

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**September 24, 2020**

**PRAYER**

Mayor McFarland

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. Cooperative Agreement Between City and Mid-Cumberland Human Resources Agency (Community Services)
2. Edward Byrne Memorial Justice Assistance Grant Award (Finance)
3. GovDeals' Financial Settlement Services (Finance)
4. Contract for Emergency Medical Services Medical Director (Fire Rescue)
5. Contract Extension with the York Veterans Administration (Fire Rescue)
6. Extend Agreements for Healthcare Ancillary Products (Human Resources)
7. Issuance of Competitive Seal Proposals for Flexible Spending Account (Human Resources)
8. Network Cyber Security Service (Information Technology)
9. Contract Extension - Axon Enterprise, Inc. (Police)
10. Banner Request to Hang Across East Main Street (Street)
  - a. Parks Department from August 20 -30, 2021 to promote the 75th Annual City Tennis Tournament at the Adams Tennis Complex.
  - b. Exchange Club of Murfreesboro from May 22 - 31, 2021 to promote The Healing Field – Flags of Remembrance
11. Amendment to Contract with TDOT for FY20 Preventive Maintenance Expenses (Transportation)

**New Business**

Land Use Matters

12. Ordinance 20-O-28 Amending the Sign Ordinance (Building Codes)
  - a. Public Hearing: Amending Sign Ordinance
  - b. First Reading: Ordinance 20-O-28
13. Ordinance 20-OZ-01 Zoning of approximately 78 acres for property located along Northwest Broad Street (Planning)
  - a. First Reading: Ordinance 20-OZ-01
14. Mandatory Referral for Right-of-Way Abandonment Along Esther Lane (Planning)
15. Mandatory Referral for Abandonment of Sanitary Sewer Easement along East Vine Street (Planning)
16. Planning Commission Recommendations to Schedule Public Hearings (Planning)

On Motion

17. Grant for Jordan Farm Soccer Facility Amenities (Parks & Recreation)

**Licensing**

**Board & Commission Appointments**

**Payment of Statements**

**Other Business**

**Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Cooperative Agreement Between City and Mid-Cumberland Human Resources Agency

**Department:** Community Services

**Presented by:** Angela Jackson, Executive Director

**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**

Cooperative Agreement Between City and Mid-Cumberland Human Resources Agency for Meals on Wheels

**Staff Recommendation**

Approve Cooperative Agreement Between City and Mid-Cumberland

**Background Information**

Mid-Cumberland Resources Agency (MCRA) has used St. Clair Street Senior Center's kitchen, dining area, office and storage space for many years for their Elderly Nutrition Program, also known as Meals on Wheels. An agreement is proposed between the City and MCRA for the continued operation for a three-year term, October 1, 2020 – September 30, 2023.

MCRA is a valued Strategic Operating Partner with the Parks and Recreation Department, providing hot meals to the patrons at St. Clair Street Senior Center and delivering meals to seniors with food insecurities. In 2019 in Rutherford County, 55,884 meals were served, and 7,646 volunteer hours were logged. Volunteers offer vulnerable homebound seniors increased opportunities for socialization and a very important check on their well-being. Meals-On-Wheels enables 92% of the recipients to continue living at home.

**Council Priorities Served**

*Responsible budgeting*

Strategic partnerships identify and support value-added services that directly impact and enhance the City's mission.

**Fiscal Impact**

This agreement will allow for a continuation of an in-kind contribution by the City to the MCRA for use of space.

**Attachment:**

Co-op Agreement Between City and MCRA

**COOPERATIVE AGREEMENT  
BETWEEN  
THE CITY OF MURFREESBORO  
ON BEHALF OF THE ST. CLAIR STREET SENIOR CENTER  
AND  
THE MID-CUMBERLAND HUMAN RESOURCES AGENCY  
ELDERLY NUTRITION PROGRAM**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Murfreesboro, Tennessee, a municipal corporation of the State of Tennessee, hereafter referred to as “City”, on behalf of the St. Clair Street Senior Center, hereinafter referred to as “Center”, and the Mid-Cumberland Human Resources Agency Elderly Nutrition Program, a corporation of the State of Tennessee, hereafter referred to as “MCHRA”.

In consideration of the mutual promise and agreements contained herein, the City and MCHRA, agree as follows:

**1. PURPOSE.**

- a. The City agrees to provide the kitchen and dining area located at the St. Clair Street Senior Center, 325 St. Clair Street, Murfreesboro, Tennessee 37130, for use by the MCHRA Elderly Nutrition Program Mondays through Fridays, with the exception of facility closure due to holidays, inclement weather, or special circumstances. Use will be for time sufficient to serve meals and clean up afterwards with hours mutually agreed upon by the Center Superintendent and Nutrition Program staff.
- b. The City further agrees to provide office and storage space to be determined by the City to help facilitate operation of the programming.

- 2. TERM.** The term of this Use Agreement shall be for three (3) years, beginning on \_\_\_\_ and continuing until \_\_\_\_\_. The MCHRA shall have the right to use the Property during the term of the Use Agreement but only as specified in the agreement and at the times mutually agreed upon by the Center Superintendent and Nutrition Program staff. The City reserves the right to schedule other activities or cancel the use of the above-mentioned facility and agrees to give proper notice to the MCHRA (exceptions include but are not limited to acts of God, problems related to the functionality of the facility, etc.). MCHRA may not schedule any activity for the Property for a date or time other than what is specified in this agreement except, as specifically approved by the Center Superintendent.

**3. CITY’S OBLIGATION**

- a. The City agrees to retain responsibility for the maintenance of the building, insect extermination, weekly floor buffing, mopping of the activity areas, halls, offices and bathrooms.
- b. The City further agrees to assume responsibility for Fire and Life Safety Code compliance and liability insurance for the structure. There will be no modification to the facility without prior approval from the Senior Center Superintendent.

**4. MCHRA’S OBLIGATIONS**

- a. MCHRA agrees to provide a paid Site Manager and support staff as needed for its activities. The Site Manager will be responsible for operation and supervision of all

Nutrition Program activities. The Site Manager will also be responsible for cleaning of the kitchen and dining areas after the daily meal services.

- b. MCHRA further agrees to provide all its own cleaning supplies and will pay for any damages to the facility that is attributed exclusively to Nutrition Program activities. Deep cleaning the tile floor and grout in the kitchen and serving areas is the responsibility for the Nutrition Program and shall be done a minimum of twice annually. If the cleaning of the kitchen and serving area does not meet reasonable City standards, MCHRA will absorb the cost to engage commercial cleaning services.
- c. MCHRA agrees to help the Senior Center defray the cost of utilities and office space based upon the number of meals served through the Elderly Nutrition Program from the St. Clair Street Senior Center meal site. The amount will be determined by MCHRA in agreement with the Center Superintendent and will be paid by September the following year.
- d. The MCHRA will immediately advise the Department's representative of any defective or unsafe condition on the Property
- e. The MCHRA will provide the City access to any and all records of MCHRA relative to this agreement, and will respond to the City's requests for information, as necessary for City to verify and/or determine MCHRA's compliance with the terms of this Agreement
- f. MCHRA covenants that it will not discriminate against any person for any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services will comply with the Americans with Disability Act.
- g. MCHRA will maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City of Murfreesboro as an additional insured. A certificate of insurance and endorsement to this effect shall be presented to the Department upon request.
- h. The MCHRA accepts the Property as suitable for the purpose of this Agreement. MCHRA will protect and maintain the Property except for maintenance to be performed by City as described herein. MCHRA will pay City for any damage to Property during the term of the Use Agreement.
- i. Any other specific issues that arise will be negotiated by the Nutrition Program Director and Senior Center Director.
- j. A meeting shall be held with representatives of the Nutrition Program and the Senior Center to facilitate cooperation and coordination of services.

**5. INDEMNIFICATION.** MCHRA shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of MCHRA, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- b. Any claims, damages, costs and attorney fees arising from any failure of MCHRA, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws; and
- c. MCHRA shall pay City any expensed incurred as a result of MCHRA's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- 6. **SIGNAGE AND ADVERTISING.** No signs or advertisement shall be posted, displayed, or listed by MCHRA without the prior approval of the Center Superintendent.
- 7. **TERMINATION OF AGREEMENT.** This Use Agreement may not be assigned or transferred. In the event that the Nutrition Program's operation must be interrupted or discontinued, the City agrees to provide the Nutrition Program Director with a thirty (30) day notice in advance that it must terminate nutrition services.
- 8. **AMENDMENT.** This Agreement constitutes the entire Agreement between the City and MCHRA. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and MCHRA have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

MID-CUMBERLAND HUMAN RESOURCES  
AGENCY  
ELDERLY NUTRITION PROGRAM

\_\_\_\_\_  
Craig Tindall, City Manager

\_\_\_\_\_  
Jane Hamrick, Executive Director

APPROVED AS TO FORM:

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

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

**Department:** Police

**Presented by:** Melissa Wright

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

2020 Edward Byrne Memorial Justice Assistance Grant (JAG) has been awarded.

**Staff Recommendation**

Accept the 2020 JAG Grant award.

**Background Information**

In August 2020, Council approved the application and MOU for the City and sub-recipient County Sheriff's Office for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG). The Department of Justice has approved our application for the purchase of law enforcement equipment and has awarded the 2020 JAG Grant.

**Council Priorities Served**

*Maintain Public Safety*

Law enforcement equipment purchased will provide additional resources for Police officers.

*Responsible Budgeting*

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

**Fiscal Impacts**

Grant revenue and expenditures for the Police Department will increase \$56,724 each, resulting in a no effect to the General Fund budget.

**Attachments**

2020 Edward Byrne Memorial Justice Assistance Grant (JAG) award document.



**Department of Justice (DOJ)**

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Shane McFarland  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130-3573

Dear Mayor McFarland:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Murfreesboro for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$56,724. These funds are for the project entitled Fiscal Year 2020 JAG.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Murfreesboro accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Yolaine Faustin, Program Manager at (202) 353-1720; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

September 19, 2020

The Honorable Shane McFarland  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130-3573

Dear Mayor McFarland:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Murfreesboro 111 W. Vine Street Murfreesboro, TN 37130-3573	4. AWARD NUMBER: 2020-DJ-BX-0430	
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023	
	6. AWARD DATE 09/19/2020	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 626000375	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 089553861	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Fiscal Year 2020 JAG	10. AMOUNT OF THIS AWARD \$ 56,724	
	11. TOTAL AWARD \$ 56,724	

12. SPECIAL CONDITIONS  
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT  
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)  
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT  
GPRS

AGENCY APPROVAL GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Shane McFarland Mayor
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X FUND CODE B BUD. ACT. DJ DIV. OFC. 80 REG. 00 SUB. 00 POMS AMOUNT 56724	21. VDJUGT3397
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Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

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AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

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*SPECIAL CONDITIONS*

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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*SPECIAL CONDITIONS*

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.



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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 ( 34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2020-DJ-BX-0430

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Murfreesboro

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2020-DJ-BX-0430

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Yolaine Faustin  
(202) 353-1720

2. PROJECT DIRECTOR (Name, address & telephone number)

Melissa Wright  
City Recorder and Finance Director  
111 W. Vine Street  
PO BOX 1139  
Murfreesboro, TN 37130-3573  
(615) 893-5210

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts \$25,000 or More

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Fiscal Year 2020 JAG

5. NAME & ADDRESS OF GRANTEE

City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130-3573

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 56,724

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** GovDeals' Financial Settlement Services Contract Addendum

**Department:** Finance

**Presented by:** Melissa Wright

**Requested Council Action:**

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

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**Summary**

Permitting electronic payments from on-line auction of disposed assets.

**Staff Recommendation**

Approve the Financial Settlement Services addendum and select option to charge full buyer's premium to winning bidder.

**Background Information**

In August 2006 the City contracted with GovDeals for online auction services of the personal property disposed of by the City. GovDeals has provided beneficial services. To enhance those benefits, GovDeals proposes an addendum to our contract that permits online payment from the winning bidder. Funds will be disbursed to the City weekly. This service accommodates an increasingly common payment method and eliminates the need for buyers to bring payments to City Hall. Additionally, GovDeals will handle chargebacks when necessary and will collect and remit the new marketplace sales tax, which begins October 1st. Additionally, the City selects the option that will charge the full buyer's premium to the buyer instead of that cost being absorbed by the City. This change is not anticipated to effect sales.

**Council Priorities Served**

*Responsible budgeting*

Allowing vendors to collect payments, remit the state sales tax and remit amounts to the City electronically is an efficient manner to handle auction sales.

**Fiscal Impact**

Marginal on a per sale basis, however significant administrative efficiency is gained.

**Attachments**

1. Financial Settlement Services Addendum
2. GovDeals Financial Services Information pamphlet
3. GovDeals contract currently in effect

# GovDeals

## Financial Settlement Services (FSS) Addendum

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This Addendum is between GovDeals, Inc. (GovDeals), having its principal place of business at 100 Capitol Commerce Blvd. Suite 110, Montgomery, Alabama 36117, and \_\_\_\_\_ (Client) having its principal place of business at \_\_\_\_\_.

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management Tools (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH/EFT) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Account Manager or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

**Financial Settlement Services (FSS) Election and Information**

**Please complete payment instructions below:**

If client elects FSS, this section must be completed prior to submitting form back to GovDeals.

Accounting Contact: \_\_\_\_\_  
 (Person to receive checks and invoices) Name and Title

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Option B:** Client elects for GovDeals to collect all proceeds from the buyer:

- Option B1  Option B2  Option B3  Option B4

**(Please choose only one option for payment)**

If payment will be made by ACH, please provide the following information:

Name of Bank	_____
County of Bank	_____
Name of Client: (Name on bank account)	_____
Bank Routing Number	_____
Bank Account Number	_____
Checking/Savings	_____

**OR:**

If payment will be made by paper check, please provide the following information:

Make check payable to: \_\_\_\_\_  
 Client's Legal Name

Mail check to: \_\_\_\_\_  
 Street Address / P.O. Box Number

\_\_\_\_\_  
 City, State and Zip Code

Approved for GovDeals:  
 \_\_\_\_\_

Approved for Client:  
 \_\_\_\_\_

VP & General Manager  
 Title Date

\_\_\_\_\_  
 Title Date

Please check here only if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due the client.

# GovDeals

## Flexible Pricing Options (FPO)

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**The Client has the option to choose from the following alternative plans:**

**B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.**

**Option B1:** The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium. \*

**Option B2:** The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

**Option B3:** The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

**Option B4:** The Client pays a 0% fee and the winning bidder pays a 12.50% Buyers Premium.

\*If the Client chooses to pay the full 7.5% fee (Option B1), they will have access to the **Tiered Fee Reduction Schedule**.

### **Tiered Fee Reduction Schedule (Only applies to Option B1)**

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on [www.govdeals.com](http://www.govdeals.com).

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

## GovDeals Financial Settlement Services Frequently Asked Questions

### **Are there any additional fees to use GovDeals Financial Settlement Services (FSS)?**

There are no additional fees for Sellers who use FSS. Sellers are charged their normal GovDeals fees. The winning Bidders of FSS auctions are charged a 5% Buyer's Premium to cover GovDeals costs of payment collection and liabilities of accepting Credit Card and PayPal payments.

### **What are the Flexible Pricing Options (FPO)?**

You now have the ability to pass on all (or a portion) of your GovDeals Fees to the Buyer through our Flexible Pricing Options.

### **What are the most popular Flexible Pricing options that client's elect?**

GovDeals clients utilize all four of the Flexible Pricing Options; however, the most commonly selected option is the option to pass all fees on to the Buyer.

### **How many GovDeals Clients are using the Financial Settlement Services?**

More than 86% of GovDeals clients use FSS.

### **What do the bidders think about paying online?**

GovDeals has surveyed our top bidders about Financial Settlement. Overwhelming, these bidders liked & preferred the convenience of paying online with a Credit Card and PayPal.

### **Does the Buyer's Premium affect my results?**

Our Sellers who have switched to FSS have noticed no change in the results of their auctions with the Buyer's Premium. Any bidder lost because of the Buyer's Premium is made up with one who wants or needs to use the convenience of a Credit Card and PayPal to purchase your surplus property.

### **Are Sellers charged fees on the Buyer's Premium?**

No, the Buyer's Premium is not included in GovDeals calculation of our fees.

### **How is Sales Tax collected?**

Each State has different rules on how Sales Tax is collected and remitted. Please ask your CAM about the rules for Sales Tax and FSS in your state.

### **Do Winning Bidders have the option to pay onsite via Money Order, Cash, or Certified Check?**

No. All winning Bidders must pay through the GovDeals website prior to making arrangements for removal. Credit Card and PayPal payments are usually processed and marked as "Paid" in less than one hour. Wire Transfer payments may not show as "Paid" for 24 hours from the payment date.

### **Can a Seller return to collecting their own payments if they are unhappy with the Financial Settlement Services?**

Yes, a seller may return to collecting their own payments, but GovDeals asks Sellers to give FSS a 12 month trial before making that decision.

### **Does FSS change the way that the Seller lists an asset on GovDeals?**

No. Although the Seller's Client Account Manager will update the Client's Instruction Fields to reflect the changes in payment options, the changes with auctions using FSS occur once the auctions have closed.

**How does GovDeals notify the Seller that a winning Bidder has paid for an item?**

GovDeals notifies Sellers that payment has been received via the Paid For/Picked Up Report in the “Reports” section of the [www.govdeals.net](http://www.govdeals.net) site. Sellers and Buyers are still issued a Certificate as normal. On this certificate, in the Payment Instructions section, the winning Bidder is given instructions on how to make payment via the GovDeals website.

**What is my liability if a winning bidder disputes a charge to their Credit Card or PayPal account?**

A Seller will have each Buyer sign a Bill of Sale prior to removal of the assets purchased. As long as the Seller has a copy of this signed Bill of Sale, GovDeals takes on all liability of charge-backs by Buyers.

**What would happen if a stolen credit card were used to make a payment? Do you have any fraud provisions?**

PayPal is our service provider for processing all electronic payments including credit cards. PayPal and GovDeals are both PCI compliant and have security standards in place to ensure the authenticity of the buyer and credit card/bank account holder. Since the implementation of FSS, there have been transactions that have been fraudulent, but GovDeals absorbed all costs to the card holder and monies paid to the seller.

**How does GovDeals remit payment to our municipality?**

GovDeals remits payment each week, via check or Direct Deposit (ACH/EFT), for all Assets marked as “Picked Up” in the previous Monday-Sunday time period. Checks are mailed on each Thursday. Clients who elect to have their payments remitted via Direct Deposit (ACH/EFT) receive payment on Thursdays.

**Can GovDeals withhold their fees prior to issuing payment?**

Sellers have the option to have all of GovDeals fees removed prior to payment being remitted. Sellers who have their fees withheld never have to pay another GovDeals invoice. This eliminates the need & extra work involved in issuing payment to GovDeals.

**Will I continue to receive a monthly invoice from GovDeals?**

A monthly invoice is available to download from GovDeals; however, if you have elected to have GovDeals withhold your fees, the invoice will not reflect a balance due amount. It will list all of the items sold for the previous month along with the sold amount and the fees withheld by GovDeals.

**How does GovDeals help Sellers reconcile the payments remitted to their municipality?**

Each check stub includes a statement of what was included in the payment. For ACH payments, an itemized statement of what was included in the deposit will be emailed to the Accounting Contact that was setup when the Seller sets up FSS. The Deposit ID# and Check # can be searched for on a client’s Paid For/Picked Up report to pull up a more detailed report of what was included in the deposit/check.

**How do I get started?**

In order to start using the Financial Settlement Services a signed copy of the FSS Addendum will need to be faxed to GovDeals Sales Support at 334-387-0519 or emailed to her at [salesupport@govdeals.com](mailto:salesupport@govdeals.com). Clients can also log on to [www.govdeals.com](http://www.govdeals.com) and complete the “Become a Seller” document (located under “Contact Us”).

**Once GovDeals receives your FSS Addendum or the completed online form, your CAM will work with you to complete the setup of FSS on your account.**



# GovDeals

## FINANCIAL SETTLEMENT SERVICES

### **How would you like to streamline your processes, reduce expenses, and save money?**

GovDeals' Financial Settlement Services offers to its clients the option of allowing GovDeals to collect your government's auction proceeds, remit these proceeds weekly based on assets paid for and picked up and withhold GovDeals fees. By electing to use these two services, you will no longer need to collect money from the bidder or write a check to remit payment to GovDeals.

*In order to get started using this new feature, complete the forms in this packet.*

### **The combined benefits of using the GovDeals Financial Settlement Services are:**

- Increased bidder base due to easy payment options
- Higher prices for your assets due to more bidders having the opportunity to bid
- No additional cost to your government
- Fully transparent as to funds collection
- Potential for reducing the number of bidder defaults due to easy payment options
- GovDeals absorbs any charge backs
- Enhanced record keeping and reporting offered with these new services
- Reduced labor cost and accounting for bidder proceeds
- Reduced labor and material costs in writing checks to GovDeals

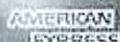
### ***Let us help make things easier for our online auction community!***

Please remember, you may choose the full Financial Settlement Services option which includes GovDeals withholding its auction fees from your proceeds, thus eliminating the writing of a monthly check to GovDeals. If you do not want GovDeals to withhold the fee, you may choose to only allow GovDeals to collect auction proceeds and pay GovDeals its auction fees monthly.

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#### Accepted Payment Options

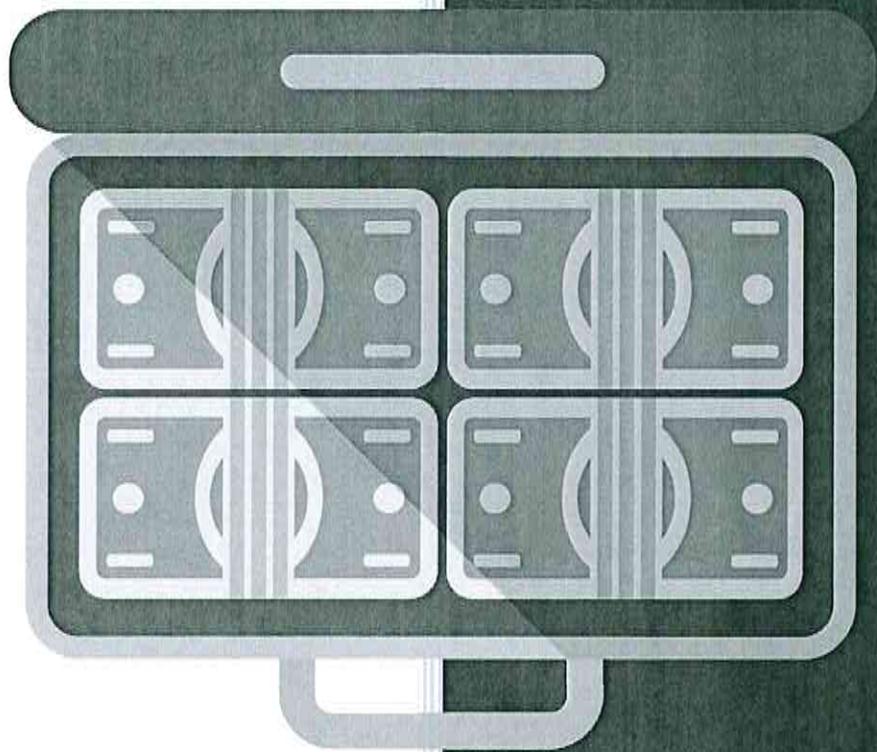
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**GovDeals.com<sup>®</sup>**  
Online Government Surplus Auctions



## Financial Services Information



Jason Robinson



August 25, 2020

Dear Valued Tennessee GovDeals Client,

Thank you for your use of GovDeals to sell your surplus assets, and for your consideration of our financial services.

