

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
July 30, 2020

PRAYER

Mr. Eddie Smotherman

PLEDGE OF ALLEGIANCE

Old Business

Ordinances

1. Ordinance 20-O-27: Amendment to City Code regarding Discharging Firearms (2nd and final reading) (Administration)

Land Use Matters

2. Ordinance 20-OZ-20: Rezone approximately 0.47 acres located along S Maney Avenue, south of E State Street and north of E Castle Street (2nd and final reading) (Planning)
3. Ordinance 20-OZ-21: Amend the Gateway Village PUD (formerly known as the North Thompson Place PUD) on approximately 5.09 acres located along North Thompson Lane north of Medical Center Parkway (2nd and final reading) (Planning)
4. Ordinance 20-O-22: Establishment of Shelton Square Special Sanitary Sewer Assessment District (2nd and final reading) (Water Resources)

On Motion

5. The Journey Home CDBG Property Acquisition of 433 S Kings Highway (Community Development)
6. Greenhouse Ministries CDBG Property Acquisition of 222 S Bilbro Avenue (Community Development)
7. Approval Expansion of Scope of Services (Fire Rescue)
8. FY 2020 JAG Program and MOU with the Rutherford County Sheriff Office (Police)
9. Sewer Allocation Variance-Panda Express (Water Resources)
10. Amendment to Compensation Policy 5003 (Temp-1) (Administration)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 07/23/2020

Item Title: Amendment to City Code regarding Discharging Firearms
[Second Reading]

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to City Code regulating discharging firearms to allow for industrial pest control.

Staff Recommendation

Approve the proposed amendment to permit use of pellet and air guns to control pests in industrial facilities.

Background Information

Last year, a large industrial manufacturer contacted the City to request permission to use certain firearms for pest control in the facility. The manufacturer desires to strictly comply with the City's firearm discharge ordinance, which currently prohibits a use long established in some facilities. Other methods of control have proven far less efficient and cost effective and have forced cessation of operations for extended periods of time.

The proposed amendment would permit the use of pellet or air guns within industrial premises with limitations. Typical corporate safety procedures relegate the use of firearms to a last-resort option; however, it should remain a viable option for businesses in large facilities.

Council Priorities Served

Maintain public safety

The amendment retains public safety limitations and permits restricted use under certain necessary conditions.

Fiscal Impact

None

Attachments

Ordinance 20-O-XX

ORDINANCE 20-O-27 amending the Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Section 21-44, Weapons – Discharging firearms, Etc.

WHEREAS, the City’s Charter, at Article III, Section 4 (62) provides to the City “the fullest general powers and authority necessary for the protection of life, health, and property, and to preserve the good government, general welfare, and order and security of the city;” and

WHEREAS, the Tennessee General Assembly, by and through the enacting of Tennessee Code Annotated Section 39-17-1314, has preempted “the whole field of regulation” of firearms and ammunition, subject to certain exceptions; and

WHEREAS, Tennessee Code Annotated Section 39-17-1314 (b)(2) grants to municipalities the authority to regulate by ordinance the discharge of firearms within the boundaries of the municipality, except when and where the discharge of a firearm is expressly authorized or permitted by state law; and

WHEREAS, the City Code, at Chapter 21, Article 1, Section 21-44, currently prohibits the discharge of firearms within the corporate limits of the City, subject to certain exceptions contained therein; and

WHEREAS, in order to balance the safety and welfare of the citizens of the City, and to align the City Code with current state law, City Code Section 21-44 should be amended.

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

SECTION 1. Chapter 21, Article 1, Section 21-44, Weapons - Discharging firearms, etc., is hereby amended by deleting the section in its entirety and replacing it with the following language:

“Section 21-44 Firearms; discharge within City limits prohibited; exceptions.

Except as expressly authorized or permitted by state law of general application or as enumerated herein, it shall be unlawful for any person to discharge, fire, or shoot a shotgun, rifle, handgun, air gun, pellet gun, or other firearm within the corporate limits of the City. This section shall not apply to the following:

- (A) the operation of a shooting gallery within the corporate limits of the City, where precautions have been taken to insure the protection of human life and property;
- (B) a hunter safety course or firearm safety course conducted by a licensed instructor at a site approved by the Chief of Police, provided the licensed instructor is present at all times that firearms are discharged; and
- (C) use or discharge of a pellet gun or air gun on any premises zoned heavy industrial (HI), general industrial (GI), or light industrial (LI), pursuant to

the City’s Zoning Ordinance, by the owner of such property, or the owner’s employee or agent, for the express purpose of exterminating or controlling certain animal species not deemed protected by any federal or state law and that are generally considered to constitute a pest or vermin or that otherwise threaten or endanger human life or health or the owner’s business interests, including any real or personal property located on the owner’s premises.”

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Rezoning property along South Maney Avenue
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 0.47 acres located along South Maney Avenue, south of East State Street and north of East Castle Street.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Mr. Rhett Kelton presented a zoning application [2020-408] for approximately 0.47 acres located along South Maney Avenue to be rezoned from CH (Highway Commercial District) and CCO (City Core Overlay District) to PUD (Planned Unit District) and CCO. During its regular meeting on June 3, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 23, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will contribute to the continued growth of downtown both as a place to live and to do business.

Establish Strong City Brand

The development that this rezoning will enable will continue to strengthen the identity of the City's downtown as a destination for living, working, and playing.

Attachment:

Ordinance 20-OZ-20

ORDINANCE 20-OZ-20 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.47 acres along South Maney Avenue north of East Castle Street from Highway Commercial (CH) District and City Core Overlay (CCO) to Planned Unit Development (PUD) District (Maney Station PUD) and City Core Overlay (CCO); Rhett Kelton, applicant [2020-408].

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

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

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

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

Passed:

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-OZ-20



CH

RM-16

E SEVIER ST

E SEVIER ST

CH

CH

CH

RS-4

Area rezoned from CH and CCO to PUD and CCO

E STATE ST

S ACADEMY ST

CH

S MANEY AVE

CH

RS-4

E CASTLE ST

CH

RS-4

RS-4

41

1

SE BROAD ST

SCALES ST

RS-4

CH

CH



COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Amending the Gateway Village PUD along North Thompson Lane
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the Gateway Village PUD (formerly known as the North Thompson Place PUD) on approximately 5.09 acres located along North Thompson Lane north of Medical Center Parkway.

Staff Recommendation

Enact the ordinance amending the zoning as requested.

The Planning Commission recommended approval of the rezoning.

Background Information

Swanson Development, LP presented a zoning application [2020-406] to amend the Gateway Village PUD (Planned Unit District) zoning on approximately 5.09 acres located along North Thompson Lane. During its regular meeting on June 3, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 23, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This zoning amendment will create additional flexibility regarding the permitted uses in this PUD, as the owner attempts to sell and lease the commercial units, potentially creating jobs and generating increased property and sales tax revenues in this existing mixed-use development.

