, the topographic survey will be based on a 25-ft spacing of survey measurements.

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- All visible site features within the survey limits will be shown including pavements, taxiways, buildings, sidewalks, paint striping, signs, poles, storm water structures, and above ground evidence of utilities.
- Any painted underground utilities will be surveyed, and LIS will coordinate with ATKINS to map underground utilities based on the best available evidence provided to LIS.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Construction Layout

Additional Services

Any other services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Deliverables

LIS will provide survey information for the Client to use for design in AutoCAD format. If the Client wishes for the survey information to be included in a plan set or bid documents, LIS will provide sealed drawings in a pdf format. It is the Client's responsibility to provide LIS with any preferred file naming conventions, project sheet borders, or other project specific requirements.

Fee and Expenses

LIS will perform the services in Tasks 1-2 for the total lump sum fee below.

Total Lump Sum Fee	**$3,500.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your approval of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to L. I. Smith and Associates, Inc., and "Client" shall refer to the ATKINS.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Regards,

L. I. SMITH AND ASSOCIATES, INC.

Craig Pearson
Nashville Branch Manager

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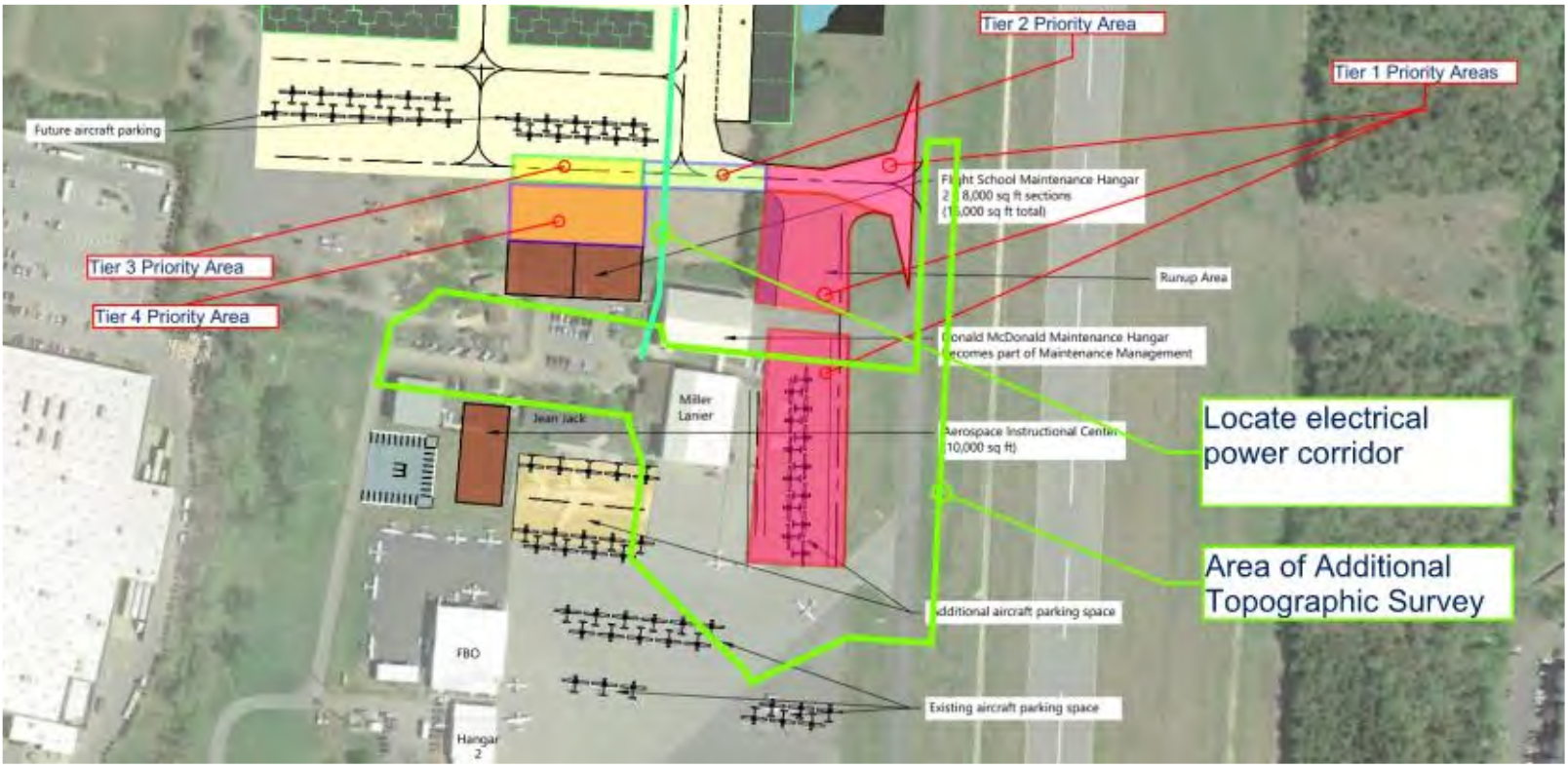
ATTACHMENT A-1

Exhibit



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KSWA
[KS WARE & ASSOCIATES]
NASHVILLE, TN | BOWLING GREEN, KY | CHATTANOOGA, TN | PENSACOLA, FL

May 15, 2020

Mr. Joseph Howes, EI
Atkins North America, Inc.
404 BNA Drive, Suite 600
Nashville, Tennessee 37217

Subject: **Proposal for Exploratory Excavation Evaluation**
Murfreesboro Municipal Airport – MTSU Apron Expansion
Murfreesboro, Tennessee

Dear Mr. Howes:

K. S. Ware and Associates, L.L.C. (KSWA) is pleased to present this proposal for geotechnical services for the proposed MTSU Apron Expansion project at the Murfreesboro Municipal Airport in Murfreesboro, Tennessee. This proposal contains a review of the provided project information, an outline of the proposed scope of services, fee, and authorization instructions.

PROJECT INFORMATION

Project information was provided by Joseph Howes and Darren Duckworth of Atkins North America, Inc (ATKINS) in several e-mails dated May 13, 2020 to Julián Giraldo of KSWA. The e-mails included a site plan showing the area of the proposed apron expansion with proposed exploratory excavation locations shown.

ATKINS requested KSWA perform the exploratory excavations, evaluate the subsurface conditions based on the conditions encountered at the excavation locations and provide recommendations for site grading and paving. We have outlined our proposed scope of services and schedule in the sections below.

SCOPE OF SERVICES

The geotechnical investigation will consist of seven exploratory excavations approximately at the requested locations. We will perform Dynamic Cone Penetrometer (DCP) tests at each excavation to evaluate the existing subgrade soils. The DCP tests will be performed to an estimated depth of about 36 inches below existing grade or penetration refusal, whichever is shallower. We will also collect samples of the soils encountered for laboratory testing. Anticipated tests include, but may not be limited to: Moisture Content tests, Atterberg Limits tests, Soil Density/Moisture Relationship Determinations using Standard Effort (Proctor), and California Bearing Ratio (CBR) test. The excavations will be backfilled with excavated soils upon completion.

The excavations will be located by KSWA personnel by estimating distances from existing site landmarks. Surveying of horizontal and vertical excavation coordinates is not included. Exploration of the refusal materials is not included.

Upon completion of our field and laboratory work, we will use the data from our exploration and our experience to prepare a geotechnical report that includes the following:

52 Lindsley Ave., Suite 101 | Nashville, TN 37210
615.255.9702 phone | 615.256.5873 fax | info@kswarellc.com

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- Exploration data,
- Comments concerning subsurface conditions and site geology,
- Recommendations for subgrade preparation,
- Comments regarding the suitability of the on-site soil for reuse as fill,
- Recommendations for fill placement and embankment construction,
- Recommendations regarding subsurface drainage,
- Recommendations for subgrade support characteristics of the subgrade prepared as recommended,
- Excavation location plan,
- Boring logs,
- Laboratory testing results; and
- Description of procedures used.

SCHEDULE

We generally can begin geotechnical field activities within one week of written authorization. Field activities should be completed in about one day, with laboratory test results taking an additional two weeks. The report will be issued within two weeks after the completion of the laboratory testing. We can discuss the findings of the geotechnical investigation and our preliminary recommendations after we have reviewed the field data. Should unforeseen conditions be encountered during our field work which would cause a change in scope as identified in this proposal, we will contact you prior to mobilizing from the site to discuss these conditions. Preliminary information can be provided to you ahead of the completion of the report

ASSUMPTIONS AND LIMITATIONS

Our proposed geotechnical scope and fee are based on the following additional assumptions and limitations:

- ATKINS will coordinate with the Murfreesboro Municipal Airport personnel for access to the site.
- Special training, badges, or escorts will not be required for access to the project site.
- KSWA will contact Tennessee One-Call to locate utilities. KSWA will rely on the Murfreesboro Municipal Airport personnel to locate any utilities outside of the Tennessee One-Call jurisdiction.
- The field work can be completed during normal daylight working hours (i.e., 7 a.m. to 5 p.m.).
- Site-restoration services (except backfilling excavations as noted) are not included.
- Evaluation of the site for the presence or absence of asbestos, lead-based paint, organic growth or toxic mold, radon, wetlands, endangered or threatened species, historic or cultural resources, historic land use, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air is not included.