This document will help you understand and communicate our Financial Settlement Services process and its benefits.

There are three sections in this document. The first section explores the reasons to pass through the fee to the bidder, instead of paying them yourself. The second section discusses the reasons why you might use the Financial Settlement Services from GovDeals. The third section provides links to information on the new Tennessee law concerning surplus auction sales tax.

**In short, GovDeals can make it easy for our bidders to do business with you by taking payments for you and handling all aspects of the sales tax collection and remittance, at no cost to you.**

If you are interested in more information or enrolling in this program, you may contact me using the information below.

Best regards,

Jason Robinson  
Southeast Region Representative  
Cell: (334) 300-9591  
Email: [jrobinson@govdeals.com](mailto:jrobinson@govdeals.com)

# GovDeals.com

Online Government Surplus Auctions

## Section 1: Passing Through Fees is Good Math

Imagine for a moment that you have an old vehicle to sell that is worth \$1,000. You have two choices. You may pay the 7.5% fee that GovDeals charges for the auction or pass it through to the bidder.

### Option 1: 7.5% Seller/0% Bidder

In this case, the bidder will bring you a certified check for the full amount, and GovDeals will send you an invoice for 7.5% of the sale price. For example

Bid Price: \$1,000  
Bidder Pays: \$1,000  
GovDeals Fee:  $\$1,000 \times 7.5\% = \$75$   
Your Net Income: \$925

### Option 2: 0% Seller/7.5% Bidder

In this case, the bidder will value the asset at a total of \$1,000 but will not bid the full amount. Instead, she will consider the 7.5% Bidder Premium and lower her maximum bid.

Bid Price: \$930.23  
Bidder Pays: \$1,000  
GovDeals Fee:  $\$930.23 \times 7.5\% = \$69.76$   
Your Net Income: \$930.23

So passing through the fees, you make an extra \$5.23 for every \$1,000 of assets you sell.

## Section 2: Reasons to Use the Financial Settlement Services

Taking Payments Puts Your Cheap Assets at A Disadvantage: If you are a buyer looking for a cheap asset, say a push lawnmower. You find one on the GovDeals website, and it is nearby. You can have it for \$20! You have a PayPal account, you have credit cards, but the seller wants you to show up with a money order or a certified check. Do you want to put your buyers through the extra hassle?

Zero Fraud: Your organization may accept payments, but that puts you at risk. In addition to Counterfeit Cash and stolen credit cards, today, people are forging Cashier Checks and Money Orders, leaving agencies to chase the money. Using GovDeals FSS, you are guaranteed payment regardless of what happens after the transaction. For example, if someone uses a credit card to purchase from you on GovDeals, picks up the asset, and then disputes the charge with their credit card company – **GovDeals will deal with it, and you probably won't even know.**

Other Agencies Are Thriving with FSS: In Tennessee, GovDeals has more than 700 clients large and small. More than 550 of those clients use the FSS from GovDeals to handle their payments. Should you choose to enroll in FSS, you will be in good company. Information Attached.

# GovDeals.com

Online Government Surplus Auctions

Social Distancing – As we continue to see the number of new COVID 19 Cases rise, online payments allow you, your staff, and your buyer to stay socially distanced.

Your client account manager can provide a list of our best practices to distance yourself through the sale, but allowing us to accept the payment for you keeps you from the buyer and the buyer from the bank.

It is easy and healthy for everyone.

### **Section 3: Tennessee Sales Tax**

On October 1<sup>st</sup>, the State of Tennessee will start charging sales tax on surplus government assets.

Agencies who use are using GovDeals FSS will find that

- GovDeals will determine the asset category and taxability of each asset
- GovDeals will collect the purchase price, fee and tax from the seller,
- GovDeals will remit the sales tax on their behalf
- GovDeals will pay the seller by ACH transfer the week after the asset is removed from the seller
- GovDeals will do so at no additional cost to the agency

**In short, GovDeals can make it easy for our bidders to do business with you by taking payments for you and will handle all aspects of the sales tax collection and remittance, at no cost to you.**

For your reference, the new rules can be found at; <https://www.tn.gov/revenue/taxes/sales-and-use-tax/out-of-state-dealers-marketplace-facilitators.html#>

You can download a Helpful Document from the State of TN here:

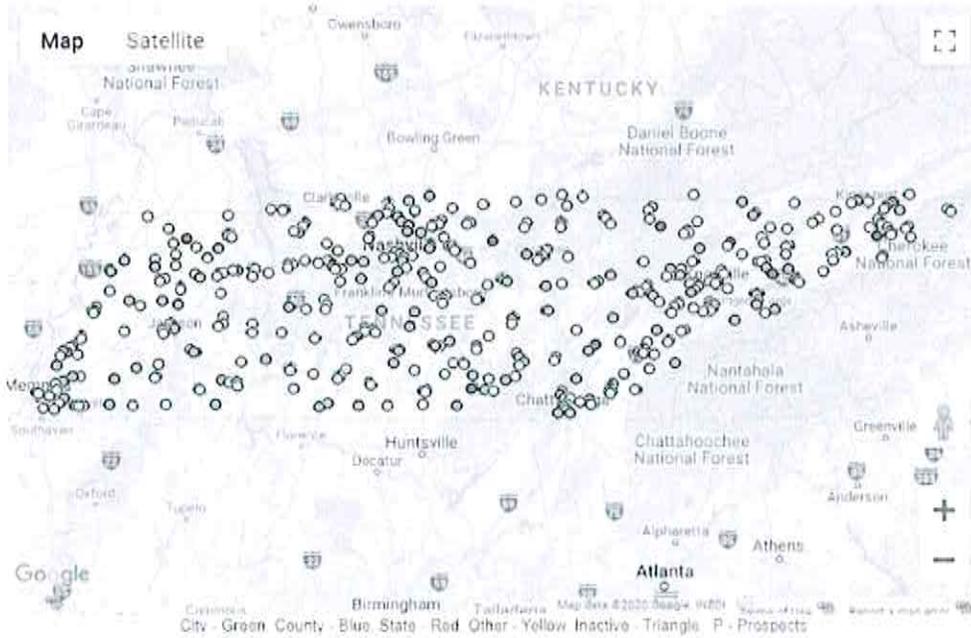
<https://www.tn.gov/content/dam/tn/revenue/documents/notices/sales/sales20-24.pdf>

# GovDeals.com

Online Government Surplus Auctions

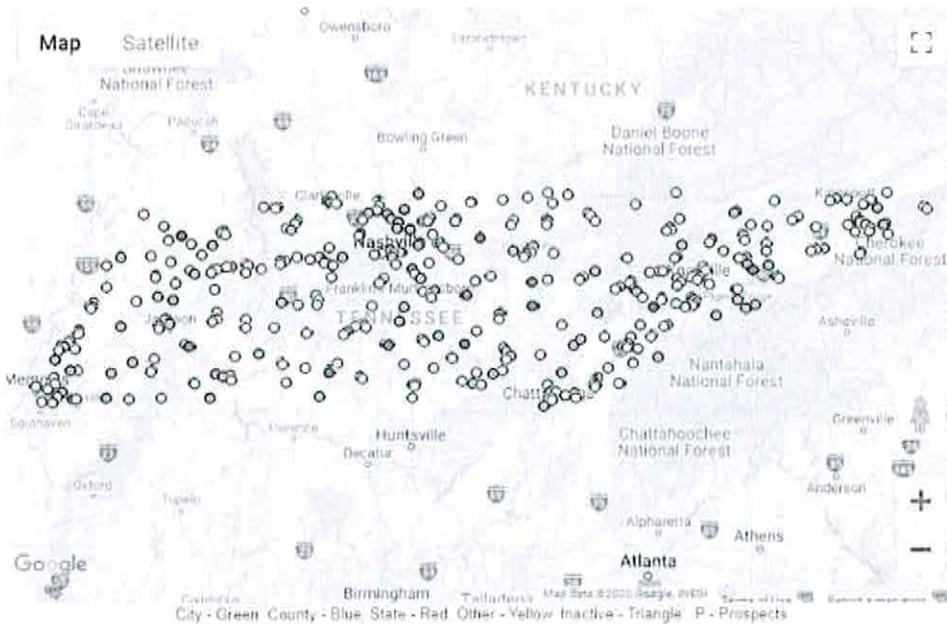
**Total Clients**  
**701**

701 clients displayed on map.



**FSS Clients**  
**579**

579 clients displayed on map.





*... creating a better quality of life*

July 25, 2006

**HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL**

RE: Approval of Contract with GovDeals for Online Auction of Surplus City Property

I respectfully request approval to enter into a non-exclusive Contract with GovDeals for provision of online auction services for surplus City personal property.

Presently, surplus City personal property is disposed of through a traditional auction held once every other year or as needed. Such auctions require a great deal of employee overtime as the auctions are held on the weekends. Additionally, the local auctions draw a limited pool of bidders, while an online auction would draw from a much larger pool of bidders.

Numerous municipalities and the Tennessee Department of General Services are starting to take advantage of online Internet auctions for disposal of surplus property. Attached please find a list of Tennessee municipalities currently utilizing the services of GovDeals. The governmental entities that I have contacted have been very pleased with the service, the cities of Spring Hill and Smyrna, and the Tennessee Department of General Services.

Pursuant to the Contract, the City must provide GovDeals with a description of the surplus property and a digital photograph. Buyers must pay directly to the City the amount bid by cash, money order or cashier's check and must physically pick-up the property within ten (10) days of the bid award.

The Contract with GovDeals is non-exclusive with the exception that any items currently listed with GovDeals shall not be sold by an alternative means while listed with GovDeals. Pursuant to the Contract, GovDeals will receive 7.5% of the sale price as compensation for their services.

An administrative procedure is being developed whereby the City Manager or designee must approve any decision to classify property as surplus and place such surplus property with GovDeals for sale online. I respectfully request approval of entry into the Contract on a trial basis.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelley Blevins Baker".

Kelley Blevins Baker  
Staff Attorney

Enc.

# GovDeals

## Sellers Agreement

---

This Agreement is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5913 Carmichael Place, Montgomery, Alabama, 36117 and City of Murfreesboro, a municipal corporation of the State of Tennessee ("Client"), having its principal place of business at 111 West Vine Street, Murfreesboro, Tennessee 37130.

- 1.0 **Description of Services:** GovDeals provides a means for sellers to list items for sale and for potential buyers to bid upon these items via an Internet-based auction system. Although GovDeals may provide software and applications to the Client to make the listing of items easier, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and seller to complete the transaction.
- 2.0 **GovDeals Responsibilities:** In addition to the operation of an Internet auction server, GovDeals will provide the Client with the following services during the term of the Agreement:
  - 2.1 Access to a web-based application ("GovDeals Auction Server") that will help the Client maintain information about assets and submit them to auction. The GovDeals Auction Server will:
    - 2.1.1 Accept descriptive information concerning an asset;
    - 2.1.2 Allow different auction phases based upon dates and times to be specified;
    - 2.1.3 Permit the assignment of certain buyer restrictions during each auction phase; and
    - 2.1.4 Facilitate requests for credits regarding transactions that were not completed.
  - 2.2 Training and support services to implement the GovDeals service, which will include:
    - 2.2.1 Familiarization with the nature and operation of the GovDeals Auction Server;
    - 2.2.2 Guidance in the initial entry of assets;
    - 2.2.3 Procedures for taking and posting pictures of assets; and
    - 2.2.4 Assistance in the development of an implementation plan and schedule.At GovDeals option, training and support services will be provided either on-site or via telephone and the Internet.
  - 2.3 A customer support desk available via telephone or e-mail between the hours of 8:00 a.m. and 6:00 p.m., Eastern time, Monday through Friday, except announced holidays.
  - 2.4 Marketing of the on-line auction service to promote use of the site by potential buyers.
- 3.0 **Client Responsibilities:** To promote a successful operation and increase the benefits from using GovDeals auction capabilities, the Client agrees to:

- 3.1 Provide on-site support and resources required to access the GovDeals Auction Server via the Internet;
  - 3.2 Make sufficient personnel related to surplus property disposal available for training, implementation, and initial data entry;
  - 3.3 Cooperate with marketing campaigns, including providing a mailing list of prior auction customers, if available; and
  - 3.4 Utilize GovDeals Auction Server and on-line auction capabilities during the term of this Agreement by:
    - 3.4.1 Listing assets for sale on the GovDeals auction service;
    - 3.4.2 Completing sales transactions for assets sold via this service;
    - 3.4.3 Not selling through some other means any item for which it has received a winning bid via GovDeals for the specific purpose of avoiding the GovDeals fee; and
    - 3.4.4 Not engaging, directly or indirectly, in any activities intended to manipulate or interfere with the bidding process.
- 
- 4.0 **Fees:** For any item that is sold as a result of posting it to the GovDeals web site, the following fees apply.
- 4.1 Where a single auction item does not yield greater than \$100,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
  - 4.2 Where a single auction item yields greater than \$100,000, but does not yield greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid up to \$100,000 plus five and one-half percent (5.5%) of the winning bid that is in excess of \$100,000 up to \$500,000.
  - 4.3 Where a single auction item yields greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5) of \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the amount in excess of \$500,000 of the winning bid.
  - 4.4 On occasion, and apart from initial training, Clients request GovDeals to supply on-site assistance to quickly move large amounts of items that have accumulated over a period of time. For this service, and upon mutual agreement between GovDeals and the client, an additional fee will be charged over and above the normal fee schedule shown in 4.1, 4.2 and 4.3 above. For this mutually agreed upon additional fee, GovDeals will go to the Client's site and record asset descriptions, take pictures, load assets to the auction site, and set auction dates. Assets must be arranged in such a manner as to allow GovDeals personnel access to the assets for recording descriptions and taking pictures. If assets are not arranged in the proper manner, Client will provide personnel to assist the GovDeals representatives in arranging the assets for proper presentation. In order to exercise this option, Client must request and agree to the additional fee in writing. This fee does not apply to assets used in the initial training and will not apply when the Client processes its own assets.

- 5.0 Payment:**
- 5.1 GovDeals will invoice Client for fees on a periodic basis. Client agrees to remit payment to GovDeals within thirty (30) calendar days, unless an applicable prompt payment act or similar legislation specifies a different time period.
- 5.2 Client shall promptly, but not more than sixty (60) calendar days after the sale date, notify GovDeals of any transaction that was not consummated. The fees for said transaction shall be credited to the Client during the next invoice period.
- 6.0 Term of Agreement:** This Agreement shall commence on the date it is signed by the second party to do so and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This Agreement shall be automatically extended for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date. Either party may request a re-negotiation of the terms hereof during a period sixty days prior to the anniversary date of this Agreement. Any charges owed either party prior to terminating the agreement will remain payable
- 7.0 Right to Sell and Content:** Client will only post items to the GovDeals auction site that the Client has the legal right to sell or dispose of to qualified buyers. Any information posted will be accurate to the best of Client's ability and not contain anything of a pornographic or objectionable nature. Client agrees to only use links to digital pictures of associated assets as provided for in the GovDeals software, and will not create links to any other site, text or other information without the written consent of GovDeals.
- 8.0 Online Sales - Terms and Conditions:** Attached hereto are model Online Sales - Terms and Conditions for use by client. At any time during the term of this Agreement, Client may modify the Terms and Conditions. Said substitution modification must be submitted to GovDeals in writing for posting to the GovDeals auction site. The Terms and Conditions posted to the GovDeals auction site shall not modify, amend or affect the provisions of this Agreement
- 9.0 Information and Security:**
- 9.1 Client agrees that GovDeals is not responsible for the accuracy of information provided to it by seller(s) and/or buyer(s). GovDeals will use reasonable efforts to protect information that is on its web site from inappropriate use and loss.
- 9.2 Client grants GovDeals a non-exclusive, non-transferable, irrevocable, and royalty-free right to exercise any copyright or publicity rights Client may have in the information it posts to the GovDeals server(s). GovDeals agrees to use this information only for its intended purpose in support of this Agreement.
- 10.0 Interference:** Client will not use any programs, routines, or applications in connection with GovDeals that will interfere with the operation of the software or site. Specifically, the Client will only communicate with the GovDeals Auction Server by using software and applications that GovDeals provides or specifically approves in writing.

**11.0 Proprietary Intellectual Property Exclusivity and Confidentiality:** The proprietary Internet-based auction system, environment, and components (collectively, the "System") provided by GovDeals under this Agreement are, and will remain, the exclusive property of GovDeals. GovDeals retains and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks of and to the System. GovDeals is providing the Client hereunder with a license for said System solely for its own use.

Client may not subcontract, sell, lease, transfer, assign or otherwise share said System with any third party. Client acknowledges that the System constitutes the proprietary and confidential property of GovDeals and agrees not to directly or indirectly use, employ, divulge, disclose, transfer, or communicate to any person, firm, corporation or other entity, in any manner whatsoever, any of the System or documentation/information provided by GovDeals. In the event of termination of this Agreement, Client shall promptly return to GovDeals or at the option of GovDeals destroy, all documentation/information regarding the System.

**12.0 Warranty Disclaimer:** GovDeals does not warrant error-free or uninterrupted use of the GovDeals service. The GovDeals web sites, services, software and applications are provided without warranty, express or implied, including, but not limited to, any implied warranties for merchantability or fitness for a particular purpose. GovDeals, its directors, officers, employees, agents and/or affiliates shall not be liable for any loss of profit and/or any direct, indirect, special, incidental or consequential damages resulting from the services offered herein.

**13.0 Compliance with Laws:** GovDeals agrees to comply with any applicable federal, state and local laws and regulations.

**14.0 Maintenance of Records:** GovDeals shall maintain documentation for all charges against Client. The books, records, and documents of GovDeals, insofar as they relate to work performed or money received under the Agreement, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

**15.0 Modification of Agreement:** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the Agreement may be approved by the City Manager.

**16.0 Partnership/Joint Venture:** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

- 17.0 **Waiver:** No waiver of any provision of this Agreement 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.
- 18.0 **Employment:** GovDeals shall 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 19.0 **Non-Discrimination:** It is the policy of the Client 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 Agreement, GovDeals certifies and warrants it will comply with this policy.
- 20.0 **Indemnification and Hold Harmless:** GovDeals shall indemnify and hold harmless Client, its officers, agents and employees from:
- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of GovDeals, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Agreement, and,
  - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of GovDeals, 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.
  - c. GovDeals shall pay Client any expenses incurred as a result of GovDeals' failure to fulfill any obligation in a professional and timely manner under this Agreement.
- 21.0 **Attorney Fees:** GovDeals agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Client prevails, GovDeals shall pay all expenses of such action including Client's attorney fees and costs at all stages of the litigation.
- 22.0 **Assignment-Consent Required:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to GovDeals under this Agreement, neither this Agreement nor any of the rights and obligations of GovDeals hereunder shall be assigned or transferred in whole or in part without the prior written consent of Client. Any such assignment or transfer shall not release GovDeals from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO GOVDEALS UNDER THIS AGREEMENT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
- 23.0 **Venue:** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

24.0 **Severability:** Should any provision of this Agreement 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 this Agreement.

25.0 **Notices:** Any notice to GovDeals from the Client relative to any part of the Agreement shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said GovDeals at its last given address or delivered in person to said GovDeals or its authorized representative on the work.

a. Notices to Client shall be sent to:

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*Department:* City of Murfreesboro Administration  
*Attention:* City Manager  
*Address:* Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

b. Notices to GovDeals shall be sent to:

*GovDeals:* [INSERT CORRECT INFORMATION]  
*Attention:*  
*Address:*

26.0 **Governance:** This Agreement will be governed, interpreted, construed and enforced in accordance with the laws of the State of Tennessee.

27.0 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which after execution and delivery shall be deemed an original, but all of which shall constitute one and the same instrument.

28.0 **Non-Exclusive Engagement:** This Agreement is not exclusive. The Client may utilize other disposal approaches, including traditional auctioneer services and sealed bids in addition to GovDeals services. However, it is understood and agreed that the Client will not simultaneously utilize other disposal approaches and GovDeals while an asset is listed on a GovDeals auction.

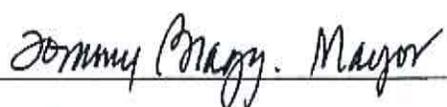
29.0 **Entire Agreement:** This Agreement represents the entire understanding between the parties with respect to its subject matter.

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO.

**GovDeals:**

**CITY OF MURFREESBORO:**

By: 

By: 

Name: Robert L. DeBardelaben

Name: Tommy Bragg

Title: President

Title: Mayor

Date: 7/27/06

Date: 8.8.06

**Primary Contact Person:**

**(Contract development)**

Name: Carson McCord

Title: Senior Sales Rep.

Telephone Number: (615) 846-1150

Fax Number: (615) 846-1154

e-mail: [cmccord@govdeals.com](mailto:cmccord@govdeals.com)

**Primary Contact Person:**

Name: Vickie Massey

Title: Fixed Asset Manager/Accountant

Telephone Number: (615) 893-5210

Fax Number: (615)848-3247

e-mail: [vmassey@murfreesborotn.gov](mailto:vmassey@murfreesborotn.gov)

**Primary Contact Person:**

**(Contract implementation)**

Name: Tom Clark

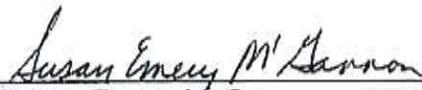
Title: Vice President, Client Services

Telephone Number: (800) 613-0156

Fax Number: (615) 846-1154

e-mail: [tclark@govdeals.com](mailto:tclark@govdeals.com)

Approved as to form:

  
Susan Emery McGannon

  
Kelley Blevins Baker

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Contract for Emergency Medical Services Medical Director

**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**

Contract for EMS Medical Director to oversee MFRD's emergency medical services.

**Staff Recommendation**

Approve contract to provide medical direction to MFRD personnel providing emergency medical services to the community.

**Background Information**

State statute requires EMTs, AEMTs and Paramedics providing emergency medical care be supervised by a physician licensed to practice in the State of Tennessee. MFRD's current medical director is ending his contract with MFRD effective upon a contract with a new medical director.

MFRD's mission is to provide excellent emergency services with the City. Currently, 84% of MFRD's calls are medically related. Consistent with that demand for service, 99% of the Department's personnel are trained to handle emergency medical situations that range from first aid to advance life support. MFRD provides advanced level medical care to every emergency medical call via Advanced EMTs or Paramedics staffed on each of its fourteen response apparatus. To support this service at the highest level, MFRD proposes to contract with Vanderbilt University Medical Center. VUMC has recognized leader in emergency medical resources and will benefit the City's ability to provide emergency medical services to the community. Under the proposed contract, VUMC will provide to MFRD a Medical Director who is Board Certified in Emergency Medical Services. MFRD will also have access to a team of emergency medical physicians, assuring MFRD is able to provide the highest level of patient care in emergency situations.

**Council Priorities Served**

*Maintain public safety*

Medical direction by a physician is statutorily mandated for the City to provide emergency medical services and contracting for advanced direction elevates the level of patient care that can be provided in an emergency situation.

**Fiscal Impacts**

The annual contract is for \$24,000 per year. The \$12,000 currently budgeted for Medical Director services will be supplemented by \$12,000 in decreased use of budgeted Contractual Services account related to EMT/AEMT training classes.

**Attachments**

Professional Services Agreement with Vanderbilt University Medical Center

**EMS MEDICAL DIRECTOR  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MURFREESBORO, TENNESSEE  
AND  
Vanderbilt University Medical Center**

This Professional Services Agreement (“Agreement”) is entered into by and between the **City of Murfreesboro, Tennessee** (“City”), a municipal corporation of the State of Tennessee, and **Vanderbilt University Medical Center**, a not-for-profit healthcare entity based in middle Tennessee (“Contractor”). This Agreement shall be effective as of the date the last party to this Agreement executes it (“Effective Date”).