Attachment:

Ordinance 20-OZ-21

ORDINANCE 20-OZ-21 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 5.09 acres in the North Thomson Place Planned Unit Development (PUD) District (also known as Gateway Village) located along North Thompson Lane, as indicated on the attached map; Swanson Development, LP, applicant [2020-406].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of expanding the permitted uses.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

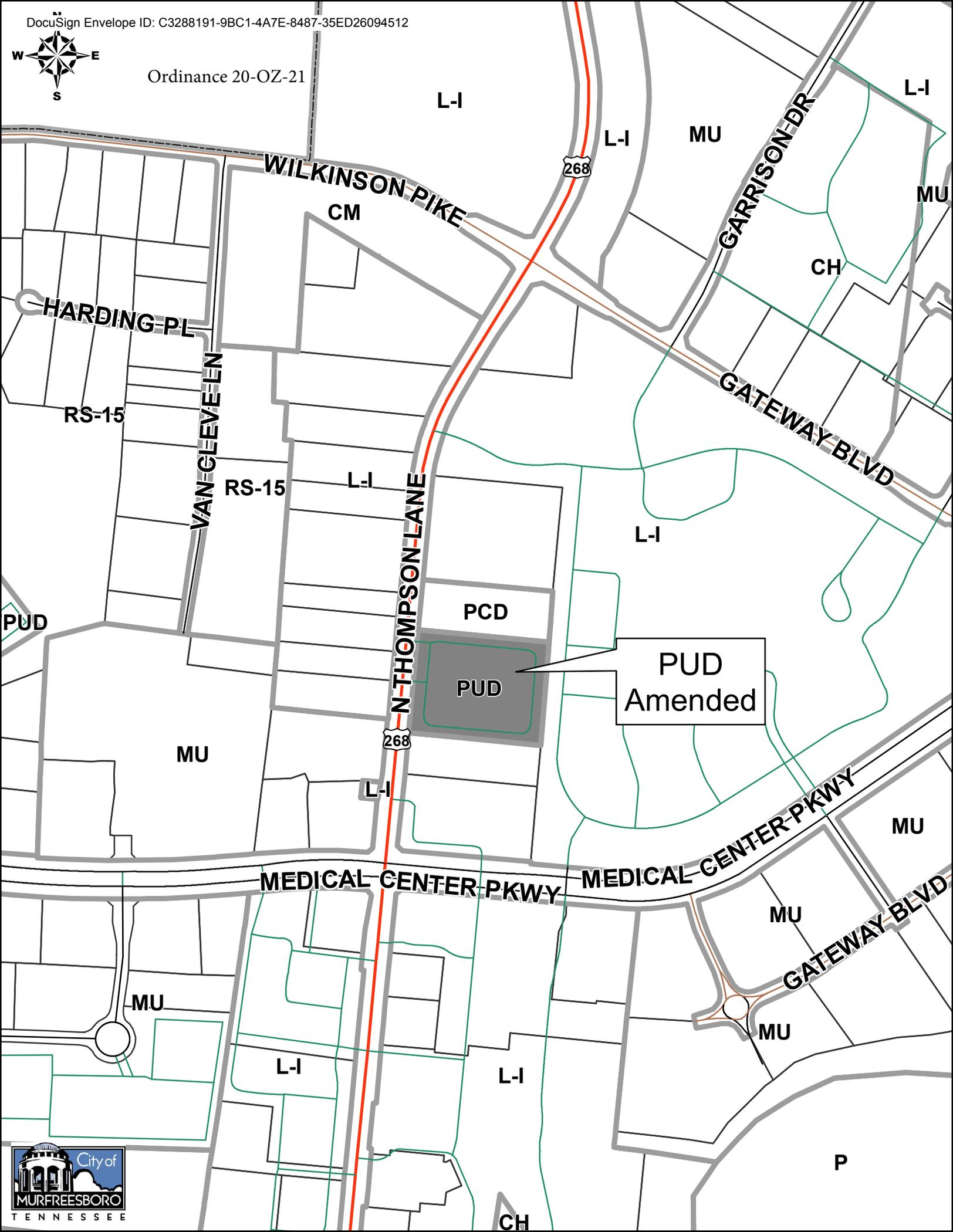
DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



Ordinance 20-OZ-21



PUD Amended



COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Shelton Square Special Sanitary Sewer Assessment District
Second Reading

Department: Water Resources

Presented By: Darren Gore

Requested Council Action:

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

Summary

Establish a Special Sanitary Sewer Assessment District (SSSAD) for properties adjoining and using the Shelton Square S/D sanitary sewer system.

Staff Recommendation

Approve on second reading the Shelton Square Subdivision Special Sanitary Sewer Assessment District at \$500 per single family unit or equivalent.

Background Information

At the Nov/Dec 2017 Board meeting, the Board approved of participating with Bob Parks, the developer of the Shelton Square Subdivision (770 lots), to upsize the sewer forcemain from 6" to 8" to allow for additional development in the area. The participation amount totaled \$249,590. Gravity sewer, a sewer pump station and forcemain was the only option for sewer service in the area, which is west of I-24 and north of I-840. The Shelton property pumps to the northeast, under I-24 and discharges into an 18-inch gravity sewer along Florence Rd.

The Council approved moving forward with an ordinance at their May 7, 2020 Council meeting and approved a public hearing at their June 25, 2020 meeting. A public hearing was conducted on July 23, 2020 and Council passed Ordinance 20-O-22 on first reading.

The attached ordinance and associated exhibit illustrates the properties surrounding Shelton Square that have been identified by Developers and Staff as potential properties for development, which would be required to pay the SSSAD fee.

Council Priorities Served

Responsible budgeting

Creating the SSSAD to recoup the Department's expenditure for the upsizing of the sewer force main.

Expand infrastructure

Upsizing the sewer forcemain will allow future and additional gravity sewer main extensions in the area for potential adjacent developments in addition to the Shelton Square Subdivision.

Fiscal Impact

Based on the participation cost, number of units, and time value of money, the estimated Shelton Square SSSAD would be \$500 per single family unit (sfu). **Financing Assumptions & Sanitary Sewer Special Assessment**

Fee Calculation:

10-yr financing term @ 3.5% interest (w/ one pay period per year)

Assessment based on Estimated Single-Family Unit Count = 638 sfu's

Participation Costs = \$249,590

Finance Costs = \$50,520

Recommended Assessment at \$500 per sfu

The total cost for a sanitary sewer connection and capacity buy-in fee in this proposed SSSAD would therefore be:

Shelton Square Special Sewer Assessment = \$500 per sfu

Overall Creek Special Sewer Assessment = \$1,000 per sfu

Sanitary Sewer Capacity Buy-in Fee = \$2,550 per sfu

Total SFU cost = \$4,050

Attachments

1. Ordinance 20-O-22 Shelton Square Special Sanitary Sewer Assessment District

ORDINANCE 20-O-22 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-215, establishing a sanitary sewer special assessment district to be known as the Shelton Square Sanitary Sewer Special Assessment District.

WHEREAS, the City of Murfreesboro proposes to expend approximately Two Hundred Forty-Nine Thousand, Five Hundred Ninety and NO/100 Dollars (\$249,590.00) for participating in the upsize of a sewerage system serving the properties surrounding Shelton Square Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from same; and,

WHEREAS, the City has estimated the capacity of the proposed sewer to be Six Hundred thirty-eight (single family units); and,

WHEREAS, the City has determined a fair rate of recoupment is Five Hundred and NO/100 Dollars (\$500.00) per single family unit or its equivalent as defined in City Code §33-50(A)(2), in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, the Water and Sewer Board of the City of Murfreesboro has recommended the creation of the Shelton Square Sanitary Sewer Special Assessment District; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of any special assessment improvement district and the City Council conducted a Public Hearing on July 23, 2020.

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

SECTION 1. Murfreesboro City Code, Chapter 33 is hereby amended by adding Section 33-215 as follows:

“SECTION 33-215 SHELTON SQUARE SANITARY SEWER SPECIAL ASSESSMENT DISTRICT

- (A) The City hereby creates a sanitary sewer special assessment district called the “Shelton Square Sanitary Sewer Special Assessment District” in order to recoup funds expended for construction and installation costs of the Shelton Square sewage additions, providing sanitary sewer service to the properties shown on Map No. 33-215, copies of which are on file with the City Recorder and Director of the Murfreesboro Water Resources Department.

In addition to the properties shown on Map No. 33-215, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the Shelton Square Sanitary Sewer Special Assessment District shall pay Five Hundred and NO/100 Dollars (\$500.00) per single family unit or its equivalent as defined in City Code §33-50(A)(2), until the actual costs, including funding costs, are paid in full. .

EXCLUSION: Any customer of Murfreesboro Water and Sewer Department shall be excluded from the Shelton Square Sanitary Sewer Special Assessment District if it is determined by the Director of the Murfreesboro Water Resources Department, or a designee, that the sewage from the property served does not discharge into the Shelton Square sewerage system.

