

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Murfreesboro Police Headquarters – Community Room
June 10, 2020 – 11:30 AM

Action Items

1. Adoption of Proposed FY21 Budget (Administration)
 - a. Ordinance 20-O-18 (2nd reading) FY21 Appropriations Ordinance
 - b. Ordinance 20-O-19 (2nd reading) FY21 Tax Rate Ordinance
2. Amendment to Contract for City Hall Garage Camera (Information Technology)

Workshop Items

3. Budget and Financials Update and April Dashboard Information (Administration)
4. Reconsider Sewer Basin 10A – 3 and 4 Density Restriction (Water Resources)

Licensing

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 06/10/2020

Item Title: FY21 Budget Ordinances
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary

Consider ordinances for adoption of the FY21 Budget.

Background Information

FY21 Budget Ordinance 20-O-18 and Tax Rate Ordinance 20-O-19 were approved on first reading at the June 4, 2020 City Council meeting.

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.

Fiscal Impacts

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

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

(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 _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Ordinance 20-O-18
Exhibit ACity 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	<u>\$326,547</u>	<u>\$192,783</u>	<u>\$217,300</u>
EXPENDITURES			
Other Costs	\$520,897	\$126,910	\$215,900
Total Expenditures	<u>\$520,897</u>	<u>\$126,910</u>	<u>\$215,900</u>
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	<u>\$17,566,423</u>	<u>\$16,643,000</u>	<u>\$17,473,600</u>
EXPENDITURES			
Other Costs	\$17,549,338	\$19,538,000	\$22,245,700
Total Expenditures	<u>\$17,549,338</u>	<u>\$19,538,000</u>	<u>\$22,245,700</u>
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	<u>\$3,738,919</u>	<u>\$3,874,120</u>	<u>\$4,301,855</u>
EXPENDITURES			
Personnel Costs	\$304,847	\$0	\$0
Other Costs	3,075,226	4,528,789	4,237,103
Total Expenditures	<u>\$3,380,072</u>	<u>\$4,528,789</u>	<u>\$4,237,103</u>
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	<u>\$5,338,400</u>	<u>\$32,000</u>	<u>\$133,360</u>
EXPENDITURES			
Other Costs	\$1,781,548	\$3,244,500	\$1,606,160
Total Expenditures	<u>\$1,781,548</u>	<u>\$3,244,500</u>	<u>\$1,606,160</u>
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	<u>\$59,865,543</u>	<u>\$929,000</u>	<u>\$500,000</u>
EXPENDITURES			
Other Costs	\$44,340,652	\$22,000,000	\$42,000,000
Transfers Out	37,814	130,000	100,000
Total Expenditures & Transfers Out	<u>\$44,378,466</u>	<u>\$22,130,000</u>	<u>\$42,100,000</u>
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

DESCRIPTORS	2018/2019		2019/2020		2020/2021	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
	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.

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

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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/10/20

Item Title: Amended to Contract for City Hall Garage Camera Contract

Department: Information Technology Department

Presented by: Chris Lilly

Requested Council Action:

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

Summary

Amendment to add the appropriate automatic renewal language reflected in the invitation to bid.

Recommendation

Approve Amendment #3 to add appropriate contract renewal language.

Background Information

The City accepted the original bid from Twins Technology LLC to purchase and install security cameras at City Hall. On April 11, 2019, Council approved the contract with Twins Technology. The original invitation to bid (Section 4.8), provided for automatic one-year renewals up to five years. This provision was inadvertently left out of the contract. Under the terms of the contract, the agreement expired on April 10th of this year, which was not the intention of staff or the vendor. The proposed amendment modifies the contract to provide for the terms of the bid request as published and accepted.

Fiscal Impacts

None. The proposed amendment follows the bid form and assures the City secure competitive pricing for security cameras and equipment.

Attachments:

1. Amendment #3
2. Security Camera Surveillance ITB -2019
3. Security Camera Contract with Twins Technology

**AMENDMENT #3 TO AGREEMENT
BETWEEN
CITY OF MURFREESBORO
AND
TWINS TECHNOLOGIES, LLC
FOR SECURITY CAMERA SURVEILLANCE SYSTEM**

WHEREAS, the City of Murfreesboro and Twins Technologies, LLC have entered into a contract for the provision of security camera surveillance systems on April 11, 2019, and

WHEREAS, Section 1, Clause “Contract Term and Renewal” on page 7 of the Invitation to Bid issued March 26, 2019 for the Security Camera Surveillance System set forth in the above referenced contract stated, “The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the prices(s) bid for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract.”; and

WHEREAS, the Contract entered into on April 11, 2019, did not contain the appropriate automatic renewal language reflected in the Invitation to Bid; and

WHEREAS, the City and the Contractor wish to amend the Contract to authorize such automatic renewal as set forth in the Invitation to Bid;

NOW THEREFORE, the parties enter into this amendment:

1. The Contract is amended by inserting the following language after the first sentence of Clause 2 of the Contract:

“The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the prices(s) bid for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract.”

2. This amendment is hereby retroactively effective to April 11, 2019.

CITY OF MURFREESBORO

TWINS TECHNOLOGIES, LLC

By: _____
Shane McFarland, Mayor

By: _____
Kenny Beverley, Owner

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

**THE CITY OF MURFREESBORO
INFORMATION TECHNOLOGY DEPARTMENT**

INVITATION TO BID

The City of Murfreesboro (“City”), acting by and through the Information Technology Department, will receive and publicly open sealed bids in the City Hall located at 111 W. Vine St. Murfreesboro, Tennessee 37130, telephone number 615-849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 03/26/2019

BID TITLE: Security Camera Surveillance

TELEPHONE NUMBER: (615) 849-2629

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager’s Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager’s Office
ATTN: “ITB-24-2019 - Security Camera Surveillance”
111 W. Vine Street
Murfreesboro, Tennessee 37130

Bid envelope must include the bid title, bid opening date, and the bidder’s name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: 04/09/2019

BID OPENING TIME: 3:00 p.m., Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

Bid Submission to the City of Murfreesboro

The City is seeking bids for "ITB-24-2019 – Security Camera Surveillance" located in the City of Murfreesboro, TN. The provision of services set forth in the specifications. Sealed bids will be received by the City of Murfreesboro at the office of the City Manager, City Hall, until 3:00 p.m. local time on 04/09/2019 at which time the bids will be opened.

Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received at the City Manager's office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

Organization of Bid and Completeness.

Please submit one original bid and one electronic copy to the City Manager's office at the address set forth above. All bids must be sealed and the envelope clearly marked with the bidder's name and the words, "Security Camera Surveillance" on outer sealed envelope; Bid Opening Date: 04/09/2019. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline. Any negative responses to these questions or failure to respond to these questions will permit the City to refuse to consider the bid. Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, typeover's, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

Additional Requirements.

If necessary, the City may request one or more bidders to make an oral presentation to the City.

Completeness of Invitation to Bid ("ITB").

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

Bid Interpretation. Communication with the Purchasing Department

Paul Boyer is the City's contact for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (e-mails) will be accepted until five (5) calendar days prior to the bid opening date. All questions regarding the ITB should be addressed to:

Paul Boyer, Purchasing Director
111 West Vine Street
Murfreesboro TN 37130-1139
Telephone: (615) 849-2629
Email: purchasing@murfreesborotn.gov

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

Further Negotiation.

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

Economy of Preparation.

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

Pricing Effective for One (1) Year.

The successful bidder shall provide in the bid price the cost for services rendered. Pricing shall be effective for one (1) year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
- i. Bidder's past performance with the City.

Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

Contract Termination.

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences:

- a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners;
- b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract;
- c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder;
- d) fraud
- e) and any other breach of the terms of the ITB specifications or contract.

Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default. The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion awarded contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

City's Employment Practices.

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

Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

Contract Term and Renewal.

The initial term of this contract shall be one (1) year from the date the contract is executed by both parties. The contract shall be subject to automatic renewal at the price(s) bid for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract.

Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

Bid Modification & Registration

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Offerors are encouraged to register with **Vendor Registry** to insure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at:

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

Iran Divestment Act of Tennessee

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

2. SPECIFICATIONS

2.1. Background

The City of Murfreesboro, Tennessee is a municipality that currently employs 928 full-time and 329 part-time employees. The City departments include but are not limited to: Police, Information Technology, Fire, Water and Sewer, Street, Solid Waste, Parks and Recreation, Engineering, Planning, Communications, Human Resources, Finance and Administration.

City Hall is in the process of adding additional surveillance cameras of which the current cameras and NVR system is the Alibi system. The objective of this surveillance camera addition is to establish high definition surveillance in the first and second floor garage levels to monitor and record the entrances and exits.

2.2. Service Level and Performance Requirements

Within sixty (60) days following the City's Notice to Proceed, the successful Proposer shall:

1. Order and have delivery on all the equipment.
2. Arrange installation schedule.
3. Locate existing conduit, cable runs and install necessary cables, and additional conduit that will be required for installation.

Until the installation of equipment begins, the Proposer shall be responsible for the storage of the equipment and consoles.

2.2.1. Certification

1. Proposer is responsible for making certain all features and workflow of the new system is working and functioning properly.
2. Upon completion of the installation, a certified technician in the presence of the City of Murfreesboro's authorized representative shall test the entire system.

3. The Proposer will forward a certificate to the City of Murfreesboro that the system has been properly tested and has been installed in accordance with the plans and specifications and is operating properly.
4. Turn over all warranties, instruction manuals, equipment list with serial numbers, service manuals and “as built” shop drawings to the City’s representative.

2.2.2. Warranty – Post Installation Services

1. Proposer warrants that for a minimum period of one (1) year from the date of delivery and/or installation, whichever is later, the equipment provided shall be free of any defects that interfere with or prohibit the use of the system for the purposes for which they were obtained. Every item bid shall have a manufacturer’s warranty against defects in parts or workmanship for a minimum of one (1) year. During such warranty period, the Proposer shall replace at no charge, or repair or service, any defective or unsatisfactory items. If such items cannot be repaired within thirty (30) days from notice to the Proposer of such defect, the Proposer shall provide a substitute item, of the same or greater quality, at no additional charge. The Proposer shall act as liaison with manufactures for one-year after the commissioning date for all system issues.
2. Proposer provides a two (2) years warranty of all work related to the installation/integration of the system.
3. Proposer will provide Post-Installation Consulting Services as follows:
 - a. Four (4) on-site health check visits in year one to be performed quarterly beginning three months after system commissioning with all travel expenses included.
 - b. Two (2) on-site system health checks in year two with all travel expenses included.

2.2.3. Training

All training shall take place on site with the new equipment with no more than (6) six City Staff members per site unless otherwise indicated.

NVR Functionality (Configuration, Video Retrieval) – 4 Hours
Camera Functionality – 4 Hours

Basic NVR and Camera Support (Network Setup, Configuration, Diagnostic Steps) – 4 Hours

2.3. Technical Requirements

2.3.1. Hardware

1. Cameras and NVR must be Alibi equipment or 100% compatible with the Alibi NVR system and Alibi camera management system (ACMS) in place.
2. 4MP cameras or better quality is required for this project.
3. NVR storage should maintain a minimum of Thirty (30) days of recording retention.
4. NVR Storage should support RAID 5,6 or 10 configuration.
5. The NVR system should support at least nine (9) IP cameras.
6. Cameras should support POE (Power over Ethernet).
7. Proposed cameras specifications must be minimum of 4MP and support at least 720p resolution or better.

2.3.2. Software

1. City staff must be able to access Vendor's Security Camera Software using iPhone, Android, or Computers with Microsoft Windows 7 or later operating systems.
2. Software should support Windows Server 2012 or above operating systems.
3. The security camera management software should allow for retention policies/schedules to be set for all recordings and be able to exempt a specific recording from a retention schedule.
4. Management software should support video motion detection.

2.3.3.Cabbling

1. The vendor will be required to pull any cabling required for the camera system.
2. All video cabling must be capable of HD performance with the lengths as installed.
3. Plenum versions of cables must be used where dictated by codes.
4. No twist-on BNC connectors are acceptable anywhere in the system.

2.4. Installation Requirements

2.4.1.Vendor shall be an authorized reseller and installer of Alibi surveillance equipment. Camera system shall be installed by a state qualified company trained by the manufacturer to install the system as specified. Proof of training will be required. All electrical power, surge protection, conduits/sleeves, cabling, and software included within your scope of work and be installed in accordance with national electrical codes and manufacturer's instructions. Equipment shall be firmly secured, plumb, and level. All splices shall be in easily accessible appropriate interior or exterior trade junction boxes or on terminal boards. All cable runs at the main terminal board and in all junction boxes shall be tagged and identified. Coordinate all work with other effected trades and contractors.

2.5. Technical Support Requirements

2.5.1.Vendor must provide live customer support to the City's employees during the business hours of Monday through Friday from 8:00am to 5:00pm via a toll free or local customer service number.

3. BID AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below and contain all specified information.

3.1. Title Page.

Show the name of your firm, address, telephone number(s), name of contact person and title, and date.

3.2. Table of Contents.

Clearly identify material by section and page number.

3.3. Bid Form.

All bids shall be submitted on the attached bid form (Section 5).

3.4. Exceptions

Bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification.

3.5. Experience.

Vendor must document at least three (3) examples of surveillance camera installations.

3.6. References.

Vendor must provide references from at least three (3) current customers.

3.7. Project Plan and Schedule.

The bid shall include a detailed work plan and schedule for the implanting bidder's Payment Processing Services. The scheduled milestones should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates in the event an unanticipated delay occurs.

3.8. Additional Materials.

Bidders may also submit with the bid a detailed description and specifications of the service(s) and any related product(s) that may assist the City in better evaluating the bidder's service and experience.