**RECITALS**

WHEREAS, the City, by and through the Murfreesboro Fire and Rescue Department (“MFRD”), operates a first responder service in accordance with Tenn.Comp.R. & Regs. § 1200-12-01-.14;

WHEREAS, the Rutherford County Emergency Medical Service (“RCEMS”) operates an advanced-life-support ambulance service; and

WHEREAS, the City has designated RCEMS as the primary provider of emergency medical transport services within the City; and

WHEREAS, the City and RCEMS have entered into an Interlocal Cooperation Agreement regarding the coordination of emergency medical service delivery within the City; and

WHEREAS, the City desires to expand the level of care provided through MFRD personnel licensed as either an emergency medical technician (“EMT”), advanced EMT (“AEMT”), or paramedic to the highest level authorized under such licensures by state law and the rules and regulations of the Tennessee Emergency Medical Services Board (“EMS Board”), *see* Tenn.Comp.R. & Regs. 1200-12-01-.01 *et seq.*; and

WHEREAS, state law requires that EMTs, AEMTs and paramedics providing this level of care be supervised by a physician licensed to practice in the state of Tennessee of all medical aspects of patient care by MFRD Emergency Medical Services Personnel (as defined in T.C.A. §68-140-302 (15) in the course of such persons providing Emergency Medical Services (as defined in T.C.A. §68-140-302 (15)); and

WHEREAS, Contractor employs physicians duly licensed to practice medicine in the State of Tennessee, who are certified in emergency medicine by the American Board of Emergency Medicine, and have the requisite experience, abilities, and resources to provide the medical direction and supervision required by law; and

WHEREAS, the City and Contractor desire to enter into this Agreement, as independent contractors, whereby Contractor will provide a physician to serve as the MFRD’s Emergency Medical Services Medical Director (“Medical Director”) in accordance with the terms of and subject to the conditions of this Agreement;

WHEREAS, the Medical Director will work collaboratively with RCEMS’s medical director; and

WHEREAS, the City and Contractor have determined that it is in their mutual best interests, as

well as the public's best interest, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

**1. TERM OF AGREEMENT; RENEWAL.**

- 1.1. This Agreement shall remain in effect for an initial term of two (2) years beginning from the Agreement's Effective Date. It shall automatically renew for additional one-year terms thereafter, unless either party elects not to renew the Agreement as provided in subsection 1.2.
- 1.2. Either party may elect not to renew the Agreement for an additional term by providing written notice to the other party of such intent at least ninety (90) days before the end of the then current term.

**2. RESPONSIBILITIES, REPRESENTATIONS, AND REQUIREMENTS OF MEDICAL DIRECTOR.**

- 2.1. Contractor will designate a physician to serve as the MFRD's Medical Director throughout the term of this Agreement. This physician must be duly licensed to practice medicine in the State of Tennessee and is certified in emergency medicine by the American Board of Emergency Medicine. Contractor agrees that the physician will maintain such licensure and certification throughout the term of this agreement.
- 2.2. The Medical Director will:
  - 2.2.1. Provide off-line medical control services to include review/approval of the service EMS protocols, give input on clinical competency of MFRD personnel, quality improvement (QI) reviews, advice to MFRD regarding EMS and medical control, and other mutually agreed upon duties;
  - 2.2.2. Edit, revise, approve, and, as necessary, assist in the implementation and development of medical protocols and/or standing orders governing the delivery of pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by MFRD personnel;
  - 2.2.3. Have the right, but not the obligation, to (i) approve the level of pre-hospital care that may be rendered by each MFRD employee certified or licensed by the EMS Board, regardless of the employee's level of certification or licensure, before the certificand or licensee is permitted to provide the level of care permitted by such certification or licensure to the public, or (ii) direct that any MFRD employee be removed from providing Emergency Medical Services under the supervision of the Medical Director, if the Medical Director has reasonable cause to believe such MFRD employee poses a risk to the safety or health of others in the performance of such Emergency Medical Services;
  - 2.2.4. Review reports and run sheets for incidents;
  - 2.2.5. Assist the MFRD Assistant Chief for EMS in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations;
  - 2.2.6. Participate in educational programs for the MFRD;

- 2.2.7. Advise the MFRD Chief, Deputy Chief, Assistant Chiefs, and City Manager on issues relating to the provision of quality emergency medical care by the agency's personnel;
  - 2.2.8. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel;
  - 2.2.9. Coordinate education and facilitate cooperation among MFRD, RCEMS, TriStar Stonecrest Medical Center's and St. Thomas Rutherford Hospital's Emergency Departments;
  - 2.2.10. Provide other medical advisory services related to the first responder program and other programs of the agency as necessary;
  - 2.2.11. Act in the role of consultant for the Advanced Life Support personnel of the agency; and
  - 2.2.12. Assist in the coordination of research projects and their implementation to include the application for grants.
- 2.3. The Medical Director, when able, will provide online medical control, and/or triage services, at the scene of certain emergency events upon the request of the MFRD Chief, or the Chief's designee ("Specially Designated Emergencies"). For purposes of this Agreement, Specially Designated Emergencies shall include, but are not limited to, the following:
- 2.3.1. Major fires or "three-alarm" fire as defined by MFRD protocols;
  - 2.3.2. Mass casualty incidents;
  - 2.3.3. Events resulting in a federal- or state-designated disaster declaration;
  - 2.3.4. Technical rescue events;
  - 2.3.5. Large-scale public events, whether planned or spontaneous, that present a potential threat to life, health, and/or safety; and
  - 2.3.6. Other events where the MFRD Incident Commander requests the presence of the Medical Director.
- 2.4. The Medical Director will have discretion to respond to or attend any calls for Emergency Medical Services where medical care is to be rendered by MFRD personnel for purposes of evaluation and oversight.

### **3. RESPONSIBILITIES AND ACKNOWLEDGMENTS BY CITY.**

- 3.1. In addition to the other duties and responsibilities set forth herein, the City shall:
  - 3.1.1. Solicit the input of Medical Director with regard to medical protocols, EMS procedures, employment qualifications, and quality assurance and improvement matters;
  - 3.1.2. Require all MFRD EMTs and Paramedics to possess a current and unrestricted license issued by the Tennessee Emergency Medical Services Board to practice out-of-hospital emergency care as an EMT or Paramedic;

- 3.1.3. Require all MFRD EMTs and Paramedics to possess the skills necessary to deliver basic and advanced life support care;
- 3.1.4. Provide and use a standard Patient Medical Data (PMD) run report as directed and approved by Medical Director;
- 3.1.5. Provide administrative support to Medical Director in the performance of his duties as medical director;
- 3.1.6. Provide and maintain necessary medications and equipment on all MFRD EMS units;
- 3.1.7. Provide Medical Director timely access to and copies of all requested and relevant EMS records needed by Medical Director to accomplish Medical Director's duties and responsibilities, including but limited to, patient records, communication recordings, and pertinent employee records;
- 3.1.8. Provide Medical Director reasonable access to MFRD EMTs and Paramedics while such personnel are performing their duties for the purposes of observation, evaluation, and training; and
- 3.1.9. Implement reasonable measures to prevent the unauthorized disclosure of quality assurance and improvement records and to maintain the confidentiality of such records to the fullest extent permitted by applicable law.
- 3.1.10. Provide Medical Director equipment capable of two-way communication on MFRD dispatch and operational channels to facilitate response and, as needed, on-line medical control
- 3.1.11. Provide Medical Director appropriate uniform and personal-protective gear to function safely and effectively on incident scenes as outlined in sections 2.4 and 2.5
- 3.2. City acknowledges that Contractor provides medical director services for entities other than the City and that Contractor may continue to provide such services to other entities during the term of this Agreement.
- 3.3. City represents that it is not a "covered entity" as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA").

#### **4. COMPENSATION; REIMBURSEMENT OF EXPENSES.**

- 4.1. In consideration of Medical Director's satisfactory performance of the duties and responsibilities set forth herein, the City agrees to pay Contractor the sum of Twenty-Four Thousand Dollars (\$24,000.00) per year, in twelve (12) equal monthly payments of Two Thousand Dollars (\$2,000.00). Each monthly payment shall be made by the 15th day of the month.
- 4.2. The City will not reimburse Contractor for any expense incurred by Medical Director in connection with the performance of this Agreement unless such expenses are authorized in writing by the MFRD Chief before Medical Director incurs any such expense. In addition, any expense in excess of One Thousand Dollars (\$1,000.00) must be authorized in writing by the City Manager before the Medical Director incurs any such expense. Notwithstanding the foregoing, where circumstances prevent prior-authorization of the expenses or where other good cause

exists, the City Manager may authorize the reimbursement of Medical Director's expenses after such expenses have been incurred.

## **5. TERMINATION OF AGREEMENT.**

- 5.1. *Termination without cause.* Either party may terminate this Agreement in its discretion and for its convenience upon no less than ninety (90) days' prior written notice to the other party. In the event of termination pursuant to this subsection, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- 5.2. *Termination due to lack of funding.* Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
- 5.3. *Termination for cause.* Either party may terminate this Agreement if the other party in "material default" of the terms and conditions of this Agreement and such default is not cured within fifteen (15) days of written notice sent by the non-defaulting party in accordance with Section 17 of the Agreement and specifying the material default. For purposes of this Agreement, "material default" shall mean: (a) in the case of the City, failure to compensate Contractor in accordance with Section 4 of this Agreement; and (b) in the case of Contractor, substantial failure to fulfill Contractor's obligations and duties set forth in Sections 2, 6, 7, 8, 9, 10, and/or 11.

## **6. INSURANCE.**

- 6.1. Contractor shall procure at his own expense and maintain at all times during the term of this Agreement the following insurance policies issued by a responsible insurance company licensed to do business in the State of Tennessee:
  - 6.1.1. Professional liability insurance, with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, for errors and omissions;
  - 6.1.2. Comprehensive general liability insurance, with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence for claims for bodily injury, death, or property damage that may arise from or in connection with the performance of this Agreement by Contractor; and
  - 6.1.3. Automobile insurance with coverage limits of at least One Hundred Thousand Dollars (\$100,000.00) for injuries to any one person, Three Hundred Thousand Dollars (\$300,000.00) for injuries to all persons injured in any one accident and Fifty Thousand Dollars (\$50,000.00) for property damages.
- 6.2. Upon Contractor's execution of this Agreement and as reasonable requested thereafter by the City, Contractor shall provide the City with Certificates of Insurance for such policies in forms acceptable to the City. City acknowledges and agrees that Contractor may provide such insurance through an actuarially sound program of self-insurance.
- 6.3. In addition; Contractor shall name the City as an additional insured on the comprehensive general and auto liability insurance policies and shall provide the City a copy of the endorsement upon

Contractor's execution of this Agreement. Contractor must notify City within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

## **7. INDEMNIFICATION; HOLD HARMLESS.**

7.1. Contractor shall defend, indemnify and hold harmless City and its officers, agents and employees from:

7.1.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of Contractor and/or Contractor's agents in connection with the performance of the contract, and,

7.1.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor and/or Contractor's agents to observe applicable laws.

7.2. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, and agents and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same establishing the liability referenced above, except where the proximate cause of such injury, damage or loss was the negligence of the City and its officers, employees, and agents, including, without limitation, MRFD emergency services personnel.

## **8. MAINTENANCE OF RECORDS.**

Contractor shall maintain all records relating to Contractor's work performed or money received under this Agreement for a period of at least three (3) full years from the date of their creation. Contractor will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

## **9. COMPLIANCE WITH LAWS.**

Contractor agrees to comply with any applicable federal, state and local laws and regulations. In furtherance, and not limitation, of the foregoing, each of City and Contractor agree to comply with the privacy requirements for "protected health information" as defined in 45 CFR § 160.103 ("PHI") with respect to any PHI created, received, maintained or transmitted by City, Contractor or Medical Director in connection with the services provided by Contractor hereunder.

## **10. NON-DISCRIMINATION.**

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

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

- **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.**
- **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.**
- **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.”**

## **11. ETHICAL STANDARDS; CONFLICT OF INTEREST.**

- 11.1. Medical Director shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore by or for the benefit of the City, where to Medical Director’s knowledge there is a financial interest possessed by:
- 11.1.1. Contractor, Medical Director or Medical Director’s immediate family;
- 11.1.2. A business other than a public agency in which Contractor, Medical Director or a member of Medical Director’s immediate family serves as an officer, director, trustee, partner or employee; or
- 11.1.3. Any other person or business with whom the Medical Director or a member of Medical Director’s immediate family is negotiating or has an arrangement concerning prospective employment.
- 11.2. Neither Contractor nor Medical Director shall solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:
- 11.2.1. An official action taken, or to be taken, or which could be taken by Contractor or Medical Director that in any way relates to the services to be provided under this Agreement;
- 11.2.2. A legal duty performed, or to be performed, or which could be performed by Contractor or Medical Director that in any way relates to the services to be provided under this Agreement; or
- 11.2.3. A legal duty violated, or to be violated, or which could be violated by Contractor or Medical Director that in any way relates to the services to be provided under this Agreement.

11.3. Anything of nominal value shall be presumed not to constitute a gratuity prohibited by subsection 11.2.

11.4. Neither Contractor nor Medical Director shall at any time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

## **12. INDEPENDENT CONTRACTOR.**

Contractor and Medical Director will render all services as an independent contractor. No Contractor employee, including without limitation the Medical Director, will be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

## **13. ASSIGNMENT; SUBCONTRACTS.**

13.1. Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of the City.

13.2. Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

## **14. WAIVER.**

No waiver of any provision of this 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.

## **15. MODIFICATION; AMENDMENT.**

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.

## **16. GOVERNING LAW; VENUE.**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

## **17. NOTICES.**

Any notice relative to any part of the Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by email accompanied by electronic confirmation of receipt, or by certified mail return receipt requested.

### **17.1. Notices to City shall be sent to:**

*Department:* City of Murfreesboro Administration

*Attention:* City Manager  
*Address:* Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139  
*Email:* [ctindall@murfreesborotn.gov](mailto:ctindall@murfreesborotn.gov)

With a copy contemporaneously sent to:

Mark Foulks, Fire Chief  
Murfreesboro Fire & Rescue Department  
220 NW Broad St.  
Murfreesboro, TN 31730  
[mfoulks@murfreesborotn.gov](mailto:mfoulks@murfreesborotn.gov)

**17.2. Notices to Contractor shall be sent to:**

*Contractor:* Vanderbilt University Medical Center  
*Address:* Brian Carlson, Director  
1161 21<sup>st</sup> Ave, South  
D2117 Medical Center North  
Nashville TN 37232-2104

With a copy contemporaneously sent to:

Vanderbilt University Medical Center  
1161 21<sup>st</sup> Avenue South, D-3300 MCN  
Nashville, TN 37232  
Attn: General Counsel

**18. SEVERABILITY.**

Should any provision of this 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 this contract.

**19. REQUIRED APPROVALS.**

Neither Contractor not the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

**CITY OF MURFREESBORO**

**CONTRACTOR**

Vanderbilt University Medical Center

\_\_\_\_\_  
Craig D. Tindall, City Manager

By: \_\_\_\_\_  
C. Wright Pinson, M.D., MBA  
Deputy Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

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

# COUNCIL COMMUNICATION

Meeting Date: 9/24/2020

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**Item Title:** Contract Extension with the York Veterans Administration

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Extension of the fire services contract with the Veterans Administration.

**Staff Recommendation**

Approve the extension of the fire suppression contract with the York Veterans Administration facilities.

**Background Information**

The York Veterans Administration facilities are located outside City limits; however, MFRD has been providing fire contract services to the VA facility for the last 20 years. The VA has requested to extend the contract for fire suppression and other services for two additional months from 10/01/2020 through 11/30/2020. The VA is utilizing the "Option to Extend Services" clause for this contract. The fee for the two-month extension is \$181,666 or \$90,833 monthly. The monthly amount was not increased for the two-month extension period.

**Council Priorities Served**

*Maintain public safety*

Provide safe and efficient fire suppression services to the VA facilities.

**Fiscal Impact**

The FY21 annual budget anticipated a full year of the VA fee. This agreement provides two of the budgeted 12 months.

**Attachments**

Contract with Department of Veterans Affairs

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF 23 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00001	3. EFFECTIVE DATE 10/01/2020	4. REQUISITION/PURCHASE REQ. NUMBER 626-21-1-4138-0010		5. PROJECT NUMBER (if applicable) 0
6. ISSUED BY Department of Veterans Affairs Network Contracting Office 9 (90C) NCO 9 1639 Medical Center Parkway, Suite 400 Murfreesboro TN 37129	CODE	7. ADMINISTERED BY (If other than Item 6) Network Contracting Office 9 Department of Veterans Affairs Network Contracting Office (90C) 1639 Medical Center Parkway Suite 400 Murfreesboro TN 37129		CODE 90C
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  MURFREESBORO, CITY OF  111 W VINE ST  MURFREESBORO TN 37130		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
			9B. DATED (SEE ITEM 11)	
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 36C24920C0057	
			10B. DATED (SEE ITEM 13) 10-01-2019	
CODE 33CP3	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 626-3610162-4138-850300-2580 0100341Y2  
See CONTINUATION Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8 Option to Extend Services (November 1999)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to execute an Option to Extend Services under the contract, effective from 10/01/2020-11/30/2020.
- The Services for Line Item 0001 is hereby extended for the period of 10/01/2020-11/30/2020.
- The prices from Line Item 0001 is to be continued during this extension.
- This contract is increased by \$181,666.00 from \$1,089,996.00 to \$1,271,662.00.
- The Contractor shall reference IFCAP Obligation#626C10056 for all invoices for the period of 10/01/2020-11/30/2020.
- There are no other changes to the terms and conditions of this contract as a result of this modification.
- All other terms and conditions remain in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lori L. Ellis Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

PREVIOUS EDITION NOT USABLE  
 Approved by: Adam F. Tucker  
 Adam F. Tucker, City Attorney  
 43AZ033E51F9401...

## A.1 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EXTENDING CURRENT CONTRACT FOR 2 MONTHS CONTRACT FOR THE PERIOD OF 10/01/2020 THROUGH 11/26/2020 FOR: FULL SERVICE FIRE SUPPRESSION SERVICES FOR THE ALVIN C. YORK MEDICAL CENTER. SERVICES WILL BE PROVIDED AS SET FORTH IN THE TERMS AND CONDITIONS OF SUBJECT CONTRACT. THE VA TVHS WILL MONITOR THE ALARM SYSTEM DIRECTLY OR BY CONTRACT. UPON RECEIPT OF A FIRE ALARM, THE VA TVHS OR CONTRACT PERSONNEL WILL RELAY THE REQUIRED INFORMATION TO THE MURFREESBORO FIRE DEPT. LOCAL STOCK NUMBER: O-S1	2.00	MO	\$90,833.000000	\$181,666.00
Funding/Req. Number: 1				\$181,666.00	626-21-1-4138-0010
<b>GRAND TOTAL</b>					<b>\$181,666.00</b>

### ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	626-3610162-4138-850300 Facility Safety, Occupa-2580 Non-Medical Contract and-0100341Y2	626-21-1-4138-0010 (P)	\$181,666.00

## A.2 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	2.00	10/01/2020-11/30/2020
SHIP TO: Alvin C. York Campus 3400 Lebanon Pike Murfreesboro, TN 37129 USA		
MARK FOR: Jake Slivensky (615) 873-6958 jake.slivensky@va.gov		

## A.2. WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210  
|  
|  
|  
| Wage Determination No.: 2015-4647  
Daniel W. Simms Division of | Revision No.: 13  
Director Wage Determinations | Date Of Last Revision: 12/23/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Tennessee

Area: Tennessee Counties of Cannon Cheatham Davidson Dickson Hickman  
 Macon Maury Robertson Rutherford Smith Sumner Trousdale Williamson  
 Wilson

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.62
01012 - Accounting Clerk II		17.53
01013 - Accounting Clerk III		19.62
01020 - Administrative Assistant		24.56
01035 - Court Reporter		26.29
01041 - Customer Service Representative I		13.30
01042 - Customer Service Representative II		14.95
01043 - Customer Service Representative III		16.31
01051 - Data Entry Operator I		14.87
01052 - Data Entry Operator II		16.22
01060 - Dispatcher Motor Vehicle		17.90
01070 - Document Preparation Clerk		15.60
01090 - Duplicating Machine Operator		15.60
01111 - General Clerk I		13.70
01112 - General Clerk II		14.95
01113 - General Clerk III		16.78
01120 - Housing Referral Assistant		19.01
01141 - Messenger Courier		13.79
01191 - Order Clerk I		14.42
01192 - Order Clerk II		15.74
01261 - Personnel Assistant (Employment) I		15.89
01262 - Personnel Assistant (Employment) II		17.78

01263 - Personnel Assistant (Employment) III	19.81
01270 - Production Control Clerk	22.25
01290 - Rental Clerk	11.81
01300 - Scheduler Maintenance	15.25
01311 - Secretary I	15.25
01312 - Secretary II	17.06
01313 - Secretary III	19.01
01320 - Service Order Dispatcher	16.00
01410 - Supply Technician	24.56
01420 - Survey Worker	16.48
01460 - Switchboard Operator/Receptionist	14.25
01531 - Travel Clerk I	13.68
01532 - Travel Clerk II	14.48
01533 - Travel Clerk III	15.44
01611 - Word Processor I	13.67
01612 - Word Processor II	15.95
01613 - Word Processor III	17.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.51
05010 - Automotive Electrician	21.82
05040 - Automotive Glass Installer	20.01
05070 - Automotive Worker	20.67
05110 - Mobile Equipment Servicer	18.13
05130 - Motor Equipment Metal Mechanic	20.78
05160 - Motor Equipment Metal Worker	20.95
05190 - Motor Vehicle Mechanic	20.78
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	18.90
05280 - Motor Vehicle Wrecker	19.99
05310 - Painter Automotive	20.26
05340 - Radiator Repair Specialist	19.99
05370 - Tire Repairer	15.95

05400 - Transmission Repair Specialist	20.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.42
07041 - Cook I	13.33
07042 - Cook II	15.06
07070 - Dishwasher	10.23
07130 - Food Service Worker	10.64
07210 - Meat Cutter	14.98
07260 - Waiter/Waitress	8.78
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.27
09040 - Furniture Handler	12.18
09080 - Furniture Refinisher	17.51
09090 - Furniture Refinisher Helper	13.99
09110 - Furniture Repairer Minor	15.63
09130 - Upholsterer	16.89
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.21
11060 - Elevator Operator	12.11
11090 - Gardener	16.13
11122 - Housekeeping Aide	12.11
11150 - Janitor	12.11
11210 - Laborer Grounds Maintenance	12.78
11240 - Maid or Houseman	11.03
11260 - Pruner	11.59
11270 - Tractor Operator	15.12
11330 - Trail Maintenance Worker	12.78
11360 - Window Cleaner	13.35
12000 - Health Occupations	
12010 - Ambulance Driver	18.50
12011 - Breath Alcohol Technician	18.50
12012 - Certified Occupational Therapist Assistant	29.55