- (B) Each applicant for sanitary sewer service in the Shelton Square Sanitary Sewer Special Assessment District shall tender and pay to the City, prior to connection for such service: the sewer connection and tapping fee described in Code §33-50(A)(1) as amended; the outside house service charge described in Code §33-50(C); the additional special sewer area charge of Five Hundred and NO/100 Dollars (\$500.00) per single family unit or its equivalent (as defined in Code §33-50(A)(2), in addition to all other applicable sewer connection or sewer service fees. For the purposes of calculating this assessment, all land within a lot's property lines is included. Notwithstanding the foregoing, the City may impose additional charges associated with construction of sewer laterals to connect property to the sewer trunk line.
- (C) Additional charges for other uses fixed and established from time to time by the City Council, upon recommendation of the Water Resources Board, shall also be paid and collected before connection for sewer service.
- (D) Persons owning and/or occupying property which is accessible to the Shelton Square Sanitary Sewer Special Assessment District as defined in Code §18-28 shall be exempt from monthly sewer service charges until such time physical connection is made to a sanitary sewer or the Shelton Square Sanitary Sewer Special Assessment District ends as provided in (A) above.

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker _____
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Adam Tucker

SEAL

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: The Journey Home CDBG Property Acquisition of 433 S. Kings Highway

Department: Community Development

Presented by: Helen Glynn, Assistant Director Community Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Community Development Block Grant (CDBG) assistance to The Journey Home for the acquisition of rental property for low- and moderate-income rental program.

Staff Recommendation

Approve CDBG assistance to The Journey Home and authorize the Mayor to execute a Subrecipient Agreement in a form acceptable the City Attorney.

Background Information

HUD through its CDBG program identifies affordable housing for low- and moderate-income residents as a national objective and provides for property acquisition assistance with CDBG funds for long-term rental properties. The City has partnered with agencies to provide affordable housing through this program and The Journey Home has requested assistance with the purchase at 433 South Kings Highway. City Building and Codes staff will inspect the property and the City Legal Department will assist with due diligence prior to the acquisition of the property.

The City and The Journey Home will enter into a Subrecipient Agreement that details the requirements of the program which includes a minimum of 10-year rental program and tenants that qualify with a household income of less than 50% of the area median income. In addition, the City will maintain a lien on the property for the term of the program. At the end of the program, The Journey Home will receive full title to the property. The Journey Home requests \$100,000 and will provide a minimum 25% match in purchase and improvements. This project is consistent with the Community Development Action Plan.

Council Priorities Served

Improve economic development

The purchase and upgrade of residential properties improves the property values in the community.

Maintain public safety

Safe and affordable housing assures low- and moderate-income avoid substandard housing conditions.

Operational Issues

City Building and Codes staff will inspect the property and the City Legal Department will assist with due diligence prior to the acquisition of the property.

Fiscal Impact

The Journey Home has requested \$100,000 CDBG grant for property acquisition and will provide a minimum 25% match.

Attachments

GIS Map, Photos, and Property Information for 422 South Kings Highway



433 S Kings Hwy

419

423

414

602 Apt# B8

602 Apt# B7

602 Apt# B6

602 Apt# B5

425

429

422

426

430

420

424

403

437

432

439

436

428

432

441

445

614

618

[Go Back to Search Page](#)[Add Property to Your Notifications Account](#)

Results GIS Maps Pictures Street View

Account #:	R0064456	Jan 1st Owner Name:	
Owner Name:	JERNIGAN DONALD ETAL	Jan 1st Owner Name 2:	
Owner Name 2:	BLAIR TAMARA JERNIGAN	Jan 1st Owner Address:	
Owner Address:	3448 HOOVERS GAP RD	Jan 1st Owner Address 2:	
Owner Address 2:		Jan 1st City, State, Zip:	NODATA
City, State, Zip:	CHRISTIANA, TN 37037		
Property Address:	433 KINGS HWY		
Jurisdiction:	515 - Murfreesboro		
Parcel #:	102C-D-029.00-000		
Subdivision:	BRAGG & CANTRELL RESUB LOTS 9 & 20 - BRAGG & CANTRELL		
Lot #:	9		
Map Book:	DB 103-332		
Dimensions:	LOT 9 BRAGG AND CANTRELL DB 67 PG 269 52.6 X 135		
Land Flag:	NODATA		
Units/Acres/Sites:	1.00000		
Class:	00 - Residential		
Land Mkt Value:	\$25,000		
Improvement Value:	\$108,600		
Yard Item Value:	\$1,700		
Total Market Appraisal:	\$135,300		
Assessment %:	%		
Assessment:	\$33,825		
Greenbelt Value:	NODATA		

[Pay your County Taxes Online](#)[See your estimated County tax bill](#)**Building Information**

BuildingSequence	EXTWALL	INTWALL	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLOORCOVER	QUALITY
1	Frame Masonry Veneer	Paneling	Hip/Gable	Composition Shingle	1941	Allowance	Fair Plus
2	Frame Vinyl	Drywall	Hip/Gable	Composition Shingle	1938	Allowance	Fair Plus

BuildingSequence	Plumbing Fixtures	SQFT
1	3	1155.00
2	3	480.00

Sale Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
1/18/1996	36000.00	565	490		JERNIGAN DONALD LEE ETUX PEGGY

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
3/30/2015		1364	3525	JERNIGAN PEGGY J ETAL	
2/15/2013	0.00	1195	3446	JERNIGAN PEGGY J ETAL TAMARA BLAIR ETAL THOMAS J JERNIGAN	JERNIGAN PEGGY J ETAL TAMARA JERNIGAN BLAIR
12/23/2009	0.00	967	3934	JERNIGAN DONALD LEE ETUX PEGGY	JERNIGAN PEGGY J ETAL TAMARA BLAIR

					ETAL THOMAS J JERNIGAN
8/29/1991	0.00	470	141		JERNIGAN J D ETUX OPAL MYRTLE
1/29/1991	0.00	459	282		JERNIGAN J D ETUX OPAL MYRTLE
12					



433 S Kings Highway

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Greenhouse Ministries CDBG Property Acquisition of 222 S. Bilbro Ave.

Department: Community Development

Presented by: Helen Glynn, Assistant Director Community Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Community Development Block Grant (CDBG) assistance to Greenhouse Ministries for the acquisition of rental property for low- and moderate-income rental program.

Staff Recommendation

Approve CDBG assistance to Greenhouse Ministries and authorize the Mayor to execute a Subrecipient Agreement in a form acceptable the City Attorney.

Background Information

HUD through its CDBG program identifies affordable housing for low- and moderate-income residents as a national objective and provides for property acquisition assistance with CDBG funds for long-term rental properties. The City has partnered with agencies to provide affordable housing through this program and Greenhouse Ministries has requested assistance with the purchase at 222 South Bilbro Avenue. City Building and Codes staff will inspect the property and the City Legal Department will assist with due diligence prior to the acquisition of the property.

The City and Greenhouse Ministries will enter into a Subrecipient Agreement that details the requirements of the program which includes a minimum of 10-year rental program and tenants that qualify with a household income of less than 50% of the area median income. In addition, the City will maintain a lien on the property for the term of the program. At the end of the program, Greenhouse Ministries will receive full title to the property. Greenhouse requests \$120,000 and will provide a minimum 25% match in purchase and improvements. This project is consistent with the Community Development Action Plan.

Council Priorities Served

Improve economic development

The purchase and upgrade of residential properties improves the property values in the community.