FEE AND BILLING INFORMATION

We propose a lump sum fee of **$4,884** for the geotechnical services. The project fee will be invoiced monthly as a percentage complete. This fee will not be exceeded without a change in scope of services and prior authorization by the client. Our fee covers the activity required to present our findings in report form. Our fee does not include time to review drawings, preparation of construction specifications, special conferences and any other activities requested after submittal of our report.

If additional utility location using ground penetrating radar systems is needed, an additional lump sum cost of **$1,000** will be requested for services rendered.

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PROPOSAL ACCEPTANCE

To authorize our services, please issue a Task Order referencing this project under our Master Agreement with ATKINS, dated May 17, 2010.

Thank you for the opportunity to provide these geotechnical services for your project. We are looking forward to working with you again. Please contact us if you have any questions about this request.

Sincerely,

K. S. Ware and Associates, LLC

Julián D. Giraldo, EI
Staff Professional

Derek L. Hodnett, PE, PG
Senior Geotechnical Engineer

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

I. BASIC SERVICES

ITEM NO.	TASK	MANHOURS BY CLASSIFICATION								
		DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ELECTRICAL ENGR.	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT
PHASE I - PRELIMINARY DESIGN (30%)										
30% DESIGN										
1	Design Restart Kick-off / Review Design Paramaters		4				2			
2	Coordination with Local Codes and Utility Depts, and Power Company Representatives		2							
3	Coordination with Local Stormwater Representatives		4				2			
4	Coordinate Building Footprint Layout and Utility Requirements with Owner and Prospective Tenant		4							
5	Incorportate Survey into Base Map and survey verification site visit									
6	Incorporate Geotechnical Findings and Finalize Pavement Design		4			8	4			
7	Conduct the Stormwater Analysis		4			4	16			
8	Design & Prepare 30% Progress Plans (approx. 40 Civil sheets total):	0	30	0	0	32	37	32	26	0
	> Title Sheet									
	> Index of Drawings and Schedule of Quantities						2			
	> General Notes						2			
	> Project Layout Plan - Staging/Access/Haul Routes		2				2			
	> Construction Phasing & Sequencing		2				4		4	
	> Safety Notes and Details								2	
	> Existing Condition Plans						2		2	
	> Demolition Plans						2		4	
	> Pavement Geometric Plans		4			4	4	8		
	> Site Grading and Drainage Plans		4			8	4	8		
	> Initial and Final EPSC Plans					6			2	
	> Utility Plans - Water, Sewer, Gas, Electric		4				4		2	
	> Utility Details - Water, Sewer, Gas, Electric		2				4		4	
	> Typical Sections and Pavement Details		2			4			2	
	> Storm Drainage Details and Profiles		4				7		4	
	> Pavement Marking Plans and Details		2					4		
	> T-hangar building plans		4			10				
	> Airfield Lighting Plans				0			12		
9	Prepare Technical Specifications to 30% level of completion		2			4				4
10	Prepare 30% Cost Estimate		2			4	4		4	
11	In-House QCAP Review		2	8		2			2	
12	Preparation for and Attendance at 30% Design Review Meeting		4				2			
13	Incorporate Comments from QCAP and Review Meeting		4			8	8	8	8	
14	Process Subconsultant Invoices / General Project Admin	4	4							2
	TOTAL HOURS:	4	70	8	0	62	75	40	40	6
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 1,016.00**	**$ 10,710.00**	**$ 1,368.00**	**$ -**	**$ 8,060.00**	**$ 7,837.50**	**$ 4,600.00**	**$ 3,320.00**	**$ 414.00**
	ATKINS LABOR SUBTOTAL:									**$ 37,325.50**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED):TAL (ROUNDED): $37,326.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

I. BASIC SERVICES

ITEM NO.	TASK	MANHOURS BY CLASSIFICATION								
		DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ELECTRICAL ENGR.	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT
PHASE II - FINAL DESIGN (60, 90 and 100%)										
60% DESIGN										
1	Continue Coordination with Local Agencies		4				2			
2	Prepare Design Plans to 60% level of completion		16		20	20	20	20	20	
3	Prepare Technical Specifications to 60% level of completion		2			6				4
4	Prepare 60% Cost Estimate		2			6	6		4	
5	In-House QCAP Review		2	8		2			2	
6	Preparation for and Attendance at 60% Design Review Meeting		4				2			
7	Incorporate Comments from QCAP and Review Meeting		4			6	12	6	10	
8	Process Subconsultant Invoices / General Project Admin	2	4			8				2
	TOTAL HOURS:	2	38	8	20	48	42	26	36	6
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 508.00**	**$ 5,814.00**	**$ 1,368.00**	**$ 3,360.00**	**$ 6,240.00**	**$ 4,389.00**	**$ 2,990.00**	**$ 2,988.00**	**$ 414.00**
	ATKINS LABOR SUBTOTAL:									**$ 28,071.00**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): $28,071.00

90% DESIGN

1	Finalize Coordination with Local Agencies		4				2			
2	Finalize Remaining Design Plans to 90% level of completion		10		12	16	16	16	16	
3	Prepare Technical Specifications to 90% level of completion		2			6				4
4	Prepare 90% Cost Estimate		2			6	6		4	
5	In-House QCAP Review		2	8		2			2	
6	Preparation for and Attendance at 90% Design Review Meeting		4				2			
7	Incorporate Comments from QCAP and Review Meeting		4			5	8	6	8	
8	Process Subconsultant Invoices / General Project Admin	2	4			8				2
9	SWPPP Preparation/Coordination with TDEC	2	2				4			
10	Coordination with City Stormwater Dept/Land disturbance permit	2	2				2			2
	TOTAL HOURS:	6	36	8	12	43	40	22	30	8
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 1,524.00**	**$ 5,508.00**	**$ 1,368.00**	**$ 2,016.00**	**$ 5,590.00**	**$ 4,180.00**	**$ 2,530.00**	**$ 2,490.00**	**$ 552.00**
	ATKINS LABOR SUBTOTAL:									**$ 25,758.00**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): $25,758.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

I. BASIC SERVICES

ITEM NO.	TASK	MANHOURS BY CLASSIFICATION								
		DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ELECTRICAL ENGR.	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT
100% DESIGN (Issued for Bid)										
1	Finalize Coordination with Local Agencies		4				2			
2	Finalize Remaining Design Plans		4		4	12	12	8	12	
3	Prepare Technical Specifications to IFB level of completion		2			4				4
4	Prepare IFB Cost Estimate		2			4				
5	In-House QCAP Review		2	4					2	
6	Process Subconsultant Invoices / General Project Admin	2	4			8				2
	TOTAL HOURS:	2	18	4	4	28	14	8	14	6
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$ 508.00**	**$ 2,754.00**	**$ 684.00**	**$ 672.00**	**$ 3,640.00**	**$ 1,463.00**	**$ 920.00**	**$ 1,162.00**	**$ 414.00**
	ATKINS LABOR SUBTOTAL:									**$ 12,217.00**

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): $12,217.00

PHASE III - BID PHASE

1	Prepare for and Attend PreBid Conference		2			2				
2	Respond to Bidder Questions / Requests for Information (RFIs)		8			4	4	4		
3	Prepare Addendums		8			2	2		8	
4	Analyze Bids, Bid Tabulation and Prepare Letter of Recommendation		4				2			2
	TOTAL HOURS:	**0**	**22**	**0**	**0**	**8**	**8**	**4**	**8**	**2**
	LABOR RATE	$254.00	$153.00	$171.00	$168.00	$130.00	$104.50	$115.00	$83.00	$69.00
	EXTENDED TOTAL:	**$0.00**	**$3,366.00**	**$0.00**	**$0.00**	**$1,040.00**	**$836.00**	**$460.00**	**$664.00**	**$138.00**
	ATKINS LABOR SUBTOTAL:									**$6,504.00**

FINAL DESIGN/BID LABOR SUBTOTAL (ROUNDED): $ 6,504.00

LABOR SUBTOTAL (ROUNDED): $109,876.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

TRIP SUMMARY TABLE

		PHASE I - PRELIMINARY DESIGN (30%)			PHASE II - FINAL DESIGN (60, 90 and 100%)			PHASE III - BID PHASE		
Reference Task No.	Trip Purpose	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays
30%.1	Kick-off Meeting	2	1	0	0	0	0	0	0	0
30%.5	Survey Review Site Visit	2	1	0	0	0	0	0	0	0
30%.12	30% Design Review Meeting	2	1	0	0	0	0	0	0	0
60%.6	60% Design Review Meeting	0	0	0	2	1	0	0	0	0
90%.6	90% Design Review Meeting	0	0	0	2	1	0	0	0	0
IFB.1	Pre-Bid Meeting	0	0	0	0	0	0	2	1	0
IFB.4	Bid Opening	0	0	0	0	0	0	1	1	0
	Totals:	**6**	**3**	**0**	**4**	**2**	**0**	**3**	**2**	**0**

PRELIMINARY DESIGN DEVELOPMENT EXPENSES

Travel 30% Design		**Unit Cost**	**Units**	**Extended Totals**
Airfare		$ 450.00	0	$ -
Hotel		$ 162.00	0	$ -
Rental Car		$ 45.00	0	$ -
Company Vehicle Mileage (@ 60 mi./trip)		$ 0.545	180	$ 98.10
Meals & Incidentals		$ 59.00	0	$ -
M&IE 1st Day/Last Day		$ 44.25	0	$ -
Travel Subtotal				$ 98.10
Printing/Postage 30% Design	**Units**	**Unit Cost**	**Sets**	**Extended Totals**
Printing 8.5x11	55	$ 0.13	4	$ 28.60
Printing 11x17	30	$ 0.19	4	$ 22.80
Plotting Large Format 22x34	2	$ 3.42	2	$ 13.68
Binding	1	$ 4.00	4	$ 16.00
Postage	1	$ 15.00	4	$ 60.00
Printing/Postage Subtotal				$ 141.08
Subtotal Estimated Direct Costs 30% Design:				**$ 239.18**
PRELIMINARY DESIGN EXPENSES SUBTOTAL (ROUNDED):				**$ 240.00**