12015 - Certified Physical Therapist Assistant	29.42
12020 - Dental Assistant	17.45
12025 - Dental Hygienist	32.25
12030 - EKG Technician	24.71
12035 - Electroneurodiagnostic Technologist	24.71
12040 - Emergency Medical Technician	18.50
12071 - Licensed Practical Nurse I	16.71
12072 - Licensed Practical Nurse II	18.70
12073 - Licensed Practical Nurse III	20.84
12100 - Medical Assistant	16.20
12130 - Medical Laboratory Technician	21.15
12160 - Medical Record Clerk	18.61
12190 - Medical Record Technician	20.81
12195 - Medical Transcriptionist	17.08
12210 - Nuclear Medicine Technologist	34.50
12221 - Nursing Assistant I	11.00
12222 - Nursing Assistant II	12.38
12223 - Nursing Assistant III	13.50
12224 - Nursing Assistant IV	15.16
12235 - Optical Dispenser	19.70
12236 - Optical Technician	17.66
12250 - Pharmacy Technician	14.54
12280 - Phlebotomist	15.77
12305 - Radiologic Technologist	25.03
12311 - Registered Nurse I	24.32
12312 - Registered Nurse II	29.75
12313 - Registered Nurse II Specialist	29.75
12314 - Registered Nurse III	35.99
12315 - Registered Nurse III Anesthetist	35.99
12316 - Registered Nurse IV	43.13
12317 - Scheduler (Drug and Alcohol Testing)	22.91
12320 - Substance Abuse Treatment Counselor	19.31

13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.35
13012 - Exhibits Specialist II		23.96
13013 - Exhibits Specialist III		29.31
13041 - Illustrator I		20.73
13042 - Illustrator II		25.68
13043 - Illustrator III		31.42
13047 - Librarian		26.54
13050 - Library Aide/Clerk		13.05
13054 - Library Information Technology Systems Administrator		23.96
13058 - Library Technician		16.21
13061 - Media Specialist I		17.29
13062 - Media Specialist II		19.35
13063 - Media Specialist III		21.56
13071 - Photographer I		15.25
13072 - Photographer II		17.06
13073 - Photographer III		21.14
13074 - Photographer IV		25.86
13075 - Photographer V		31.28
13090 - Technical Order Library Clerk		16.39
13110 - Video Teleconference Technician		21.93
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.51
14042 - Computer Operator II		17.35
14043 - Computer Operator III		19.34
14044 - Computer Operator IV		21.49
14045 - Computer Operator V		22.35
14071 - Computer Programmer I	(see 1)	21.03
14072 - Computer Programmer II	(see 1)	26.05
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.51
14160 - Personal Computer Support Technician		21.49
14170 - System Support Specialist		27.80
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.75
15020 - Aircrew Training Devices Instructor (Rated)		35.78
15030 - Air Crew Training Devices Instructor (Pilot)		42.63
15050 - Computer Based Training Specialist / Instructor		30.75
15060 - Educational Technologist		30.05
15070 - Flight Instructor (Pilot)		42.63
15080 - Graphic Artist		25.51
15085 - Maintenance Test Pilot Fixed Jet/Prop		39.24
15086 - Maintenance Test Pilot Rotary Wing		39.24
15088 - Non-Maintenance Test/Co-Pilot		39.24
15090 - Technical Instructor		21.97
15095 - Technical Instructor/Course Developer		26.87
15110 - Test Proctor		17.74
15120 - Tutor		17.74
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.24
16030 - Counter Attendant		9.24
16040 - Dry Cleaner		11.61
16070 - Finisher Flatwork Machine		9.24
16090 - Presser Hand		9.24
16110 - Presser Machine Drycleaning		9.24
16130 - Presser Machine Shirts		9.24
16160 - Presser Machine Wearing Apparel Laundry		9.24
16190 - Sewing Machine Operator		12.34
16220 - Tailor		13.04

16250 - Washer Machine	10.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.74
19040 - Tool And Die Maker	25.33
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.79
21030 - Material Coordinator	22.25
21040 - Material Expediter	22.25
21050 - Material Handling Laborer	13.67
21071 - Order Filler	12.30
21080 - Production Line Worker (Food Processing)	15.79
21110 - Shipping Packer	14.90
21130 - Shipping/Receiving Clerk	14.90
21140 - Store Worker I	12.86
21150 - Stock Clerk	17.41
21210 - Tools And Parts Attendant	15.79
21410 - Warehouse Specialist	15.79
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.85
23019 - Aircraft Logs and Records Technician	23.22
23021 - Aircraft Mechanic I	27.40
23022 - Aircraft Mechanic II	28.85
23023 - Aircraft Mechanic III	30.29
23040 - Aircraft Mechanic Helper	20.52
23050 - Aircraft Painter	27.35
23060 - Aircraft Servicer	23.22
23070 - Aircraft Survival Flight Equipment Technician	27.35
23080 - Aircraft Worker	24.72
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.72
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.40

23110 - Appliance Mechanic	18.50
23120 - Bicycle Repairer	17.20
23125 - Cable Splicer	36.30
23130 - Carpenter Maintenance	20.53
23140 - Carpet Layer	20.57
23160 - Electrician Maintenance	23.22
23181 - Electronics Technician Maintenance I	24.32
23182 - Electronics Technician Maintenance II	25.58
23183 - Electronics Technician Maintenance III	26.95
23260 - Fabric Worker	19.31
23290 - Fire Alarm System Mechanic	27.02
23310 - Fire Extinguisher Repairer	18.21
23311 - Fuel Distribution System Mechanic	26.47
23312 - Fuel Distribution System Operator	21.14
23370 - General Maintenance Worker	18.02
23380 - Ground Support Equipment Mechanic	27.40
23381 - Ground Support Equipment Servicer	23.22
23382 - Ground Support Equipment Worker	24.72
23391 - Gunsmith I	18.21
23392 - Gunsmith II	20.57
23393 - Gunsmith III	22.79
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.35
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.53
23430 - Heavy Equipment Mechanic	23.48
23440 - Heavy Equipment Operator	18.11
23460 - Instrument Mechanic	22.79
23465 - Laboratory/Shelter Mechanic	21.63
23470 - Laborer	13.67
23510 - Locksmith	18.47
23530 - Machinery Maintenance Mechanic	23.17

23550 - Machinist Maintenance	19.54
23580 - Maintenance Trades Helper	14.13
23591 - Metrology Technician I	22.79
23592 - Metrology Technician II	24.00
23593 - Metrology Technician III	25.20
23640 - Millwright	25.95
23710 - Office Appliance Repairer	18.89
23760 - Painter Maintenance	17.24
23790 - Pipefitter Maintenance	23.92
23810 - Plumber Maintenance	22.70
23820 - Pneudraulic Systems Mechanic	22.79
23850 - Rigger	20.10
23870 - Scale Mechanic	20.57
23890 - Sheet-Metal Worker Maintenance	21.84
23910 - Small Engine Mechanic	18.15
23931 - Telecommunications Mechanic I	26.17
23932 - Telecommunications Mechanic II	27.56
23950 - Telephone Lineman	21.91
23960 - Welder Combination Maintenance	18.72
23965 - Well Driller	22.53
23970 - Woodcraft Worker	22.79
23980 - Woodworker	18.21
24000 - Personal Needs Occupations	
24550 - Case Manager	17.20
24570 - Child Care Attendant	10.77
24580 - Child Care Center Clerk	13.43
24610 - Chore Aide	10.10
24620 - Family Readiness And Support Services Coordinator	17.20
24630 - Homemaker	17.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.04

25040 - Sewage Plant Operator	21.12
25070 - Stationary Engineer	29.04
25190 - Ventilation Equipment Tender	21.50
25210 - Water Treatment Plant Operator	21.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.90
27007 - Baggage Inspector	11.98
27008 - Corrections Officer	19.75
27010 - Court Security Officer	21.41
27030 - Detection Dog Handler	15.10
27040 - Detention Officer	19.75
27070 - Firefighter	22.20
27101 - Guard I	11.98
27102 - Guard II	15.10
27131 - Police Officer I	21.08
27132 - Police Officer II	23.43
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.75
28042 - Carnival Equipment Repairer	13.49
28043 - Carnival Worker	10.06
28210 - Gate Attendant/Gate Tender	14.61
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	16.34
28510 - Recreation Aide/Health Facility Attendant	11.93
28515 - Recreation Specialist	16.77
28630 - Sports Official	13.02
28690 - Swimming Pool Operator	17.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.03
29020 - Hatch Tender	24.03
29030 - Line Handler	24.03
29041 - Stevedore I	22.56

29042 - Stevedore II	25.27
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.35
30022 - Archeological Technician II	19.70
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.40
30040 - Civil Engineering Technician	24.58
30051 - Cryogenic Technician I	25.52
30052 - Cryogenic Technician II	28.17
30061 - Drafter/CAD Operator I	17.35
30062 - Drafter/CAD Operator II	19.70
30063 - Drafter/CAD Operator III	21.97
30064 - Drafter/CAD Operator IV	26.34
30081 - Engineering Technician I	15.25
30082 - Engineering Technician II	16.67
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.20
30085 - Engineering Technician V	30.90
30086 - Engineering Technician VI	37.37
30090 - Environmental Technician	23.65
30095 - Evidence Control Specialist	22.11
30210 - Laboratory Technician	20.99
30221 - Latent Fingerprint Technician I	24.38
30222 - Latent Fingerprint Technician II	26.92
30240 - Mathematical Technician	24.40
30361 - Paralegal/Legal Assistant I	19.33
30362 - Paralegal/Legal Assistant II	23.95
30363 - Paralegal/Legal Assistant III	28.33
30364 - Paralegal/Legal Assistant IV	34.28

30375 - Petroleum Supply Specialist	27.05
30390 - Photo-Optics Technician	24.40
30395 - Radiation Control Technician	27.05
30461 - Technical Writer I	21.92
30462 - Technical Writer II	26.81
30463 - Technical Writer III	32.44
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	25.52
30502 - Weather Forecaster II	31.03
30620 - Weather Observer Combined Upper Air Or	(see 2) 21.97
Surface Programs	
30621 - Weather Observer Senior	(see 2) 23.57
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	14.48
31030 - Bus Driver	19.38
31043 - Driver Courier	15.49
31260 - Parking and Lot Attendant	10.81
31290 - Shuttle Bus Driver	16.52
31310 - Taxi Driver	11.73
31361 - Truckdriver Light	16.52
31362 - Truckdriver Medium	19.71
31363 - Truckdriver Heavy	22.04
31364 - Truckdriver Tractor-Trailer	22.04
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	10.41
99050 - Desk Clerk	10.32

99095 - Embalmer	26.38
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	12.57
99252 - Laboratory Animal Caretaker II	13.41
99260 - Marketing Analyst	28.19
99310 - Mortician	26.38
99410 - Pest Controller	18.34
99510 - Photofinishing Worker	15.96
99710 - Recycling Laborer	16.25
99711 - Recycling Specialist	19.23
99730 - Refuse Collector	14.73
99810 - Sales Clerk	11.55
99820 - School Crossing Guard	14.78
99830 - Survey Party Chief	22.72
99831 - Surveying Aide	15.33
99832 - Surveying Technician	20.37
99840 - Vending Machine Attendant	14.54
99841 - Vending Machine Repairer	17.52
99842 - Vending Machine Repairer Helper	14.54

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family

to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and

related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the

employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the  
"Service Contract Act Directory of Occupations" Fifth Edition (Revision 1)  
dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard  
Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
  
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
  
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
  
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Extend Agreements for Healthcare Ancillary Products

**Department:** Human Resources

**Presented by:** Pam Russell, HR Director

**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**

Extend employee benefit agreements for life insurance, long term disability, employee assistance program, and vision and add MED Retirees to the life insurance policy.

**Background Information**

The City secures employee insurance benefits from Minnesota Life Insurance, Cigna Long Term Disability Insurance, Life Services Employee Assistance Program, and VSP Vision Insurance. These agreements expire concurrently and can be extended per the terms of the agreements. These vendors are in compliance with their agreements and have provided good services. Extending the contracts will provide for continuity of benefits, which itself is a benefit to employees.

Additionally, consistent with Council's recent direction, the City will add MED Retirees to the City's life insurance benefit policy. This will continue the benefits previously provided by the Electric Department.

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

Providing strong benefit packages is critical to hiring and retaining an excellent workforce and providing superior services to the community.

**Fiscal Impact**

None for the contract extensions. All costs have been budgeted. The addition of MED Employees to the life insurance policy will incur \$3,900. There are sufficient funds budgeted to cover this expense.

**Attachments**

Extension agreements for:

- Minnesota Life Insurance
- Cigna LTD
- VSP Insurance
- Life Services EAP



## RATE CONFIRMATION

1. Policyholder: City of Murfreesboro
2. Policy Number(s): 33970
3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life and AD&D, and Child Life
4. The insurance rates included in this rate confirmation are net of commissions.
5. Underwriting company: Minnesota Life Insurance Company
6. Rate Coverage Period: August 1, 2020 – December 31, 2020

### Premium Rates:

Coverage	Current Rates		Renewal Rates	
	Rate per \$1,000 per month		Rate per \$1,000 per month	
Basic Active Life	\$0.095		\$0.095	
Basic Retiree Life			\$2.05	
Basic Active AD&D	\$0.020		\$0.020	
Employee and Spouse Supplemental Life*	Age	Rate	Age	Rate
	Under 25	\$0.05	Under 25	\$0.05
	25 – 29	\$0.06	25 – 29	\$0.06
	30 – 34	\$0.08	30 – 34	\$0.08
	35 – 39	\$0.09	35 – 39	\$0.09
	40 – 44	\$0.12	40 – 44	\$0.12
	45 – 49	\$0.21	45 – 49	\$0.21
	50 – 54	\$0.37	50 – 54	\$0.37
	55 – 59	\$0.61	55 – 59	\$0.61
	60 – 64	\$0.75	60 – 64	\$0.75
	65 – 69	\$1.31	65 – 69	\$1.31
	70 – 74	\$2.06	70 – 74	\$2.06
75**	\$2.38	75**	\$2.38	
Employee and Spouse Supplemental AD&D	\$0.020		\$0.020	
Child Life	\$0.109		\$0.109	

\*Please note, supplemental life rates do not include AD&D

\*\*Rates increase beyond age 75 and will be provided upon request.

Securian Financial Group

By *Susan Munson-Regala*  
Susan Munson-Regala

Date August 18, 2020

Title Vice President and Actuary

**ACKNOWLEDGEMENT BY AUTHORIZED REPRESENTATIVE OF POLICYHOLDER**

This document confirms that the rates stated above are the agreed upon rates for the specified policy numbers. These rates will be charged for coverage amounts effective during the Rate Coverage Period listed above. This renewal offer is subject to the current terms and conditions of the policies covering employees and their dependents. Minnesota Life reserves the right to adjust the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the 2020 renewal census.

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM**

DocuSigned by:

*Adam F. Tucker*

Adam F. Tucker, City Attorney



## RATE CONFIRMATION

1. Policyholder: City of Murfreesboro
2. Policy Number(s): 33970
3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life and AD&D, and Child Life
4. The insurance rates included in this rate confirmation are net of commissions.
5. Underwriting company: Minnesota Life Insurance Company
6. Rate Coverage Period: January 1, 2021 – December 31, 2023

### Premium Rates:

Coverage	Current Rates		Renewal Rates	
	Rate per \$1,000 per month		Rate per \$1,000 per month	
Basic Active Life	\$0.095		\$0.095	
Basic Retiree Life	\$2.050		\$2.050	
Basic Active AD&D	\$0.020		\$0.020	
Employee and Spouse Supplemental Life*	Age	Rate	Age	Rate
	Under 25	\$0.05	Under 25	\$0.05
	25 – 29	\$0.06	25 – 29	\$0.06
	30 – 34	\$0.08	30 – 34	\$0.08
	35 – 39	\$0.09	35 – 39	\$0.09
	40 – 44	\$0.12	40 – 44	\$0.12
	45 – 49	\$0.21	45 – 49	\$0.21
	50 – 54	\$0.37	50 – 54	\$0.37
	55 – 59	\$0.61	55 – 59	\$0.61
	60 – 64	\$0.75	60 – 64	\$0.75
	65 – 69	\$1.31	65 – 69	\$1.31
	70 – 74	\$2.06	70 – 74	\$2.06
75**	\$2.38	75**	\$2.38	
Employee and Spouse Supplemental AD&D	\$0.020		\$0.020	
Child Life	\$0.109		\$0.109	

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Securian Financial Group

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Susan Munson-Regala

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By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM**

DocuSigned by:

*Adam F. Tucker*

Adam F. Tucker, City Attorney



Alden Davenport  
Senior Consultant  
Mercer  
1801 W. End Ave.  
Suite 1400  
Nashville, TN 37203

Annie Perrine  
Senior Client Manager  
Cigna Group Insurance  
Phone 615.595.3391  
Annc.Perrine@Cigna.com

RE: City of Murfreesboro  
LK964182

Dear Alden-

Thank you for allowing Cigna Group Insurance to provide our mutual client, City of Murfreesboro with Long Term Disability coverage since January 2015. We are excited about the opportunity to continue this successful partnership.

Based on our analysis of the group's demographics, current plans and rates, we can commit to holding the group's current rates for up to an additional 12 months effective January 1, 2021. The next renewal date will be January 1, 2022.

Product	Policy Number	Inforce Rate <sup>(A)</sup>	Renewal Rate <sup>(A)</sup>	Coverage Basis	% Change
LTD	LK964182	\$0.355	\$0.355	Per \$100 of monthly covered payroll	0%

Cigna reserves the right to change premium rates if any of the following occurs:

- The policy terms change
- A division, subsidiary, eligible company, or class is added/deleted
- There is a change of more than 10% in the number of eligible employees since the date of the last census provided.

I am grateful for the opportunity to work with you and the City of Murfreesboro team, and look forward to our continued partnership!

X \_\_\_\_\_  
 (Authorized City Representative) *Adam F. Tucker*  
 Sincerely, Adam F. Tucker, City Attorney  
 43A2035E51F9401...

*Annie Perrine*  
Annie Perrine

Senior Client Manager

cc: Josh Paxton  
Lori Coon

\*Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided exclusively by such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), Cigna Health and Life Insurance Company (CHLIC), and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc

VSP® Renewal Exhibit for City of Murfreesboro

Group Number: 30034962

Renewal Effective Date: January 1, 2021



	VSP Choice Plan® Current Plan	VSP Choice Plan® Renewal Plan		
<b>Exam Copay</b>	\$10.00	\$10.00		
<b>Materials Copay</b>	\$25.00	\$25.00		
<b>Frequency:</b>				
Exam:	Every Calendar Year	Every Calendar Year		
Lenses:	Every Calendar Year	Every Calendar Year		
Frame:	Every Other Calendar Year	Every Other Calendar Year		
<b>VSP Primary EyeCare Plan<sup>SM</sup></b>	\$20 copay per visit	\$20 copay per visit		
<b>Exam Coverage</b>				
<b>WellVision Exam®</b>	Covered in full after copay	Covered in full after copay		
<b>Contact Lens Exam (Fitting &amp; Evaluation)</b>	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60		
<b>Routine Retinal Screening</b>	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.		
<b>Lens Coverage</b>				
<b>Basic Prescription Lenses: (Glass or plastic)</b>				
Single vision	Covered in full after copay	Covered in full after copay		
Lined bifocal				
Lined trifocal				
Lenticular				
<b>Lens Enhancements<sup>1</sup></b>	Most popular are covered with a copay, saving an average of 30%	Most popular are covered with a copay, saving an average of 30%		
	Single Vision	Multifocal	Single Vision	Multifocal
Anti-Reflective Coating:	\$41	\$41	\$41	\$41
All other Anti-Reflective Coating:	\$58 - \$85	\$58 - \$85	\$58 - \$85	\$58 - \$85
Polycarbonate for Children:	Covered in full	Covered in full	Covered in full	Covered in full
Polycarbonate for Adult:	\$31	\$35	\$31	\$35
Standard Progressives:	N/A	Covered in full	N/A	Covered in full
Premium & Custom Progressives:	N/A	\$95 - \$175	N/A	\$95 - \$175
Tints/Photochromics:	\$70	\$82	\$70	\$82
Scratch-Resistant Coating:	\$17	\$17	\$17	\$17
<sup>1</sup> Prices shown reflect standard selections; premium or custom options may also be available at additional costs.				
<b>Frame Coverage</b>				
<b>VSP Doctors</b>	\$130 allowance; plus 20% off any amount above the allowance	\$130 allowance; plus 20% off any amount above the allowance		
<b>Contact Lens Coverage</b>				
<b>Elective Contact Lenses (prescription contact lenses, in lieu of glasses)</b>	\$130 allowance	\$130 allowance		
<b>Necessary Contact Lenses</b>	Covered in full after copay	Covered in full after copay		



**First Amendment to EAP  
Service Agreement  
City of Murfreesboro, TN 1/1/2017**

This First Amendment is made effective as of the 1<sup>st</sup> day of January, 2021; to that certain Employee Assistance Services Agreement by and between Workplace Services Corporation d/b/a LifeServices EAP (CONSULTANT) and City of Murfreesboro, Tennessee (COMPANY).

This amendment is issued to extend the expiration date of original EAP Services Agreement (dated January 1, 2017) from December 31, 2020 to December 31, 2021. This amendment serves exclusively to extend the contract period.

Except as amended hereby, the Agreement shall continue to be and remain in full force and effect in accordance with its terms, covenants and provisions.

In witness whereof, the parties have executed this First Amendment to be effective as of the day and the year first above written.

"CONSULTANT"  
Workplace Services Corporation  
d/b/a LifeServices EAP

"COMPANY"  
City of Murfreesboro, Tennessee

By: 

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

Printed: DANNY WILLIAMSON, II

Printed: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: 9/21/20

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

APPROVED AS TO FORM

DocuSigned by:

Adam F. Tucker

43238518407 Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: September 24, 2020

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**Item Title:** Issue RFP for Flexible Spending Account

**Department:** Human Resources

**Presented by:** Pam Russell, HR Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Seeking approval to issue a Request for Proposal (RFP) for a Flexible Spending Account (FSA) Vendor.

**Background Information**

Currently the City's FSA agreement with Wage Works expires on December 31, 2020. The City is requesting to issue an RFP for this insurance product to ensure employees continue to receive the best service possible.

**Council Priorities Served**

*Excellent Services with a Focus on Customer Service*

FSA accounts offer a great tax benefit for our employees.

**Fiscal Impact**

The FSA has been accounted for in the budgeted.

**Attachments**

Flexible Spending Account RFP

# City of Murfreesboro



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## Request for Competitive Sealed Proposals (RFCSP)

for

## Section 125 Plan Administration

ISSUE DATE:

X/XX/2020

RESPONSE DUE DATE:

X/X/2020

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## 1. Overview

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified Respondents for administering the City's Section 125 plans, including the premium conversion plan, the unreimbursed medical and dependent care flexible spending accounts (FSAs), and the post-Medicare retirement Health Reimbursement Arrangement (HRA) to provide services for a three-year term commencing on January 1, 2021, with an option to extend by one (1) year for an additional 5 years.

The City of Murfreesboro, Tennessee is a municipality that currently employs about 1,103 active full-time employees and their dependents, 99 pre-Medicare early retirees/long term disabled and their dependents, and 207 post-Medicare retirees/long term disabled and their dependents. The City departments include but are not limited to: Police, Fire, Water Resources, Street, Solid Waste, Parks and Recreation, Engineering, Planning, Human Resources, Finance and Administration. The City's contract with its current Section 125 Administrator, WageWorks, expires on December 31, 2020.

The post-Medicare HRA is intended to be used for qualified HRA expenses including those expenses that are determined to be an eligible HRA expense by the IRS Code Section 213(d) as well as to pay premiums for any qualified health plan. Qualified HRA expenses include out-of-pocket expenses in connection with the retiree's medical benefits, such as:

- A. Deductibles;
- B. Coinsurance and copayments;
- C. Premiums for any qualified health plan (e.g., Medicare Parts B and D, Medicare Advantage plans, Medigap policies and other health care coverage such as dental, vision or hearing);
- D. Over-the-counter medications obtained with a prescription;
- E. Cost of services that insurance may not cover; and
- F. Other health care related expenses.