Maintain public safety

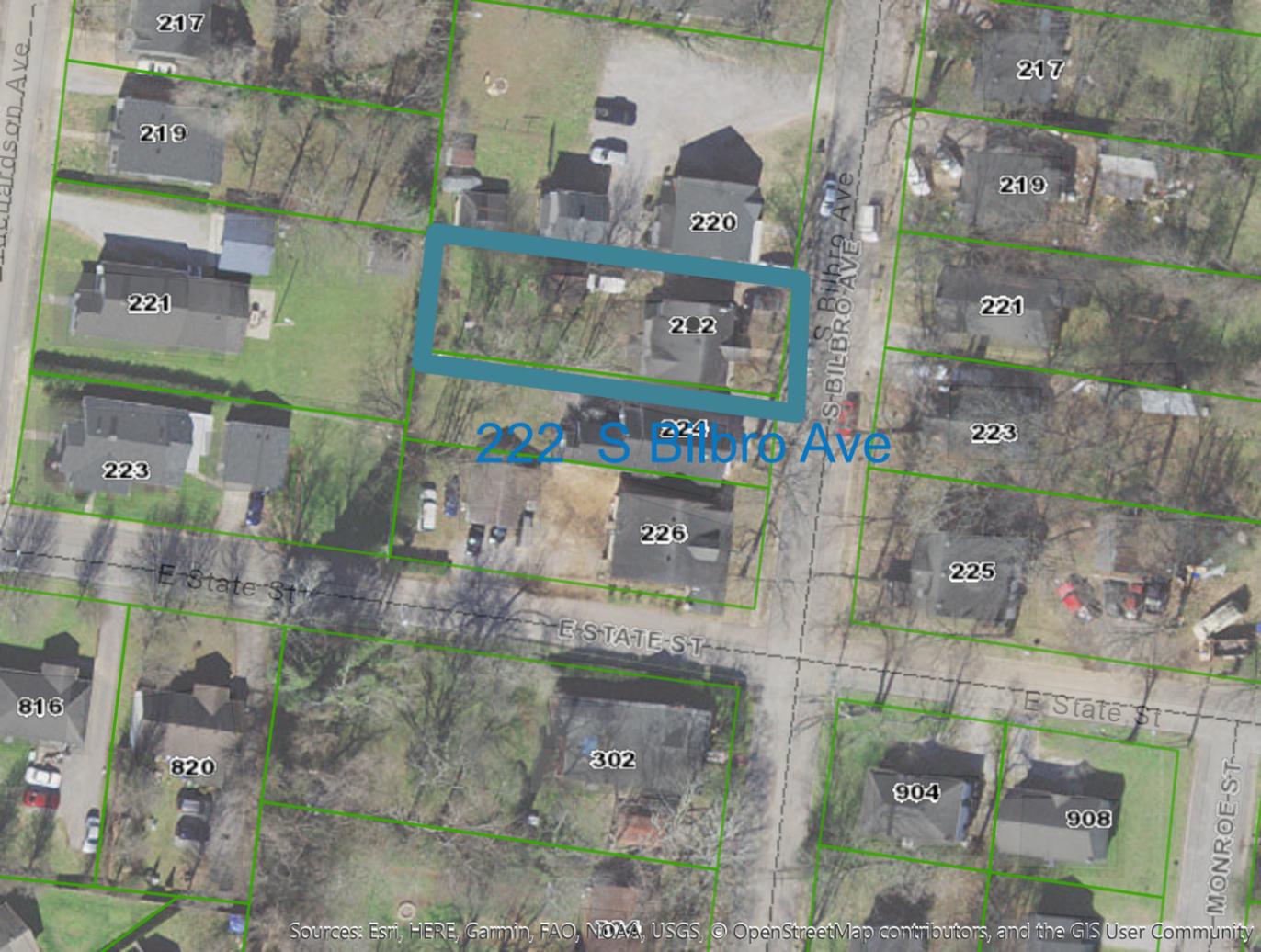
Safe and affordable housing assures low- and moderate-income avoid substandard housing conditions.

Fiscal Impact

Greenhouse Ministries has requested \$120,000 CDBG grant for property acquisition and will provide a minimum 25% match.

Attachments

GIS Map, Photos, and Property Information for 222 South Bilbro Avenue



222 S Bilbro Ave

[Go Back to Search Page](#)[Add Property to Your Notifications Account](#)

Results GIS Maps Pictures Street View

Account #:	R0053660	Jan 1st Owner Name:	
Owner Name:	FLY FRANK M	Jan 1st Owner Name 2:	
Owner Name 2:		Jan 1st Owner Address:	
Owner Address:	3600 MANCHESTER PK	Jan 1st Owner Address 2:	
Owner Address 2:		Jan 1st City, State, Zip:	NODATA
City, State, Zip:	MURFREESBORO, TN 37130		
Property Address:	222 S BILBRO AVE		
Jurisdiction:	515 - Murfreesboro		
Parcel #:	090P-L-014.00-000		
Subdivision:	BILBRO ADDITION ANNEX - BILBRO ADDITION ANNEX		
Lot #:	PT 23		
Map Book:	68-279		
Dimensions:	PART OF 23 BILBRO ADDITION ANNEX PB 68 PG 279 44 X 160		
Land Flag:	NODATA		
Units/Acres/Sites:	1.00000		
Class:	00 - Residential		
Land Mkt Value:	\$28,000		
Improvement Value:	\$63,300		
Yard Item Value:	\$6,600		
Total Market Appraisal:	\$97,900		
Assessment %:	%		
Assessment:	\$24,475		
Greenbelt Value:	NODATA		

[Pay your County Taxes Online](#)[See your estimated County tax bill](#)**Building Information**

BuildingSequence	EXTWALL	INTWALL	ROOFSTRUCT	ROOFCOVER	YearBuilt	FLOORCOVER	QUALITY
1	Frame Vinyl	Drywall	Hip/Gable	Composition Shingle	1937	Parquet	Average

BuildingSequence	Plumbing Fixtures	SQFT
1	3	890.00

Sale Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
7/17/1992	68000.00	485	526		FLY FRANK M

Non-Sale Document Information

SaleDate	SalePrice	Book	Page	GrantorName	GranteeName
7/2/1980	0.00	293	59		BENNETT E F





222 S. Bilbro Avenue

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Approval Expansion of Scope of Services

Department: Fire Rescue

Presented by: Mark A. Foulks

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

Expansion of services under agreement with TargetSolutions Learning, LLC (TargetSolutions).

Staff Recommendation

Approve expansion of services provided by TargetSolutions.

Background Information

MFRD uses systems from TargetSolutions for a training management system and inventory management for medical supplies and equipment. The Department desires to expand the services provided under the current agreement to include the management of reserve apparatuses at three locations.

Council Priorities Served

Maintain public safety

The use of this software helps maintain operational readiness and efficiency of operations.

Fiscal Impacts

Funding for the TargetSolutions software, \$25,737, are budgeted for FY21.

Attachment

1. Quotes
2. Agreements with TargetSolutions



Renewal Notice

Date 06-02-2020

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Murfreesboro Fire Department (TN)	Brittany Adams	Annual	08-01-2020

Quantity	Product	Description	Unit Price	Total
3	TargetSolutions Premier Membership Platform		\$80.77	\$242.31
1	Maintenance Fee		\$395.00	\$395.00
230	TargetSolutions Premier Membership Platform		\$80.77	\$18,577.10

Grand Total: \$19,214.41

As a convenience to our customers, we are changing our billing policy effective December 1st, 2019 to send out bills 30 days in advance of your renewal.

This does not change the billing due date or the payment terms of your agreement.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.