4. BID EVALUATION AND AWARD

4.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest cost responsive and responsible bidder, *i.e.*, the bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

4.2. The awarded bidder will honor prices for other local governments.

4.3. Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

4.3.1. The ability of the bidder to perform the contract or to provide the material for service required;

4.3.2. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;

4.3.3. The character, integrity, reputation, experience and efficiency of the bidder;

4.3.4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

- 4.3.5. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - 4.3.6. Terms and conditions stated in bid;
 - 4.3.7. Compliance with specifications or the ITB;
 - 4.3.8. Utilization of the format set forth in Section 3 for submittal of a bid; and,
 - 4.3.9. Bidder's past performance with the City.
- 4.4. The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the services and related products required by the bid package.
 - 4.5. The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.
 - 4.6. The City also reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
 - 4.7. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. Notwithstanding the foregoing, the City estimates that evaluation of the bids will result in a recommendation of an award of contract to the City Council within thirty (30) calendar days.
 - 4.8. Any contract awarded pursuant to this ITB shall be for an initial term of one (1) year at the price(s) bid, subject to automatic renewal for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract.

5. BID FORM

Bid Name: Security Camera Surveillance Installation

Prices must include all costs, including costs for services rendered and all products, equipment, parts, labor, accessories, and any other item necessary to provide this service, including all freight, delivery, installation, and training. The resulting contract shall be subject to automatic renewal at the price(s) bid for up to an additional four (4) one-year periods, for a total contract term up to five (5) years, unless the City exercises its right to terminate the contract. The City is not subject to sales tax. **Awarded bidder will honor price(s) for other local governments.**

Bidders shall attach a separate sheet listing any exceptions, if any, to the specifications, with an explanation as to why the exception is equal to or better than the specification. Bidders may also submit with the bid a detailed description and specifications of the service(s) and any related product(s).

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

BID FORM – Figure 1. Below is an example of the original bid form. PLEASE USE SEPARATE BID FORM INCLUDED IN THE ITB PACKET.

Figure 1. Bid Form

 City of Murfreesboro Information Technology Department Security Camera Surveillance Installation			
<u>BID FORM</u>			
Bidder Information			
Business Name:	<input type="text"/>	Phone:	<input type="text"/>
City/State:	<input type="text"/>	Email:	<input type="text"/>
Contact:	<input type="text"/>	TN CCTV Cert #	<input type="text"/>
Scope of Work			
Site	Quantity	Description	Total
City Hall Garage	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>TOTAL INSTALLMENT COST</i>			\$ <input type="text"/>
Item Pricing			
Item	Cost	Unit	
1. Standard Cat6 Cable Run (150ft Standard/Terminated)	<input type="text"/>		1
2. Extended Cat6 Cable Run (over 150ft Standard/Terminate)	<input type="text"/>		1
3. Complex Cat6 Cable Run (Standard/Terminated)	<input type="text"/>		
4. Standard Hourly Rate	<input type="text"/>		1
5. Overtime Hourly Rate	<input type="text"/>		/HR
5. Labor Rate (Post Work Service Request)	<input type="text"/>		/HR
6. Hardware Warranty after Installaton (term in years)	<input type="text"/>	Year(s)	
7. Optional Maintenance Costs per unit	<input type="text"/>	Year(s)	
8. Please list discount for additional cameras and equipment after installation			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			

The City intends to award a contract to the responsive and responsible bidder who offers the lowest price of total purchase and installation.

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print / type name as signed above): _____

DATE: _____

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Name of Bidder

Printed Name and Title of Principal Officer

Signature by Principal Officer

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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 bidder submitting the attached bid.
- (2) Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said bidder 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 bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid 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 bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid 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 bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title) _____

REFERENCE LISTING FORM

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

1 CUSTOMER NAME: _____

ADDRESS: _____

TELEPHONE: () _____ EMAIL: _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

CONTRACT AMOUNT: \$ _____

2 CUSTOMERER NAME: _____

ADDRESS: _____

TELEPHONE: () _____ EMAIL: _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

CONTRAT AMOUNT: \$ _____

3 CUSTOMER NAME: _____

ADDRESS: _____

TELEPHONE: () _____ EMAIL: _____

CONTACT NAME: _____

DATE OF COMPLETION OF PROJECT: _____

CONTRACT AMOUNT: \$ _____

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

State License Number: _____

Expires: _____

Iran Divestment Act

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

Signature: _____ Date: _____

Title: _____

*****SIGN AND SUBMIT WITH BID PACKAGE*****

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB 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 BID ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**City of Murfreesboro
Attn: City Managers' Office
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130**

Solicitation No: ITB-24-2019

Solicitation Title: Security Camera Surveillance

Solicitation Due Date & Time (CST): April 09, 2019 by 3:00 p.m.

Sample Agreement for _____

This Agreement is entered into and effective as of the ____ day of _____ 2019, 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.**

Provide the following services based on "ITB-24-2019 – Security Camera Surveillance" listed under "Bid Specifications" of the ITB.

2. **Term.**

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

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

3. **Compensation; Method of Payment.** Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any

time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

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

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

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

13.1 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.

13.2 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.

13.3 The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and

requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”

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

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

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2019 (the "Effective Date").

Contractor

By: _____

Its: _____

City of Murfreesboro, Tennessee

By: _____

Shane McFarland, Mayor

Approved as to form:

Adam Tucker, City Attorney

Agreement for Security Camera Surveillance

This Agreement is entered into and effective as of the 11 day of April 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Twins Technologies LLC**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- "ITB-24-2019 – Video Camera Surveillance" issued 03/26/2019 (the "Solicitation");
- Contractor's Proposal, dated 04/09/2019 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 04/09/2019 (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.

Provide the following services based on "ITB-24-2019 – Security Camera Surveillance" listed under "Bid Specifications" of the ITB.

2. Term.

The term of this Agreement commences on the Effective Date, April 11, 2019 and expires on April 10, 2020, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- Upon 30-day prior notice, for the convenience of the City.
- 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
- 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.
- 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.
- Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Compensation; Method of Payment.** Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any

time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Kenny Beverley
Twins Technologies LLC
1850 Memorial Blvd Suite 202
Murfreesboro, TN 37129

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a

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

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

13.1 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.

13.2 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.

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

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

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

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of April 11, 2019 (the "Effective Date").

Twins Technologies


By: Kenny Beverley
Its: Owner

City of Murfreesboro, Tennessee

By: 
Shane McFarland, Mayor

Approved as to form:


Adam Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/10/2020

Item Title: April 2020 Dashboard
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary

April 2020 Dashboard packet

Background Information

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

Council Priorities Served

Responsible budgeting

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

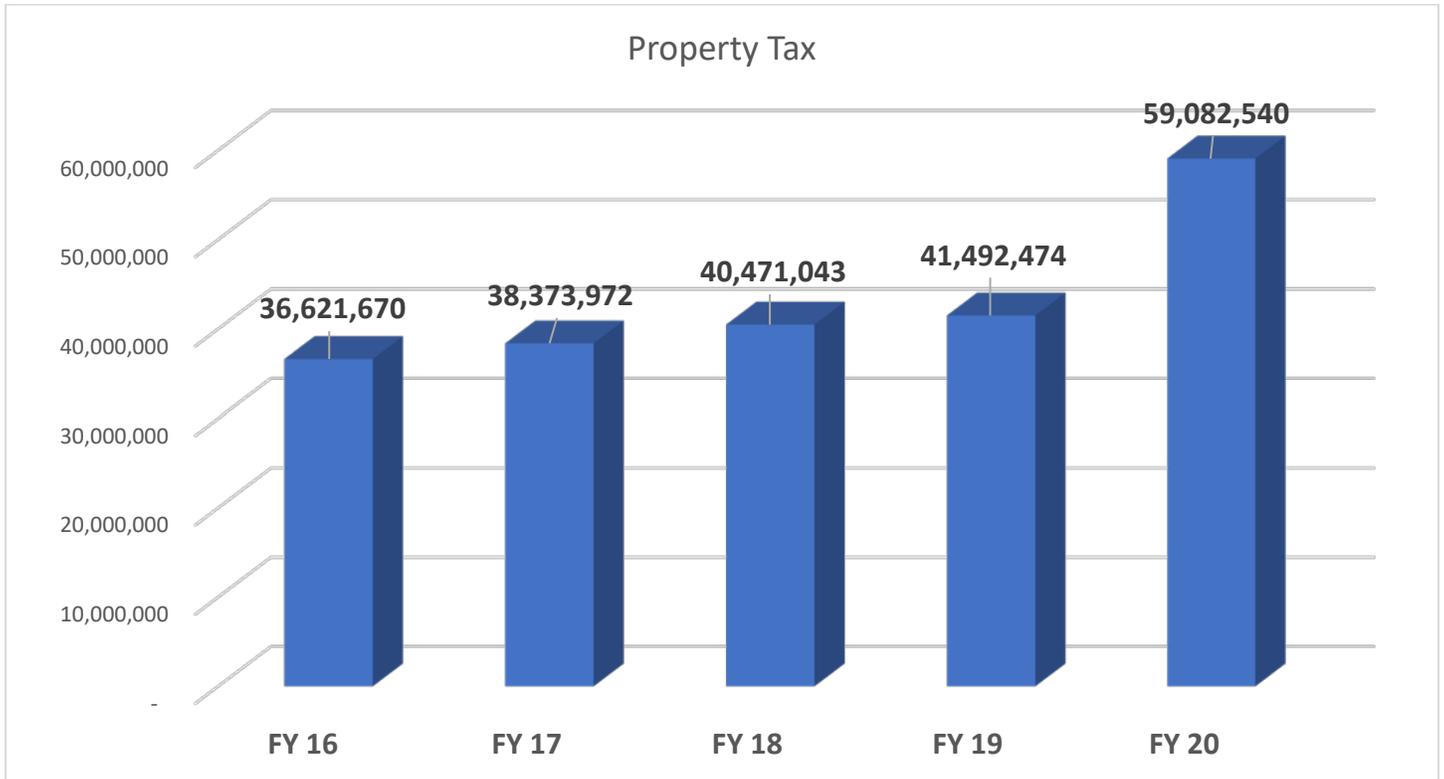
Fiscal Impacts

None

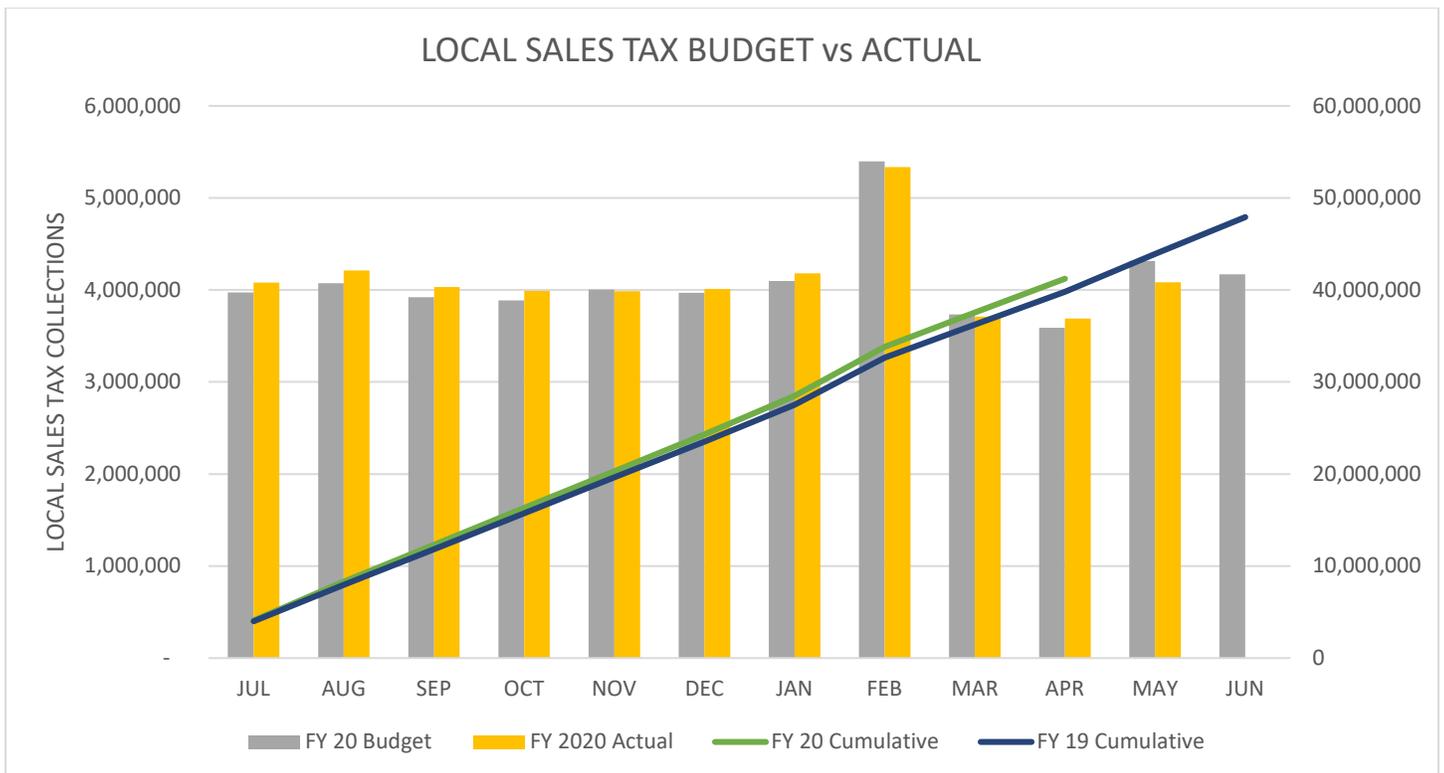
Attachments:

1. April 2020 Dashboard
2. City Schools April Dashboard

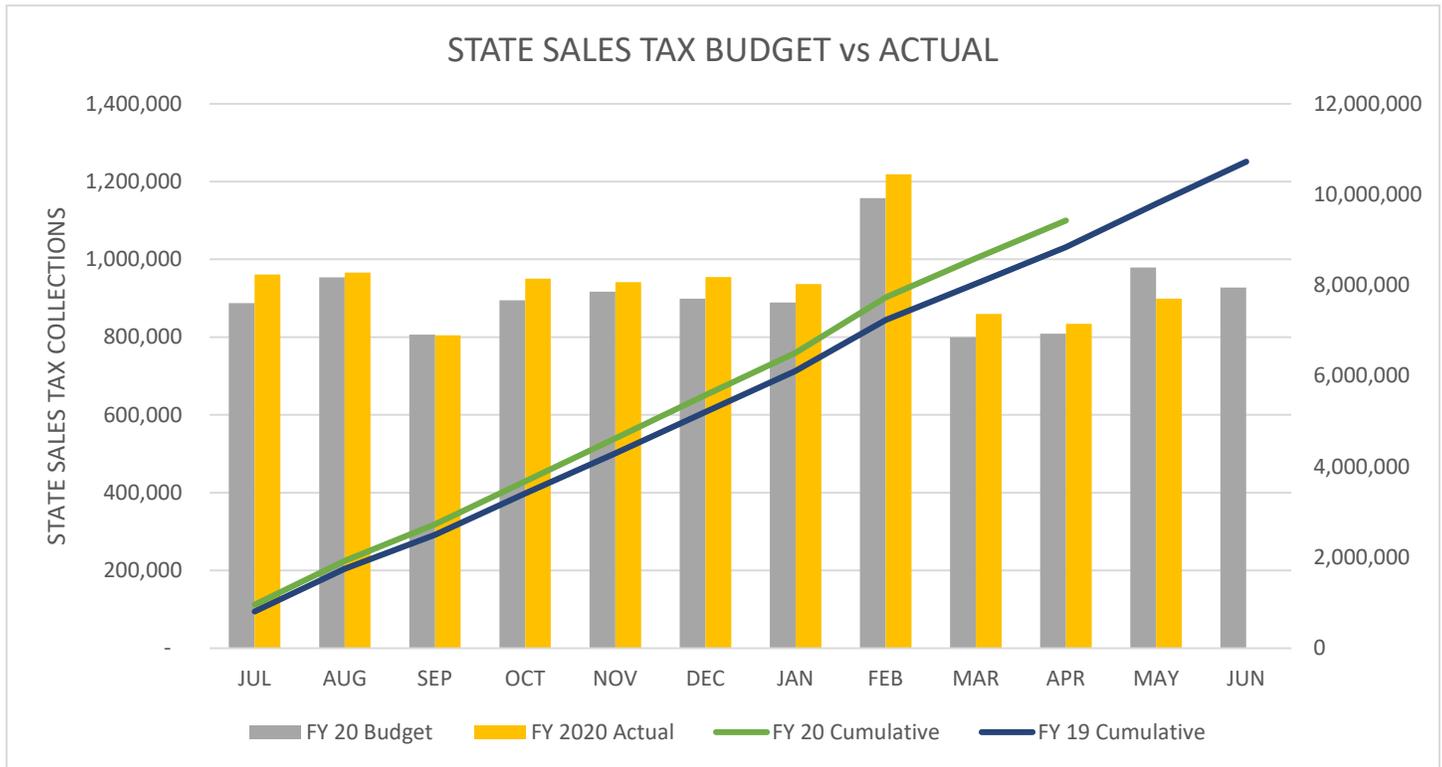
APRIL DASHBOARD



Property Tax notices were mailed in early October. The tax roll from the County Assessor’s office came in around \$60M. The % of Collections are in line with last year. Outstanding taxes receivable are running at 1.91% this year through April vs. 1.53% for the same time period last year.

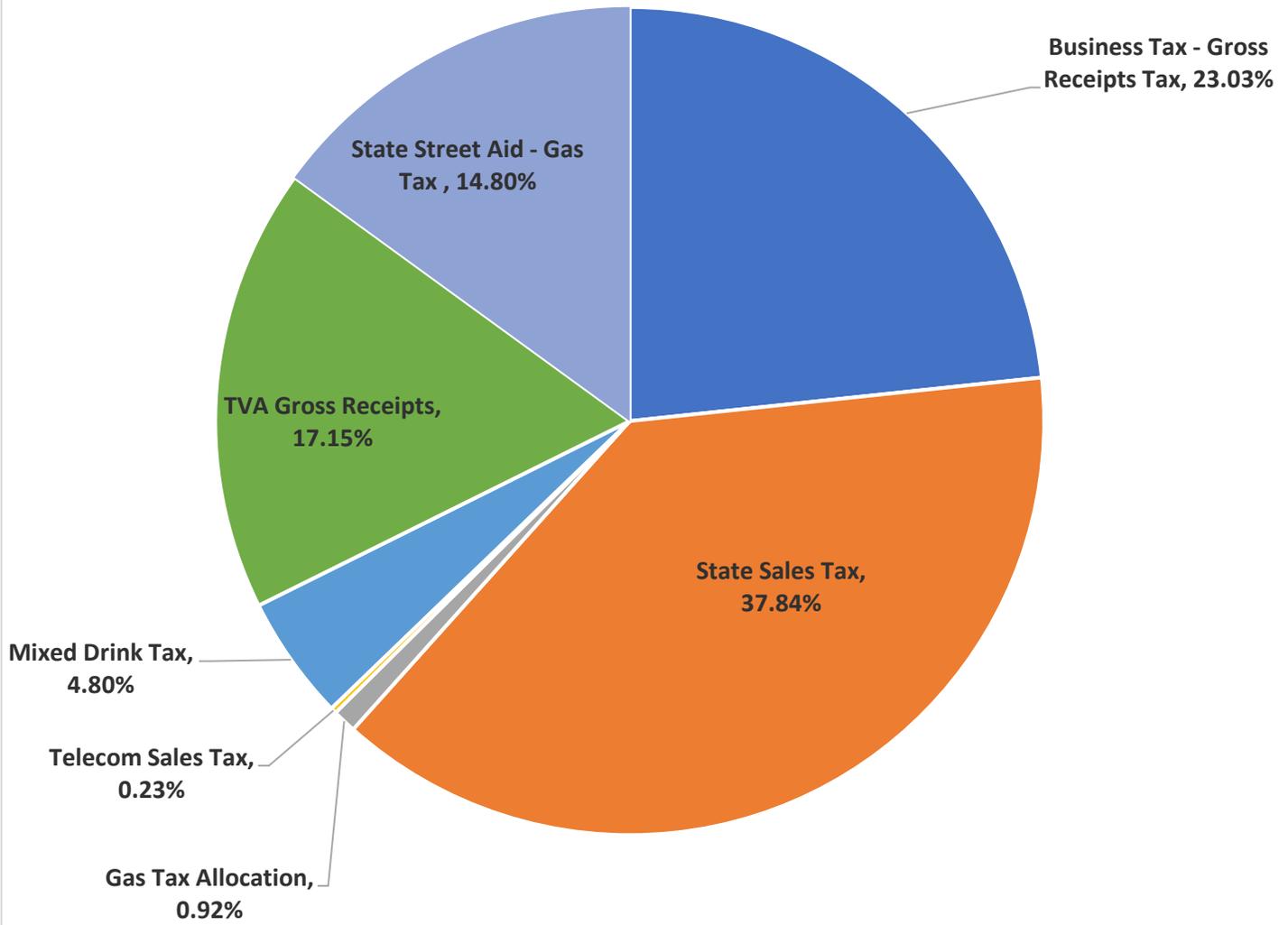


Local Option Sales Tax for FY 20 ran about 3.6% above FY 19 and about 1.4% above budget through April. April collections came in over budget. This information reflects a 2-month lag – the collections are for February 2020 taxes. A drop is anticipated in this revenue line item beginning with the May receipts.



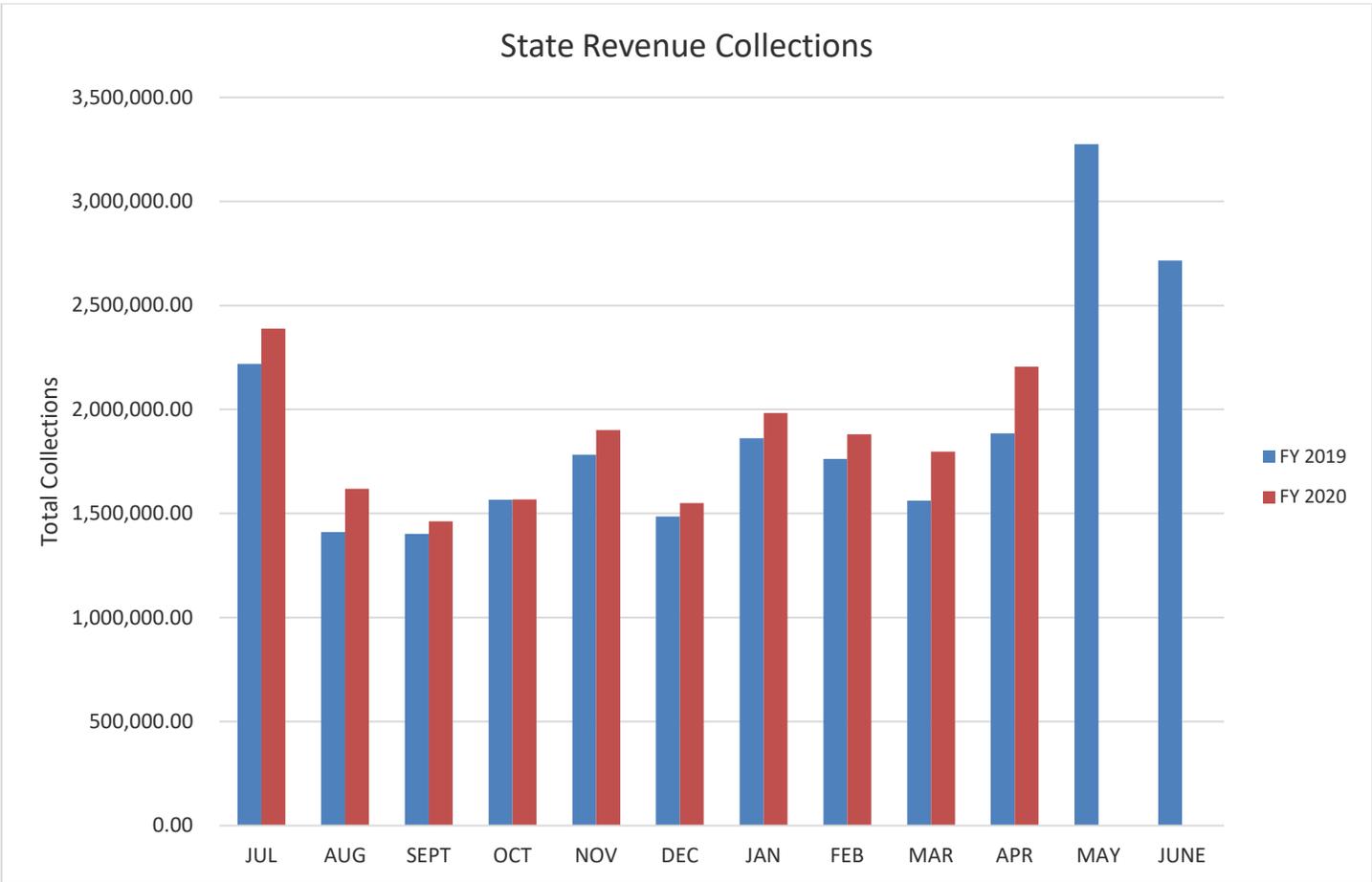
State Sales Tax came in about 4.6% above budget and around 6.6% higher than last year through April. This is due to the new internet sales tax collections that are incorporated into the State Shared Sales Tax. The new internet sales tax rules went into effect in October and started appearing in the collections in December. This information reflects a 2-month lag – the collections are for February 2020 taxes. A significant drop is anticipated in this revenue line item beginning with the May receipts.

% of Total Current Month Collections



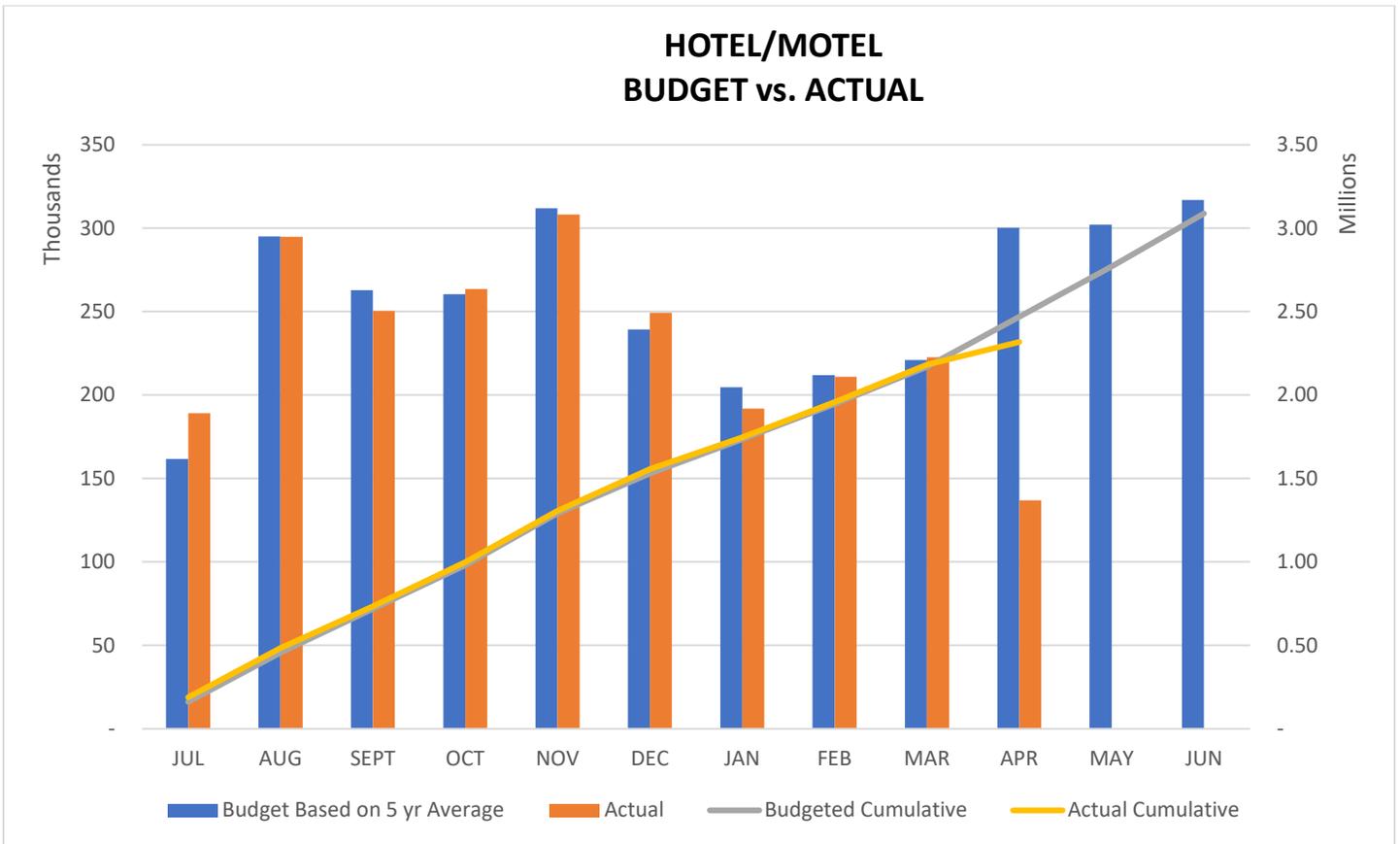
Sales Tax made nearly 38% of the State Shared collections for April, while the State Street Aid Gas Tax (restricted to road improvements) made up an additional 14.8%. Business License Taxes increased to 23% of collections due to the timing of the tax returns. Mixed Drink Taxes made up almost 5% of State Shared revenues. A significant drop is anticipated in the state shared revenues beginning with the May receipts for March taxes.