## 2. Purpose and Evaluation Method

The City is using the Competitive Sealed Proposal method of selection. The City will award the contract to the most responsible, responsive Proposer, whose Proposal meets the specifications of this Request for Competitive Sealed Proposals and whose Proposal is the most advantageous to the City after consideration of all of the requirements and evaluation factors described in Sections 4 & 5 below. The City will determine whether a Proposer is responsive by evaluating the completeness of the Proposal Submission and the acceptance, without exception or limitation, of the services requested. The City may conduct such investigations as they deem necessary to establish the responsibility, qualifications and abilities of Proposers including but not limited to the coordination of plan design components that emphasize financial incentives and other methods of increasing voluntary participation. The City reserves the right to reject any and all proposals.

The City will contract directly with organizations capable of performing the requirements of this Request for Competitive Sealed Proposals. Proposers must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract. Proposals must be exclusive of commissions or fees.

Proposers must specifically respond to all of the Specifications in Sections 4 & 5 of this Request for Competitive Sealed Proposals and to all questions.

There are certain requirements on which Proposers must meet to be qualified to bid, contained in Section 4. The factors that will be used to evaluate proposals are described in Section 5. The points allotted to each service are listed in Section 5. There are **100** total points possible. **Partial points may be awarded** based upon the strengths and abilities of the Proposer to provide some portion of the desired services.

The City may choose to interview one or more finalists after the proposals are evaluated or to allow written presentations of additional material relative to the proposal. Depending on such additional submittals, the City may, but is not required to, allow proposers to revise their proposal in order that the City may obtain the best final offer, all in accordance with TCA § 12-3-1207 and the City's procurement code.

Final contracts are expected to be presented to City Council for approval on \_\_\_\_\_, 2020.

### **REQUEST FOR COMPETITIVE SEALED PROPOSALS SCHEDULE**

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

<b>Description</b>	<b>Date</b>
RFCSP Issued	xx/xx/2020
Deadline for Submittal of questions	xx/xx/2020
Deadline for submittal of Proposal	xx/xx/2020
Finalist Presentations	xx/xx/2020, xx/xx/2020 xx/xx/2020
Selection	xx/xx/2020
City Council action	xx/xx/2020

### **3. Submittal Instructions**

- Proposers are required 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 free of charge at:  
<https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>.
- Questions concerning the Request for Competitive Sealed Proposals must be submitted to  
Cathy Smith, Interim Purchasing Director  
City of Murfreesboro  
111 West Vine Street  
P.O. Box 1139  
Murfreesboro, TN 37133-1139  
Telephone: (615) 849-2629  
Fax: (615) 849-2679

Email: [purchasing@murfreesborotn.gov](mailto:purchasing@murfreesborotn.gov)

Questions must be received by \_\_\_\_\_, **2020**. Questions must be in writing and sent through U.S. Mail, fax or email. Questions received after this time will not be answered.

- The City will post all questions, answers and any other additional information to **Vendor Registry**. Questions received by the above deadline will be answered.
- Five (5) paper copies and one (1) electronic copy of the Competitive Sealed Proposal must be received at:

City of Murfreesboro  
Purchasing Department  
111 West Vine Street  
P.O. Box 1139  
Murfreesboro, Tennessee 37133-1139

by \_\_\_\_\_, **2020** at which time they will be publicly opened. Proposals received after this time will not be considered.

#### **4. Requirements to Bid**

##### **4.1 Established Qualified Firm**

Provide details of company organization and support staff, including information regarding the selection, training and certifications of staff. Also include liability insurance, licensure information, and information regarding accreditation.

##### **4.2 Services Requested/Specifications**

The City feels it is prudent to request proposals at this time in order to ensure that it receives the best price and service for its employees, and is able to control the cost of its Section 125 plan administration. The City is also interested in obtaining exceptional customer service.

#### **5. Factors to be Evaluated - Using the point system described below**

<b><u>Criteria:</u></b>	<b><u>Description:</u></b>	<b>Points</b>
Transition/ Implementation	Describe the support your organization would provide for the transition of administration for the City. Include an implementation timeline for all components of the transition, including roll-over administration and communication with employees, debit cards, brochures, etc. Acknowledge your ability and experience working with multiple payroll cycles and accepting live checks versus sweeping accounts via electronic transfer.	15
Cost per Employee	The City wishes to receive a three year contract with the option to extend by one (1) year for an additional 5 years. Please complete the following table with your proposed pricing. The	15

premium conversion plan services shall be provided at no additional fee.

	2021	2022	2023
<b>PEPM for Medical and Dependent Care Flexible Spending Account (FSA) administration</b>			
Per employee per month for medical FSA only	\$	\$	\$
Per employee per month for dependent care FSA only	\$	\$	\$
Per employee per month for employee enrolled in BOTH medical and dependent care FSA	\$	\$	\$
Per employee per month for Debit Card	\$	\$	\$
<b>Other fees for Medical and Dependent Care Flexible Spending Account (FSA) administration</b>			
Implementation fee and one-time setup charge	\$	\$	\$
Minimum monthly fee	\$	\$	\$
Annual maintenance fee	\$	\$	\$
<b>PEPM for Retiree HRA administration</b>			
Per employee per month for retiree HRA	\$	\$	\$
Per employee per month for Debit Card	\$	\$	\$
<b>Other fees for Retiree HRA administration</b>			
Implementation fee and one-time setup charge	\$	\$	\$
Minimum monthly fee	\$	\$	\$
Annual maintenance fee	\$	\$	\$

Requests for Reimbursement

Provide your average turn-around time for manual (non-debit card) requests for reimbursement. Also provide an outline of your operation and audit procedure when a request for reimbursement is filed.

10

Customer Service	<ul style="list-style-type: none"> <li>a. Describe your customer service policies. Also provide your hours of service for customer service.</li> <li>b. Will your organization provide a dedicated Account Manager for employer related questions and/or issues?</li> </ul>	10
Debit Cards	<ul style="list-style-type: none"> <li>a. Will your organization absorb the cost of preparing and mailing debit cards?</li> <li>b. Are there any quantity limitations?</li> <li>c. What type of debit card is available? Include samples and pricing estimates.</li> <li>d. What procedures do you follow when processing debit card transactions?</li> </ul>	10
Online Capabilities	Describe your online capabilities for employer services such as enrollment, claim inquiries, and report access. Describe your online capabilities for employee access such as balance inquiry. Additional cost for online services should be quoted separately.	10
Qualifications	Respondents should be experienced in managing and administering flexible spending accounts. Describe your experience, including applicable accreditations, if any.	10
References	At least five references in total should be provided, and one of the five must be a former client. Include contact information and number of covered employees. A Tennessee government entity reference is preferred.	10
Additional Criteria	<p>All proposals must be submitted in writing. Criteria that will be used to determine award of the contract will include but will not be limited to the following:</p> <ul style="list-style-type: none"> <li>a. Sample of proposed contract for services.</li> <li>b. The scope and degree of services provided.</li> <li>c. Thoroughness and usefulness of reports provided to the City on a monthly basis. Please describe your reporting package and provide examples.</li> <li>d. Demonstrate competence and compliance with HIPAA Privacy regulations. Please describe.</li> <li>e. The ability to work with related vendors. Please describe.</li> <li>f. Thoroughness of the response to the RFCSP</li> </ul>	10

## 6 City Terms and Conditions

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

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

## 6.1 Standards

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

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

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

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

## 6.2 Warranties

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

## 6.3 Indemnification

a. Proposer 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 any Agreement entered, 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 Proposer from any claims arising from any failure, regardless of any language in any attachment or other document that Proposer may provide.**

## 6.4 Terms for Payment

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

## **6.5 Assignment**

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

## **6.6 Insurance**

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

- Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Comprehensive automobile liability insurance – Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
- Professional liability (errors and omissions) insurance affording professional liability insurance – to a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.
- Technology Errors and Omissions insurance - to include data breach and loss of personally identifiable information – to a limit of \$1,000,000 each claim, and \$2,000,000 aggregate. Such insurance policy shall include, at a minimum, coverage for data breach, data loss, and expense reimbursement.

In addition, Proposer must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

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

## **6.7 Scope of Insurance and Special Hazards**

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors against damage claims that may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

## **6.8 Governing Law and Venue**

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

## **6.9 Compliance with Laws**

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

## **6.10 Address and Proposal Submission**

All Proposals should be delivered to the City Manager, City of Murfreesboro, 111 West Vine Street, Murfreesboro, TN 37130; Attn: Section 125 Plan Administration. Proposals must be delivered by 2:00p.m. CDT, local time on \_\_\_\_\_, 2020.

## **6.11 Compliance with Iran Divestment Act.**

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

# **7 Guidelines for this Request for Competitive Sealed Proposals Process**

## **7.1 Basis for Proposals**

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

## **7.2 Proposer Terms and Conditions**

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

## **7.3 Disclosure of Proposals**

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

## **7.4 Late Proposals**

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

## **7.5 Signing of Proposals**

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

## **7.6 Cost of Proposal**

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

## **7.7 Conflict of Interest, Non-Collusion and Anti-Lobbying**

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

## **7.8 Ownership of Proposals**

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

## **7.9 Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

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

## **7.10 Right to Waive Irregularities**

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

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

## **7.11 Withdrawal of Proposals**

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

### **7.12 Amendment of Proposals**

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

### **7.13 Proposal as Firm Offer**

Responses to this RFCSP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposals must include a statement to that effect.

### **7.14 Exceptions to RFCSP Specifications**

Although the specifications stated in the RFCSP represent City's anticipated needs, there may be instances where it is in City's interest to permit exceptions to specifications and accept alternatives.

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

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

### **7.15 Consideration of Proposals**

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

### **7.16 Termination**

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

### **7.17 Taxes**

Proposer will be responsible for the payment of any applicable tax on the services it will provide. At the time of this RFCSP, neither the State of Tennessee nor the City impose a sales tax on services of this type. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

### **7.18 Award of Contract**

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred and eighty (180) days after the date of submitting proposals, and in no

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

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

### **7.19 Appeal Process**

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

### **7.20 Execution of Contract**

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

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

## **8 RFCSP Requirements and Format**

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

### **8.1 Cover with Table of Contents**

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

### **8.2 Transmittal Letter**

The transmittal letter will indicate the intention of the Proposer to adhere to the provisions described in the RFCSP without modification. The letter of transmittal should:

- 1) Identify the submitting organization;
- 2) Identify the person, by name and title, authorized to obligate the organization contractually;
- 3) Identify the contact person responsible for this response and specify phone, fax, and email address;
- 4) Explicitly state that Proposer has reviewed and accepted the City's Terms and Conditions;
- 5) State that it has included any additional terms or conditions or documents which it requires;
- 6) Identify any and all exceptions or "deal breakers" to the RFCSP requirements;
- 7) Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. If partners are used, they must also guarantee their section of the proposal for 180 days;
- 8) Acknowledge completion of the Fee Proposal; and
- 9) Be signed by a person authorized to contractually obligate the organization.

### **8.3 Proposal**

- 1) Your proposal must include your response to the section 5 evaluation criteria.
- 2) Proposer Profile: The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.
- 3) Qualifications: Proposer's qualifications to perform the services requested that will also address the evaluative criteria.
- 4) Experience: Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's providing the services, allegations of HIPAA violations, and/or allegations of federal or state regulatory violations in provision of services similar to those requested.
- 5) References: Please provide references for at least five organizations in the United States of similar size and type to City for whom Proposer is providing or has provided similar services. Identify any public sector experience in Tennessee.
- 6) Key Personnel: Identify and provide a brief professional resume of the key personnel anticipated to be used to provide the services sought.
- 7) Data Analysis: Provide a description of the data methodologies and security to be utilized in providing the services sought. Describe HIPAA compliance practices and procedures.
- 8) Communications: Describe strategies and methods the Proposer has developed to communicate with clients in similar efforts.
- 9) City's responsibilities: Identify and briefly describe the role and responsibilities the Proposer would expect City to perform in achieving delivery of the requested services.
- 10) Scheduling: Provide a tentative strategy and timeline for delivery of the services sought or a description of how such strategies and timeline would be developed if the Proposer is selected.
- 11) Fee Proposal: The City is interested in receiving a fee proposal which reflects the existing expertise of the Proposer and its ability to deliver the requested services using efficient, proven methods at a reasonable cost. The City requires each Proposer to submit an all-inclusive flat fee for the requested services. The flat fee may be the same for each year of the proposed three year term or may vary, e.g., higher in 2021 because

of the procurements to be completed in the initial year, but should not be unbalanced. Proposers may, if they wish, submit a fee proposal which is an alternative to the required flat fee proposal. One or more of such alternatives may be submitted. Any such alternative fee proposal should clearly indicate the rationale for the alternative proposals, the method of calculating the fee and any discrete fees, e.g. separate actuarial or audit fees.

## **9. Submittal**

**All Proposals should be delivered to the Purchasing Department, City of Murfreesboro, 111 West Vine Street, Murfreesboro, TN 37130; Attn: Section 125 Plan Administration. Proposals must be delivered by 2:00p.m. CDT, local time on \_\_\_\_\_, 2020.**

## Iran Divestment Act

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

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

Title: \_\_\_\_\_

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



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

Proposer, 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. Proposer 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.

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Name of Proposer

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Printed Name and Title of Principal Officer

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Signature by Principal Officer

**REFERENCE LISTING FORM**

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

1 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

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

2 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

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

3 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

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

4 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

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

5 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_

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

My company has been in this type of business for \_\_\_\_\_ years

State License Number: \_\_\_\_\_

Expires: \_\_\_\_\_

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



**SEALED QUOTATIONS & PROPOSAL ENCLOSED**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

\_\_\_\_\_

**Company Telephone Number:** \_\_\_\_\_

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

**Solicitation No: RFCSP-05-2021 - Section 125 Plan Administration  
Solicitation Due Date & Time (CDT): xx/xx/2020 at 2:00 pm**

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Network Cyber Security Service  
**Department:** Information Technology Department  
**Presented by:** Chris Lilly

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Purchase of Network Security Service.

**Staff Recommendation**

Approve of the purchase of the proposed network monitor and security service.

**Background Information**

IT Department proposes to secure a network cybersecurity service to address potential network intrusion from malicious internet activity. Several network security products were reviewed, and one service was selected unanimously.

The recommended solution is a hybrid service/appliance that will monitor and prevent malicious network attacks from outside of our network. For security purposes, the vendor and software name are withheld from public disclosure.

**Fiscal Impacts**

Expenses for this service have been budgeted. Installation cost is \$2,000 with an annual service contract of \$31,200.

## COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Contract Extension - Axon Enterprise, Inc.

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

Ordinance

Resolution

Motion

Direction

Information

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**Summary**

Extension of contract with Axon Enterprise, Inc. (Axon).

**Staff Recommendation**

Approve the extension of the contract with Axon for purchase of Conducted Energy Devices (CEDs).

**Background Information**

CEDs, or Tasers, are non-lethal law enforcement tool employed by the Police Department. The initial contract with Axon was submitted and approved at the council meeting on May 19, 2016. Extension of this contract will allow the Department to continue to purchase CEDs and accessories at the quoted prices.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

CED's 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**

None at this time; this action merely extends the existing contract. Funding for purchases will budgeted and appropriated as the equipment is needed.

**Attachments:**

1. Contract
2. Axon Enterprise, Inc. Extension

**FOURTH AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
AXON ENTERPRISE, INC**

This Fourth Amendment ("Fourth Amendment") to the Contract entered May 20, 2016 ("Contract") is effective as of this First Day of July 2020, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Axon Enterprise, Inc., a corporation of the State of Arizona, ("Contractor").

**RECITALS**

WHEREAS, on May 20, 2016, the City entered into a contract with Axon Enterprise, Inc., for Taser Equipment for the Murfreesboro Police Department; and,

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

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Clause 2 of the current Contract for an additional year; and

WHEREAS, Clause 2 of the Contract and Section 1.3.3 of the Invitation to Bid provided for the extension of the contract for a second, third, fourth and fifth contract periods contingent upon the City's satisfaction with supplied product, service, and delivery; and,

WHEREAS, Clause 2 of the Contract and Section 1.3.3 (2) of the Invitation to Bid provided that price increases on bid items after the initial period will be negotiable and subject to mutual agreement by City and Contractor; and,

WHEREAS, Clause 2 of the Contract and Section 1.3.3 (3) of the Invitation to Bid provided that Contractor must submit price increases prior to March 1 of each year (2017, 2018, 2019, and 2020) for approval and acceptance by the City Manager; and,

WHEREAS, Contractor has submitted the price increases for the 2021 Contract year as set forth on Attachment A to this Amendment; and,

WHEREAS, the City approves and accepts the price increases set forth on Attachment A for the 2021 Contract year; and:

NOW THEREFORE, the City and Contractor mutually agree:

1. Extend the term of the current Contract, from July 1, 2020 until June 30, 2021.
2. Update the pricing in accordance with the attached Exhibit A, which will be effect until December 31, 2020. Any future price increases are subject to the mutual agreement of the City and Contractor in accordance with Section 1.3.3 of the City's Invitation to Bid ("ITB-60-2016-Police Tasers").
3. All other terms of the contract shall remain the same.

*[signatures appear on the following page]*

IN WITNESS WHEREOF, the parties enter into this agreement as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**CITY OF MURFREESBORO**

**AXON ENTERPRISES, INC.**

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

\_\_\_\_\_  
Robert Driscoll, VP, Assoc. Gen.

Approved as to form:

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

Police Department  
KARL DURR  
Chief of Police  
(615) 849-2673  
kdurr@murfreesborotn.gov



Approved by Council 5/19/16  
gm

**May 13, 2016**

Honorable Mayor and Members of City Council:

**CONSENT AGENDA**

**RE: Acceptance of Bids for Tasers 2016**

As an item for the consent agenda at the next scheduled Council meeting, it is the recommendation of the Chief of Police that City Council accept the bids for Tasers 2016 for the Police Department as outlined below in the Recommendation section.

**Background**

*Purpose:*

To secure competitive bids for the purchase of Tasers to be issued to Murfreesboro Police Officers.

*Scope of Work:*

An Invitation to Bid (ITB) was issued on Monday, April 25, 2016 and a Legal Notice was published in the Murfreesboro Post on Monday, April 25, 2016. Bids were received and opened on Wednesday, May 11, 2016 at 2:00 p.m. local time in the Office of the City Manager. The initial contract period for this bid quotation is from the date of the bid award until June 30, 2017. All bid prices shall be effective until June 30, 2017. The second, third, fourth and fifth contract periods (July 1 through June 30) of the contract shall be subject to the City's satisfaction with supplied Tasers and accessories. Any price increases must be submitted by the successful bidder prior to March 1 of each respective period for acceptance and approval by the City Manager.

*Selection process*

One (1) bid was received from Taser International, Inc. and was examined to determine if they met the bid requirements as set forth in the ITB. The bid tabulation sheet, of which a copy is provided for your reference, reflects the one (1) bid received and that bidder (Taser International, Inc.) met all bid requirements.



Police Department  
KARL DURR  
Chief of Police  
(615) 849-2673  
kdurr@murfreesborotn.gov



**May 19, 2016**

**Honorable Mayor and Council Members:**

I respectfully request Council acceptance of additional information relative to a Consent Agenda item (**Item 1.C. – Consider recommendations of the Chief of Police: Bids for the purchase of Tasers 2016.**) presented to Council for consideration this evening, May 19, 2016.

A second (2<sup>nd</sup>) bid response had been received from Gulf States Distributors, Inc. for the Tasers 2016 ITB by the required date and time (Wednesday, May 11, 2016 at 2:00 p.m.), however, the bid response was inadvertently overlooked when the bids were opened and it appeared only one (1) bid from Taser International, Inc. had been received. The bid price from Gulf States Distributors, Inc. is **\$1,831.69** and is **\$7.97 less (\$1,839.66 - \$1,831.69)** than the Taser International, Inc. bid of **\$1,839.66** as reflected on the Revised Tasers 2016 Bid Tabulation Sheet provided for your reference. Evaluation of the bid response from Gulf States Distributors, Inc. revealed the Non-Collusion Affidavit of Prime Bidder had not been completed properly, therefore, the bid response from Gulf States has been rejected.

As stated in the original Consent Agenda request for this evening, May 19, 2016, I respectfully request Council award the bids for Tasers 2016 to Taser Intentional, Inc. and approve the purchase of the 24 Tasers and accessories to be funded from the 2015-2016 Police Department budget, Line 93.

Attachments

1. Revised Tasers 2016 Bid Tabulation Sheet

Sincerely,

James K. Durr  
Chief of Police

C: Robert J. Lyons, City Manager  
Jim Crumley, Assistant City Manager  
Jennifer Moody, Assistant City Manager  
Deputy Chief Mike Bowen  
Assistant Chief Eric Cook

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
TASER INTERNATIONAL, INC.  
TASERS 2016**

This Contract is entered into on this May 20, 2016, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TASER INTERNATIONAL, INC.**, a corporation of the State of Delaware ("Contractor") having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255. This Contract consists of the following documents:

- ***Invitation to Bid issued April 25, 2016***
- ***Bid specifications issued April 25, 2016***
- ***Contractor's Bid Response dated May 11, 2016***
- ***This Contract***

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

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid & Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** The City has awarded the bid to the Contractor. Contractor agrees to provide any of these specific items as set forth in the attached Bid Response upon receipt of a purchase order from the City.
2. **Term.** This Contract shall not be effective until approved by the City Council and signed by all required parties and will be effective until June 30, 2017. The second, third, fourth and fifth periods of this Contract shall be subject to the conditions as set forth in Section 1.3.3 of the Invitation to Bid (ITB).
3. **Payment and Delivery.**
  - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number. Invoices are due to be paid within thirty (30) days of the date of invoice. If a delinquent account is sent to collections, the City is responsible for all collection and attorney's fees.
  - 3.2. All items must be available for delivery within thirty (30) days of bid award. Delivery shall be within thirty (30) days after placement of order.
  - 3.3. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
  - 3.4. Contractor reserves the right to make partial shipments and products may ship from multiple locations. All shipments are F.O.B. via common carrier and title and risk of loss does not pass to the City until delivered and accepted by the City. The Contractor is responsible for all freight charges. Any loss or damage that occurs during shipment is the Contractor's responsibility. Shipping dates are estimates only. The City may reject nonconforming Product by providing

Contractor written notice of rejection within fourteen (14) days of receipt of the Product. Failure to notify Contractor within the 14-day rejection period will be deemed as acceptance of Product. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for warranty repair or replacement, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.

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

4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid. Awarded bidder will honor price(s) for other local governments.
5. **Warranty.** All items purchased shall be protected by a manufacturer's warranty against defects in parts, materials and workmanship for a period of not less than forty-eight (48) months (4 years) from the date of delivery (unless otherwise specified). Warranty Returns may be made via direct pickup by Contractor's representative, or by commercial carrier at the Contractor's discretion. If a commercial carrier is used, shipping costs for the return of merchandise, as well as any replacement cost for items lost in transit, are to be borne by the Contractor.

5.1 Hardware Limited Warranty. Contractor warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If Contractor determines that a valid warranty claim is received within the warranty period, Contractor agrees to repair or replace the Product. Contractor's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Contractor's option.

#### 5.2 Warranty Limitations.

- 5.2.1 The warranties do not apply and Contractor will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Contractor; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Contractor authorized personnel or without the written permission of Contractor; or (e) if any TASER serial number has been removed or defaced.
- 5.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Contractor disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty

described above and limited by the other provisions contained in this Agreement.

- 5.2.3 Contractor's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to Contractor for the product or if for services, the amount paid for such services over the prior twelve (12) months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

5.3 Warranty Returns.

- 5.3.1 If a valid warranty claim is received by Contractor within the warranty period, Contractor agrees to repair or replace the Product which Contractor determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Contractor's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Contractor's option.
- 5.3.2 For warranty return and repair procedures, including troubleshooting guides, please go to Contractor's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.
- 5.3.3 Before delivering product for warranty service, it is the City's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. Contractor is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.
- 5.3.4 A replacement product will be new or like new and have the remaining warranty period of the original product or ninety (90) days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Contractor's property.