Quote ID
Q-64692

Valid Until
Sunday, August 16, 2020

Contact Name
Michael Notarstefano

TargetSolutions Learning, LLC Agreement/Schedule A

Date: Friday, July 17, 2020

Client Information

Client Name: Murfreesboro Fire Department (TN)	
Address: 220 NW Broad Street Murfreesboro, TN 37130	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 10/31/2020	Initial Term: 12 months
--------------------------------------	-----------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Billing Invoices			
Billing Address: 220 NW Broad Street Murfreesboro, Tennessee 37130		Billing Phone: na	
Billing Email: accountspayable@murfreesborotn.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product	Description	Qty	Price	Sub Total
TargetSolutions Check It NPP Fire Vehicle Discount	Discount via FireRescue GPO	24	(\$15.00)	(\$360.00)
TargetSolutions Check It - Fire/EMS Vehicles	Technology for managing routine truck, equipment, and inventory inspections	24	\$152.73	\$3,665.52
TargetSolutions Check It NPP Fire Station Discount	Discount via FireRescue GPO	13	(\$25.00)	(\$325.00)
TargetSolutions Check It Fire Stations	TargetSolutions Check It Fire Stations	13	\$255.23	\$3,317.99
TargetSolutions Check It NPP Fire Station Discount	Discount via FireRescue GPO	1	\$224.00	\$224.00

Grand Total: \$6,522.51

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.



Schedule A

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in the Agreement; 2) agreeing you have read and accept the Client Agreement and License Terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<https://www.targetsolutions.com/clients/client-resources/>

Date: 09-18-2019

Pricing Valid for 30 days.

Client Information

Client Name: Murfreesboro Fire Department (TN)	
Address: 220 NW Broad Street Murfreesboro, Tennessee 37130	
Primary Contact Name: Nicole Miller	Primary Contact Phone: 615-893-1422 x7008

Terms

Effective Date: 08-01-2019	Initial Term (months): 12
--------------------------------------	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Nicole Miller			
Billing Address: 220 NW Broad Street Murfreesboro, Tennessee 37130		Billing Phone: 615-893-1422 x7008	
Billing Email: nmiller@murfreesborotn.gov	PO#: 20001649-00	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

Product	Description	Quantity	Unit Price	Total
TargetSolutions Maintenance Fee		1	\$395.00	\$395.00
TargetSolutions Premier Membership Platform		230	\$78.80	\$18,124.00
Total:				\$18,519.00

Grand Total (including Implementation & Training): \$18,519.00

Please note that this is not an invoice and taxes are excluded. An invoice will be sent within fourteen (14) business days of your Contract Start Date.



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to

suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. If Client chooses to participate by uploading its information to the Community Resources website Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes,

lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be

of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the

responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

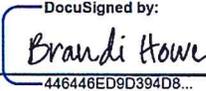
4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Murfreesboro Fire Department (TN)

220 NW Broad Street

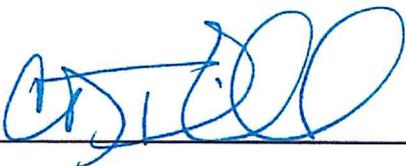
Murfreesboro, TN 37130

By:  _____
446446ED9D394D8...

Printed Name: Brandi Howe

Title: Director of Account Management

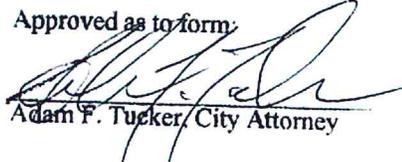
Date: 10/10/2019

By:  _____

Printed Name: ~~Nicole Miller~~ Craig Tindall

Title: ~~Training Coordinator~~ City Manager

Date: 10.9.19

Approved as to form:

Adam F. Tucker, City Attorney

FW: Murfreesboro Fire Rescue Department - Target Solutions Check It

Nicole Miller

Tue 9/24/2019 4:26 PM

To: Roger Toombs <rtoombs@murfreesborotn.gov>; Jeff Wright <jwright@murfreesborotn.gov>

Thanks,
Nicole Miller,
Training Coordinator
Murfreesboro Fire Rescue Department
220 NW Broad Street
Murfreesboro, TN 37130
Office: (615)893-1422 Ext. 7008
Cell: (615) 971-7775
nmiller@murfreesborotn.gov

PRIVILEGED AND CONFIDENTIAL: The information contained in this electronic message and any attachments are confidential property and intended only for the use of the addressee. Any interception, copying, accessing, or disclosure or distribution of this message is prohibited, and sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the sender immediately and purge the message you received.

From: Chris Lawrence <chris.lawrence@targetsolutions.com>
Sent: Tuesday, September 24, 2019 2:41 PM
To: Nicole Miller <nmiller@murfreesborotn.gov>
Cc: Roger Toombs <rtoombs@murfreesborotn.gov>; Jeff Wright <jwright@murfreesborotn.gov>
Subject: RE: Murfreesboro Fire Rescue Department - Target Solutions Check It

Caution: This email originated from outside of the City of Murfreesboro email system. Please use discretion when clicking on attachments and links from unknown senders or suspicious emails.

Hi Nicole,

Check it

I'd be glad to put that together. Based on 18 apparatus and 10 vehicles (and no drug safes), that'd be \$4,652. To issue a contract addendum, I'd just need to know when you'd be looking to start so that I can set a contract start date. Our proposals automatically expire after 30 days, so if this is a long ways off, it doesn't make sense to issue the proposal now. However, if it could happen soon, I'd be glad to issue it . If there's any chance of it happening very soon, I might be able to offer some extra end-of-quarter incentive (that would mean a signature by Monday). Please let me know where things stand and we can discuss further.

Thank you,

Chris Lawrence

Total For Target Solution
& Check it

18,519
4652
<hr/>
23,171.00



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Articles in this section



System Specifications



TargetSolutions Support

Updated 2 days ago

2 days ago · Updated

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System Requirements

In order to run TargetSolutions successfully on your computer, please make sure you are up-to-date with the following system requirements:

Browser: Internet Explorer v9-v11, Mozilla Firefox v30+, Safari, Google Chrome v47+

OS: Windows98+, Mac OS 9+, Mac OS X+

Cookies: Enabled

CSS: Enabled

Minimum Bandwidth: 1 Mbps

System Recommendations

Browser: Mozilla Firefox v27+,



Bandwidth: 1.5 Mbps to stream video

Other: Audio capabilities (speakers and/or headphones)

Whitelisting

support@targetsolutions.com:

You'll also want to make sure that you can receive emails from support@targetsolutions.com. This is necessary in order to validate your email in our system, which is a required step when you first log in. You may need to whitelist targetsolutions as a valid sender in your spam filtering software. To do this, make sure that support@targetsolutions.com is listed as a valid email and targetsolutions and vectorsolutions are listed as valid domains. Below is additional information about our email server that might be required to perform the whitelisting.

Name: 185-90.rs.smtp.com

Address:

74.91.90.185

74.91.90.186

74.91.90.134

Aliases: targetsafety.smtp.com

Note: Do not use the 'Address" (i.e. 74.91.90.185) as the source name for white listing. You will need to use the symbolic (FQDN) of targetsafety.smtp.com.

TargetSolutions Contacts:

To ensure you receive important correspondence from your Account Managers and Support Staff it is highly recommended you add targetsolutions.com to the accepted senders domain. It may be necessary to add the primary mail gateway servers:

Name:

Office.targetsolutions.com

Targetsolutions.com.outbound10.mxlogic.net



Address:

69.43.205.76

208.65.145.95

Note: Do not use the 'Address" (i.e. 208.65.145.95) as the source name for white listing. You will need to use the symbolic (FQDN) of Targetsolutions.com.outbound10.mxlogic.net

TargetSolutions Check It™

To ensure that you're not blocking traffic from TargetSolutions Check It™, please make sure the following address is whitelisted:

checkitapp.targetsolutions.com

If you're in Canada, please make sure the following addresses are whitelisted:

checkitapp.targetsolutions.com

can.app.targetsolutions.com

Using TargetSolutions in a Restricted Environment

To use TargetSolutions with restricted internet access, you must allow access to these domains with the indicated ports:

Resource Access					
Item	FQDN	Outbound Ports			Provider
1	app.targetsolutions.com	80	443	1935	TargetSolutions
2	media.targetsafety.com	80	443		Amazon EC2
3	media.targetsolutions.com	80	443		TargetSolutions
4	www.targetsolutions.com	80	443		TargetSolutions
5	help.targetsolutions.com	80	443		Zendesk, Inc.
6	s3.amazonaws.com	80	443		Amazon S3
7	cdn.targetsafety.com	80	443		Amazon Cloudfront



Integration Information

The most up to date information regarding Web Service Application Programming Interface (API) for clients to use in order to access course and activity completion data from outside the TargetSolutions system can be found at the following location:

<http://help.targetolutions.com/entries/33374188-Training-Records-Web-Service>

Was this article helpful?