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

FINAL DESIGN DEVELOPMENT EXPENSES

Travel 60, 90, and 100% Design		Unit Cost	Units	Extended Totals
Airfare		$ 450.00	0	$ -
Hotel		$ 162.00	0	$ -
Rental Car		$ 45.00	0	$ -
Company Vehicle Mileage (@ 60 mi./trip)		$ 0.545	120	$ 65.40
Meals & Incidentals		$ 59.00	0	$ -
M&IE 1st Day/Last Day		$ 44.25	0	$ -
Travel Subtotal				$ 65.40
Printing/Postage 60, 90, and 100% Design	**Units**	**Unit Cost**	**Sets**	**Extended Totals**
Printing 8.5x11	55	$ 0.13	6	$ 42.90
Printing 11x17	30	$ 0.19	6	$ 34.20
Plotting Large Format 22x34	2	$ 3.42	4	$ 27.36
Binding	1	$ 4.00	6	$ 24.00
Postage	0	$ 15.00	4	$ -
Printing/Postage Subtotal				$ 128.46
Subtotal Estimated Direct Costs 60, 90 and 100% Design:				**$ 193.86**
FINAL DESIGN EXPENSES SUBTOTAL (ROUNDED):				**$ 195.00**

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

BID EXPENSES

Travel Bid Phase		Unit Cost	Units	Extended Totals
Airfare		$ 450.00	0	$ -
Hotel		$ 162.00	0	$ -
Rental Car		$ 45.00	0	$ -
Company Vehicle Mileage (@ 60 mi./trip)		$ 0.545	180	$ 98.10
Meals & Incidentals		$ 59.00	0	$ -
M&IE 1st Day/Last Day		$ 44.25	0	$ -
Travel Subtotal				$ 98.10
Printing/Postage Bid Phase	**Units**	**Unit Cost**	**Sets**	**Extended Totals**
Printing 8.5x11	375	$ 0.13	4	$ 195.00
Printing 11x17	30	$ 0.19	4	$ 22.80
Plotting Large Format 22x34	2	$ 3.42	2	$ 13.68
Binding	1	$ 4.00	4	$ 16.00
Postage	0	$ 15.00	0	$ -
Printing/Postage Subtotal				$ 247.48
			Subotal Estimated Direct Costs Bid Phase:	**$ 345.58**
			BID EXPENSES SUBTOTAL (ROUNDED):	**$ 350.00**

EXPENSES SUBTOTAL (ROUNDED):	**$ 785.00**

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ATTACHMENT B - ATKINS FEE PROPOSAL SUMMARY

MURFREESBORO MUNICIPAL AIRPORT
MTSU APRON DEVELOPMENT
TAD # 75-555-0260-20

PROJECT / TASK	ATKINS LABOR TOTAL	EXPENSES	SUBCONSULT. FEE	TOTAL FEE ($)
PHASE I - PRELIMINARY DESIGN (30%)				
ATKINS	$37,326.00	$ 240.00		$ 37,566.00
Non-DBE Firms:				
None				$ -
DBE Firms:				
None				$ -
Subtotal PHASE I	**$ 37,326.00**	**$ 240.00**	**$ -**	**$ 37,566.00**
PHASE II - FINAL DESIGN (60, 90 AND 100 %)				
ATKINS	$66,046.00	$ 195.00		$ 66,241.00
Non-DBE Firms:				
None				$ -
DBE Firms:				
None				$ -
Subtotal PHASE II	**$ 66,046.00**	**$ 195.00**	**$ -**	**$ 66,241.00**
PHASE III - BID PHASE				
ATKINS	$ 6,504.00	$ 350.00		$ 6,854.00
Non-DBE Firms:				
None				$ -
DBE Firms:				
None				$ -
Subtotal PHASE III	**$ 6,504.00**	**$ 350.00**	**$ -**	**$ 6,854.00**
PHASE IV- CONSTRUCTION PHASE SUPPORT (Not included in this work authorization)				
ATKINS				$ -
Non-DBE Firms:				
None				
DBE Firms:				
None				
Subtotal PHASE IV	**$ -**	**$ -**	**$ -**	**$ -**
BASIC SERVICES TOTALS	**$ 109,876.00**	**$ 785.00**	**$ -**	**$ 110,661.00**
SPECIAL SERVICES				
Expenses:				
Miscellaneous Permitting		$0.00		$0.00
Sub-total Expenses:		$0.00		$0.00
Special Services:				
Field Run Surveys - L.I. Smith and Assoc.			$ 2,500.00	$ 2,500.00
Geotechnical Investigations- KS Ware & Assoc.			$ 4,884.00	$ 4,884.00
Resident Project Representative (RPR) Services: N/A			$ -	$ -
Subtotal:	$ -		$ 7,384.00	$ 7,384.00
SPECIAL SERVICES TOTALS	**$ -**	**$0.00**	**$ 7,384.00**	**$7,384.00**
TOTAL COMBINED				
BASIC SERVICES + SPECIAL SERVICES TOTALS	**$ 109,876.00**	**$ 785.00**	**$ 7,384.00**	**$ 118,045.00**

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Purchase of Insurance Coverage for the City

Department: Legal Department

Presented by: Adam Tucker, City Attorney

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

The Legal Department requests that Council approve the purchase of insurance coverages for the City, summarized in Exhibit A, for FY2021.

Staff Recommendation

The Legal Department requests that Council approve the following insurance coverages for the City for FY2021:

1. General Liability, Auto Liability, Errors and Omissions Liability (including Employment Practices Liability), and Law Enforcement Liability from Public Entity Partners;
2. Collision and Comprehensive Vehicle Insurance for all vehicles whose value equals or exceeds $75,000 from Public Entity Partners;
3. Catastrophic Vehicle Damage Insurance from Public Entity Partners;
4. Commercial Package Property Insurance from Travelers;
5. Crime Insurance (including Faithful Performance of Duty Coverage) from Travelers;
6. Cyber Insurance from Beazley; and
7. Workers' Compensation Insurance from Public Entity Partners.

The Legal Department also requests that Council authorize the payment of the premiums for each policy set forth in Exhibit A and authorize the Mayor, City Manager, and City Attorney to execute any documents necessary to bind and secure such coverage.

Background Information

With the exception of Items 2, 3, and 5, all of the insurance policies being recommended are renewals from last year. There are no meaningful coverage changes to the liability (Item 1) and workers' compensation (Item 7) coverages. There are, however, some

changes in the terms of coverage for the property insurance (Item 4), mostly with respect to flood insurance as is reflected by the additional $25,000 premium just to maintain the current level of coverage ($2,000,000) for property located in a Class A Flood Zone.

Item 2, Collision and Comprehensive Vehicle Insurance for all vehicles whose value equals or exceeds $75,000, would be purchased from Public Entity Partners. Public Entity Partners is a municipal insurance pool established pursuant to the Interlocal Cooperation Act. Pursuant to state law and Section 2-10(E)(2)(f) of the Murfreesboro City Code, the City may purchase from an entity like Public Entity Partners without public advertisement and acceptance of competitive sealed bids. This policy will cover a gap in the City's risk management program, by providing coverage for potentially expensive repairs to the City's fire apparatus, garbage trucks, dump trucks, buses, and similar vehicles.

Item 3 is similar to the inland marine insurance coverage the City has maintained with Travelers for the past few years. It provides catastrophic coverage in the event multiple City vehicles are damaged in a single event, e.g., a hailstorm, and the total damage exceeds $100,000. By purchasing the coverage through Public Entity Partners, however, the City will realize a premium savings of roughly $10,000 over FY2020.

The City is also able to purchase Item 5, Crime Insurance, without public advertisement and acceptance of competitive bids, because the total premium for the coverage does not exceed $25,000. This policy increases the City's coverage limits from $50,000 to $2,000,000 for most claims and to $1,000,000 for faithful performance of duty claims, but for a premium that is less than $2,400 more than what the City paid for much less coverage last year.

As with the crime insurance, the Legal Department is recommending that the City significantly increase the coverage limits on its cyber insurance policy (Item 6)—from $1,000,000 to $3,000,000. Beazley is the City's current carrier, and this increased coverage can be achieved with a premium increase of only $7,250 over FY2020.

Council Priorities Served

Safe and Livable Neighborhoods

Strong and Sustainable Financial and Economic Health

Fiscal Impacts

The proposed risk management and insurance program should <u>decrease</u> the City's insurance costs for the covered risks by approximately $14,000, while also increasing coverage for several different types of risk.

The most significant cost savings is in the proposed liability insurance program. By eliminating a separate law enforcement liability policy and combining the coverage with the City's other liability coverages in one policy, the City can reduce its maximum expenditures for claims—the sum of policy premiums and self-insured retention—by over $137,000 when compared to FY2020.

Much of this savings, however, is offset by an increase in the City's property insurance

premium of $86,330. Some of this increase relates to the addition of Salem Elementary School and other new buildings to the City's list of insured assets, but most of it reflects changes in the marketplace, especially in the reinsurance markets for storm- and flood-related risks.