- 6 **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 7 **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
- 8 **Termination—Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.
- 9 **Termination—Notice.** City may terminate this Contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized TASER and/or accessories received as of the termination date.
- 10 **Effect of Termination.** Upon any termination of this Agreement: (a) all City rights under this Agreement immediately terminate; (b) the City remains responsible for all fees and charges incurred through the date of

termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and City Responsibilities Sections will continue to apply in accordance with their terms.

- 11 **After Termination.** Contractor will not delete any City Content as a result of a termination during a period of ninety (90) days following termination. During this 90-day period the City may retrieve City Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve City Content). The City will not incur any additional fees if City Content is downloaded from Evidence.com during this 90-day period. Contractor has no obligation to maintain or provide any City Content after this 90-day period and will thereafter, unless legally prohibited, delete all of City Content stored in the Evidence.com Services. Upon request, Contractor will provide written proof that all City Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12 **Post-Termination Assistance.** Contractor will provide City with the same post-termination data retrieval assistance that Contractor generally makes available to all customers. Requests for Contractor to provide additional assistance in downloading or transferring City Content will result in additional fees and Contractor will not warrant or guarantee data integrity or readability in the external system.
- 13 **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 14 **Notices.**
  - 14.1 Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
  - 14.2 Notices to Contractor shall be mailed or hand delivered to TASER International, Inc., Attention: Bobby Driscoll, Director of Sales Operations, 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255.
- 15 **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 16 **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the Contract may be approved by the City Manager.
- 17 **Partnership/Joint Venture.** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- 18 **Waiver.** No waiver of any provision of this 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.
- 19 **Employment.** Contractor shall 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.
- 20 **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 contract, Contractor certifies and warrants it will comply with this policy.

21 **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

21.1 Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

21.2 Any claims, damages, penalties, costs and reasonable attorney fees arising from any failure of Contractor, 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.

22 **Attorney Fees.** Contractor 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 City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

23 **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT **MUST** BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

Contractor may assign or otherwise transfer this Agreement or any of Contractor's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

24 **Contractor's Terms and Conditions.**

24.1 **Definitions.**

"**Business Day**" means Monday through Friday, excluding holidays.

"**Confidential Information**" means all nonpublic information disclosed by Contractor, Contractor affiliates, business partners of Contractor or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"**Documentation**" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"**Installation Site**" means the location(s) where the Products are to be installed.

"**Policies**" means the trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms reference in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"**Products**" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates by TASER under this Agreement.

**"Bid"** is an offer to sell, is valid only for products and services listed on the bid at prices on the quote. All Bids referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement.

**"Resolution Time"** means the elapsed time between Contractor's acknowledgement of an issue until the problem in the Services has been resolved, which does not include time delays caused by the City or by third parties outside of Contractor's reasonable control.

**"Services"** means all services provided by Contractor pursuant to this Agreement.

- 24.2 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 24.3 **Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.
- 24.5 **Design Changes.** Contractor reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the City or to make the same change to products and services previously purchased.
- 24.6 **IP Rights.** Contractor owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to Contractor.
- 24.7 **IP Indemnification.** Contractor will defend, indemnify, and hold the City indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The City must provide Contractor with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

Contractor has no liability to the City or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the City or any third party not approved by Contractor; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Contractor; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Contractor as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement.

24.8 **General.**

- 24.8.1 **Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.
- 24.8.2 **Excusable delays.** Contractor will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Contractor's reasonable control Contractor has the right to delay or terminate the delivery with reasonable notice.

- 24.8.3 **Proprietary Information.** The City agrees that Contractor has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the City will not directly or indirectly cause any proprietary rights to be violated.
- 24.8.4 **Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 24.8.5 **No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 24.8.6 **U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the City is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the City will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 24.8.7 **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 25 **Entire Contract.** This Contract, Invitation to Bid, Bid Specifications, and Contractor's Bid Response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 26 **Force Majeure.** No party shall have 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 war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
- 27 **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
- 28 **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 29 **Severability.** Should any provision of this 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 this contract.

30 **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the City's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

30.1 Notices to City shall be sent to:

**Department:** City of Murfreesboro Administration  
**Attention:** City Manager  
**Address:** Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

30.2 Notices to Contractor shall be sent to:

**Contractor:** Taser International, Inc.  
**Attention:** Bobby Driscoll, Director of Sales Operations  
**Address:** 17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

31 **Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

32 **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

**IN WITNESS WHEREOF:**

**CITY OF MURFREESBORO**

**TASER INTERNATIONAL, INC.**

By:   
Shane McFarland, Mayor

By:   
Josh Isner, EVP of Global Sales

Approved as to form:

  
Craig Tindall, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Main Street Banner Request

**Department:** Street Department

**Presented by:** Jenny Licsko

**Requested Council Action:**

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

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**Summary**

Requests from the Parks and Recreation Department and the Exchange Club of Murfreesboro to hang a banner across East Main Street.

**Staff Recommendation**

Approve banners to be displayed as follows:

1. Parks Department from August 20 -30, 2021 to promote the *75th Annual City Tennis Tournament at the Adams Tennis Complex.*
2. Exchange Club of Murfreesboro from May 22 - 31, 2021 to promote *The Healing Field – Flags of Remembrance.*

**Background Information**

Displaying the Parks Department’s banner will promote ticket sales and community involvement. The Exchange Club’s Healing Field on Memorial Day weekend promotes patriotism by recognizing the sacrifices of our Veterans.

These organizations will hang a banner across Main Street at the traditional banner location in front of Central Magnet School. No other requests conflict with these dates.

**Council Priorities Served**

*Establish strong City brand*

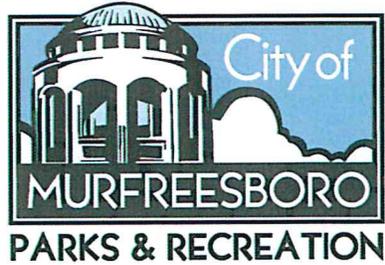
Banners over East Main Street communicates and engages our community in various activities thereby enhancing the City reputation as an active, involved community.

**Fiscal Impact**

None.

**Attachments**

1. Letter of request from Murfreesboro Parks and Recreation Department.
2. Letter of request from The Exchange Club of Murfreesboro.



September 4, 2021

To the Mayor and City Council,

Murfreesboro Parks and Recreation is requesting to hang a banner across East Main Street from August 20, 2021 – August 30, 2021 to promote the 75<sup>th</sup> Annual City Tennis Tournament at the Adams Tennis Complex which will be held in September. Jenny Licsko has indicated these dates are available.

Thank you,

A handwritten signature in blue ink that reads "Melinda Tate". The signature is written in a cursive, flowing style.

Melinda Tate  
Marketing Coordinator  
Murfreesboro Parks & Recreation  
(615) 809-4866



# EXCHANGE

EXCHANGE CLUB OF MURFREESBORO, TN

PO Box 12348 Murfreesboro TN 37129-0047

WrightDonTN@GMail.com 615-904-4807

September 03, 2020

Jenny Licsko  
Administrative Aide II  
City of Murfreesboro  
Street Department  
620 West Main Street  
Murfreesboro TN 37130

**RE: Main Street Banner  
Healing Field – Flags of Remembrance by The Exchange Club  
MAY 22 to MAY 31, 2021**

The Exchange Clubs of Murfreesboro would like to reserve the use of the gratis banner space across East Main Street in order to again promote the Annual “Healing Field – Flags of Remembrance” over Memorial Day Weekend, 2021.

The Exchange Club of Murfreesboro will provide the proper banner and hardware requirements.

Sincerely,



Don Wright

# COUNCIL COMMUNICATION

Meeting Date: 9/24/2020

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**Item Title:** Amendment to Contract with TDOT for FY20 Preventive Maintenance Expenses

**Department:** Transportation (Rover)

**Presented by:** Russ Brashear, Assistant Transportation Director

**Requested Council Action:**

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

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**Summary**

State match contract to Federal Grant for preventive maintenance.

**Staff Recommendation**

Approve Amendment to Contract with the TDOT for Preventive Maintenance funds for fiscal year 2020.

**Background Information**

In December 2019 Council approved the original State match contract in the amount of \$25,000 with the understanding the total match could increase \$10,000 by the end of the fiscal. With the award of CARES Act funding effective January 20, 2020, the amount needed to close out the fiscal year was greatly reduced. To complete FY20, additional funding from the State in the amount of \$313 is required. This would bring the total State match to \$25,313.

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be used for transit-related expenses.

**Fiscal Impacts**

The City's portion of the additional grant matching funds, \$313 was budgeted in FY 20.

**Attachments:**

1. Award Notification Letter
2. Award Notification Contract DG-20-61688-01 (Project # 755307-S3-026)



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES**  
SUITE 1200, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2781

CLAY BRIGHT  
COMMISSIONER

BILL LEE  
GOVERNOR

September 8, 2020

Russ Brashear, Assistant Transportation Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

RE: City of Murfreesboro – Amendment Increasing Funding by \$313.00  
TDOT Project No.: 755307-S3-016  
FTA Project No.: TN2019-029

Dear Mr. Brashear,

Enclosed is a draft contract for the above-referenced grant project. If corrections are required, please send a return email with the highlighted changes on the draft (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version and obtain the appropriate signatures.

**Due to the Covid-19 crisis, we no longer require hard copies of signed draft contracts to be sent to our Office via U.S.P.S.**

**The signed draft contract should be saved as a .pdf file. Please send the digital file of the draft contract via email to [Mary.Probst@tn.gov](mailto:Mary.Probst@tn.gov), and copy [TDOT.MultiModalAdmin@tn.gov](mailto:TDOT.MultiModalAdmin@tn.gov).**

If you have any questions, please do not hesitate to contact this Office.

Sincerely,

Mary A. Probst  
Transportation Program Monitor 2  
[Mary.Probst@tn.gov](mailto:Mary.Probst@tn.gov)  
(615) 532-6577

Enclosure

c: Kaitlyn McClanahan  
TDOT Finance, electronic copy grant contract  
Project file, w/ signed original contract

 <h2 style="margin: 0;">GRANT AMENDMENT</h2>					
Agency Tracking # 40100-00820		Edison ID 61688		Contract # Z-20-5307-09	
Contractor Legal Entity Name City of Murfreesboro				Amendment # 1	
Edison Vendor ID 4110				Amendment Purpose & Effect(s) Amendment Increases Funding for Capital Assistance	
Amendment Changes Contract End Date:			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: December 31, 2021
TOTAL Contract Amount of INCREASE per this Amendment (zero if N/A):					\$313.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	\$25,000.00				\$25,000.00
2021	\$313.00				\$313.00
<b>TOTAL:</b>	<b>\$25,313.00</b>				<b>\$25,313.00</b>
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE  Z-20-5307-09-A		
Speed Chart (optional)		Account Code (optional) 71302000			

Address #12

**AMENDMENT ONE  
OF GRANT CONTRACT Z-20-5307-09**

This Grant Contract Amendment is made and entered by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-five Thousand, Three Hundred and Thirteen Dollars and No Cents (\$25,313.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract section D.8. Communications and Contracts is deleted in its entirety and replaced with the following:

D.8. Communications and Contracts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

A Randolph, Transportation Program Monitor 1  
Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
James K. Polk Building, Suite 1200  
505 Deaderick Street  
Nashville, Tennessee 37243  
R.A.Randolph@tn.gov  
Telephone # (615) 532-7834

The Grantee:

Russ Brashear, Assistant Transportation Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
rbrashear@murfreesborotn.gov  
Telephone Number: (615) 893-6441  
FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.  
All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- 3. Grant Contract Attachment ATTACHMENT ONE is deleted in its entirety and replaced with the new attachment ATTACHMENT ONE attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

---

SHANE MCFARLAND, MAYOR DATE

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

---

ADAM TUCKER, CITY ATTORNEY DATE  
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

09-20-18 AMEND-G

TDOT PROJECT NO.: 755307-S3-026  
FTA PROJECT NO.: TN2019-029  
DGA NO: DG20-61688-01

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**CLAY BRIGHT, COMMISSIONER**

**DATE**

---

**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**

TDOT PROJECT NO.: 755307-53-026  
 FTA PROJECT NO.: TN2019-029  
 DGA NO: DG20-61688-01

**ATTACHMENT ONE**

**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
<b>SCOPE—CAPITAL</b>					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$25,313.00	\$202,502.00	\$25,313.00	\$25,313.00	\$253,128.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
<b>SCOPE—PLANNING</b>					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99.xx.xx					
<b>SCOPE - OTHER</b>					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$25,313.00	\$202,502.00	\$25,313.00	\$25,313.00	\$253,128.00

\*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307-S3-026  
FTA PROJECT NO.: TN2019-029  
DGA NO: DG20-61688-01

**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**

<b>Line Item Detail For: CAPITAL</b>	<b>State</b>	<b>Federal</b>	<b>Grant Contract</b>	<b>Grantee</b>	<b>Total Project</b>
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$25,313.00	\$202,502.00	\$25,313.00	\$25,313.00	\$253,128.00
<b>TOTAL</b>	<b>\$25,313.00</b>	<b>\$202,502.00</b>	<b>\$25,313.00</b>	<b>\$25,313.00</b>	<b>\$253,128.00</b>

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

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**Item Title:** Amending the Sign Ordinance  
[Public Hearing Required]

**Department:** Planning

**Presented by:** Robert Holtz, Building and Codes 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

Amendment to the Sign Ordinance.

## Staff Recommendation

Conduct a public hearing and amend the Sign Ordinance as requested.

The Planning Commission recommended approval of the Sign Ordinance amendment.

## Background Information

The Building and Codes Department presented a request to amend Sections 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and 25.2-26 of the Sign Ordinance [2020-802] regarding, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-thru lanes, and gasoline pumps; (2) decreasing the time a confiscated temporary sign can be claimed and increasing the fee of temporary signs picked up in the ROW; (3) prohibiting certain materials from use in signage; (4) reducing the maximum allowable size of temporary signs; and (5) allowing murals on more than two sides of a building. During its regular meeting on August 5, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. We also had a stakeholders meeting March 23, 2020 to discuss these changes.

## Council Priorities Served

*Improve economic development*

By allowing newer sign technology to be used at drive thru lanes will allow businesses more options.

*Maintain public safety*

Reducing temporary sign sizes will help reduce visual clutter and distractions.

**Attachments:**

1. Ordinance 20-O-28
2. Planning Commission staff comments from 08/05/2020 meeting
3. Planning Commission minutes from 08/05/2020 meeting

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 5, 2020**

**SIGN ADMINISTRATOR: TERESA STEVENS**

- 4.b. Sign Ordinance Amendment [2020-802] to amend Murfreesboro City Code, Chapter 25.2 Signs, Section 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of “External Customer Transaction Portal” and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps, (2) decreasing the time a temporary sign can be claimed and increasing the fee of temporary signs picked up in the ROW, (3) prohibiting certain materials from use in signage, (4) reducing the maximum allowable size of temporary signs, and (5) allowing murals on more than two sides of a building.**

**Added Definition:**

The Sign Ordinance provides definitions for words or terms that may deviate from the Webster’s Eleventh Collegiate Dictionary and or the International Building Code. To more clearly define a specific use of signage in Section 25.2-26 On Site Permanent Signs, Staff is proposing adding the term and definition ‘ External Customer Transaction Portal (ECTP)’ – as a location where an activity or event that can be measured in terms of money and which affects the financial position or operations of the business entity. Examples include, but are not limited to, ATM machines, fuel dispensers and DVD rental kiosks.

**On-Site Permanent Signs, Section 25.2-26**

- Signs for an ‘External Customer Transaction Portal (ECTP)’ will be allowed under the new Sign Ordinance proposal.
- The proposed ordinance will allow one changeable sign per External Customer Transaction Portal (ECTP), the sign (video screen) shall be no greater than 3 square feet and no more than 6 feet above grade.
- These signs will be required to automatically adjust to ambient light conditions.



(Example of ECTP)

This is a continuation of Section 25.2-26 and will allow the use of what is commonly termed as a digital menu board in drive thru lanes. Staff recognizes the technology has transitioned as such that allowing these types of signs is a benefit to our customers and the community. The following additions are being proposed.

- One nine square foot 'pre order' board.
- One menu or reader board that is no more than twenty square feet.
- One order station of no more than nine square feet and may include up to a three square feet video display insert to display orders being processed.
- Sign must be placed between the beginning of each drive lane (stacking lane) and the 1st pick up window.
- The signs must be equipped to automatically adjust to ambient light conditions.
- No greater than six feet in over all height.



(Examples from L-R, pre order menu board, ordering station and a menu board)



(Example of Drive Thru or 'Stacking' Lane)

### **Violations and Penalties, Section 25.2-4 and Section 25.2-25 Temporary Signs**

Staff is proposing amending Section 25.2-4(B) *Signs Placed in Right of Way*, by increasing the return fee for signs 5 ½ square feet and under to \$15.00, an increase of \$10.00 per sign and increasing the return fine of signs over 5 ½ square feet to \$75.00, an increase of \$50.00 per sign. Currently the City will hold confiscated signs for 10 days, staff is proposing this be decreased to 5 business days.

Additionally, staff proposes deleting Section 25.2-25(F) Violations; penalties from Temporary Signs as it duplicates Section 25.2-4 Violations; penalties.

### **Prohibited Signs and Other Regulations, Section 25-2-24**

Currently Section 25.2-24(A)(18) is 'reserved', staff proposes replacing 'reserved' with the following, "Signs which are constructed from painted and unpainted tires; exposed razor or barbed wire; or wood, metal, or plastic pallets", making these materials as prohibited for use as a sign.

### **Temporary Signs, Section 25.2-25**

In subsection (C)(12) *Other Temporary Signs*, staff is proposing the size of other temporary signs be reduced from thirty-two (32) square feet to sixteen (16) square feet, the maximum height reduced from twelve feet (12') to six feet (6') and signs may not be placed so as to appear to be one sign that exceeds sixteen (16) square feet.

**Exemptions, Section 25.2-23, Prohibited Signs and Other Regulations, Section 25.2-24 and Temporary Signs, Section 25.2-25**

The Sign Ordinance defines a mural as a painting or graphic applied directly to a wall or permanent surface, other than a window, which contains no advertising material. Since murals are not allowed on the front building elevation, staff needed to clarify, for the purposes of this subsection, what defines a front elevation on corner lots. This change will define front elevation as the exterior wall or elevation that is substantially parallel to the public street or right of way reflected by the building's street address.

Murals are also addressed in Section 25.2-25, Temporary Signs at subsection (D)(17), staff is proposing deleting this section in its entirety and substituting 'reserved'.

**Additional Information**

Section 5 of this Ordinance (changes to allowable Temporary Signs) shall become effective six months from the date of passage. The remainder of this Ordinance shall take effect fifteen (15) days after the date of passage.

**Public Hearing**

The applicant will be available at the Planning Commission meeting to discuss the proposed zoning amendment. The Planning Commission should conduct a public hearing, discuss the matter, and then formulate a recommendation to the City Council

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 5, 2020

CITY HALL

6:00 P.M.

## MEMBERS PRESENT

Ken Halliburton, Vice-Chair  
Jennifer Garland  
Ronnie Martin  
Warren Russell  
Chase Salas  
Eddie Smotherman

## STAFF PRESENT

Matthew Blomeley, Assistant Planning Director  
Teresa Stevens, Sign Administrator  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Roman Hankins, Assistant City Attorney  
Robert Holtz, Building & Codes Director

Vice-Chairman Ken Halliburton called the meeting to order after determining there was a quorum. Mr. Warren Russell made a motion to approve the minutes of the July 8, 2020 and July 15, 2020, Planning Commission meetings, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

## Public Hearings

### **Street renaming [2020-901] to rename an approximately 700'-long segment of East Overall Creek Road to Constantine Drive, City of Murfreesboro Planning Department applicant.**

Mr. Matthew Blomeley summarized the street renaming proposal from the staff report which had been provided to the Planning Commission in the agenda packet. Staff feels this request to rename this portion of roadway would help eliminate confusion at the current intersection of East Overall Creek Road and Constantine Drive and would be in the public interest. Notices had been mailed to the adjacent residents and Staff is not aware of any opposition to this street renaming.

Vice-Chairman Ken Halliburton opened the public hearing.

**Mr. Kevin Atwood, representing Alcorn Properties** – said his company owns the one house and property which fronts this segment of roadway. They support the renaming of this portion of East Overall Creek Road.

Vice-Chairman Ken Halliburton closed the public hearing.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 5, 2020

Mr. Eddie Smotherman made a motion to approve, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

**Sign Ordinance Amendment [2020-802] to amend Murfreesboro City Code, Chapter 25.2 Signs, Section 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of “External Customer Transaction Portal” and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows, and gasoline pumps; (2) decreasing the time a temporary sign can be claimed and increasing the fee of temporary signs picked up in the ROW; (3) prohibiting certain materials from use in signage; (4) reducing the maximum allowable size of temporary signs; and (5) allowing murals on more than two sides of a building, City of Murfreesboro Building and Codes Department applicant.**

Ms. Teresa Stevens summarized the staff report which had been provided to the Planning Commission in the agenda packet. She made known a stakeholders meeting had been conducted on June 2, at 5:00 p.m. at City Hall. Some changes were made after the stakeholders meeting based on the input. Continuing, Ms. Stevens began a PowerPoint presentation to explain the proposed changes to the Sign Ordinance.

The Planning Commission began discussing the proposed amendments. Mr. Eddie Smotherman commented on digital signs that are being displayed at local fueling stations. He recommended for these types of signs to be reviewed further to address the display lighting on the screen during the day and at night. He would like the digital display screen lighting to be consistent throughout the City.

Mr. Ronnie Martin asked if the proposed amendments would apply to the current campaign signs. Ms. Teresa Stevens answered that it would not affect the current campaign signs. Vice-Chairman Ken Halliburton asked about limits for temporary signs for tenants at a commercial development. Ms. Stevens explained temporary signs were addressed by parcel. She explained that three temporary signs were permitted by parcel. Vice-Chairman Ken Halliburton wanted to know, if these proposed amendments were approved, how would it affect tires that are being used as

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 5, 2020**

temporary signs? Ms. Stevens explained that temporary signs would not be permitted to be “grandfathered-in”. Mr. David Ives stated this amendment would allow the City to regulate temporary tire signs.

Ms. Jennifer Garland asked if area sign companies and businesses would be notified about the proposed amendments. Ms. Stevens stated they would make every effort to provide the information to area businesses and provide this information on the city’s website. In addition, it was discussed during the stakeholders meeting. Mr. Robert Holtz stated that, if the proposed amendments were approved by the Planning Commission and City Council, the changes would go into effect after 6 months. During that 6 months, they would be contacting sign companies, developers, and businesses to advise them of existing violations.

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the Sign Ordinance Amendment; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

**Mr. Ronnie Martin made a motion to approve as presented, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.**

## **Staff Reports and Other Business**

Mr. Eddie Smotherman recommended for staff to review electronic message boards further.

Vice-Chairman Ken Halliburton asked for an update regarding the updates to the Murfreesboro 2035 future land use map. Mr. Matthew Blomeley stated that City staff is working with consultants Ragan Smith by holding weekly meetings. At this time, he does not have an exact timeframe for completion; however, Staff will provide more information during the August 19, 2020 day meeting.

**ORDINANCE 20-O-28** amending Murfreesboro City Code, Chapter 25.2 Signs, Sections 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of “External Customer Transaction Portal” and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps, (2) allowing the immediate disposition of temporary signs picked up in the ROW, (3) prohibiting certain materials from use in signage, (4) reducing the maximum allowable size of temporary signs, and (5) allowing murals on more than two sides of a building.