State Revenue Collections

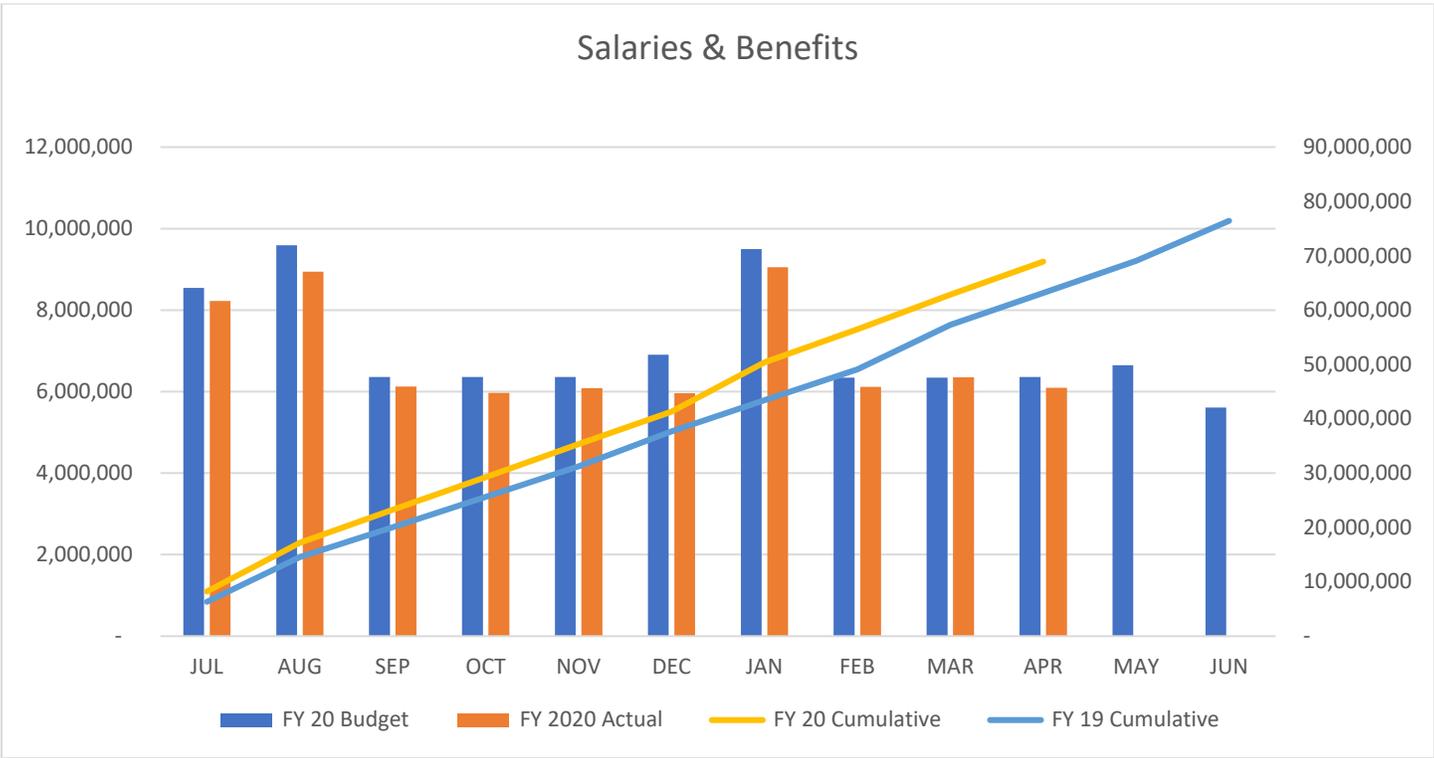


State Shared Revenue collections showed an 8% increase over last year’s State Shared revenues through April. This information reflects a 2-month lag – the collections are for February 2020 taxes. A significant drop is anticipated in this revenue line item beginning with the May receipts.

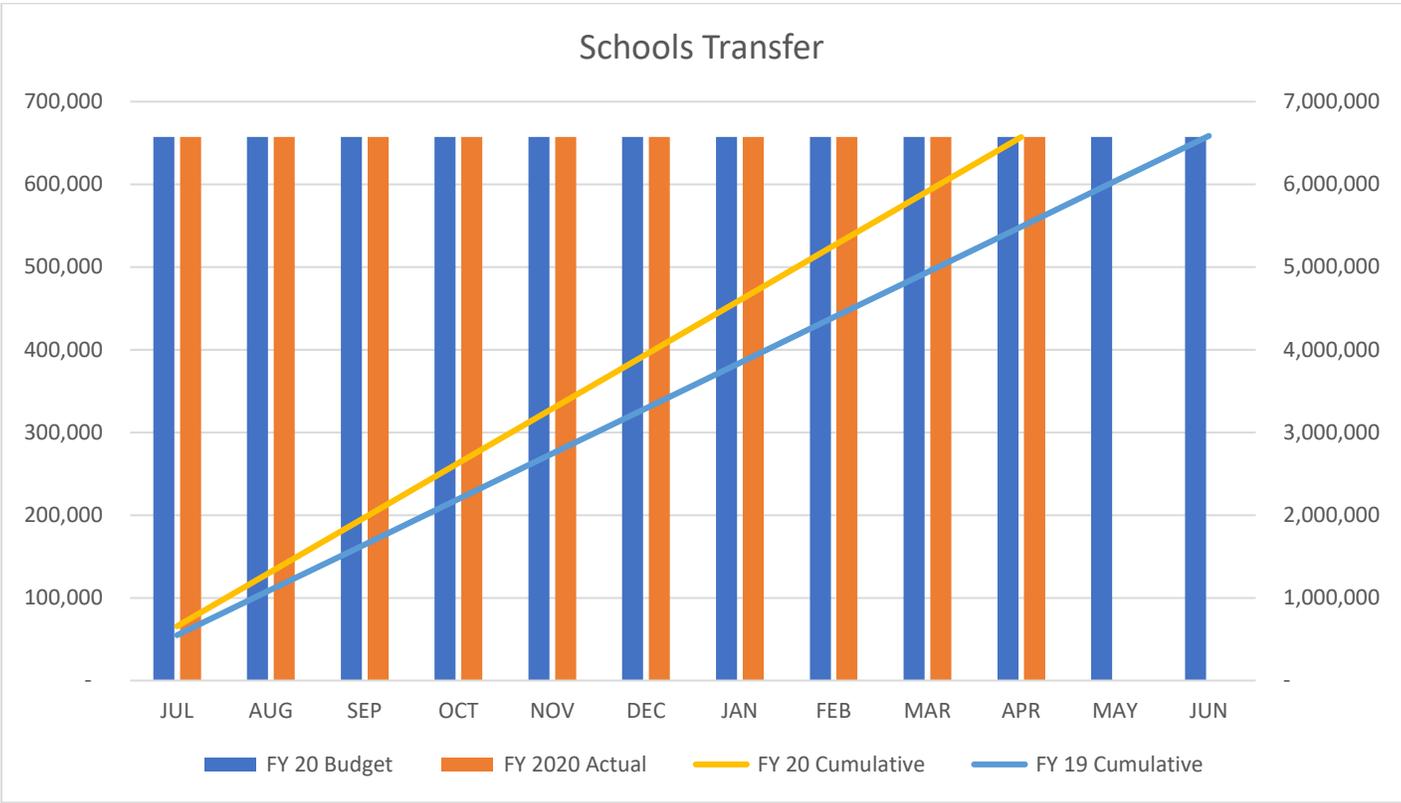
HOTEL/MOTEL BUDGET vs. ACTUAL



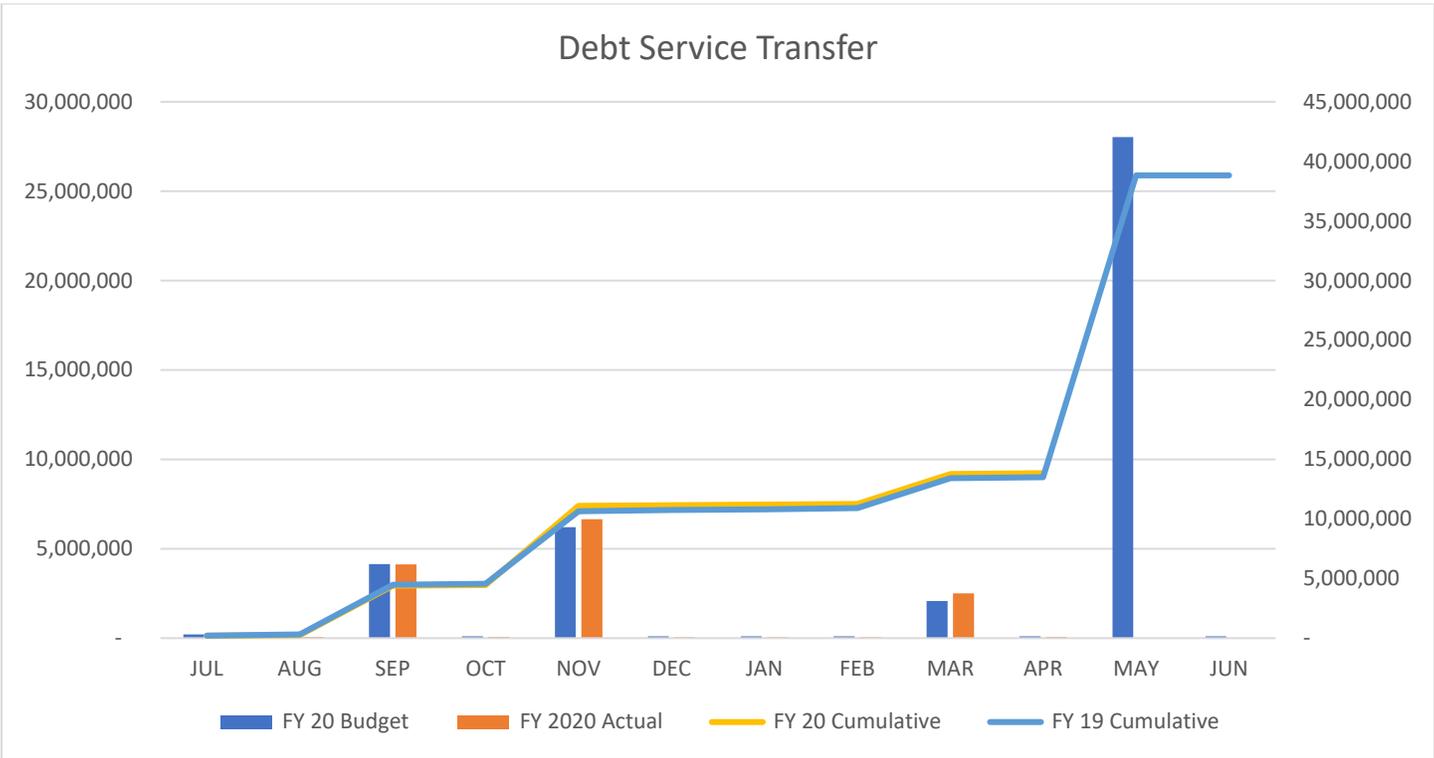
The Hotel/Motel Tax rate doubled in FY 20 from 2.5% to 5%. Thru March, collections were in-line with FY 19's reported gross receipts. However, the COVID-19 pandemic's effects on the travel and tourism industry significantly impacted March taxes remitted in April. Collections were down 54% and are expected to continue to decline for the remainder of the fiscal year and into FY21. Projections for the remainder of the year are around 25-27% of what was budgeted, which will result in a projected \$950,000 budget deficit for FY20. FY21 Hotel/Motel taxes are budgeted 50% less than FY20's budget at \$1.6 million.