The quoted premiums for vehicle damage insurance, cyber insurance, and crime insurance are also higher than last year, but these premiums largely reflect the cost of increasing the City's insurance coverage for these risks. It is likely that the vehicle damage insurance for vehicles whose value is at least $75,000 will also reduce the City's self-insured portion of this risk, although the size of the reduction cannot be quantified at this time.

Finally, the cost of the City's workers' compensation program is expected to decrease by about $5,000 next year.

Attachments:

Exhibit A – Summary of Insurance Coverages

Exhibit A – Summary of Insurance Coverages

Insurance Carrier	Insurance Coverage	Budgeted FY2020	Proposed FY2021	Cost Difference
Public Entity Partners	**Liability**			
	Self-Insured Retention	$300,000	$500,000	$200,000
	Law Enforcement $25,000 per Claim Deductible	$150,000	$0	($150,000)
	Total Premiums	$578,785	$391,565	($187,220)
	General Liability	$119,716	$80,532	($39,184)
	Errors & Omissions/Employment Practices	$171,367	$132,766	($38,601)
	Auto Liability	$121,508	$64,501	($57,007)
	Law Enforcement	$166,194	$113,766	($52,428)
	Total Maximum Expenditure for Claims Made in FY	**$1,028,785**	**$891,565**	**($137,220)**
Travelers	**Property and Building Contents (claims > $100,000)**			
	Premium	**$223,742**	**$310,072**	**$86,330**
	If Flood Insurance was limited to $1,000,000, premium would be $285,072.			
Public Entity Partners	**Auto Property Damage**			
	Premium	**$35,245**	**$67,804**	**$32,559**
	Auto Catastrophic (Loss from any event >$100,000) plus comprehensive/collision coverage for Rover buses	$35,245	$19,250	($15,995)
	Comprehensive/Collision for Vehicles Valued $75,000 or more ($5,000 per claim deducible)	None, Self-Insured	$48,554	$48,554
Travelers	**Crime (including Faithful Performance of Duty Coverage)**			
	Premium	**$4,859**	**$7,248**	**$2,389**
	Coverage increased from $50,000 to $2,000,000 for most claims and $1,000,000 for Faithful Performance of Duty			

Insurance Carrier	Insurance Coverage	Budgeted FY2020	Proposed FY2021	Cost Difference
Beazley	**Cyber**			
	Premium	**$14,700**	**$21,950**	**$7,250**
	Coverage increased from $1,000,000 to $3,000,000			
Public Entity Partners	**Workers' Compensation**			
	Self-Insured Retention	$500,000	$500,000	$0
	Premium	$824,089	$818,989	($5,100)
	Total Maximum Expenditure for Claims Incurred in FY	**$1,324,089**	**$1,318,989**	**($5,100)**
Total Cost		**$2,631,420**	**$2,617,628**	**($13,792)**

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Sewer Inspection & Asset Management Software

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

To purchase new software to collect, report, and analyze pipeline inspection data.

Staff Recommendation

Approval to purchase WinCan, sewer inspection and asset management software from Sansom Equipment Company.

Background Information

Our current software products are experiencing detrimental errors daily and O&M is not receiving adequate support from the vendor. O&M evaluated two leading products on the market and is recommending the purchase of WinCan. With WinCan's a 15-year track record and the market's largest installed base, it supports emerging technologies like GIS and Cityworks integration, virtual 3D, side scanning and laser profiling, as well as popular defect catalogs like PACP and WRc.

Initial Hardware & Software Cost	
WinCan	ITPipes
$53,138	$34,900

Annual Maintenance Costs	
WinCan	ITPipes
$6,028	$14,500
$6,028	$14,500
$6,028	$14,500
$18,084	$43,500

Council Priorities Served

Expand Infrastructure

By installing updated software, MWRD can effectively manage the departments' assets.

Fiscal Impacts

The department will purchase the referenced hardware and software from Sansom Equipment Company in the amount of $53,138 with funding coming from reserves.

Attachments

WinCan Quote

QUOTE

QUOTE #	*SECQ1773*
DATE	*Apr 21, 2020*
CONTRACT CUSTOMER ID #	
CONTRACT #	*HGAC SC01-18*

To: Matt Powers
Murfreesboro Water & Sewer
1725 S Church St
Murfreesboro, TN 37130
United States

(629) 335-1830
mpowers@murfreesborotn.gov

Sales Contact: Danny Paladino
615-856-0534
danny@secequip.com

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
HGAC Contract	Customer Location		Net Delivery

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries.	$12,500.00	$37,500.00
1	Two Day On-Site Installation and Training includes instructor's time and expenses	$3,370.00	$3,370.00
12	Wincan Data - 100 GB annual	$69.00	$828.00
3	Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	$1,733.33	$5,199.99
1	During Covid Virus - on site training is suspended for a few months. However, WINCAN will do online setup training for FREE. Internet in truck required, whether on WIFI.	$0.00	$0.00
1	This quote does NOT include a computer. Murfreesboro is responsible for computer and specifications on computer.	$0.00	$0.00
2	Rackmount Computer	$2,700.00	$5,400.00
2	Aver Video Card	$420.00	$840.00

This quote does not include any federal, state, or local taxes.
* In stock equipment are subject to prior sale. *

Please contact me if I can be of further assistance.

SUBTOTAL	$53,137.99
TOTAL	$53,137.99

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Final Bulk Water Purchase and Sale Agreement with Marshall County, TN
Department:	Water Resources
Presented by:	Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Final approval for a bulk water purchase and sale agreement with Marshall County for 216,000 gallons per day of drinking water from Murfreesboro Water Resources for a minimum period of 5-years while they construct a new drinking water plant.

Staff Recommendation

Approve the final contract for bulk water purchase and sale to Marshall County.

Background Information

Marshall County currently has a moratorium on building in their water system due to lack of capacity and inability to serve new development. Marshall County anticipates constructing a new drinking water plant but would like to purchase water for an interim period prior to completing this project.

MWRD has the ability to supply an additional 216,000 gpd into CUD's system and CUD subsequently transfer the water to a pre-existing connection with Marshall County's water system.

The final terms in the attached contract are summarized as follows:

- Contract is a three-party contract between Marshall County, Consolidated Utility District of Rutherford County and the City of Murfreesboro.
- Contract is limited to 7-yrs with six, one-year automatic renewal options subject to the following requirements:
    - Requirements for extending the agreement into the fifth year will require Marshall County approved drinking water treatment plant plans from the Tennessee Department of Environment and Conservation that affords the County the ability to provide sufficient quantities of water to offset the quantity supplied by City and transported by CUD.
    - Requirements for extending the agreement into the sixth and seventh year will require Marshall County letting the bid and starting construction for an approved drinking water treatment plant that affords the County the ability to provide sufficient quantities of water to offset the quantity supplied by City and transported by CUD.

- Contract terms limit the flow to a maximum of 216,000 gallons per day.
- Terms restrict the flow to coincide with MWRD's nonessential use reductions goals when a drought or other emergency is declared by the Mayor.
- Contract terms define the sale of water to be based on MWRD's wholesale rate, or $2.35 per 1,000 gallons, subject to change annually based MWRD's cost of service study, system audit, or other appropriate method.
- Contract terms afford CUD the ability to charge a transportation rate of $1.17 per 1,000 gallons, subject to change annually based on CUD's cost of service study or other study.

Marshall County's Board of Public Utilities has agreed to the terms of the contract as has Consolidated Utility' Board of Commissioners.

Council Priorities Served

Improve economic development

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

Fiscal Impacts

MWRD's cost wholesale rate to Marshall County is proposed at $2.35 per thousand gallons. Selling 216,000 gallons per day to Marshall County would generate roughly $508 per day, or $185,274 per year to MWRD's water sales revenue.

Operational Issues

200,000 gpd represents 1% of the Stones River Water Treatment Plant's production capacity, or 20 MGD. MWRD's future requirement, under water restrictions during a drought in 2035, is a yield of 15.14 MGD; 216,000 gpd represents 1.4% of that total. MWRD is currently contracted with the Corps for 12.9 MGD during a drought period; 216,000 gpd represents 1.7% of that total.

BULK WATER PURCHASE, SALE, AND TRANSPORTATION AGREEMENT

THIS AGREEMENT for the purchase and sale of water is entered into as of the Effective Date listed herein, by and between the CITY OF MURFREESBORO, a Tennessee Municipal Corporation, acting on its own behalf and on behalf of the Murfreesboro Water Resources Department (hereinafter, "City"); CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, a Tennessee Utility District incorporated pursuant to the Utility District Law of 1937, Tenn. Code Ann. Title 7, Chapter 82 (hereinafter, "CUD"); and the MARSHALL COUNTY BOARD OF PUBLIC UTILITIES, a local public agency acting under the authority of Marshall County, Tennessee (hereinafter, "County").