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

SECTION 1. Section 25.2-2, Definitions; interpretation, of the Murfreesboro City Code is hereby amended at subsection (A) by adding the following definition in appropriate alphabetical order:

*“External Customer Transaction Portal (ECTP)”*: An exterior location where an activity or event that can be measured in terms of money and which affects the financial position or operations of the business entity. Examples include, but are not limited to: ATM machines, fuel dispensers, and DVD rental kiosks.

SECTION 2. Section 25.2-4, Violations; penalties, of the Murfreesboro City Code is hereby amended at subsection (B), *Signs Placed in Right of Way*, by deleting subsection (B)(1) and (B)(2) in their entirety and substituting in lieu thereof the following:

(B)(1) Signs five and one-half square feet and under - \$15.00 return fee. If the sign is not claimed within 5 business days, the City may consider it abandoned and destroy same.

(B)(2) Signs over five and one-half square feet - \$75.00 return fee. If the sign is not claimed within 5 business days, the City may consider it abandoned and destroy same.

SECTION 3. Section 25.2-23, Exemptions, of the Murfreesboro City Code is hereby amended at subsection (A)(6) by deleting the subsection in its entirety and substituting in lieu thereof the following:

(6) Murals placed on a side or rear wall or elevation. Murals placed on front elevation are prohibited. See Section 25.2-24.

SECTION 4. Section 25.2-24, Prohibited signs and other regulations, of the Murfreesboro City Code is hereby amended at subsections (A)(18) and (A)(23) by deleting the word ‘Reserved’ and substituting in lieu thereof the following:

- (18) Signs which are constructed from painted or unpainted tires; exposed razor or barbed wire; or wood, metal, or plastic pallets.
- (23) Murals placed on a front wall or elevation. For purposes of this subsection, the front wall or elevation of a building shall be the exterior wall or elevation that is substantially parallel to the public street or right of way reflected by the building's street address.

SECTION 5. Section 25.2-25, Temporary Signs, of the Murfreesboro City Code is hereby amended at subsection (C)(12) by deleting subsections (C)(12)(b), (C)(12)(c), and (C)(12)(i) in their entirety and substituting in lieu thereof the following:

- (b) Size – sixteen (16) square feet maximum
- (c) Height – six (6) feet maximum
- (i) Other Limitations- On-site only. Multiple signs shall not be placed so as to appear to be one sign that exceeds sixteen (16) square feet.

SECTION 6. Section 25.2-25, Temporary Signs, of the Murfreesboro City Code is hereby amended at subsection (D)(17) by deleting it in its entirety and substituting in lieu thereof the following:

- (17) Reserved.

SECTION 7. Section 25.2-25, Temporary Signs, of the Murfreesboro City Code is hereby amended by deleting subsection (F), Violations; penalties, in its entirety and marking as “Reserved.”

SECTION 8. Section 25.2-26, On-site permanent sign requirements, of the Murfreesboro City Code is hereby amended at subsection (C)(9), Allowable changeable signs, by adding the following subsection to the end thereof:

- (g) A ‘changeable sign-electronic graphic display’ or a ‘changeable sign-video display’ sign may be used at a point of sale or an automated External Customer Transaction Portal (ECTP), the location of which must be shown on a site plan and approved by the Planning Department, prior to the issuance of a sign permit pursuant to Chapter 25.2, subject to the following:

[1] At an External Customer Transaction Portal (ECTP)

- [aa] An External Customer Transaction Portal (ECTP) shall be allowed one ‘changeable sign-video display’ sign per station that is no greater than three (3) square feet.

[bb] The 'changeable sign-video display' sign can be no more than six (6) feet above the adjacent ground.

[cc] Signs must be equipped to automatically adjust to ambient light conditions.

[2] At Drive Thru Lanes and Point of Sale Sites

[aa] Drive Thru Lanes as shown on approved site plans shall be permitted the following signs at each drive lane.

(i) One nine (9) square foot 'changeable sign- electronic graphic display' sign.

(ii) One 'changeable sign- electronic graphic display' sign menu or reader board that is no more than twenty (20) square feet.

(iii) One order station 'changeable sign- electronic graphic display' sign of no more than nine (9) square feet which can include no more than three (3) square feet of changeable sign-video display signage.

(iv) Signs allowed by (i), (ii), and (iii) of this subsection (g)[2][aa];

a. Must be placed between the beginning of each drive lane (stacking lane) and the 1<sup>st</sup> pick up window.

b. Must be equipped to automatically adjust to ambient light conditions.

c. Shall have a maximum six (6) feet in overall height.

SECTION 9. That Section 5 of this Ordinance shall become effective [PLACEHOLDER: six months from the date of passage]. The remainder of 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

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

2<sup>nd</sup> 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: 09/24/2020

---

**Item Title:** Zoning for property located along Northwest Broad Street  
[First 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"/>

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**Summary**

Zoning of approximately 78 acres located along Northwest Broad Street.

**Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

**Background Information**

D.R. Horton, Inc. presented to the City a zoning application [2019-424] for approximately 78 acres located along Northwest Broad Street to be zoned PUD (Planned Unit District). During its regular meeting on November 6, 2019, the Planning Commission conducted a public hearing on this matter and then voted to defer action. At its regular meeting on January 14, 2020, the Planning Commission considered the zoning request under "Old Business" and then voted to recommend its approval.

The City Council conducted a public hearing on this matter on April 30, 2020, as well as a public hearing regarding the companion annexation and plan of services. At that meeting, Council voted to approve the annexation and plan of services but voted to defer action on the PUD zoning request. Since that time, the applicant has revised plans to, among other things, decrease the total number of dwelling units by 87 and increase the separation from the industrially zoned property in the adjacent Northstar Industrial Park Subdivision.

Although some issues have been addressed, staff continues to have the following concerns:

- The proposed residential uses are incompatible with the adjacent industrial uses in the neighboring Northstar Industrial Park. This application creates an incompatibility where none exists today.
- The single-family residential detached homes are highly garage-dominant with insubstantial front porches, creating an undesirable streetscape. The

proposed driveways in front of the townhomes leave very little room for greenspace in the front, which from a street level results in a neighborhood dominated by driveways and vehicular parking. Rear townhome elevations lack detail and variety of construction materials creating a lower standard and diminished long-term value than what would result from a marginal construction expense.

- Pursuant to statute, the Plan of Services for this development states that it can technically be served by City services. However, because the proposed development lies in a small pocket of the City roughly two miles outside the bulk of the City's current boundaries, extending services—police, fire, solid waste, and schools—to this medium-density development will stretch the City's resources without adjoining property development that normally mitigates the increased costs. As a result, these costs are unduly allocated to existing taxpayers. From a public safety standpoint, the primary fire response, Station #5, must use Florence Road, a path that crosses to Northwest Broad Street over an at-grade railroad crossing that is at times blocked for more than 15 minutes. The development will also be zoned for Overall Creek Elementary School, requiring bus service extension and travel over an at-grade railroad crossing.

### **Council Priorities Served**

#### *Improve Economic Development*

This rezoning will enable the development of several proposed commercial outparcels, generating sales tax revenues for the City.

#### **Attachments:**

1. Ordinance 20-OZ-01
2. Letter from applicant's representative detailing revisions to the pattern book since the 4/30 City Council meeting
3. Updated River Landing PUD pattern book
4. Planning Commission staff comments from 11/06/2019 and 01/14/2020 meetings
5. Maps of the area
6. Planning Commission minutes from 11/06/2019 and 01/14/2020 meetings

September 16, 2020

Margaret Ann Green  
City of Murfreesboro Planning Department  
111 West Vine Street  
Murfreesboro, TN 37130

RE: Summary of Revisions to the Concept Plan and Rezoning Booklet  
River Landing PUD  
Murfreesboro, TN  
SEC No. 18250

Dear Margaret Ann,

This letter is to outline the revisions that have been made to the Concept Plan and Rezoning Booklet for River Landing PUD. These revisions reflect items discussed at the April 30, 2020 City Council Public hearing.

The major changes to the plan and booklet are:

- The single family renderings were revised to be more photo realistic as well as add more brick on the front elevations while maintaining our previous commitments to all the extra details on the elevations.
- We have also committed to at least 50% of the homes having brick or stone front elevations.
- We eliminated 87 total residential dwellings. The reduction consisted of 6 single family detached homes and 81 townhomes.
- The reduction in dwellings puts the density of the residential portion of the project at 4.06 dwelling units per acre.
- The project's "sewer density" is 3.93 sfu/acre when considering the commercial and residential combined.
- We increased the landscape buffer along the boundary of the neighboring industrial zoned properties to be at least 50 feet wide.
- We added a 5 foot tall berm to the 50 foot wide buffer combined with a Type C Landscape Buffer.
- We rearranged a portion of the townhomes and single family lots to remove them from the floodplain and create more open access to the stream directly along the public roads.
- Eliminated a cul-de-sac at north end of the project to eliminate dwellings and create more green areas.
- We have offered to install a camera at the proposed traffic signal to alert the fire department of when the tracks are blocked.

Additionally, our previous commitments remain in place

- We are still committed to completing all traffic improvements to NW Broad which included turn lanes at both entrances and a traffic signal at the Singer Road intersection.
- We remain committed to constructing the previously presented enhanced townhome elevations.
- The commercial aspect of the property will remain in the project to fulfill the mixed-use vision of the site.
- The project is still willing to utilize all private services for solid waste pick-up.
- The abundant amenity package and the timing of those amenities is unchanged.

The following pages outlines the variety of changes made to each page since our last submittal of the book back from April 30, 2020.

Cover Page

- Revised cover for new submittal date.

Page 4

- Updated dwelling count numbers, to reflect the reduction in detached and attached single family dwellings to 197 and 95, respectively. The changes of the residential dwelling count resulted in a decrease in density to 4.06 du/ac. Added a tabulation of the "sewer density" as 3.93 sfu/acre.

Page 7

- Revised density number to 4.06 du/acre in the text.

Page 13

- Corrected the dwelling counts and the associated densities in the charts.
- Listed Property's Sewer Density as 3.93 sfu/acre.
- Moved all dwelling units to 50 feet from western property line.
- Removed cul-de-sac in northwest corner of the site.
- Decreased single family attached dwelling counts by 81.
- Decreased single family detached dwelling counts by 6.
- Moved single family detached lots along Overall Creek in middle portion of project to the northeast corner of the property.
- Adjusted location of townhomes on northern end of project to be moved away from Overall Creek.

Page 14

- Updated dwelling counts and acreages in the Phasing Chart to reflect decreased density.

Page 16

- Added a commitment that 50% of all front elevations of single family detached homes will be brick or stone.

Page 17

- Updated single family home building elevations and renderings to be more photorealistic.

Page 17

- Updated open space calculations to increase to over 40 acres and over 50% of the site based on the reduction in dwelling unit counts

Page 22

- The diagram was revised to show a 5-foot tall berm in the 50-foot separation between the back of the townhomes

Page 29

- Revised Chart in Item 6 to account for the decreased dwelling unit count

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-890-7901. My email address is [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com). Our fax number is 615-895-2567.

Sincerely,



Matt Taylor, P.E.  
Vice-President  
SEC, Inc.



## RIVER LANDING

REQUEST FOR ANNEXATION AND REZONING TO PLANNED UNIT DISTRICT (PUD)  
Murfreesboro, Tennessee

**Initial Submittal**

July 1, 2019

**Re-submittal**

October 10, 2019 for the October 16, 2019  
Planning Commission Meeting

**Re-submittal**

October 29, 2019 for the November 6, 2019  
Planning Commission Public Hearing

**Re-submittal**

January 6, 2020 for the January 14, 2020  
Planning Commission Workshop Hearing

**Re-submittal**

March 2, 2020 for the March 19, 2020  
City Council Public Hearing

**Re-submittal**

September 17, 2020 for the September 24, 2020  
City Council Meeting

**SEC, Inc.**

SEC Project #18250

**D·R·HORTON®**  
*America's Builder*

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**SEC, Inc.**

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

850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129

Company Name: DR Horton, Inc.  
Profession: Developer  
Attn: Matt Dowdle  
Phone: (615) 776-4493  
Email: [MSDowdle@drhorton.com](mailto:MSDowdle@drhorton.com)

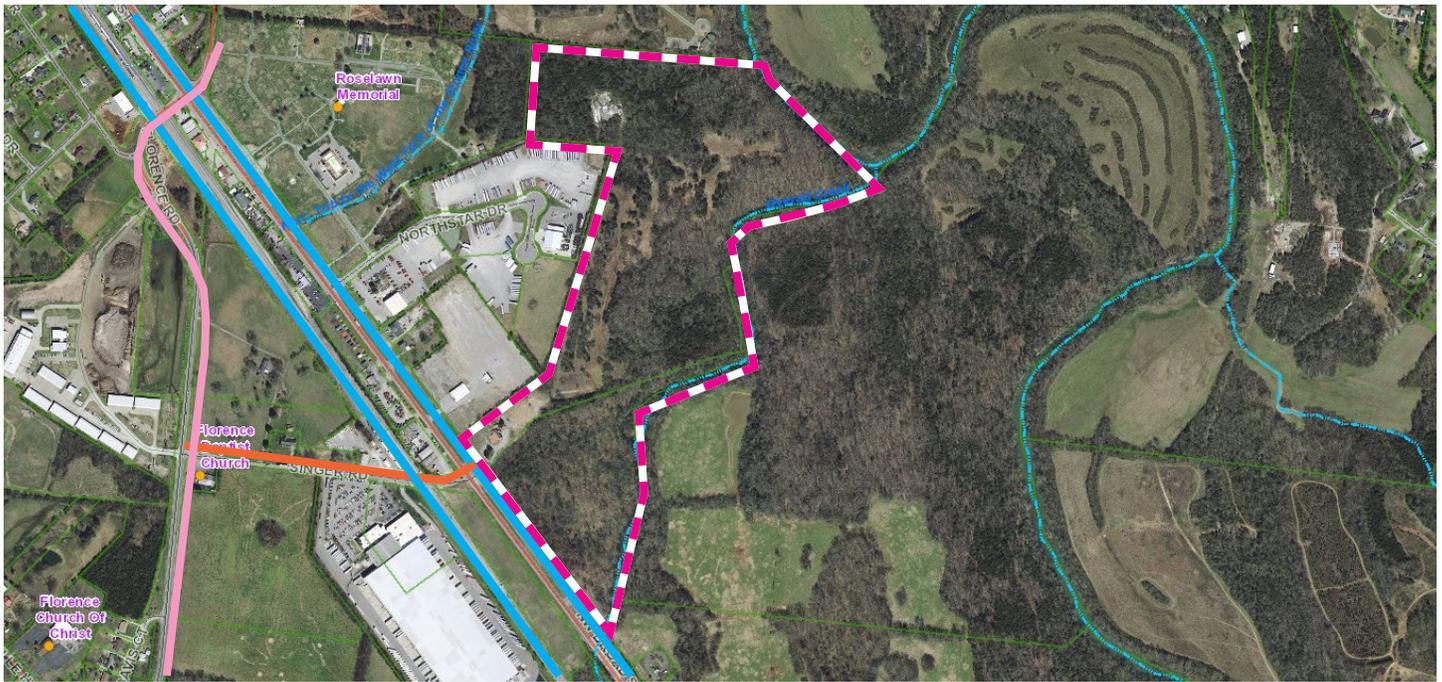
7175 Nolensville, Rd. Ste 202  
Nolensville, TN 37135

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*America's Builder*

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AERIAL PHOTOGRAPH

Not To Scale 

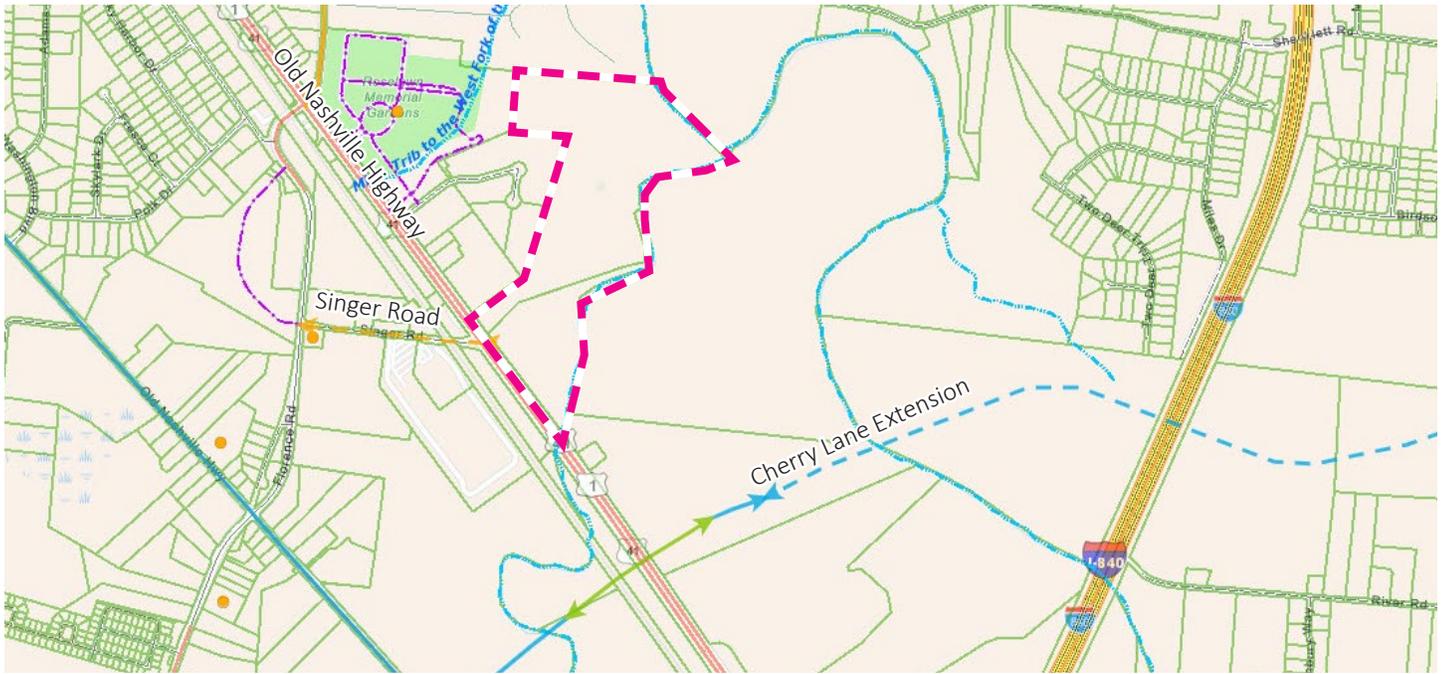
-  Northwest Broad Street (US 41)
-  Florence Road
-  Singer Road



Site Boundary

DR Horton, Inc. respectfully requests rezoning and annexation of the Mary H. Hord and Springboard Holdings, Inc. properties at 5200 Northwest Broad Street from Medium Density Residential (RM) in Rutherford County, along with Light Industrial (LI) and Residential Single-Family (RS-15) in the City of Murfreesboro, to a Planned Unit District (PUD) within the City of Murfreesboro to create the River Landing PUD. The property is located along the northeast side of Northwest Broad Street (Highway 41). Singer Road intersects Northwest Broad Street near the southwest corner of the site. The site is identified as Parcels 4.00 and 27.01 of Tax Map 57 and is approximately 78.58 acres.

The request for rezoning to a PUD is to create River Landing. The development will consist of 95 single-family detached lots, and 197 single-family attached townhomes for a total of 292 dwelling units on  $\pm 71.99$  acres of residential property for a density of  $\pm 4.06$  units per acre. The single-family detached lots will be a minimum of 5,000 square feet, with homes having a minimum of 1,250 sf. of living space. Single-family detached homes will have a minimum of two bedrooms and a minimum two car garage. All single-family detached lots will be for sale. While single-family attached townhomes will be sold fee simple, and will be a minimum of 1,200 sf. of living space. Single family attached townhomes will have two to three bedrooms and a minimum of a one car front entry garage. Garage doors will complement the architecture of both types of homes in the development. The homes elevations will be constructed of masonry materials to add quality and character to the community. Each home and townhome will have foundation landscaping at the base of the front elevation, along with sodded front yards. Standard street lights will add character and continuity to the neighborhood. All mail will be provided by central mail kiosk(s). The Phase 1 and 2 entrances off of Northwest Broad Street will incorporate development entrance signage, that will be anchored with landscaping and lighting. The H.O.A. will maintain all residential common areas. In addition to the residential portion of the development, there will be  $\pm 6.59$  acres of commercial property along the Northwest Broad Street (US 41). Commercial lots will not be part of the residential H.O.A. With commercial and residential combined, the property's sewer density is 3.93 du/ac.



2040 MAJOR THOROUGHFARE PLAN (MTP)

Not To Scale 

-  Singer Road (3-Lane Committed)
-  Cherry Lane Extension (5-Lane Committed)
-  Cherry Lane Extension (5 - Lane Proposed)
-  Cherry Lane Extension (4-Lane Proposed)



The property will have two access points to existing public rights-of-way along Northwest Broad Street (Highway 41), both will provide ingress and egress into the site. Northwest Broad Street is currently a 4-lane median divided roadway, and is not currently slated for improvements. The western entrance of the site will be at the intersection of Northwest Broad Street and Singer Road. Singer Road is committed to be improved from a two lanes to a three lane roadway. The property is located near the future intersection of Northwest Broad Street and the Cherry Lane Extension as proposed in the 2040 Major Thoroughfare Plan. The Cherry Lane Extension will provided vehicular access to Memorial Boulevard (Highway 31) to the north, and a future interchange with Interstate 24 to the southwest of the project.



**SUBDIVISION MAP**

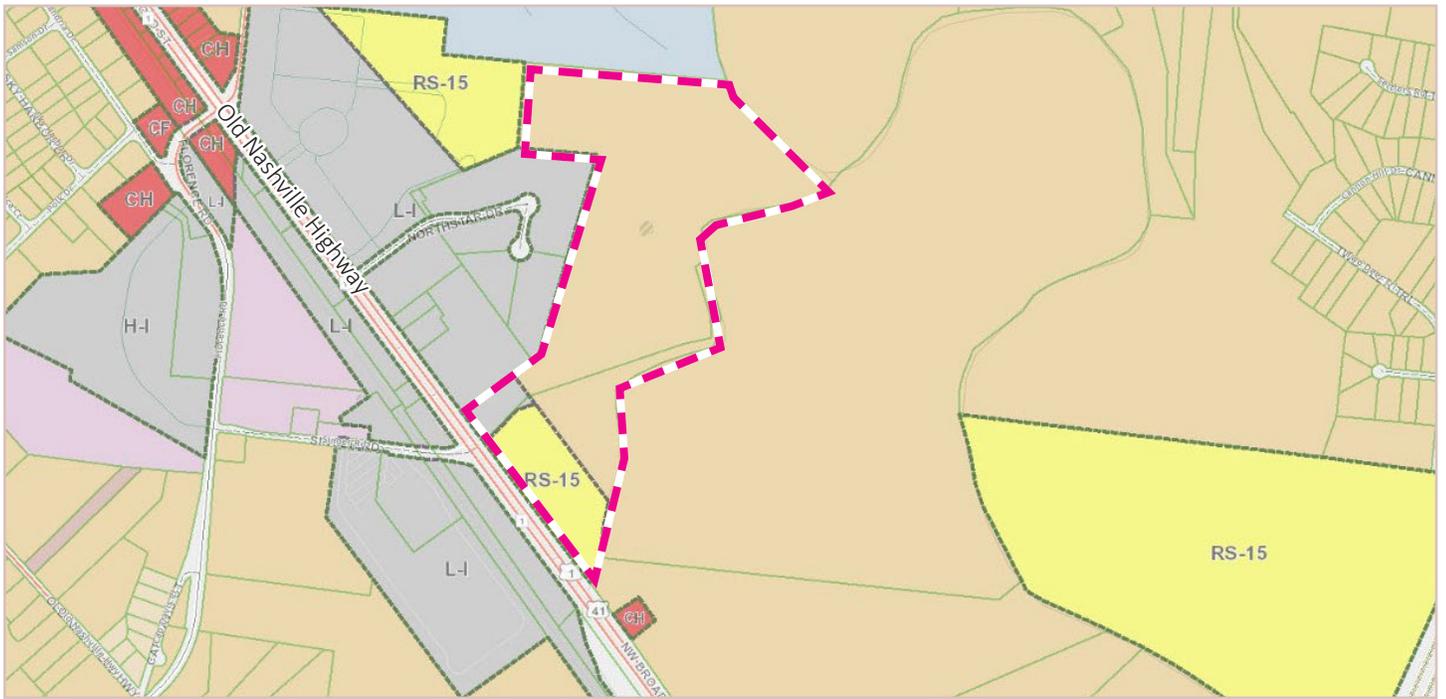
Not To Scale 

- Miles Farm Estates
- Florence Fields
- Williamsburg
- Creekmont Estates
- Northstar Industrial Park
- Roselawn Memorial Cemetery
- JourneyPure



Site Boundary

River Landing is surrounded by a mixture of uses and agricultural properties. Directly to the west of the site is the Northstar Industrial Park. The upper 1/4 of the western boundary is adjacent to a Roselawn Memorial Cemetery. North of the site is Journey by the River, a mental health and rehabilitation facility. The Mary H. Hord property to the east across the Overall Creek is currently agricultural fields. There are a few properties across Northwest Broad Street that range from open or wooded lands, to industrial business sites.