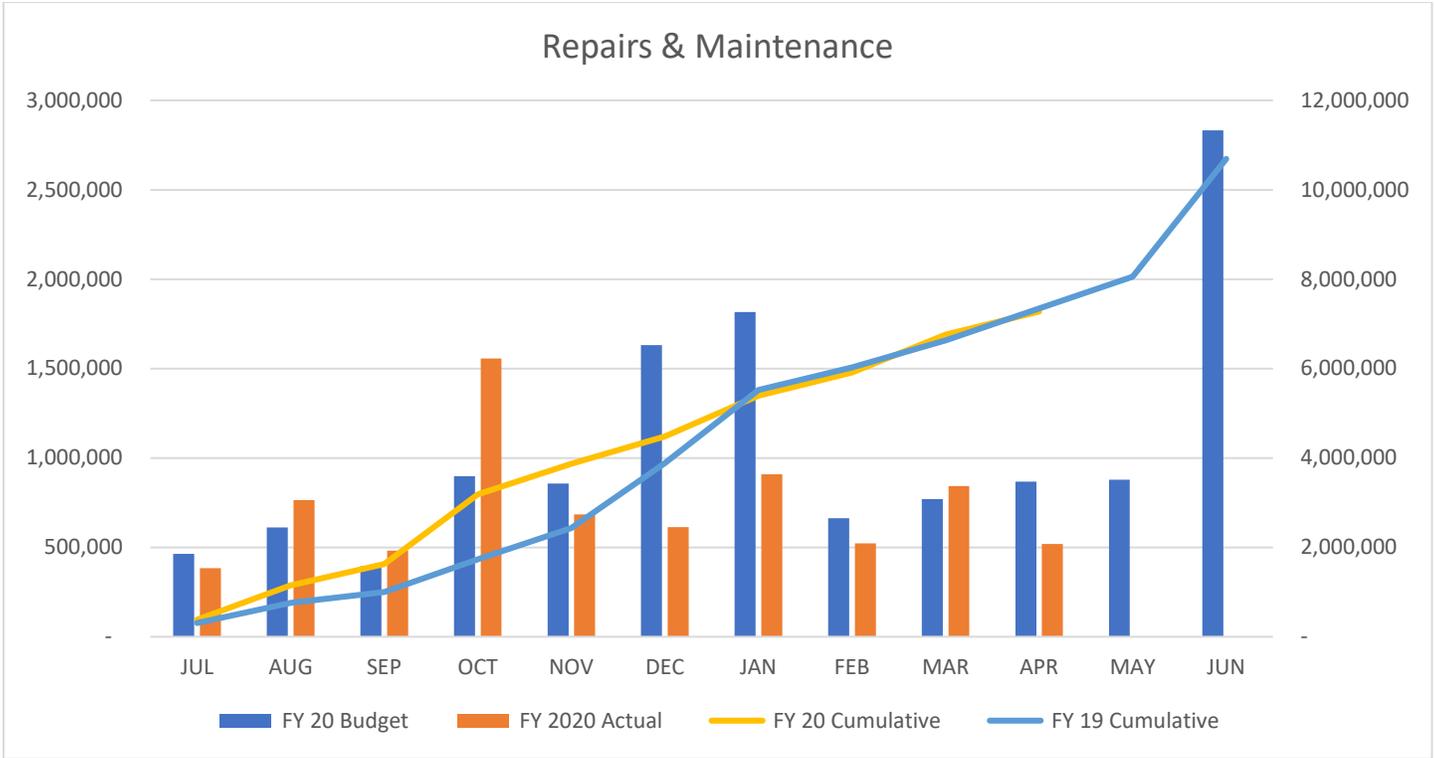
Salaries & Benefits were trending a little under budget due to unfilled vacancies within the City through April. As of 4/30/20, there were 942 filled full-time positions and 43 vacancies – which is up from 42 vacancies in March. Effective 3/19/20, a hiring freeze was implemented with only critical vacancies being filled.



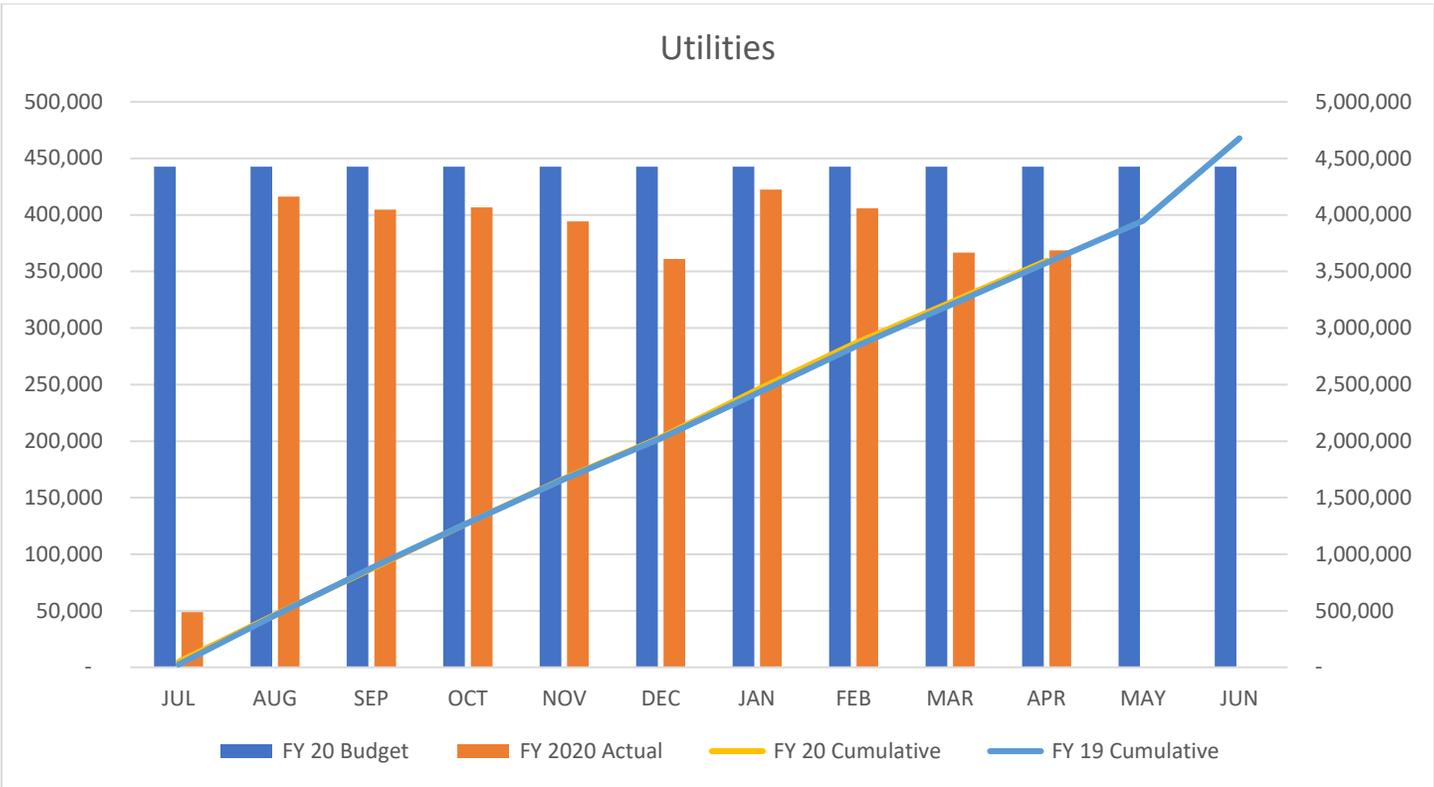
Budgeted Transfers to City Schools increased by \$1.3M from FY19 to FY20. This transfer is made in monthly increments evenly distributed throughout the year.



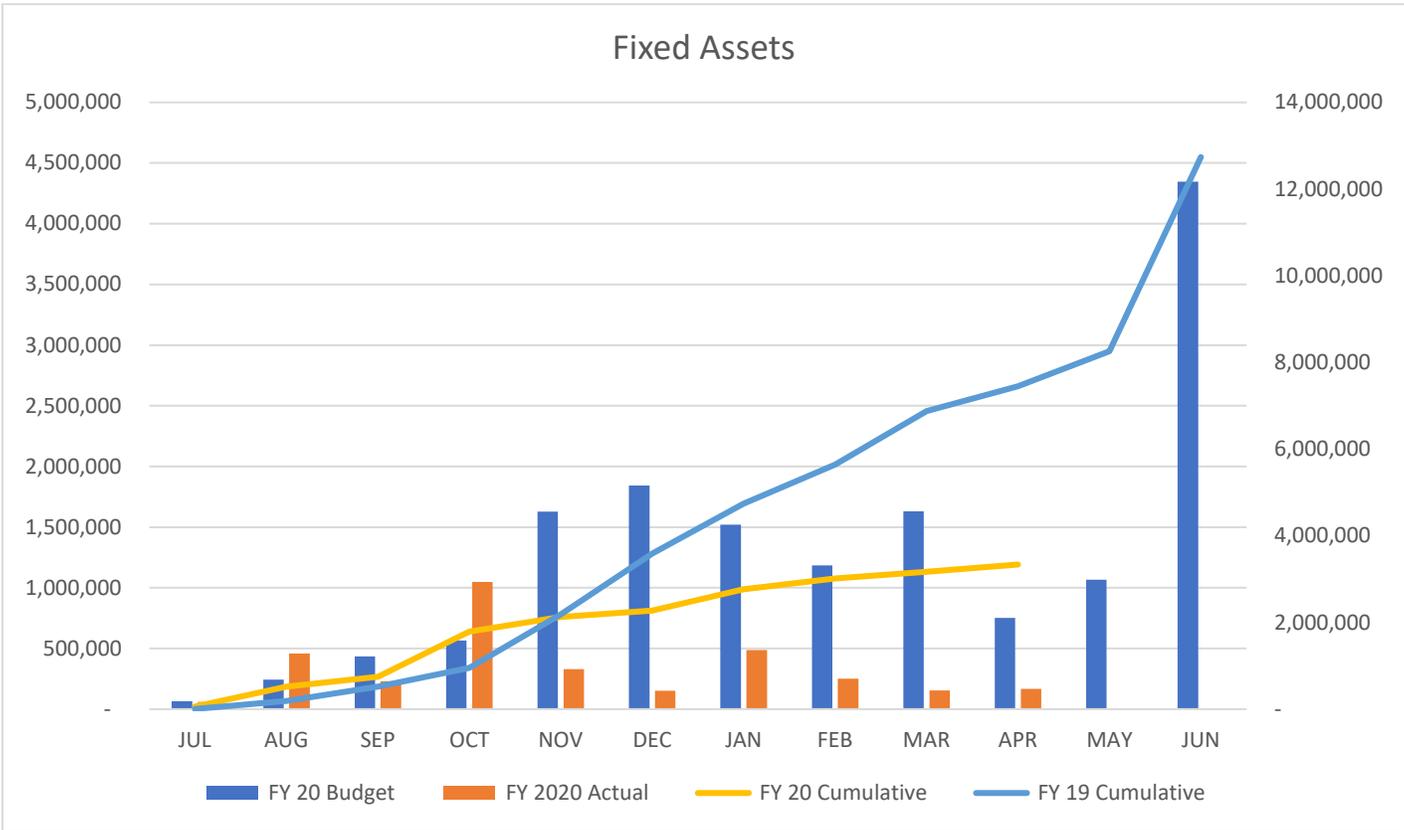
The budgeted Debt Service Transfer increased by \$1.4M to account for the additional debt service related to the 2019 \$58M SunTrust loan and anticipated debt service for FY20 debt of \$25M. Debt Service is running 2.48% higher than this time last year which was anticipated due to the 2019 loan. Since the FY20 debt is no longer planned, budgeted savings are anticipated this year.



Repairs & Maintenance make up 7% of General Fund budgeted expenses. This includes maintenance of software (\$1.1M), fleet services (\$3.5M). Police R&M for radios, mobile data terminals, etc. totals \$1.3M. State Street Aid R&M of streets, markings and right of way totals almost \$4M. These expenses are seasonal and fluctuate depending on contract timing and timing of repairs. This was trending 19% under budget through April.



Utilities were budgeted to stay relatively flat in FY20 as compared to FY19 and were running 19% under budget for the year through April.



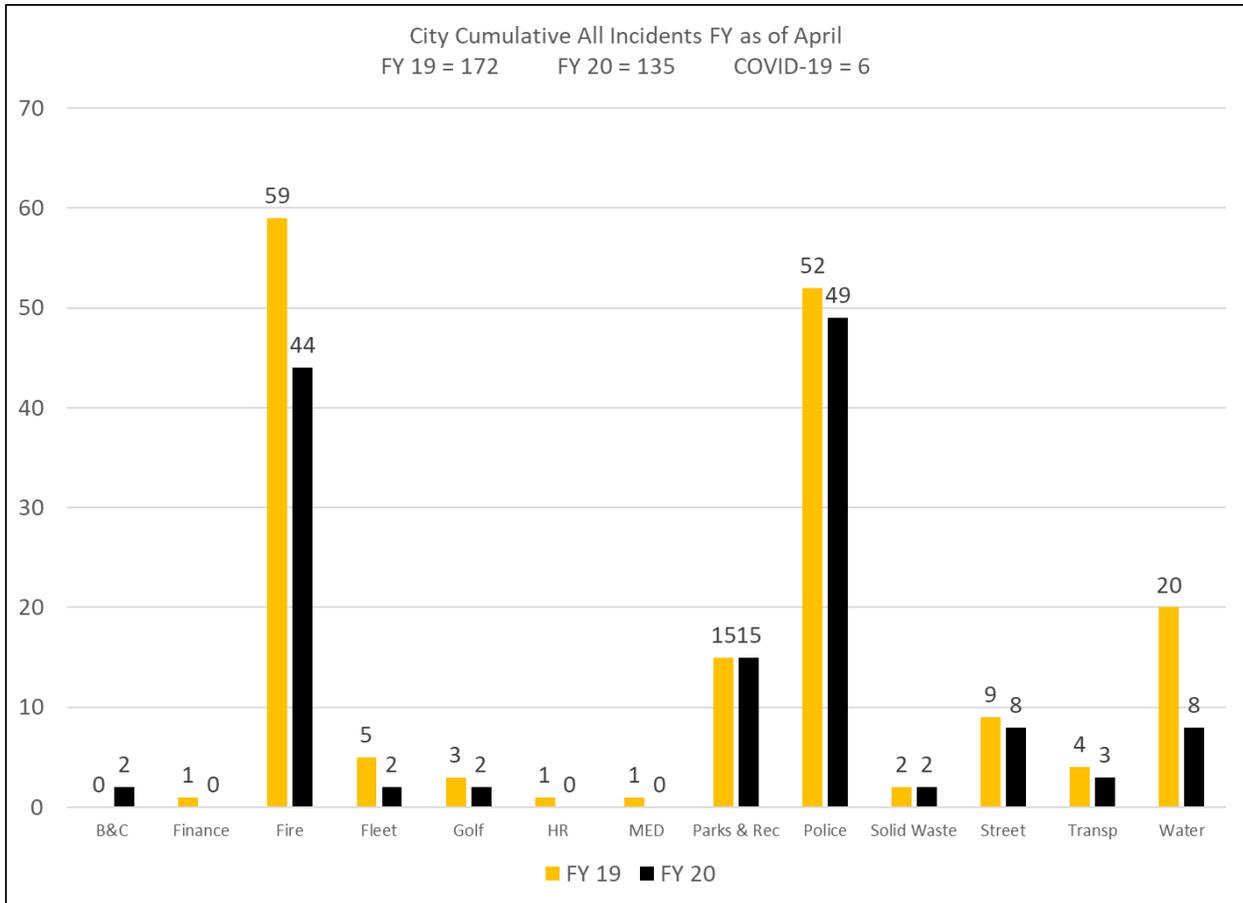
\$15.3M budgeted for Fixed Assets in FY 20 includes:

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

- \$167k public works

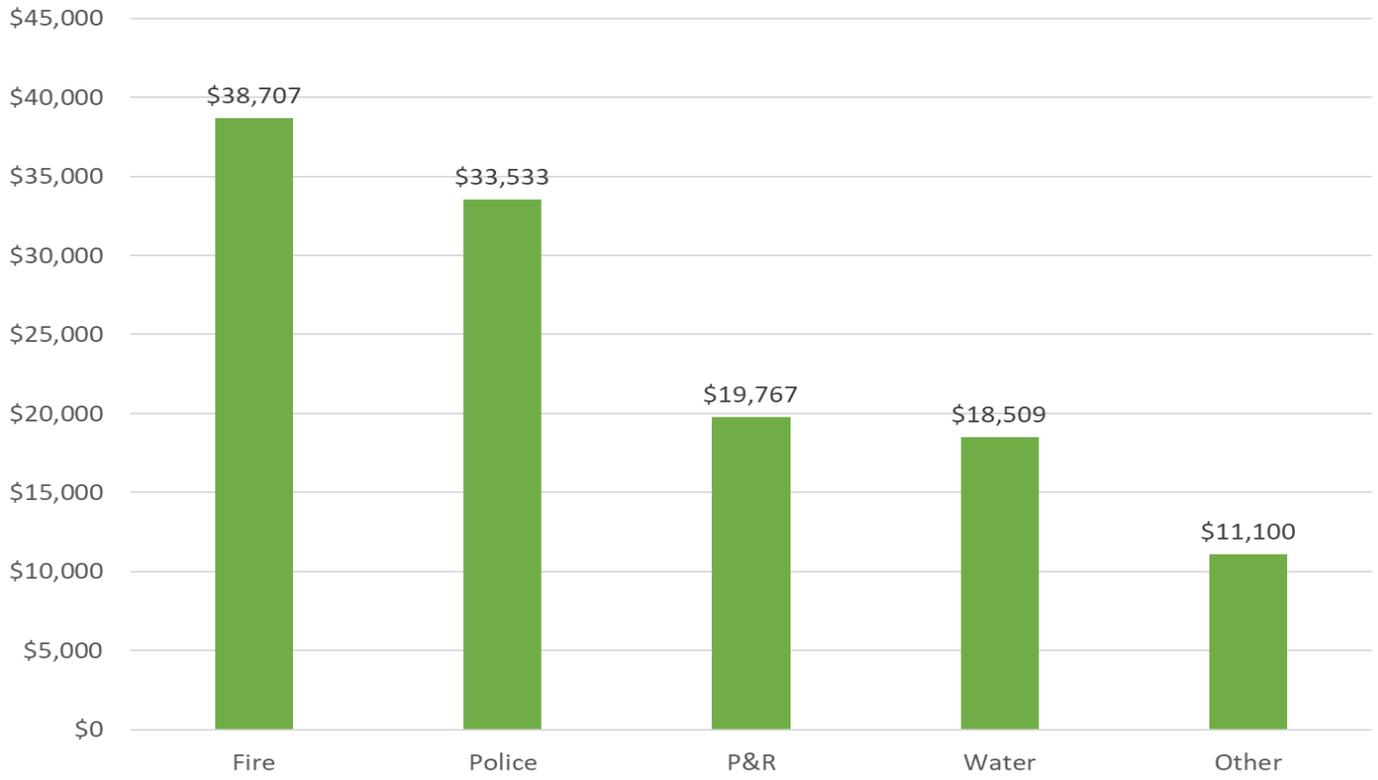
Timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. Through April, fixed asset spending was down 55% as compared to last year due to timing of road construction projects funded through the Infrastructure Department.

APRIL SAFETY REPORT

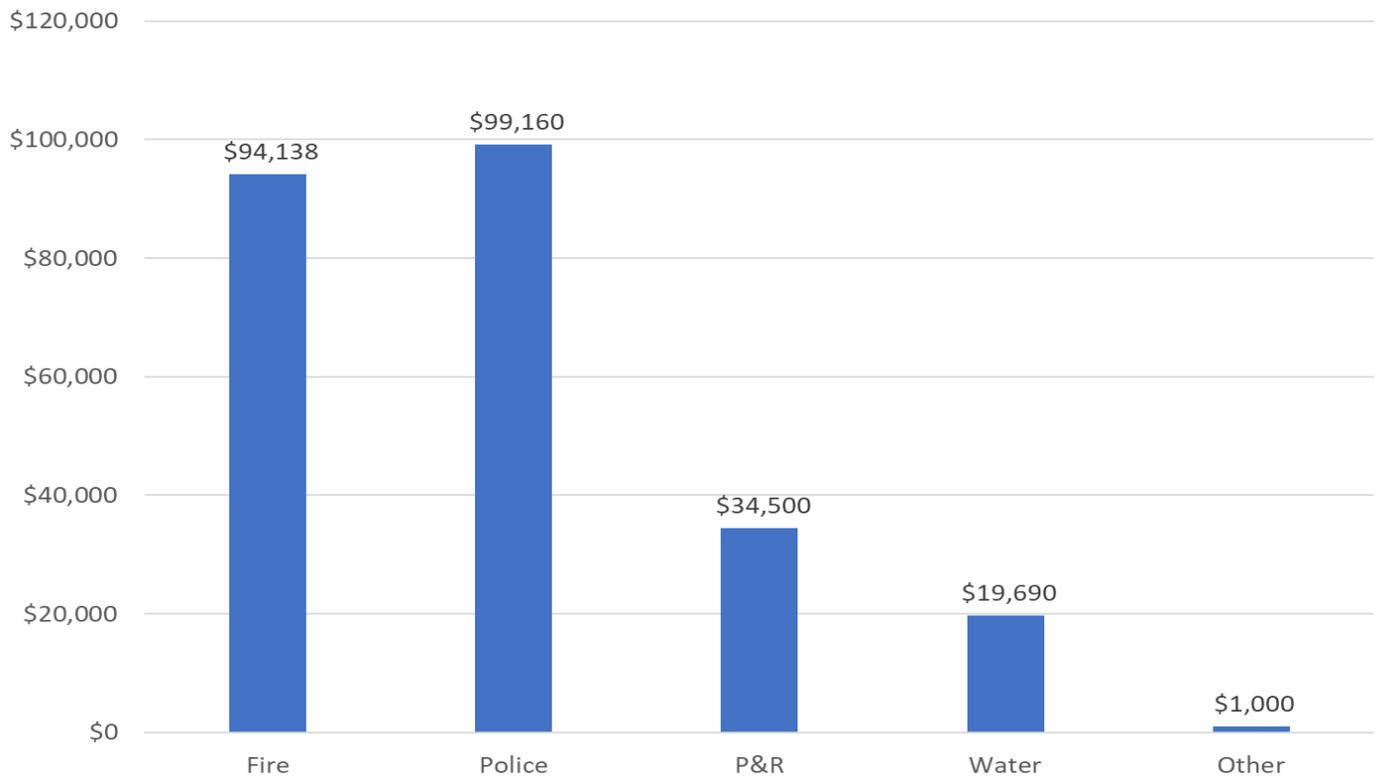


Overall for the City, total incidents showed a 21.5% decrease over the same time period last year. The City is showing 6 COVID-19 related Workers Compensation claims. A claim is filed when an employee states that they may have been exposed to COVID-19 as part of their job duties. This is not a measure of COVID-19 testing. COVID-19 testing results will not be a part of this report.

PEP Workers' Compensation Costs (125 Closed Claims) FYTD
City Total= \$121,147 as of April 2020

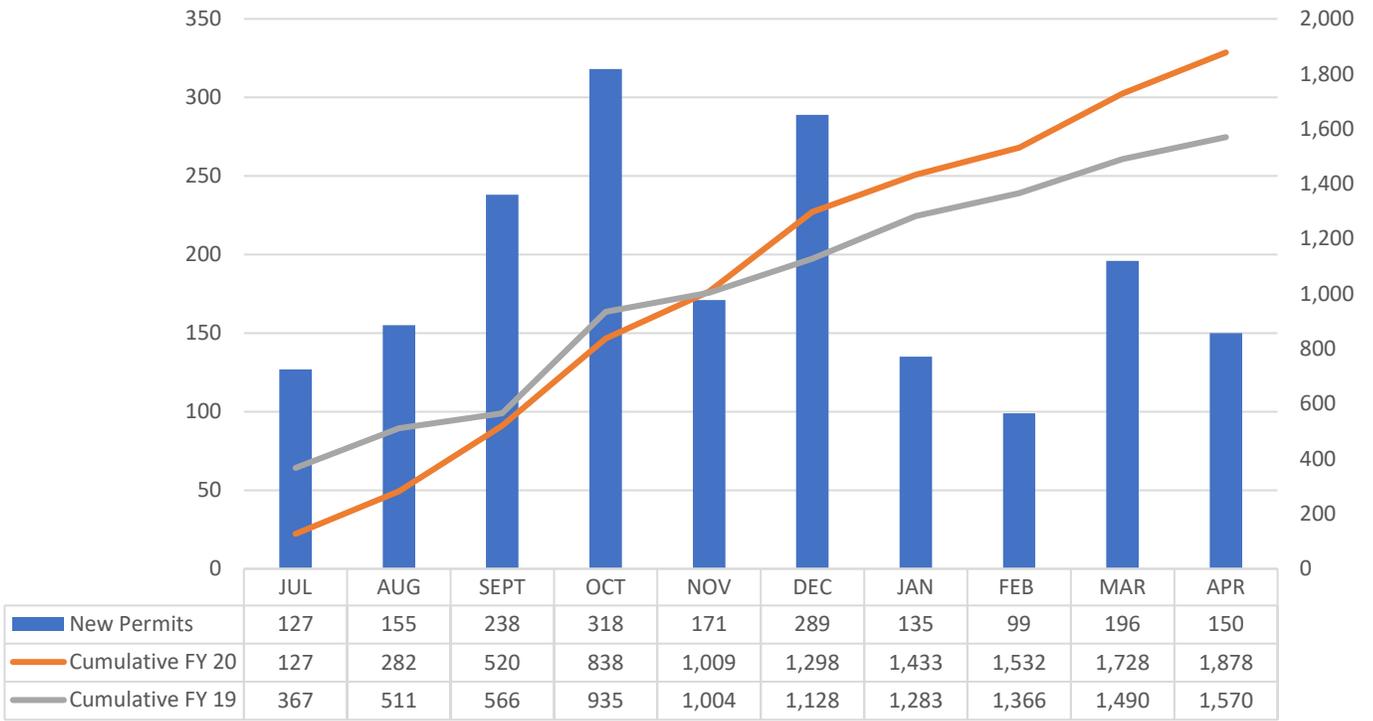


PEP Workers' Compensation Reserves (10 Open Claims) FYTD
City Total= \$248,488 as of April 2020



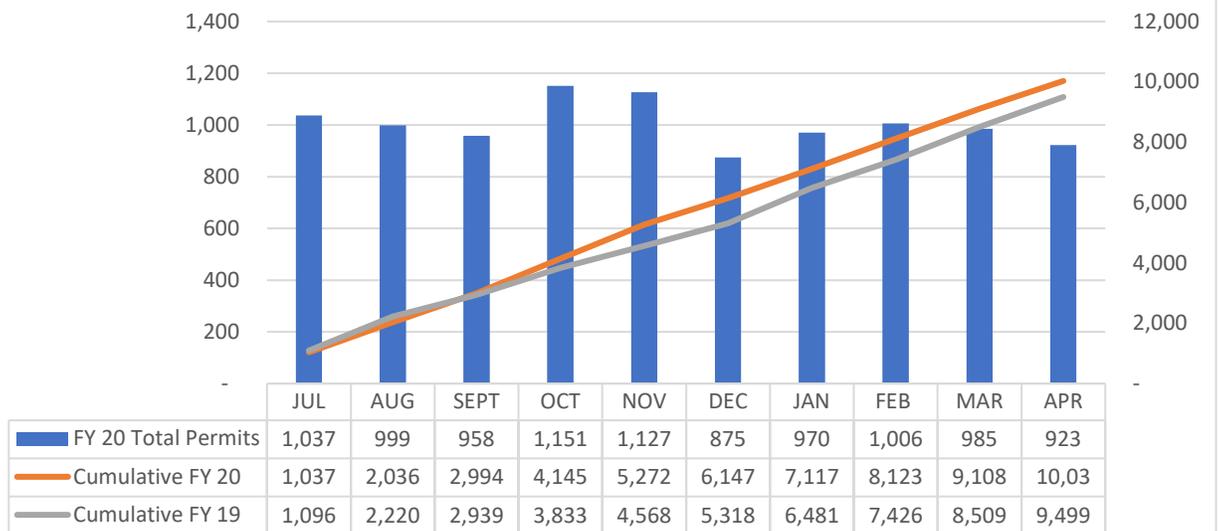
BUILDING & CODES

New Dwelling Units (Single Family, Townhomes & Apartments)



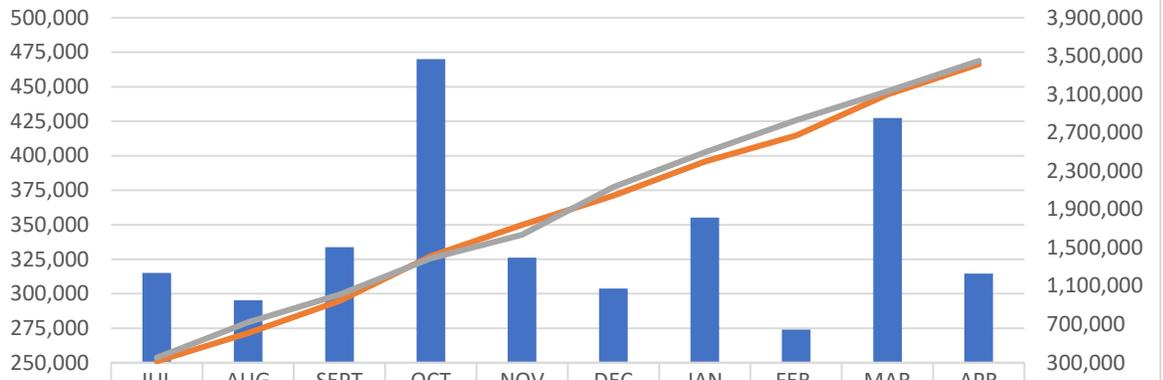
This year's Dwelling permits showed a 20% increase over FY19 through April.