Yes No

39 out of 59 found this helpful

Have more questions? [Submit a request](#)

[Return to top](#) ↑

Related articles

[Training Records API](#)

[Technical Information Guide to TargetSolutions](#)

[Request a New Feature](#)

[Major Enhancements to TargetSolutions Check It™](#)

[How do I transfer a Users records from other organizations?](#)

Comments

0 comments

Article is closed for comments.



TargetSolutions Support



PLATFORM SOLUTIONS

LEARNING MANAGEMENT

	Organization & User Profiles	Easily manage and update your employees' levels of access to the platform.
	Assignment Scheduler	Efficiently schedule out online training courses and department-specific activities, including daily drills, SOPs, inspections and more.
	Notifications	Set up e-mail alerts specific for each employee that informs site administrators and employees when a deadline is approaching. The platform also features a prominently displayed notification system that warns users when an assignment needs attention.
	Reports	Generate, analyze, save and print critical statistics covering the status of assignments, credentials and more on the platform's robust data dashboard.
	Custom Logo	Create your department's look and feel throughout the platform by uploading a high-resolution logo or image.
	Community Resources	Exclusive access to training videos, policies, inspection forms and more from other departments across the country. Shared material can be downloaded and delivered to your employees within the platform.
	File Center	Store departmental resources, including policies, SOPs, training videos and more in a password-protected and centralized online location.
	Calendar	Using the fire industry's standard color-coding system, administrators can manage shift schedules. Users can access pending assignment data and important notifications with this application.
	Bulletin Board	Communicate information, including departmental announcements and company news, for your entire organization to view.
	Forums	Foster discussion, solicit feedback and allow staff members to trade ideas in a password-protected online location.
	Events & Rosters	Schedule and deliver company events. This tool gives administrators the ability to manage event registration, monitor and review attendance records and set e-mail reminder alerts.
	Custom Content Delivery & Tests	Deliver department-specific content that can include training videos, PowerPoint presentations and much more. Require employees to verify they've received content with e-signatures. Easily create and deliver automatically graded tests to gauge comprehension.

RECORDS MANAGEMENT

	Daily Training Log	Utilize all 19 of TargetSolutions' specially created pre-made drills to capture ongoing daily drill-yard activities and training evolutions. Drills can be customized to department specifications.
	Inspections	Assign activities that mandate routine analysis of self-contained breathing apparatus, personal protective gear, fire truck equipment and all other equipment in the fire station.
	Post Incident Evaluation	Create activities for employees to complete pertaining to incidents. Keep historical records of incidents and utilize them for future training opportunities.
	Activities Builder	Track and record data of all types in a single system. Create programs specific to your department's needs with this highly customizable application.

CAREER TRACKING

	License Management	TargetSolutions tracks all necessary licenses and alerts you when expirations are approaching.
	Certification & Qualification Mgmt.	Keep track of your employees' progress as they move up the ladder. Avoid expirations of important licenses and qualifications.
	ISO Tracking	Easily comply with important audits including ISO's annual review. ISO reporting has been termed "seamless" by our clients.
	Skill Sheets & Task Books	Create activities to test skills, test employees and track results electronically. Take those completed activities and create a comprehensive Task Book to test employees and ensure they are up to speed and on the right track.
	ARFF Tracking	Easily track Aircraft Rescue & Fire Fighting training data and hour accumulation, plus deliver the FAA's ARFF Training DVD. You'll have access to 15 activities that have been recommended by the FAA.
	Credentials	TargetSolutions has created a customizable set of tools and reports that help departments stay ahead of important expirations.

ONLINE TRAINING

	HR & Employment Practices	An overview of employment practices encountered in the workplace for individuals tasked with making employment decisions, including sexual harassment, hiring, termination, discrimination, evaluation and documentation.
	OSHA & Compliance	These courses comply with OSHA, DOT and other federal and state regulatory agency training mandates. Completing these required courses online helps eliminate logistical issues inherent with traditional training methods.
	Driving Safety	TargetSolutions' convenient, time-saving driver safety program helps organizations reduce motor vehicle losses. Our courses are designed to change unsafe driving behavior and reinforce helpful safe-driving concepts.
	NFPA / Fire / EVO	TargetSolutions' library features courses based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 series. We also offer approved courses covering wildland fire, emergency response to terrorism, first responder operations level refreshers and emergency vehicle operators.
	EMS Recertification	First responders and EMTs of all levels can complete their continuing education requirements on our platform.



Contract Addendum

By signing the Client Agreement, you are agreeing to the pricing and terms presented below. This addendum utilizes the existing TargetSolutions contract.

Date: 10-10-2019
 Pricing Valid for 30 days.

Client Information

Client Name: Murfreesboro Fire Department

Address:
 220 NW Broad Street
 Murfreesboro, Tennessee 37130

Primary Contact Name: Nicole Miller	Primary Contact Phone: 615-893-1422 x7008
---	---

Terms

Effective Date: 10-31-2019	Initial Term (months): 12
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Nicole Miller

Billing Address: 220 NW Broad Street Murfreesboro, Tennessee 37130	Billing Phone: 615-893-1422 x7008
---	---

Billing Email: nmiller@murfreesborotn.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30
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Annual Subscription Services

Product	Description	Quantity	Unit Price	Total
TargetSolutions Check IT Fire/EMS Vehicles		18	\$149.00	\$2,682.00
TargetSolutions Check It NPP Fire Vehicle Discount	Discount via FireRescue GPO	18	(\$15.00)	(\$270.00)
TargetSolutions Check It Fire Stations		10	\$249.00	\$2,490.00
TargetSolutions Check It NPP Fire Station Discount	Discount via FireRescue GPO	10	(\$25.00)	(\$250.00)
Total:				\$4,652.00
Grand Total (including Implementation & Training):				\$4,652.00

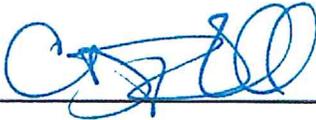
Please note that this is not an invoice and taxes are excluded. An invoice will be sent within fourteen (14) business days of your Contract Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Murfreesboro Fire Department
220 NW Broad Street
Murfreesboro, TN 37130

DocuSigned by:
By: Phil Coons
0D209B8231B448E...

By: 

Printed Name: Phil Coons

Printed Name: ~~Roger Toombs~~ → Craig Tindall

Title: Vice President, Sales

Title:

Date: 10/21/2019

Date: 10.18.19

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: 2020 Edward Byrne Memorial Justice Assistance Grant Application (JAG) Program and MOU with Rutherford County Sheriff's Office

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Memorandum of Understanding between the City and the Rutherford Council Sheriff's Office for submission of the 2020 JAG Program.

Staff Recommendation

Approve the application for the 2020 JAG Program and to enter into a MOU with the RCSO for sharing of grant funds.

Background Information

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of \$56,724 from the 2020 JAG Program. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of \$28,362 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is August 19, 2020 and must be completed online.

Amanda DeRosia has previously been designated as a Financial Point of Contact (Program Contact) for the Edward Byrne Memorial Justice Assistance Grant monies and is an appropriate person to serve as the Local Grant Administrator and to represent the County and City.

Council Priorities Served

Safe and Livable Neighborhoods

Equipment purchased by the JAG will enhance public safety. Specifically, tasers are a critical law enforcement tool that allows the officers to have a non-lethal use of force option when encountering situations in the field.

Fiscal Impacts

Total federal award is \$56,724 with \$31,572 allocated to the City. No matching funds are required.