WITNESSETH:

WHEREAS, due to capacity constraints in its system, County has faced significant challenges meeting current demand and has been unable to serve new development within its service area;

WHEREAS, County seeks a secondary source of potable drinking water on an interim basis while County constructs improvements to its drinking water supply system;

WHEREAS, City has capacity within its system to provide County with drinking water in such amounts as will allow County to meet current demands and provide for short-term growth;

WHERAS, CUD currently has connection points with both the City and County water systems, and CUD is further willing and able to transport City water into the CUD system for the use and benefit of the County; and

WHEREAS, the parties desire to enter into this Agreement for the purposes herein stated and for the mutual benefit of the parties and the citizens thereof,

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby contract and agree as follows:

1. **Term of Agreement**. This Agreement shall be effective upon the date of delivery of water under the terms of this Agreement and shall continue for an initial period of one (1) year. City shall notify CUD and County in writing on the date that water becomes available at the master meter as defined herein, and said notice shall become a part of this Agreement for the purpose of determining the Effective Date. The term of this Agreement shall automatically renew for six (6) additional one (1) year periods, subject to the requirements of subsections 1a. and 1b. below, unless a party shall terminate by providing written notice to all other parties no later than ninety (90) days before the end of the then-current period. In no event shall the term of this Agreement be extended beyond a total of seven (7) years without the express written consent of all parties.

    a. Requirements for extending the agreement into the fifth year will require County approved drinking water treatment plant plans from the Tennessee Department of Environment and Conservation that affords the County the ability to provide

sufficient quantities of water to offset the quantity supplied by City and transported by CUD.

b. Requirements for extending the agreement into the sixth and seventh year will require County letting the bid and starting construction for an approved drinking water treatment plant that affords the County the ability to provide sufficient quantities of water to offset the quantity supplied by City and transported by CUD.

2. **Quantity of Water**.

a. City shall furnish and supply, and CUD shall transport, water to County in sufficient amounts to meet County's requirements up to a maximum of two hundred sixteen thousand (216,000) gallons per day.

b. CUD's requirement to transport water is specifically made contingent upon City's performance in delivering water into the CUD system. CUD shall not be obligated to supply any shortfall resulting from City's inability to sufficiently supply County's requirements up to the maximum amount. Further, CUD shall not be obligated to supply any amount of water to County if City, for any reason, cannot and/or does not supply water to the CUD system.

c. In the event that at any time City is unable to supply all the water required by its customers, City may curtail the supply and/or restrict the flow of water to County to the extent needed to maintain City's system integrity. City may also curtail the supply and/or restrict the flow of County's water to meet City's nonessential use reduction goals in the event a drought is declared by the Mayor of the City of Murfreesboro. City shall provide immediate notice of any curtailment of supply or restriction of flow to CUD, who shall then enact the same curtailment and/or restriction with regarding to the supply and/or flow going to County.

3. **Quality of Water**. The water delivered to County at the point of delivery shall be potable treated water meeting the applicable purity standards of the Tennessee Department of Environment and Conservations, the United States Environmental Protection Agency, and all other applicable federal, state, and/or local regulatory agencies pursuant to applicable law. City specifically makes no representation or warranty concerning the quality of water past the point of delivery.

4. **Transportation**. CUD agrees to receive the water from City at the City Meter (defined below) and to transport and deliver an equivalent quantity and quality of water to County at the County Meter (defined below). CUD shall monitor the supply and flow of water at the County Meter and shall, at periodic intervals (as reasonably determined by CUD), notify City to resupply the CUD System with a corresponding amount of water. City and CUD shall each use good faith efforts to supply water to the County System and resupply water to the CUD System.

5. **Point of Transfer and Delivery; Pressure**.

a. The point of transfer for the water shall be City's master meter at the point where City's water system connects with the system owned and operated by CUD (the "City Meter") located at the northeast corner of Compton Rd. and Sam Jared Rd., Murfreesboro, TN. The point of delivery shall be County's master meter at the point where County's water system connects with the CUD system (the "County Meter") located at Latitude/Longitude coordinates: 35.68976636 / -86.64982399. Water pressure at the points of transfer and delivery shall be sufficient to allow the water to enter the CUD and County systems, respectively. City makes no representation or warranty regarding the pressure or flow of water past the point of transfer. CUD makes no representation or warranty regarding the pressure or flow of water past the point of delivery.

b. CUD represents that, in order to provide sufficient pressure to the point of delivery at the County Meter, CUD must make certain upgrades to CUD's Eagleville Pump Station, including (without limitation) the installation of a twenty (20) horsepower motor, variable frequency drive, and pump impeller. CUD shall provide the internal labor required to perform said upgrades at no cost to County or City. County shall reimburse CUD for all other costs and expenses associated with said upgrades, including (without limitation) the primary equipment; ancillary parts, equipment, materials, and supplies associated with the upgrade; and the costs and/or expenses of any independent contractors necessary for completion of the upgrades.

6. **Metering**.

a. *Operation*. City shall operate and maintain at its own expense at the City Meter all necessary metering equipment, pumping station, radio control monitoring equipment and the required devices of standard type for properly measuring the quantity of water transferred to the CUD system. County shall operate and maintain at its own expense at the County Meter all necessary metering equipment, pumping station, radio control monitoring equipment and the required devices of standard type for properly measuring the quantity of water delivered from the CUD system.

b. *Calibration*. At least once every twelve (12) months, after reasonable notice to the parties of the date and time, City shall test and calibrate the City Meter at City's expense, and County shall test and calibrate the County Meter at County's expense. A meter registering not more than two percent (2%) above or below the actual flow shall be deemed to be accurate. In the event that a party requests in writing that the City Meter or County Meter be further calibrated, City or County, as the case may be, shall do so in the presence of a representative of each party, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustment shall be necessary. If a meter is found to be within an accuracy of two percent (2%), the requesting party shall bear the cost of the additional calibration

and testing. If the master meter is found to be more than two percent (2%) inaccurate, then City shall bear the cost of the additional calibration and testing, and the parties shall further attempt to adjust the bills rendered during the period of inaccuracy to their mutual satisfaction. If the parties cannot agree, then the billing will be adjusted based on the usage for the same time period in the previous year considering the number of customers on the County's system for each period.

c. *Additional Meters*. If, during the term of this Agreement (to include any optional and/or mutually agreed extensions), any additional master meters are required or mutually desired by the parties, then the costs of procuring and installing said master meters shall be paid by County, and said master meters and appurtenant equipment shall become the sole property of the party upon whose system the new meter and equipment is installed. Once installed, the party having ownership and control of said additional master meter shall be responsible for all operational and maintenance costs of the additional master meters.

d. *Meter Reading*. The County Meter shall be read by CUD's representative (either in person or by capturing the appropriate data from the monitoring equipment) at intervals reasonably determined by CUD. CUD shall then transmit said meter reading to City, which reading shall also state the amount of water (in gallons) to be resupplied into the CUD system. A statement of charges, including both the water rate and transportation rate for water supplied, shall be provided on a monthly basis to County based on said readings; provided, that if readings are taken more frequently than monthly, said readings will be adjusted to reflect a monthly metered total in accordance with CUD's standard metering and billing practices.

7. **Water rate**. The rate to be paid by County for water delivered pursuant to this Agreement shall be determined on a "wholesale" basis. City shall develop the wholesale rate based on a system audit, cost of service study, or other appropriate method as determined by City, the methodology and findings of said audit, study, and/or method to be made available to County. The wholesale rate shall be adjusted annually according to City's updated findings. City represents, but does not warrant, that it will use reasonable efforts to notify County at least ninety (90) days prior to any rate adjustment. The initial rate is listed as the "Water Rate" on Schedule 1, attached hereto, and as may be amended from time in accordance with this section.

8. **Transportation rate**. In addition to the water rate, above, County shall pay to CUD a transportation fee; the initial rate is listed as the "Transportation Rate" on Schedule 1, attached hereto, and as may be amended from time to time in accordance with this section. CUD reserves the right to adjust this transportation rate no more than annually, based on findings from any cost of service or other study of the CUD system. CUD represents, but does not warrant, that it will use reasonable efforts to notify County at least ninety (90) days prior to any rate adjustment.

9. **Payment**. County shall pay to City and CUD the full net amount of each bill within 21 days

of the date of the bill or within 10 days of County's proven receipt of the bill, whichever is later. Payments received after said time period shall be assessed a ten percent (10%) late charge, which assessment shall be added to the amount of the bill and compounded for each month that the bill remains unpaid. Payments, including any partial payments, shall be first applied to past due bills before being applied to a current bill. Acceptance by City or CUD of any partial payments shall not constitute an accord and satisfaction, and all bills, late assessments, and other charges shall remain due and payable.

10. **Default**.

a. Except as otherwise provided herein, if County fails to pay for the supply or transportation of water as set forth in this Agreement, or if County should breach the terms of this Agreement in any other manner, then, in addition to all of City's and/or CUD's other remedies at law or in equity, City and/or CUD may at its sole option shut off the City Meter or County Meter, as the case may be, and either terminate this Agreement or suspend delivery until County shall remedy all breaches/defaults and pay in full all bills, assessments, and other charges accrued, both under the terms of this Agreement and incurred as a result of said breach/default. In the event either meter is shut off, City and CUD shall each read the City Meter and County Meter, respectively, and City shall resupply to CUD the amount of water which until the time of shutoff had already been supplied to County.

b. In the event City should shut off the City Meter or otherwise restrict the flow of water at the City Meter for any reason, then CUD shall have no responsibility to supplement or otherwise provide additional water to County (except to the extent of any restricted flow coming from the City), and CUD shall not be considered in default by reason of the City's shut-off or restriction.

c. Except as otherwise provided herein, if City or CUD materially breaches the terms of this Agreement, then, in addition to all of County's other remedies at law or in equity, County may immediately terminate this Agreement.