Total Permits (all types)



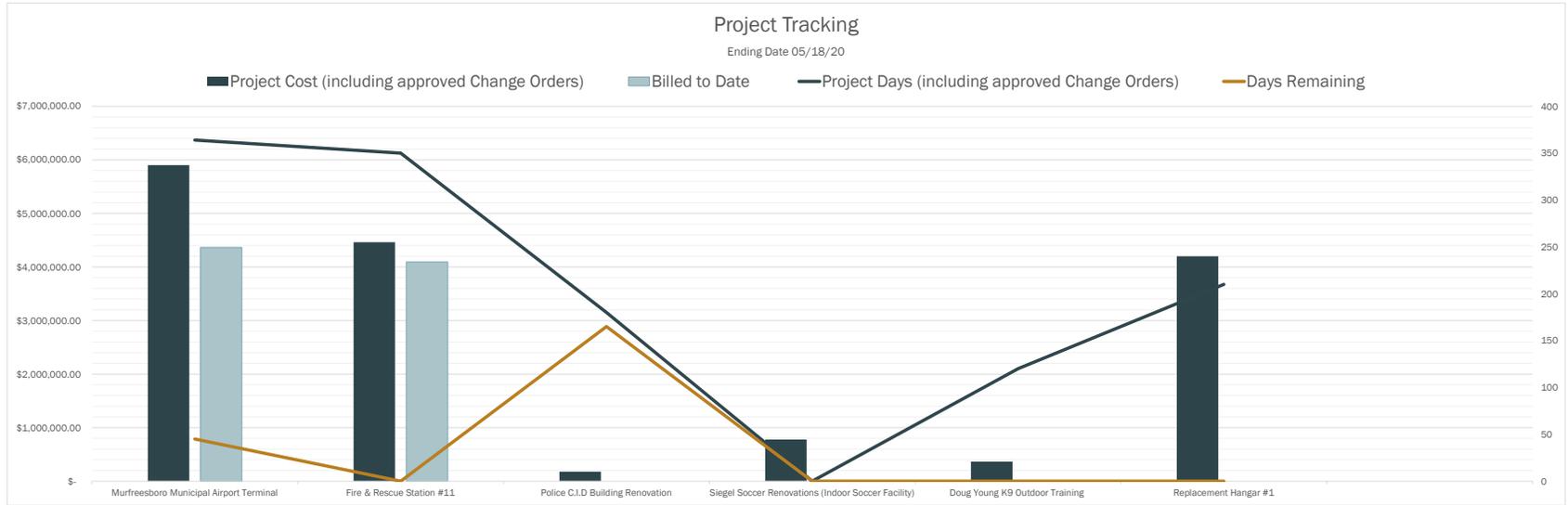
Total permits were trending up over last year by 5.6% through April.

Revenues

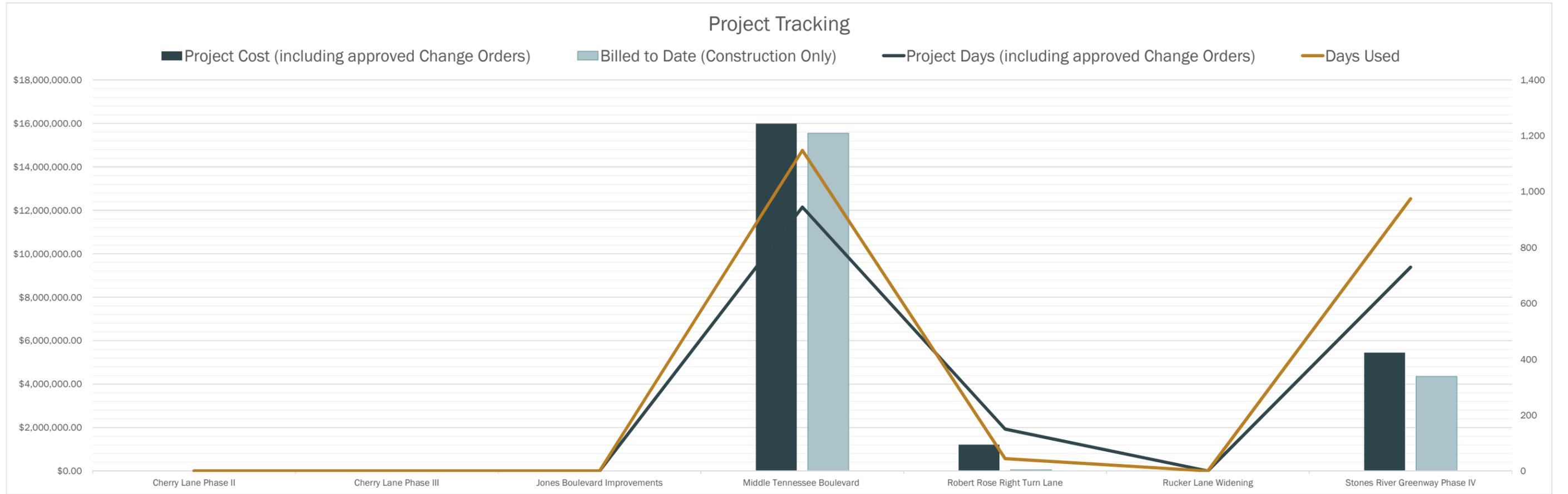


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
FY 20 Monthly Revenues	314,962	295,238	333,789	470,007	326,046	303,677	355,303	274,133	427,422	314,705
FY 20 Cumulative Revenues	314,962	610,200	943,989	1,413,996	1,740,042	2,043,719	2,399,022	2,673,155	3,100,577	3,415,282
FY 19 Cumulative Revenues	352,393	720,696	1,010,084	1,390,669	1,636,188	2,135,182	2,496,460	2,829,993	3,132,859	3,450,254

Total Building & Code revenues through April were relatively flat as compared to FY19 – running about 1% less than April 2019.



Project Name	Project Limits			Project Cost (including approved Change Orders)	Billed to Date	Project Days (including approved Change Orders)	Days Remaining	Percent Days	Today / Substantial Completion	Construction Opportunities
	Start Date	Delivery Method	Completion							
Murfreesboro Municipal Airport Terminal	4/17/2019	Design Build	4/17/2020	\$ 5,901,969.76	\$ 4,364,980.30	364	45	12%	Projected July Completion	None
Fire & Rescue Station #11	7/2/2019	Hard Bid	6/16/2020	\$ 4,460,869.16	\$ 4,093,318.67	350	0	0%	Complete	External Punch Out
Police C.I.D Building Renovation	4/15/2020	Hard Bid	6 months	177,785.00	\$ -	180	165		In Progress	None
Siegel Soccer Renovations (Indoor Soccer Facility)	4/23/2020	Hard Bid	7 months	\$ 776,800.00	\$0.00	N/A	N/A	N/A	On Hold	On Hold
Doug Young K9 Outdoor Training	4/1/2020	Hard Bid	3 months	\$ 364,238.00	\$ -	120	0	0%	Waiting on Notice To Proceed	None
Replacement Hangar #1	In Design	Design Build	6 months	\$ 4,200,000.00	\$ -	210	0	0%		
									#DIV/0!	
Total				\$15,881,661.92	\$8,458,298.97					



Project Name	Project Limits			Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Used	Percent Days	Today / Substantial Completion	N.T.P.
	From	To	Distance							
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	1.73 Miles	\$13,800,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase III	Broad Street	Memorial Blvd (231)	1.10 Miles	\$46,000,000 (Est Cost)	\$0.00	0	0	0%		
Jones Boulevard Improvements	Medical Center Parkway	Clark Boulevard	0.54 Mile	\$3,419,212 (Est Cost)	\$0.00	0	0	0%		
Middle Tennessee Boulevard	East Main Street	Greenland Drive	0.8 Mile	\$15,986,859	\$15,550,141	945	1148	121%	3/4/2019	1/11/2016
Robert Rose Right Turn Lane	Robert Rose	Thompson Lane	0.14 Mile	\$1,208,196	\$50,261.50	150	44	0%	5/13/2020	3/30/2020
Rucker Lane Widening	Highway 96 (Franklin Road)	Veterans Parkway	2.5 Miles	\$13,200,000 (Est Cost)	\$0.00	0	0	0%		
Stones River Greenway Phase IV	Barfield Road	Barfield Crescent Park	2.65 Miles	\$5,445,977	\$4,348,809	730	975	134%	5/13/2020	9/11/2017
Total				\$99,060,244	\$19,949,211					

Project	Project Status / Comments
Cherry Lane Phase II	Alignment study for final environmental review ongoing. ROW legal documents being drafted by consultant.
Cherry Lane Phase III	Working to choose vendors for acquisition and relocation services. Short list finalized.
Jones Boulevard Improvements	Currently acquiring ROW, construction plans are being finalized.
Middle Tennessee Boulevard	Punch list items have been completed, working on close out documentation.
Robert Rose Drive	First phase of the wall has been formed and poured, utilities are now being relocated and set.
Rucker Lane Widening	Bid 3/10/20, with Rogers Group being the apparent low bidder. Project on hold till further notice.
Stones River Greenway Phase IV	Minor items remain, which will be completed by 5/15.

COUNCIL COMMUNICATION

Meeting Date: 6/10/2020

Item Title: July 2019-April 2020 MCS Cash Flow Statement and Revenue and Expenditure Budget Comparison Reports

Department: Murfreesboro City Schools

Presented by: Gary Anderson

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

FY20 Cash Flow Statement (July 2019-April 2020)

FY20 Revenue and Expenditure Budget Comparison Reports (July 2019-April 2020)

Background Information

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

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

Attachments

July 2019-April 2020 MCS Cash Flow Statement

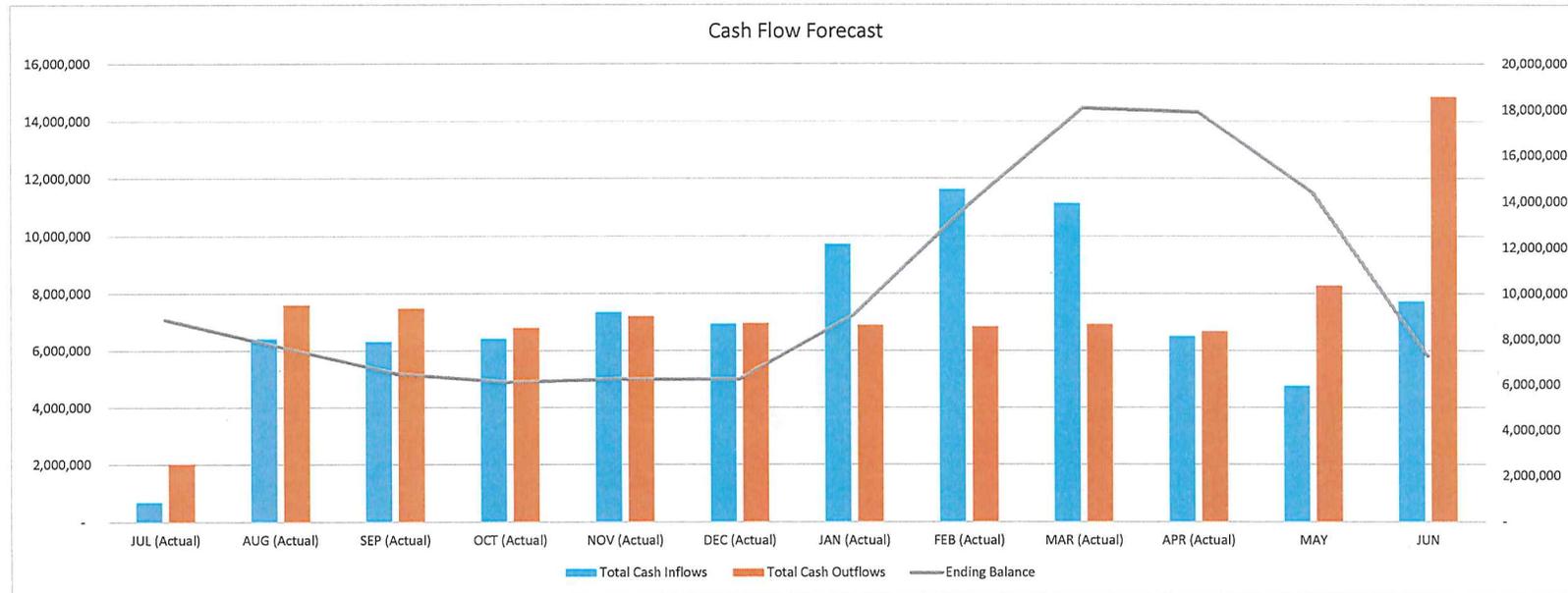
July 2019-April 2020 MCS Revenue and Expenditure Budget Comparison Reports