Attachments:

1. Tennessee Local JAG Allocations
2. MOU between the City and RCSO

2020 TENNESSEE LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	ANDERSON COUNTY	County	*	
TN	OAK RIDGE CITY	Municipal	\$10,262	\$10,262
TN	BRADLEY COUNTY	County	\$12,271	
TN	CLEVELAND CITY	Municipal	\$23,399	\$35,670
TN	DYER COUNTY	County	*	
TN	DYERSBURG CITY	Municipal	\$12,133	\$12,133
TN	HAMBLEN COUNTY	County	*	
TN	MORRISTOWN CITY	Municipal	\$12,999	\$12,999
TN	HAMILTON COUNTY	County	\$16,604	
TN	CHATTANOOGA CITY	Municipal	\$110,691	\$127,295
TN	KNOX COUNTY	County	\$42,071	
TN	KNOXVILLE CITY	Municipal	\$95,998	\$138,069
TN	MADISON COUNTY	County	*	
TN	JACKSON CITY	Municipal	\$38,643	\$38,643
TN	MAURY COUNTY	County	*	
TN	COLUMBIA CITY	Municipal	\$15,383	\$15,383
TN	MONTGOMERY COUNTY	County	*	
TN	CLARKSVILLE CITY	Municipal	\$58,694	\$58,694
TN	RUTHERFORD COUNTY	County	\$14,161	
TN	MURFREESBORO CITY	Municipal	\$42,563	\$56,724
TN	SHELBY COUNTY	County	\$37,462	
TN	MEMPHIS CITY	Municipal	\$745,906	\$783,368
TN	WILSON COUNTY	County	*	
TN	LEBANON CITY	Municipal	\$12,212	\$12,212
TN	BARTLETT CITY	Municipal	\$12,152	
TN	BLOUNT COUNTY	County	\$23,615	
TN	JOHNSON CITY	Municipal	\$15,895	
TN	KINGSPORT CITY	Municipal	\$22,847	
TN	LA VERGNE CITY	Municipal	\$16,407	
TN	MONROE COUNTY	County	\$10,025	
TN	DAVIDSON COUNTY METROPOLITAN	Municipal	\$449,935	

2020 TENNESSEE LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	SEVIER COUNTY	County	\$10,990	
TN	SMYRNA TOWN	Municipal	\$11,916	
TN	SULLIVAN COUNTY	County	\$18,751	
TN	WASHINGTON COUNTY	County	\$10,951	
	Local total		\$1,904,936	

THE STATE OF TENNESSEE

KNOW ALL BY THESE PRESENT

COUNTY OF RUTHERFORD

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE
AND COUNTY OF RUTHERFORD, TENNESSEE**

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2020, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

WHEREAS, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$28,362.00 and Rutherford County receiving \$28,362.00; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to draw from grant and pay COUNTY a total of \$28,362.00 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of \$28,362.00 of JAG funds to spend within grant guidelines.

Section 2.

COUNTY agrees to use \$28,362.00 for the 2020 Law Enforcement Equipment Purchase Program from October 1, 2020 until September 30, 2024.

CITY agrees to use \$28,362.00 for the 2020 Law Enforcement Equipment Purchase Program from October 1, 2020 until September 30, 2024.

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibits A and B hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Should the Department of Justice hold CITY financially liable for any violation of said Assurances or Certifications by COUNTY, COUNTY shall indemnify CITY to the extent of such liability.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

City Mayor

County Mayor

Chief of Police

Sherriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

ATTEST:

City Recorder

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Sewer Allocation Variance-Panda Express

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Per Section 33-80 of the City Code, Panda Express (PE) is petitioning for an additional allowance as required by the sewer allocation ordinance.

Staff Recommendation

Approval of the higher density for the sewer allocation ordinance.

Background Information

There was a zoom pre-application meeting, July 9th, with the Planning Department for the development of a PE at 2122 Memorial Blvd. Prior to this meeting staff had evaluated water meter usage for the existing PE along Thompson Lane and determined the average usage is 1251 gallons per day (gpd) or 4.8 sfu's. The property is currently zoned CH, which per the Ordinance only allows 2.5 sfu's/acre. The property is 1 acre in size, therefore the PE will use more than the Ordinance allows, by approximately 2.3 sfu's.

Staff views the advantages of job creation and sales tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

The Panda Express will create jobs and provide additional property and sales tax revenue.

Fiscal Impact

The Panda Express will pay approximately \$16,000 total to the Department in water and sewer connection fees.

Attachments

Request Letter

CIVIL ENGINEERING SERVICES, PC

P.O. Box 1302, Fairview, TN 37062

Office (615) 533-0401

July 15, 2020

Valerie H. Smith, P.E.
Assistant Director of Engineering
Murfreesboro Water Resource Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Request for a Variance for the Site Development of a Commercial Building located at 2122 Memorial Blvd., containing more than 1 acre in Murfreesboro, Rutherford County, Tennessee.

Valerie:

Thank you for allowing us to submit for a variance for the above-mentioned Commercial Development. We are requesting a variance for the following item:

- Variance request to the Sewer Allocation Ordinance. The ordinance allows for 2.5 single family units (sfu's) per acre which would be 650 gallons per day per acre. It has been estimated that this development would require an additional 2.3 sfu's for the proposed Panda Express.

While we request a variance, we also would like to explain the benefits the city of Murfreesboro will receive with the completion of a new development as mentioned above. In addition to creating jobs and additional tax revenue for the City, we are excited to better serve the residents of Murfreesboro with this new drive-thru location. This would be our second location within the City and comes as a direct result of the support which the community has shown us.

Again, we are very grateful to submit this application for the variance. We hope to continue to move forward with this project and if you have any questions or comments please call us anytime and we will be glad to help in any way.

Sincerely,



Chris Pope
Panda Restaurant Group, Inc.
Design Manager

COUNCIL COMMUNICATION

Meeting Date: 07/30/2020

Item Title: Amendment to Compensation Policy 5003 (Temp-1)

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to the temporary emergency compensation policy to address public safety provision

Staff Recommendation

Approve amendment.

Background Information

On March 19, 2020, Council adopted Policy 5003 (Temp-1), as an emergency compensation policy to address the situation created by the coronavirus pandemic. That policy incorporated the provision of the Federal Emergency Paid Sick Leave Act. Consistent with that Act, public safety employees were exempted from certain provisions of the Policy. Since adoption, it has become apparent that the Policy requires clarification with respect to this exemption.

The proposed amendment clarifies the specific circumstances of compensation in the event of leave taken under the Policy. The amendment is intended to encourage testing for public safety employees, to maintain adequate workforce availability, and to provide compensation when necessary in the current situation.

Council Priorities Served

Responsible budgeting

Providing clear compensation policies is necessary for responsibly administering the compensation process, which is the largest portion of the City's budget.

Maintain public safety

The amendment to the current policy allows the Chiefs to balancing the requirements of addressing the pandemic with the need to maintain public safety.

Fiscal Impact

All effects of the policy are anticipated to be covered in the existing budgeted amounts.

Attachment

Amended Policy 5003 (Temp-1)

EMPLOYEE HANDBOOK

Policy No: 5003 (Temp-1)
Policy: Classification and Compensation – COVID-19 Emergency
Effective Date: 3/19/2020
Expiration Date: 12/31/2020

1. Policy

- 1.1. An emergency situation related to the spread of the COVID-19 virus that has been declared by federal, state or local officials may require that the employment of certain employees be curtailed for a period.
- 1.2. On March 18, 2020, as part of the response to this emergency, the President of the United States signed into law the Families First Coronavirus Response Act, H.R. 6201, 116th Congress (2020) (“Families First Act”). The Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Act are part of the larger Families First Act. These two laws, among other things, require certain specified employers, including local government employers, to provide emergency paid sick leave, as well as emergency paid leave under the Family and Medical Leave Act (FMLA), to certain employees who contract COVID-19 or are otherwise affected by the Coronavirus pandemic as specified in the Act.
- 1.3. This Policy implements the requirements of the Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Act. It also permits the continuation of compensation in other specific circumstances, which may be implemented by the City Manager for the period designated herein.