11. **Financial Responsibility**.

a. City shall be responsible for all of City's system and infrastructure up to and including the City Meter. City shall, at City's expense, provide for all operation and maintenance of City's system.

b. CUD shall be responsible for all of CUD's system and infrastructure up to ***but not including*** the City Meter and County Meter. CUD shall, at CUD's expense, provide for all operation and maintenance of CUD's system.

c. County shall be responsible for all of County's system and infrastructure up to and including the County Meter. County shall, at County's expense, provide for all

operation and maintenance of County's system.

d. Except as provided herein, all property (real or personal) and other assets of the parties shall remain the separate property of and be held individually by the parties. Nothing in this Agreement shall be construed to convey joint ownership over any property or assets used in the performance of this Agreement, and nothing in this Agreement shall be construed as creating any partnership, joint venture, or joint exercise of power between the parties.

12. **County's Customers**. County shall be solely liable to County's customers for the delivery, quantity, and quality of water provided to said customers. Nothing in this Agreement shall be construed to create any express or implied agreement between City and/or CUD and County's customers, and County's customers shall have no express or third party beneficiary status relative to this Agreement.

13. **Statement of Purpose**. The parties incorporate all statements made in the preamble of this Agreement as if restated fully herein. Furthermore, the parties agree and acknowledge that this Agreement is entered into for the purpose of providing water to County to help meet County's current needs and providing needed capacity for future development on an interim basis. The parties further acknowledge this Agreement's purpose to be interim and finite in nature, until such time as County may construct improvements which expand the capacity of its drinking water system so that County may, on its own, fulfill County's customers' current and future needs. Nothing in this Agreement shall be construed as creating a perpetual agreement, venture, or partnership, nor shall this Agreement be construed as intending to provide for agreement of the parties or delivery of water beyond the term set out herein.

14. **Force Majeure**. Neither City nor CUD shall be responsible for quantity or quality of water in the event that City or CUD is/are unable to perform for any reason or reasons beyond its/their control. Emergency failures of pressure, supply, and/or transportation due to main supply line breaks, power failure, flood, fire, epidemic, pandemic, and the use of water to fight fires, earthquake, or other catastrophe or circumstances beyond the control of City and/or CUD or acts of God shall excuse City and CUD from delivery for such reasonable period of time as may be necessary to restore service, to include (without limitation) water purification and transportation.

15. **Termination**. This Agreement shall automatically terminate upon the expiration of the term, except as this Agreement may be extended pursuant to Section 1, above, or by mutual express written agreement of all parties. Furthermore, if County completes improvements to its system which increases County's drinking water production capacity prior to the end of the term, County may terminate this Agreement prior to the end of the term by providing City and CUD written notice at least ninety (90) days prior to County's desired termination date. In all other events and circumstances, this Agreement shall remain in full force and effect between the parties. Should County desire to suspend water delivery under any other circumstance, County shall be responsible for the costs of maintenance and upkeep of the City and County Meters

(including, without limitation, calibration and testing) and appurtenant equipment at the points of transfer and delivery during the period of suspension up to the end of the term.

16. **Contingencies**. This Agreement is made expressly contingent upon the approval of the following:

    a. The Murfreesboro Water Resources Board;
    b. The Murfreesboro City Council;
    c. The Marshall County Board of Public Utilities;
    d. The Marshall County Board of Commissioners; and
    e. The Consolidated Utility District of Rutherford County.

    Upon approval by each body listed herein, a copy of the resolution, ordinance, meeting minutes, or other official documentation memorializing such approval shall be appended to this Agreement and shall become a part hereof.

17. **Governing Law and Venue**. The validity, construction, and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee. Any action between the parties arising from this Agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability**. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

19. **Waiver**. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

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

21. **Succession**. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto.

22. **Integration**. Except as otherwise provided herein, this Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

23. **Effective Date**. This Agreement is not binding upon the parties until signed by each of the authorized representatives of City, CUD, and County and is thereafter effective as of the date set forth above.

24. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together

constitute one and the same agreement. A verified electronic signature (Verisign, DocuSign, etc.) shall constitute an original signature. A faxed, scanned, or emailed copy of this Agreement shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the dates set forth below, to be effective immediately upon the last to occur of (a) execution of this Agreement by the last party to sign, or (b) final approval as described above.

CITY OF MURFREESBORO

By _____
Shane McFarland, Mayor

Date _____

ATTEST:

By _____
Melissa Wright, City Recorder

APPROVED AS TO FORM:

By: _____
Adam F. Tucker, City Attorney

CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY

By _____

Name _____

Its _____

Date _____

MARSHALL COUNTY BOARD OF PUBLIC UTILITIES

By _____

Name _____

Its _____

Date _____

Schedule 1

Water and Transportation Rates

*Rates per thousand gallons

Water Rate	$2.35
Transportation Rate	1.17
Total	**$3.52**

Effective Date: _____

Initials:

City: _____

CUD: _____

Received:

County: _____

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title:	Sewer Basin 10A-3&4 Density Restriction & Engineering Capacity Study
Department:	Water Resources
Presented by:	Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Based on recent temporary flow studies conducted in MWRD's sanitary sewer service area, surcharge conditions occurred under wet weather conditions require staff to recommend restricted connections to the sewer system. Staff requests approval in limiting density to 2.5 single family unit equivalents in the following areas:

- Flow monitoring basin 10A-3; area south of MTSU encompassing areas south of East Lytle St. to north of East Castle St. (exhibit attached). Note that a portion of the area is within the City Core Overlay, which was exempt to any density restrictions per the Sewer Allocation Ordinance.
- Flow monitoring basin 10A-4; area south of MTSU encompassing areas south of Alumni Dr. to north of John Bragg Hwy and north of University Ridge Apartments (Norman Ave.; exhibit attached).

Staff Recommendation

1. Restricting the development in Basins 10A-3 & 10A-4 to those allowable for a Commercial Zoning at 2.5 single family units per acre (sfu/acre) or 650 gallons per day per acre (gpd/acre) no matter the current zoning or whether within the City Core Overlay area.
2. Approval of the Engineering Proposal from CIA in an amount not to exceed $30,000 to study the existing pump station and Flow Monitor Basin 9A to determine whether flow could be re-routed from Basins 10A3 & 4 and gain additional sewer capacity.

Background Information

Between December 13, 2018 to January 21, 2019, the Department requested ADS, through our professional services agreement, to install 3 temporary sewer flow monitors within flow monitor Basin MF10 because a developer was interested in building a hotel just north of E. Main Street along Rutherford Blvd. Staff was uncertain whether the downstream sewer main could handle the additional flow from a hotel.

Between the dates of December 23 to December 31, 2018, Murfreesboro received a total of 3.24" with the heaviest rain during this period being December 31st of 1.91". This rain produced sewer depths from 5" to 20" at the temporary monitor locations as shown on the attached spreadsheet. With these depths of flow, the surcharge elevations can be determined within the sewer main and manholes up and/or downstream of the monitor locations. As a result of these surcharge conditions, the Water Resources Department declined serving the proposed hotel and the project never coalesced.

In 2011, upon receiving a Commissioners Order, from the State of Tennessee Department of Environment and Conservation staff created a Capacity Assurance Program (CAP) to explain the basis for coordinating capacity decision criteria for each sewer basin within our sewer system. The objective of the CAP was to enable the Department to authorize new sewer service connections or increases in flow from existing sewer service connections while not increasing the likelihood of creating sanitary sewer system overflows (SSO's). Within the CAP the below table of Collection System Surcharge Condition Criteria was created to give guidelines as to when to disallow additional connections to the system.

Collection System Area/ Monitor Basin	Surcharge Condition Criteria
Area of Limited or No Backup	Sewer Hydraulic Gradeline within 1' of MH Rim
Area of Significant Backup Complaints	Sewer Hydraulic Gradeline within 2' of MH Rim
Siphon or Other Unique Structure	Evaluate Based on Design Criteria

Since the creation of this CAP, EPA Region 4 has created a little different guideline specified within different consent decrees given to municipalities within the southeast. The guideline is to disallow additional sewer connections and sewer extensions when sewer surcharges within 3 feet of the manhole rim.

Using this new surcharge guideline specified by EPA, and the recent flow monitoring study information, staff realizes the necessity to restrict development in the temporary flow monitor areas of 10A-3 and 10A-4. The recently passed Sewer Allocation Ordinance and supporting Resolution has reduced the allowed densities based on the current zonings, except for the City Core Overlay area, however, staff feels the results of the flow monitoring warrant the need to restrict development densities even further in order to allow the vacant properties within these areas to continue to develop. Instead of disallowing connections completely, staff would like CIA to study whether sewer flow can be redirected to Basin 9A and alleviate the density restriction.

Council Priorities Served

Maintain public safety

Maintaining the Department's NPDES Permit and safeguard the sewer system from sewer overflows focuses on public safety and welfare.

Fiscal Impact

Limiting the development density will reduce the sewer connection fees that the Department will collect.