FY20 GENERAL PURPOSE CITY SCHOOL FUND

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

General Purpose School Fund	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC (Actual)	JAN (Actual)	FEB (Actual)	MAR (Actual)	APR (Actual)	MAY	JUN	TOTAL
Cash Receipts	\$ 688,180	\$ 6,402,194	\$ 6,306,054	\$ 6,404,790	\$ 7,350,685	\$ 6,937,149	\$ 9,723,498	\$ 11,614,705	\$ 11,156,975	\$ 6,493,285	\$ 4,750,997	\$ 7,715,773	\$ 85,544,285
Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	688,180	6,402,194	6,306,054	6,404,790	7,350,685	6,937,149	9,723,498	11,614,705	11,156,975	6,493,285	4,750,997	7,715,773	85,544,285
Beg Cash Bal	10,198,910	8,869,801	7,673,817	6,502,189	6,112,732	6,258,264	6,241,150	9,080,613	13,856,567	18,083,441	17,906,648	14,388,375	
Available Cash	10,887,090	15,271,995	13,979,871	12,906,979	13,463,417	13,195,413	15,964,648	20,695,318	25,013,542	24,576,726	22,657,645	22,104,148	
Cash Payments	\$ 1,985,309	\$ 7,566,198	\$ 7,445,702	\$ 6,762,267	\$ 7,173,173	\$ 6,922,283	\$ 6,852,055	\$ 6,806,771	\$ 6,898,121	\$ 6,638,098	\$ 8,237,290	\$ 14,786,113	\$ 88,073,380
Debt Service	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	31,980	61,325	413,105
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflows	2,017,289	7,598,178	7,477,682	6,794,247	7,205,153	6,954,263	6,884,035	6,838,751	6,930,101	6,670,078	8,269,270	14,847,438	88,486,485
Ending Balance	8,869,801	7,673,817	6,502,189	6,112,732	6,258,264	6,241,150	9,080,613	13,856,567	18,083,441	17,906,648	14,388,375	7,256,710	
Cash Inflows - Outflows	\$ (1,329,109)	\$ (1,195,984)	\$ (1,171,628)	\$ (389,457)	\$ 145,532	\$ (17,114)	\$ 2,839,463	\$ 4,775,954	\$ 4,226,874	\$ (176,793)	\$ (3,518,273)	\$ (7,131,665)	\$ (2,942,200)

**Amounts are estimated unless otherwise indicated.



COMPARISON OF BUDGET TOTALS
July 1, 2019 Through April 30, 2020

TOTAL INCOME	7/1/19 - 4/30/20	\$	73,077,517
TOTAL EXPENSES	7/1/19 - 4/30/20		65,369,777
			<hr/>
NET INCOME	4/30/20	\$	7,707,740
			<hr/> <hr/>

YEAR-TO-DATE REVENUE COMPARISON

APRIL 2020

PAGE 1

	BUDGET CLASS.	2018-19 BUDGET	2018-19 YTD REV.	2018-19 OVR/(UNDR) BUDGET	2018-19 %	2019-20 BUDGET	2019-20 YTD REV.	2019-20 OVR/(UNDR) BUDGET	2019-20 %
1	40110-Current Prop. Tax	13,972,500	13,791,608	(180,892)	98.7%	14,308,810	14,874,102	565,292	104.0%
2	40210-Local Option Sales Tax	10,980,000	8,613,064	(2,366,936)	78.4%	11,843,830	7,976,987	(3,866,843)	67.4%
3	40000-41110-Other County Rev	1,736,000	1,179,015	(556,985)	67.9%	1,830,000	1,240,485	(589,515)	67.8%
4	44000-Other Local Revenue	582,750	438,841	(143,909)	75.3%	594,500	313,987	(280,513)	52.8%
5	46511-Basic Educ. Program	44,430,513	39,387,500	(5,043,013)	88.6%	46,301,465	40,971,700	(5,329,765)	88.5%
6	46512-BEP ARRA	-	-	-	N/A	-	-	-	N/A
7	46530-Energy Efficient Sch	-	-	-	N/A	-	-	-	N/A
8	46615-Ext. Contract-ARRA	-	-	-	N/A	-	-	-	N/A
9	46990-Other State Funds	650,190	419,363	(230,827)	64.5%	370,600	341,234	(29,366)	92.1%
10	46592-CONNECT TEN ARRA	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource ARRA	-	-	-	N/A	-	-	-	N/A
12	46595-SSMS ARRA	-	-	-	N/A	-	-	-	N/A
13	47000- Federal Funds	24,325	74,160	49,835	304.9%	1,109,977	788,103	(321,874)	71.0%
14	49100-49800 Bond & City Transfers	-	-	-	N/A	-	-	-	N/A
15	49810-Approp./City Gen. Fund	6,585,103	5,487,586	(1,097,517)	83.3%	7,885,103	6,570,919	(1,314,184)	83.3%
16	49820-Operating Transfers	-	-	-	N/A	1,300,000	-	(1,300,000)	0.0%
	TOTALS	\$ 78,961,381	\$69,391,137	\$ (9,570,244)	87.9%	\$85,544,285.00	\$ 73,077,517	\$ (12,466,768)	85.4%

YEAR-TO-DATE EXPENDITURE COMPARISON

APRIL 2020

PAGE 1

	2018-19 BUDGET	2018-19 YTD EXP.	2018-19 OVR/(UNDR) BUDGET	2018-19 %	2019-20 BUDGET	2019-20 YTD EXP.	2019-20 OVR/(UNDR) BUDGET	2019-20 %	
1	71100-Reg. Instruction	43,503,848	32,128,214	(11,375,634)	73.9%	46,318,758	35,094,572	(11,224,186)	75.8%
2	71200-Sp. Ed. Instruction	8,401,413	6,179,344	(2,222,069)	73.6%	9,174,203	6,798,648	(2,375,555)	74.1%
3	71400-Student Body Ed.	45,000	35,924	(9,076)	79.8%	-	-	-	N/A
4	72110-Attendance	152,854	124,603	(28,251)	81.5%	167,489	137,891	(29,598)	82.3%
5	72120-Health Services	779,372	567,644	(211,728)	72.8%	951,390	684,126	(267,264)	71.9%
6	72130-Guidance	2,433,099	1,827,591	(605,508)	75.1%	2,728,311	2,041,411	(686,900)	74.8%
7	72210-Reg. Instr. Support	2,097,264	1,500,565	(596,699)	71.5%	2,188,721	1,668,537	(520,184)	76.2%
8	72220-Sp. Ed. Support	1,566,956	1,132,709	(434,247)	72.3%	1,834,730	1,335,468	(499,262)	72.8%
9	72250-Technology	1,652,406	1,114,496	(537,910)	67.4%	1,793,131	1,301,542	(491,589)	72.6%
10	72310-Bd. Of Education	1,737,593	1,058,059	(679,534)	60.9%	1,485,229	1,134,506	(350,723)	76.4%
11	72320-Office of Supt.	370,119	277,918	(92,201)	75.1%	381,240	308,411	(72,829)	80.9%
12	72410-Office of Principal	4,329,922	3,342,693	(987,229)	77.2%	4,726,631	3,656,696	(1,069,935)	77.4%
13	72510-Fiscal Services	560,918	467,160	(93,758)	83.3%	579,593	486,867	(92,726)	84.0%
14	72520-Personnel Services	425,023	318,124	(106,899)	74.8%	428,543	276,641	(151,902)	64.6%
15	72610-Oper. Of Plant	5,908,626	3,892,561	(2,016,065)	65.9%	6,385,980	4,249,933	(2,136,047)	66.6%
16	72620-Maint. Of Plant	2,728,945	1,689,971	(1,038,974)	61.9%	2,724,053	1,793,998	(930,055)	65.9%
17	72710-Pupil Transp.	2,899,934	2,186,550	(713,384)	75.4%	2,972,379	2,651,117	(321,262)	89.2%
18	73300-Community Service	518,682	377,844	(140,838)	72.8%	540,533	403,978	(136,555)	74.7%
19	73400-Early Childhood Educ.	16,500	2,659	(13,841)	16.1%	1,251,966	890,702	(361,264)	71.1%
20	76100-Reg. Cap. Outlay	631,559	461,694	(169,865)	73.1%	1,440,500	134,933	(1,305,567)	9.4%
21	82130-Education Debt Serv.		-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	860,431	319,800	(540,631)	37.2%	413,105	319,800	(93,305)	77.4%
	TOTALS	81,620,464	59,006,123	\$ (22,614,341)	72.3%	88,486,485	65,369,777	\$ (23,116,708)	73.9%

COUNCIL COMMUNICATION

Meeting Date: 06/10/2020

Item Title: Reconsider Sewer Basin 10A-3&4 Density Restriction

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reconsideration of staff recommendation to limit 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

Restrict the development in Basins 10A-3 & 10A-4 to the density allowable for a Commercial Zoning at 2.5 single family units per acre (sfu/acre) or 650 gallons per day per acre (gpd/acre) regardless of the current zoning or whether the property resides within the City Core Overlay area.

Developments "In Process"

Two projects have been identified as "in process" by staff in basin 104-A. They along with staff recommendation are as follows:

- 1) East Side Village: Developer was told they would be required to have "low flow" developments, so they are fully aware of restricted flow conditions and will be subject to the 2.5 sfu's per acre. No grandfathering required.
- 2) Karma is 23 units on 2.78 acres (8.3 units/ac). This development was approved as a PRD by Planning Commission 1/24/18 and Construction plans were approved 7/22/19. Water and sewer construction plans have not been approved. This development meets the sewer allocation ordinance grandfather period; however, staff recommends that if the project does not commence in the next six months that they would be required to pay 10% of their connection fees to secure 30 months of a will serve commitment for sewer service.

A due diligence meeting for a property located at 206 Dill Lane has been scheduled for a June 25, 2020 with Planning staff; however, I would not consider this “in progress” and therefore expect any development on this property to meet the 2.5 sfu’s per acre density requirement.

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.

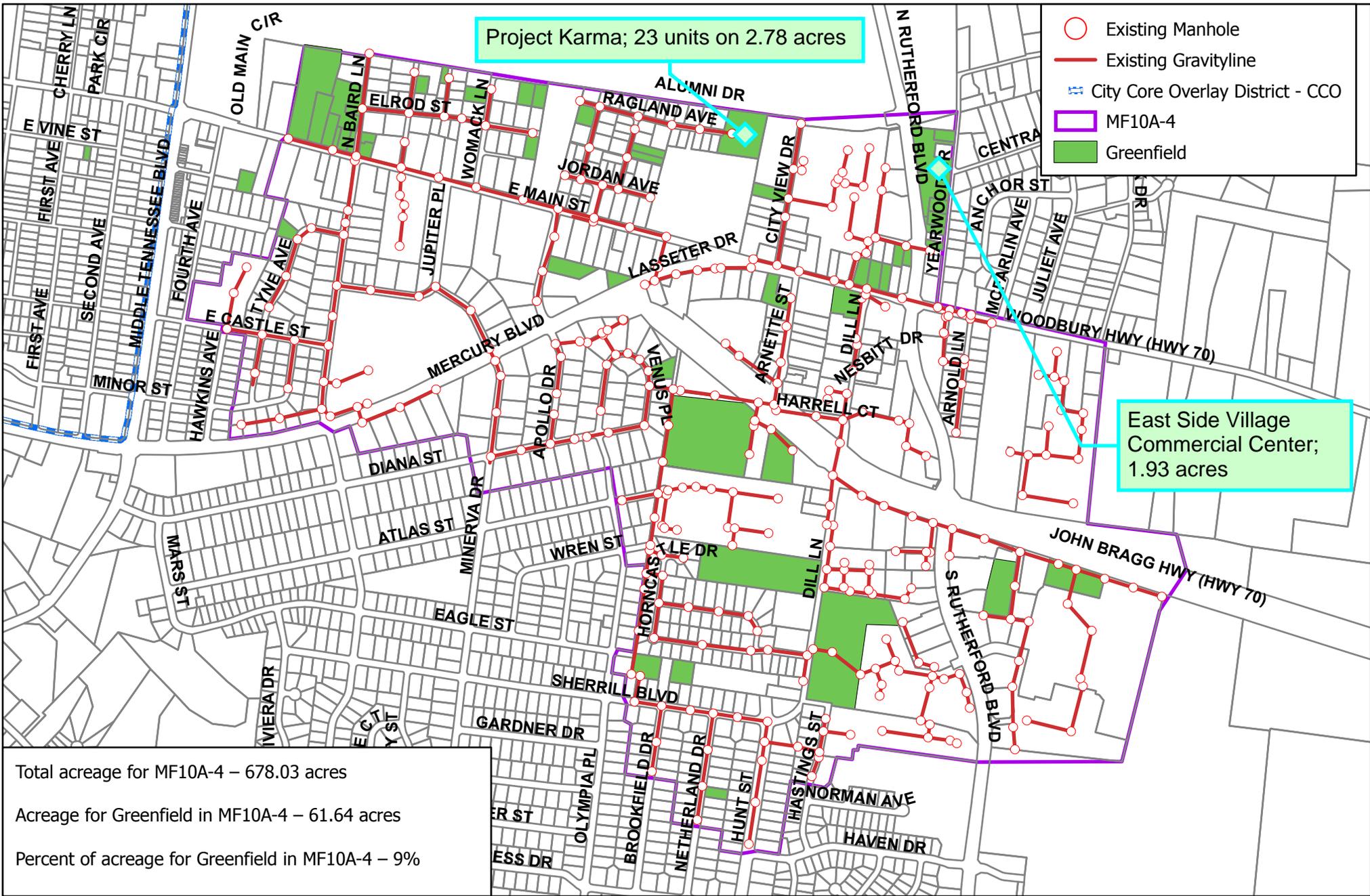
Attachments

1. Temporary Flow Monitoring Results
2. Exhibit Basin 10A-4 illustrating Projects "In Progress" and Basin 10A-3
3. Table 1 of Resolution 19-R-26

**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.



MURFREESBORO WATER RESOURCES DEPARTMENT

MF10A-4



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 \geq 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