2. Emergency Family and Medical Leave Expansion Act**2.1 Generally.**

- a. Any employee who experiences a Qualifying Need Related to a Public Health Emergency is entitled to leave in accordance with this section of Policy 5003 (Temp-1) and the Emergency Family and Medical Leave Expansion Act.
- b. This section of Policy 5003 (Temp-1) prevails to the extent the leave and other benefits granted by this section are more generous or expansive than those required by federal law. In all other respects, this section will be applied and interpreted in accordance with the Family Medical Leave Act, as amended by the Emergency Family and Medical Leave Expansion Act.

2.2 Definitions. For purposes of this Section the following definitions apply:

- a. *Qualifying Need Related to a Public Health Emergency.* A “Qualifying Need Related to a Public Health Emergency” (hereinafter “Qualifying Need”) exists when an employee is unable to work (or telework) due to a need for leave to care for the employee’s child under 18 years of age if the school or place of care has been closed, or the child care provider of such child is unavailable, due to a public health emergency.

- b. *Employee.* The term “Employee” includes any person employed by the City as of the date the person requests leave under this Section, regardless of how long the person has been employed by the City.
 - c. *Employee’s Child.* The term an “Employee’s Child” includes an employee’s child by birth or adoption, an employee’s stepchild, and a child for whom the employee acts in loco parentis.
- 2.3 Leave for Initial 10 Days of a Qualifying Need. The first 10 days for which an employee takes leave under this section will be unpaid leave, unless the employee elects to substitute any accrued vacation leave, personal leave, compensatory leave, or medical or sick leave for unpaid leave under section.
- 2.4 Leave for Subsequent Days of a Qualifying Need. Once an employee has taken 10 days of leave for a Qualifying Need, the City will provide paid leave for each additional leave taken by the employee for a Qualifying Need in accordance with the formula set forth in the Emergency Family and Medical Leave Expansion Act. In no case, however, will such paid leave exceed \$200 per day and \$10,000 in the aggregate.
- 2.5 Public Safety Exception. As permitted under the Emergency Family and Medical Leave Act, this section does not apply to any Police Officer or Firefighter, regardless of the employee’s rank within the Police or Fire Rescue departments.

3. **Emergency Paid Sick Leave Act**

- 3.1 Leave. The City will provide an employee paid sick leave to the extent that the employee is unable to work or telework due to a need for leave because of:
- a. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID–19;
 - b. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID–19;
 - c. The employee is experiencing symptoms of COVID–19 and seeking a medical diagnosis;
 - d. The employee is caring for an individual who is subject to an order as described in subparagraph (a) or has been advised as described in subparagraph (b);
 - e. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID–19 precautions; or
 - f. The employee is experiencing any other substantially similar condition specified by the U.S. Secretary of Health and Human Services.
- 3.2 Public Safety Exception. As permitted under the Emergency Paid Sick Leave Act, no Police Officer, Firefighter, or Emergency Dispatcher (“Public Safety Employee(s)”), regardless of the employee’s rank within the Police or Fire Rescue departments, is eligible for paid leave pursuant to paragraph 3.1, provided, however, paid leave will be provided to Public Safety

Employees pursuant to subparagraph (b) or (c) if either: (i) the employee has tested positive for COVID-19; (ii) the employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis; or (iii) the employee is awaiting the results of a COVID-19 test. Public Safety Employees who believe they may have been exposed to COVID-19 should either get tested for COVID-19 as soon as possible or remain quarantined at home for fourteen (14) days from the date of last exposure. Public Safety Employees who elect to get tested will be eligible for paid leave under paragraph 3.1 until they get a negative test result or, if they receive a positive test result, remain quarantined at home for fourteen (14) days from the date of last exposure. Public Safety Employees, however, who are not experiencing symptoms of COVID-19 and, despite probable exposure, elect not to get tested and to remain quarantined at home will only be eligible for five (5) days of paid leave under paragraph 3.1; such employees will be required to use personal sick leave, compensatory time, or vacation during the remainder of their quarantine.

3.3 Duration.

- a. Full-time employees are eligible for up to 80 hours of paid sick leave under Section 3.1.
- b. Part-time employees are eligible for a number of hours equal to the number of hours that such employee works, on average, over a 2-week period.
- c. The City may not require an employee to use other paid leave provided to the employee before the employee uses the paid sick time under this Section.
- d. After the expiration of the paid sick leave afforded by this policy, an employee may utilize other leave provided by the City in accordance with existing City policy.

3.4 Calculation. The monetary value of an employee's paid sick leave will be calculated in accordance with Section 5110(5) of the Family First Coronavirus Response Act. As provided by that law, in no event will the sick leave paid under this Section exceed:

- a. \$511 per day and \$5,110 in the aggregate for a use described in sections 3.1.a, 3.1.b, or 3.1.c.; and
- b. \$200 per day and \$2,000 in the aggregate for a use described in sections 3.1.d, 3.1.e, or 3.1.f.

3.5 Interpretation. This section will be applied and interpreted in all respects in accordance with the Emergency Paid Sick Leave Act.

4. Closure of City Facilities to the Public

- 4.1 In the event of the closure of a City facility to the public, the Department Director with authority over that facility will ensure that staffing remains sufficient at the facility to continue critical functions and protect the facility. Critical staff remaining at the facility will be paid as in the normal course of business.
- 4.2 Department Directors will identify and take reasonable measures to assign alternative, on-site work to non-critical staff and work with other Department Directors to identify assignments for which non-critical staff may be qualified to perform.

- 4.3 Full-time employees whose job responsibilities do not relate to the publicly closed facility's critical functions and cannot be reassigned to other productive duties within the City will be placed on administrative leave with pay for up to 20 business days, after which time employees will be required to use benefit hours (vacation, compensatory, or sick time).
- 4.4 Part-time employees whose job responsibilities do not relate to the publicly closed facility's critical functions and cannot be reassigned to other productive duties within the City will be paid for their originally scheduled work hours up to a maximum of 100 hours.
- 4.5 Employees on administrative leave may be required to report for a portion of the day by their Department Director as required by operational necessity. Additionally, Employees may be assigned to work on community assistance, which may include working with City's Strategic Partners or other community-based non-profits. Any employee declining a temporary assignment will be required to use benefit hours, if available, during their time away from work or, if benefits hours are unavailable, will be placed on administrative leave without pay, and may be subject to discipline.
- 4.6 Employees on administrative leave must remain within a 60-minute drive to work on any day they would normally be expected to be at work. Employees whose residence is further than a 60-minute drive to the workplace may be provided an exception up to an additional 30 minutes by their Department Director.

5. Time off due to Pre-Existing Condition in the Public Health Emergency

Requests of employees for time off because of a disability as defined by the Americans with Disabilities Act ("ADA") will be handled in accordance with that Act.

6. Time off for Other Reasons

Employees away from work due to any other reason, including vacation time, workers' Compensation, ADA, or employees running out benefits for retirement purposes are not affected by this policy and their compensation will continue to be applied based on current policy. Similarly, employees who are on leave pursuant to the Family and Medical Leave Act for reasons not related to the COVID-19 pandemic are not affected by this policy and their compensation will continue to be applied based on current policy, unless the individual becomes eligible for leave (paid or unpaid) under the Emergency Family and Medical Leave Expansion Act and/or the Emergency Paid Sick Leave Act.

7. Non-Retaliation

Neither the City nor any City official or employee may discharge, discipline, or in any other manner discriminate against any employee who takes leave pursuant to this Policy or who files a complaint or instituted or caused to be instituted any proceeding alleging a violation of this policy, or has testified or is about to testify in any such proceeding.