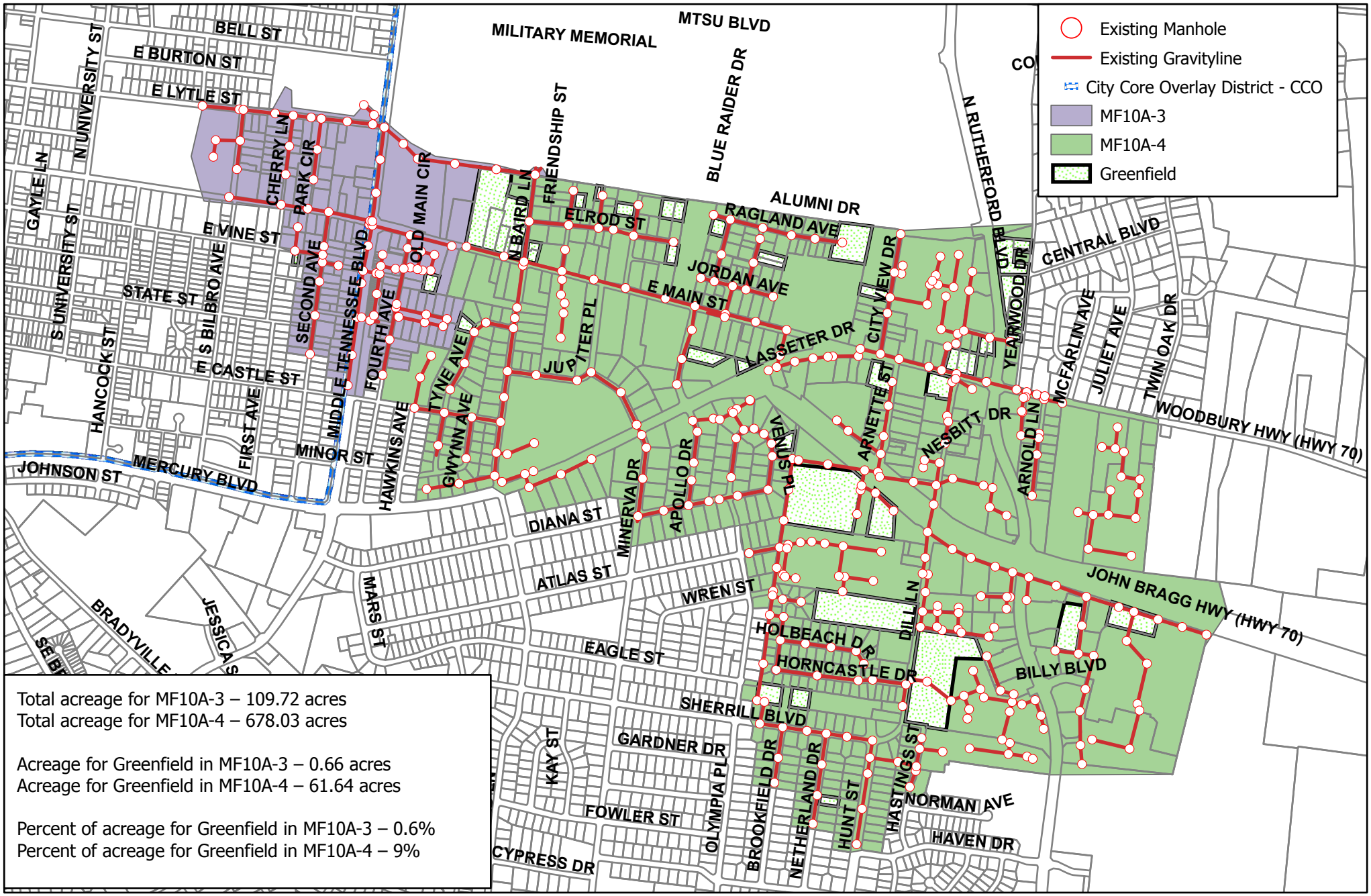
Attachments

1. Temporary Flow Monitoring Results
2. Exhibit Basin 10A-3 w/City Core Overlay
3. Exhibit Basin 10A-4
4. Exhibit Basin 9A
5. Table 1 of Resolution 19-R-26
6. CIA Engineering Proposal

Murfreesboro Water Resources
Temporary Flow Monitoring Results
December 2018-January 2019

Manhole No.	Monitor No.	Sewer Main Size (Inches)	Depth of Sewer Flow (Inches)	Depth of Sewer Flow (Feet)	Invert Elevation of Manhole	Sewer Flow Elevation @Monitor	Manhole of Concern #1	Top of Casting of Manhole of Concern #1	Manhole of Concern #2	Top of Casting of Manhole of Concern #2	Sewer Depth Below Rim Manhole #2	Sewer within 3 FT of Rim?
											(Feet)	
016A0130	10A-2	18	5.3	0.44	599.56	600.00	016A0130	605.44	--------	--------	5.44	No
016B0160	10A-3	15	12.68	1.06	601.02	602.08	016B0160	605.77	016B0170	604.71	2.63	Yes
012B0040	10A-4	12	20.2	1.68	605.08	606.76	06B0190	606.12	012B0010	607.25	0.49	Yes

Sewer Flow within 3 Feet of the Top of Casting or Above.



Total acreage for MF10A-3 – 109.72 acres
Total acreage for MF10A-4 – 678.03 acres

Acreage for Greenfield in MF10A-3 – 0.66 acres
Acreage for Greenfield in MF10A-4 – 61.64 acres

Percent of acreage for Greenfield in MF10A-3 – 0.6%
Percent of acreage for Greenfield in MF10A-4 – 9%

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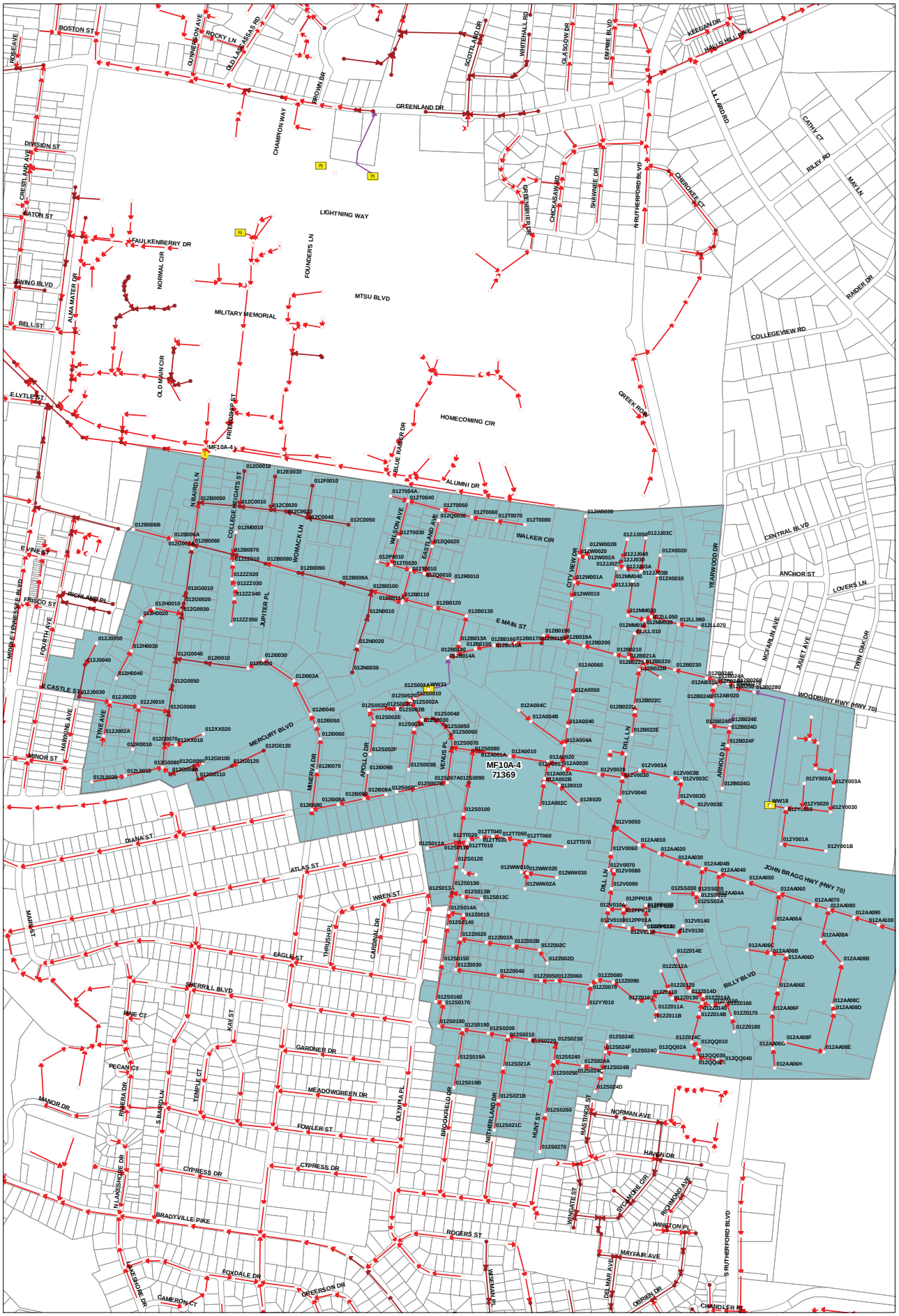
MURFREESBORO WATER RESOURCES DEPARTMENT

MF10A-3 and MF10A-4

City of MURFREESBORO
TENNESSEE
WATER RESOURCES



MURFREESBORO WATER AND SEWER DEPARTMENT

MF10A-4

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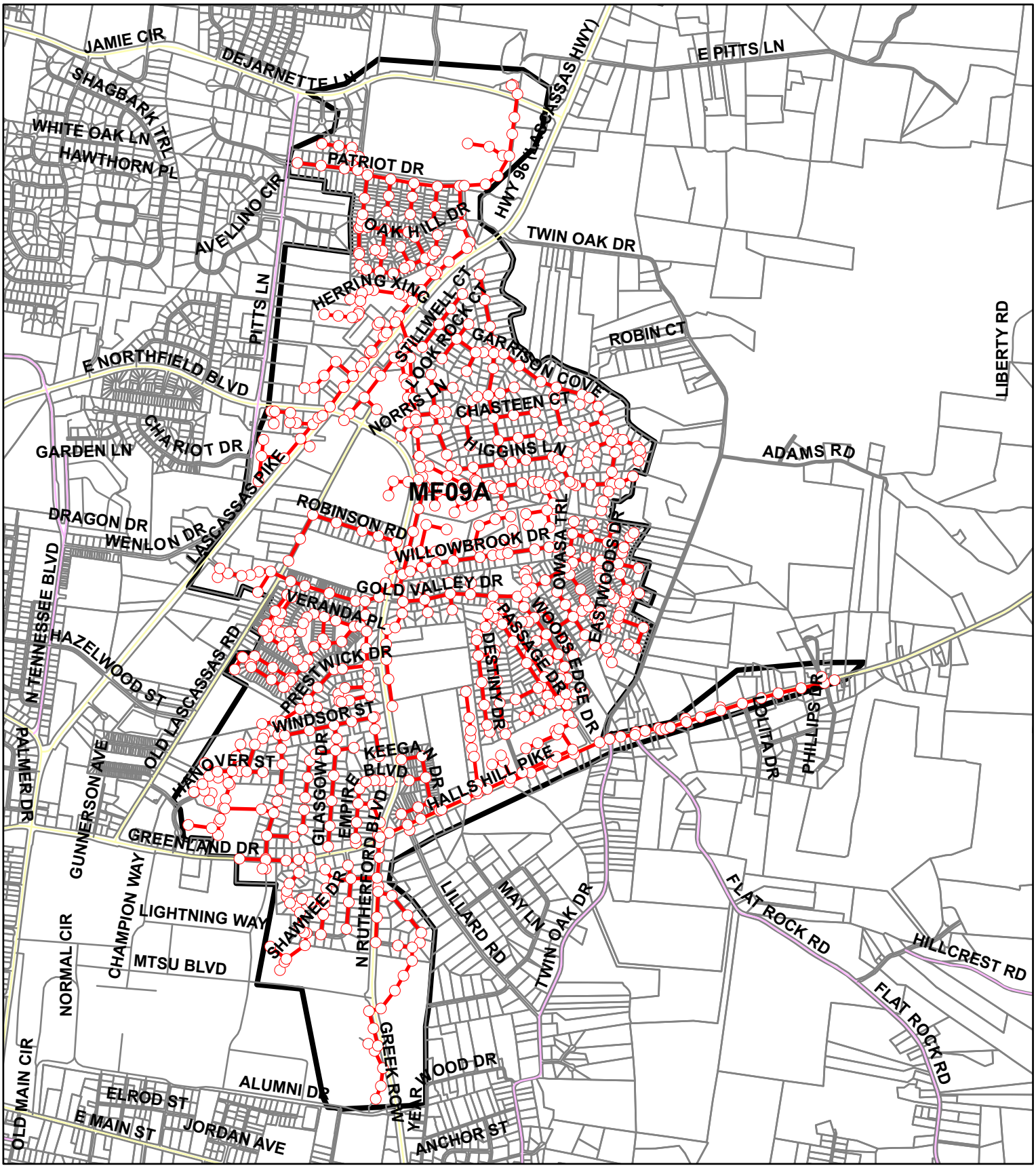
City of MURFREESBORO TENNESSEE

KMC 2/11/19
MF10A-4.MXD



MURFREESBORO WATER RESOURCES DEPARTMENT

MF09A

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City of MURFREESBORO
TENNESSEE WATER RESOURCES

TABLE 1

Maximum Daily Wastewater Generation Allowance

Land-Use Classification	Included Zoning Classifications	Maximum Daily Allowance (gallons per acre per day)	Single-Family-Unit Equivalents (SFUE) per Acre
Commercial	CM-R, CM, CM-RS-8, OG-R, OG, CL, CF, CH, and PCD	650	2.5
Industrial	G-I, H-I, L-I, PID	1,040	4.0
Low-Density Residential	RS-15, RS-12, RS-10, and PRD (if average lot size ≥10,000 sq. ft.)	780	3.0
Medium-Density Residential	RS-8, RS-6, RS-4, R-D, RS-A, PRD (townhome only), and PRD (mixed-housing type or where average lot size <10,000 sq. ft.)	1,820	7.0
High-Density Residential	RM-12, RM-16, R-MO, PRD (apartment only) and CU (dormitories only)	2,340	9.0
Mixed-Use	MU and PUD	1,040	4.0
College and University; Institutional	CU (except dormitories), PND	880	3.4
Parks	P	130	0.5
Central Business District, City Core Overlay, and Gateway Overlay	CBD, CCO, GDO	No Limit	No Limit

CIVIL
INFRASTRUCTURE
ASSOCIATES

307 Hickerson Drive
Murfreesboro, TN 37129
tel 615.516-2852
www.cia-engineers.com

February 19, 2020

Ms. Valerie Smith, P.E.
Assistant Director
Murfreesboro Water and Sewer Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Proposal for a Mercury Boulevard Sewage Pump Station Study (Basin 10)

Dear Valerie:

Thank you for the opportunity to submit a proposal for the above referenced project. Below is a summary of the anticipated tasking and a fee estimate for the needed study.

Proposed Study Components:

- Gather existing pump station data for Mercury Blvd and DeJarnette Lane stations.
- Collect and consider gravity sewer flow monitoring data for existing gravity sewer pipe capacities.
- Calculate and consider existing and future sewer flows.
- Preliminary design and cost calculations for 3 most feasible force main routes.
- Preliminary design and cost calculations for replacing aged Mercury Blvd SPS.
- Preliminary design and cost calculations if modifications are needed to DeJarnette SPS.
- Produce a written report summarizing data and recommendations.

Estimated Engineering fee: Not to exceed - $30,000

Should any other additional services be required, our standard hourly rates are as follows:

Principal……	$170.00/Hr.
Engineer……	$150.00/Hr.
Engr. Tech/CAD……	95.00/Hr.

If you have any questions or comments regarding this agreement or the project in general, please do not hesitate to call me at 615-516-2852

Sincerely,
CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC

Linda Sullivan, PE, President

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Construction Board of Adjustments and Appeals Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Reappointment of four members to the Construction Board of Adjustments and Appeals.

Background Information

The Board hears requests for variances from the adopted building codes minimum housing standards; garbage, weed and trash ordinances and, the open storage Ordinance.

As established by M.C.C.§7- Standard Building Code, Unsafe Building Abatement Code, Standard Excavation and Grading Code, Standard Mechanical Code), there are seven members appointed for 3-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

June 4, 2020

Members of City Council

RE: Recommended Reappointments – Construction Board of Adjustments and Appeals

As an item for the City Council agenda, I am recommending the following appointments for to the Construction Board of Adjustments and Appeals.

Reappointments
Ben Blake - term expires June 30, 2023
Carolyn Lester - term expires June 30, 2023
Mike Picklesimer - term expires June 30, 2023
Matt Taylor - term expires June 30, 2023

Sincerely,

Shane McFarland
Mayor

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Greenway Projects Committee Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Reappointment of one member to the Greenway Projects Committee.

Background Information

The Committee makes recommendations to City staff, the Parks and Recreation Commission and the City Council, as appropriate, on matters related to the operation, utilization, expansion and extension of the City's Greenway Trails system.

As established by Resolution 07-R-02, there are 5 members appointed for 3-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

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June 4, 2020

Members of City Council

RE: Recommended Reappointment – Greenway Projects Committee

As an item the City Council agenda, I am recommending the following reappointments to the Greenway Projects Committee.

Reappointments
Mr. Lamar Dixon – June 30, 2023 expiration
Mr. Dan Sharley – June 30, 2023 expiration

Sincerely,

Shane McFarland
Mayor

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
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COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Parks and Recreation Commission Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Reappointment of one member to the Parks and Recreation Commission.

Background Information

The Commission oversees the operations of the Parks and Recreation Department. As established by M.C.C.§31-15, there are nine appointed members appointed for 3-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

June 4, 2020

Members of City Council

RE: Recommended Reappointment – Parks and Recreation Commission

As an item for the City Council agenda, I am recommending the following reappointments to the Parks and Recreation Commission.

Reappointments
Dr. Gloria Bonner – June 30, 2023 expiration
Mr. Tim Roediger – June 30, 2023 expiration
Mr. Ricky Turner – June 30, 2023 expiration

Sincerely,

Shane McFarland
Mayor

Administration Department
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TDD 615 849 2689 www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 06/04/2020

Item Title: Water Resources Board Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Reappointment of two members to the Water Resources Board.

Background Information

The Board supervises and controls the water and sewer systems of the City in cooperation with the City Manager.

As established by M.C.C.§2-76, there are eight members appointed for 4-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life.

June 4, 2020

Members of City Council

RE: Recommended Reappointment – Water Resources Board

As an item for the Council Agenda, I am recommending the reappointment of the following to the Water Resources Board.

Reappointments
Mr. Ron Crabtree - June 30, 2024 expiration
Mr. Brian Kidd - June 30, 2024 expiration

Sincerely,

Shane McFarland
Mayor

Administration Department
111 West Vine Street * PO Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
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