**ZONING MAP**

Not To Scale 

- |   |  |
|---|--|
|  Medium Density Residential (RM) Rutherford County |  Light Industry (LI) Murfreesboro     |
|  Light Industry (LI) Rutherford County             |  Residential (RS-15) Murfreesboro     |
|  Institutional (IN) Rutherford County              |  Commercial Highway (CH) Murfreesboro |
|  Commercial Services (CS) Rutherford County       |  Commercial Fringe (CF) Murfreesboro |



Site Boundary

The property is currently zoned Light Industrial (LI) and Residential Single Family (RS-15) in the City of Murfreesboro, as well as Medium Density Residential (RM) in Rutherford County. The surrounding properties are currently zoned Light Industrial (LI) and Residential Single Family (RS-15) in the City of Murfreesboro, as well as Medium Density Residential (RM) and Institutional (IN) in Rutherford County.



**Murfreesboro 2035 Land Use Plan**

The current Murfreesboro 2035 Future Land-use Plan proposes this site as Urban Commercial/Mixed Use Character (UC). This site best fits the Mixed-Use Corridor sub-group in this character area. This character area allows for a broad range of commercial, office, high density residential uses, and public spaces. UC Character area includes development that would be classified as CBD, MU, and PUD zoning classifications within the City of Murfreesboro. The recommended density for this site is 60 DU/ac, and a 1.85 FAR. The proposed density of the site is 4.06 DU/ac., which is lower than the recommendation of the 2035 Plan due to preservation of a large portion of the is property as common open space. The PUD has set aside commercial acreage along NW Broad Street, has a mixture of high density residential, and a variety of public spaces The proposed River Landing PUD is consistent with the recommendations of the 2035 Plan.



UTILITY MAP

Not To Scale 

-  Water
-  Electric
-  Sanitary Sewer
-  Stormwater



Site Boundary



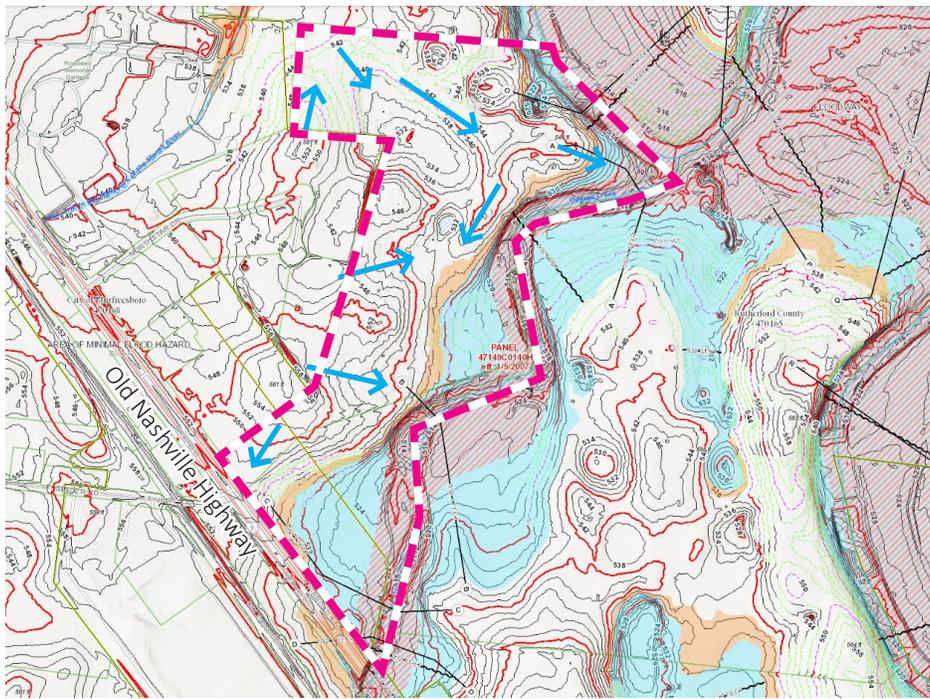
Sanitary sewer service will be provided via Murfreesboro Water Resource Department. Sewer will be extended to the site from the existing 8" ductile iron gravity line on the southwest side of Northwest Broad Street. The developer will be responsible for extending the sewer lines into the site.



Water service will be provided by Consolidated Utility District of Rutherford County. There is an existing 4" and 12" ductile iron water line along Northwest Broad Street for water and fire service into the site. The 4" line will service the proposed commercial lots and the 12" will service the proposed. The developer will be responsible for extending the waterlines into the site for domestic and fire water service.



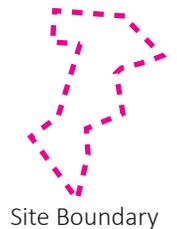
Electric service will be provided by Murfreesboro Electric Department. Electric service will tie into existing overhead lines located on the northeast side of Northwest Broad Street. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



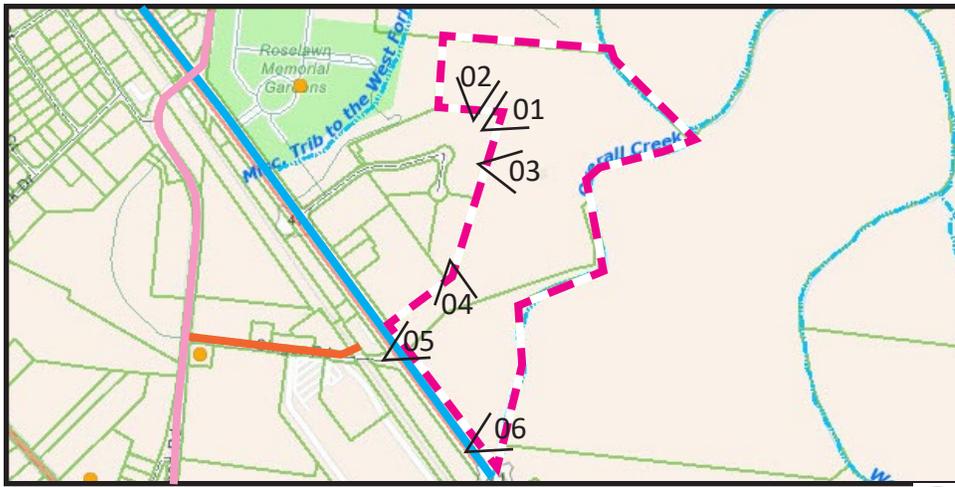
## HYDROLOGY AND TOPOGRAPHY

Not To Scale 

-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



The topographic map above shows the site's topographic high points generally along the western boundary of the site. The land generally falls east towards Overall Creek. Stormwater that falls on this site follows the general flow of the contours towards the east boundary and into Overall Creek. Some portions of this site and Overall Creek drain into the West Fork of the Stones River. This acts as the main stormwater conveyance for this property. The development's stormwater maintenance ponds will be located along the eastern portion of the property to detain and treat stormwater from this development. Portions of this property are located within the FEMA floodplain and floodway as shown on the FEMA Flood Panel 47149C0140H effective 1/5/2007.



- Northwest Broadstreet (US 41)
- Florence Road
- Singer Road



PHOTO DIRECTION MAP

Not To Scale



VIEW FROM INDUSTRIAL PROPERTY INTO THE SITE



VIEW FROM INDUSTRIAL PROPERTY INTO THE SITE



VIEW OF EXISTING LANDSCAPE BUFFER ON INDUSTRIAL SITE



VIEW INTO SITE FROM INDUSTRIAL PROPERTY

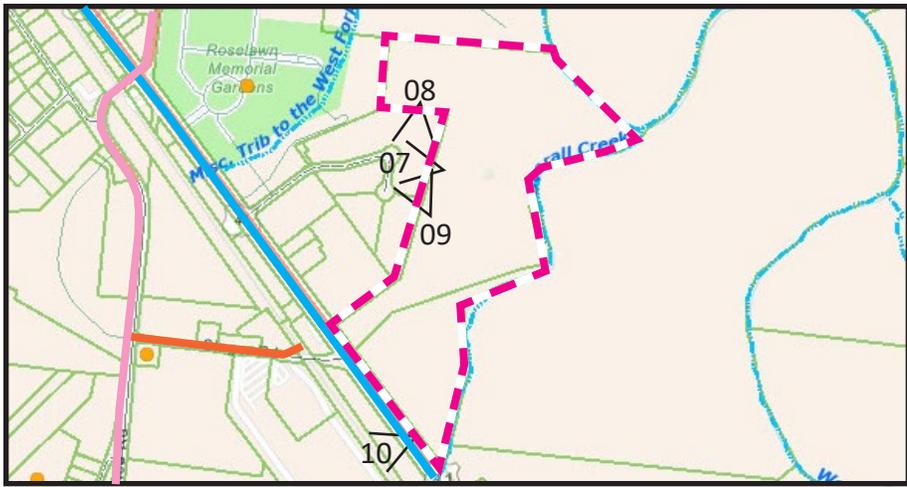


VIEW OF SITE AT SINGER ROAD



VIEW OF SITE AT SOUTHERN ENTRANCE

**10** EXISTING CONDITIONS  
ON-SITE PHOTOS



- Northwest Broadstreet (US 41)
- Florence Road
- Singer Road

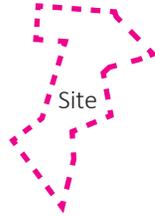


PHOTO DIRECTION MAP

Not To Scale



VIEW OF INDUSTRIAL BUILDING NEXT TO THIS PROJECT



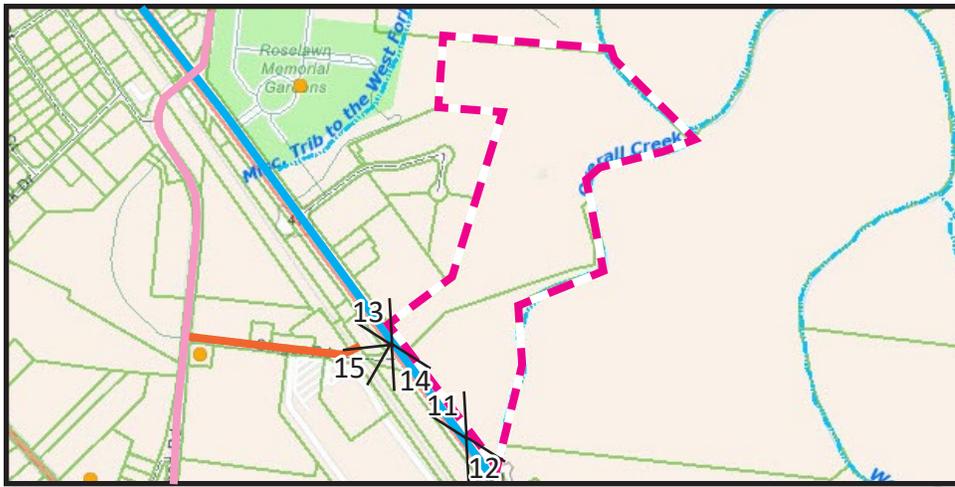
VIEW OF INDUSTRIAL SITE NEXT TO THIS PROJECT



VIEW OF NEW INDUSTRIAL SITE NEXT TO THIS PRD



VIEW OF INDUSTRIAL WAREHOUSE ON THE OTHER SIDE OF NW BROAD ST.



- Northwest Broadstreet (US 41)
- Florence Road
- Singer Road



PHOTO DIRECTION MAP

Not To Scale



VIEW NW AT SOUTHERN ENTRANCE ALONG NW BROAD ST.



VIEW SE AT SOUTHERN ENTRANCE ALONG NW BROAD ST.



VIEW NW ALONG NW BROAD ST. AT SINGER ROAD



VIEW AT SE ALONG NW BROAD ST. AT SINGER ROAD



VIEW OF RAILROAD CROSSING ON SINGER ROAD



\*Trees depicted on the conceptual site and landscape plans are strictly ideation and do not delineate a location or quantity.

**Site Data:**

Total Land Area:	±78.58 Acres
Commercial Lot Area:	±6.59 Acres
Residential Area:	±71.99 Acres
Total Number of Townhome Units:	197 Units (67%)
Total Number of Single Family Lots:	95 Lots (33%)
Total Number of Dwelling units:	292 Units
Density: 292 Units / 71.99 Acres =	±4.06 Units/Acre
Single Family Detached:	
Density 95 Units / 42.87 Acres =	±2.22 Units/Acre
Single Family Attached:	
Density 197 Units / 29.12 Acres =	±6.77 Units/Acre
Net Sewer Density with Commercial =	3.93 Units/Acre

Total Open Space:	±42.73 Acres (59%)
Usable Open Space	±37.64 Acres (52%)
Stormwater (Detention)	±5.09 Acres (7%)
Formal Open Space Required:	±3.57 Acres (5%)
Formal Open Space Provided:	±3.57 Acres (5%)
Active Space Required (2 Lot Minimum):	±2.14 Acres (3%)
Active Space Provided (4 Lots Provided):	±2.14 Acres (3%)

Length of New Roadway:	±8,513 Linear Feet
Minimum Single-Family Detached Lot Size:	5,000 Square Feet
Typical Lot Dimensions (SF-Detached):	41' x 130'

**Parking Requirements:**

Townhomes:  
1.1 Spaces per Bedroom  
(197) 3-Bedroom Townhouses (197 x 3.3) = 650 Spaces

Single-Family Detached:  
4 Spaces per Lot  
(95) Single-Family Detached Lots (95 x 4) = 380 Spaces

Total Required: 1,030 Spaces

**Parking Provided:**

Townhomes:  
Garage Parking: 197 Spaces  
Driveway Parking: 394 Spaces  
Visitor Parking: 102 Spaces

Single Family:  
4 Spaces (2 Driveway + 2 Garage) = 380 Spaces

Total Parking Provided: 1,073 Spaces (+47 Spaces)

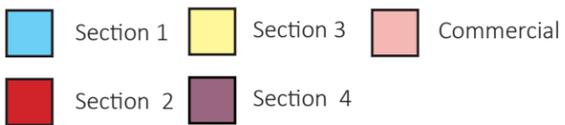
	Townhomes		Open Space
	Single Family Lots		Roads/Sidewalks
	Existing Trees		100 Year Flood Line
	Detention		Floodway
	Future Commercial Lots		Entrance Sign
			Formal and Active Open Space

SEC Project #18250

Murfreesboro, Tennessee



PHASES	Lots	Townhomes	Total Units	Acres
SECTION 1	9	52	61	14.14
SECTION 2	9	68	77	20.13
SECTION 3	35	35	70	10.96
SECTION 4	42	42	84	26.76
TOTAL RESIDENTIAL	95	197	292	71.99
COMMERCIAL				6.59
TOTAL LAND AREA				78.58



### Conceptual Phasing Plan

- The project is anticipated to be built in 4 Sections.
- Construction of Section 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- Section 1 is anticipated to create 61 homes.
- Section 1 will include the development signage at the entrance of Northwest Broad Street / Singer Road.
- Section 2 will include additional development signage at the southern entrance off of Northwest Broad Street.
- The remaining phases will be market driven and dependent upon the absorption of the units in the previous phase.
- The sidewalks within each single family lot phase will be constructed by the home builders as the homes are constructed. If sidewalks are located along common area then, the developer will construct those portions of the sidewalk with the construction of the that common area.
- The Amenity Center lot will be constructed and operational prior to the Section '3' plat being recorded.
- Other amenity/open space areas will be installed before more than 50% of the permits are issued in the section that amenity is located in.
- Amenity/open spaces areas in the final section shall be constructed and completed prior to the recording of the final section's plat.



# SEC, Inc.

SEC Project #18250 Mufreesboro, Tennessee



### **Development Standards:**

- Entrances off of Northwest Broad Street shall have new entrance signage constructed on masonry materials and anchored by landscaping and lighting.
- A 50' wide Type 'C' Landscape Buffer with a 5' tall berm shall be constructed along the residential portion of the western boundary adjacent to Light Industrial (LI) Zoning. This Type 'C' Buffer in conjunction with the existing Type 'D' and 'E' Buffers on the Light Industrial Properties, will produce a combined buffer that is a minimum 65-70 feet wide. The combined buffer design is shown on Page 22.
- A 12-foot wide Type 'C' Buffer shall extend along the rear portion of the commercial lots adjacent to the townhomes, see Page 23 for buffer diagram.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.
- H.O.A covenant shall state that the primary use for garages shall be vehicular.
- All streets will be public rights-of-way.
- All streets have been designed to comply with Murfreesboro Streets Standards.
- Public sidewalks shall be provided on both sides of all streets throughout the development to create a pedestrian friendly community, and shall be a minimum of 5 ft wide.
- Mail service will be provided via a central mail kiosk for all postal deliveries.
- Standard street lights will be coordinated with MTEMC, and will meet MTEMC's standards for management by MTEMC.
- Areas located in the floodway shall be located in common open space areas only, not on lots.
- Development's Net Sewer Density is 3.93 units per acre.



Centralized Mail Kiosk Example

### **Additional Development Standards: Single Family Detached**

- 95 single-family detached lots with 2 or more bedrooms.
- Single-family detached homes will have a minimum of 1,250 sf of living area.
- Single-family detached homes shall be for sale.
- Builders shall install a front yard tree on each single-family detached lot if noted on landscape plan.
- Single-family detached lots will have a 2-car garage front entry garage.
- Each single-family detached lot will provide at least 2 parking spaces per lot (outside of the garage) +2 spaces inside the garage.
- Garage spaces will be restricted by the H.O.A Covenants to be for vehicular use only, not for storage.
- Solid waste will be handled via curb side trash pick up by the City of Murfreesboro.
- HVAC units will be located at the rear of each residence.
- Single-family detached homes shall have concrete driveways wide enough for 2 vehicles, with a minimum width of 16 feet and a minimum depth of 25 feet.

### **Additional Development Standards: Townhomes**

- 197 townhome units with 2-3 bedrooms.
- The townhome units will have a minimum of 1,200 sf of living area.
- Townhomes shall be sold fee simple.
- All townhome mechanical equipment (i.e. hvac and transformers) to be screened via landscaping or a fence.
- Solid waste will be handled via a trash compactor for all townhome units.
- H.O.A will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A..
- All townhome driveways and parking areas will be private and maintained by the H.O.A.
- Each townhome shall have a 1-car front entry garage + 2 spaces per lot in the 2-car driveway in front of the townhome unit.
- Garage spaces will be restricted by the H.O.A Covenants to be for vehicular use only, not for storage.
- No more than 8 units in 1 building.
- No less than 3 units in 1 building.
- Townhomes shall have concrete driveways wide enough for 2 vehicles, with a minimum width of 16 feet and a minimum depth of 30 feet.



Trash Compactor Example

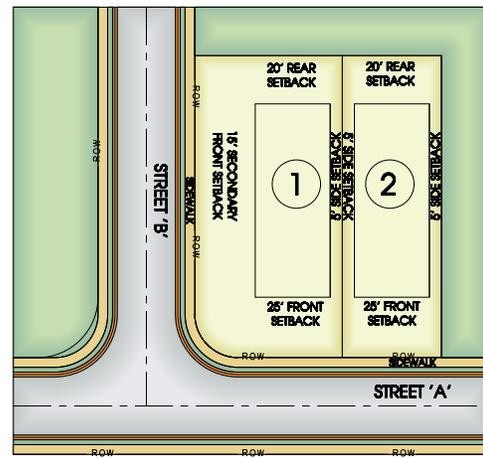
## Single Family Detached

### Architecture Characteristics:

- Building heights shall not exceed 35-feet in height.
- There will be a mixture of 1-story and 2-story homes.
- All homes will have at least 2 bedrooms.
- All the homes will have eaves.
- All homes will have a covered front stoop or porch.
- All homes will have an option for a covered porch or open patio area at the rear of the home.
- Garage doors shall be decorative with hardware.

### Building Elevation Materials:

- Permitted exterior building materials on all elevations: brick, stone, and fiber cement siding.
- Soffits and fascia will consist of aluminum and vinyl.
- Vinyl will not be a permitted exterior building material, except in trim, soffits, and fascia.
- At least 50% of the homes will have predominantly brick or stone front elevations with cementitious siding as accent.



**TYPICAL LOT DIAGRAM  
N.T.S.**

### Minimum Building Setbacks: Single-Family Detached

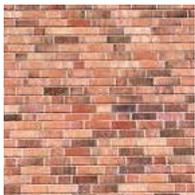
Front:	25-Feet
Front Porches/Stoops shall encroach 6 ft into front setbacks	
Secondary Front:	15-Feet
Side:	5-Feet
Rear:	20-Feet

### Building Elevation Materials

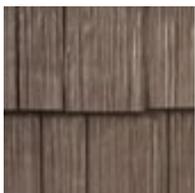
Front Elevations:	Stone, Brick, and Fiber Cement Siding.
Side:	Fiber Cement Siding.
Rear:	Fiber Cement Siding.



Example of Fiber Cement Board Siding  
(different colors will be allowed)



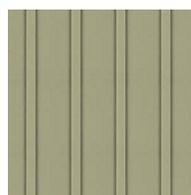
Example of Brick  
(different colors and patterns will be allowed)



Example of Fiber Cement Shakes  
(different colors, patterns will be allowed)



Example of the Stone Veneer  
(different colors, cuts, patterns will be allowed)



Example of Fiber Cement Board and Batten Siding  
(different colors, patterns will be allowed)



Single Family Detached Front Elevation Example



Single Family Detached Front Elevation Example



Single Family Detached Front Elevation Example



Single Family Detached Front Elevation Example



Single Family Detached Front Elevation Example



Single Family Detached Front Elevation Example

\*The elevations and floor plans of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

## Single Family Attached (Townhomes)

### Architecture Characteristics:

- Building heights shall not exceed 35-feet in height.
- Townhomes will be two stories.
- All homes will have at least 2 bedrooms and a maximum of 3 bedrooms
- All the homes will have eaves.
- All homes will have a covered front stoop or porch.
- All homes will have an option for a covered porch or open patio area at the rear of the home.
- Garage doors shall be decorative with hardware.

### Building Elevation Materials:

- Permitted exterior building materials on all elevations: brick, stone, and fiber cement siding.
- Soffits and fascia will consist of aluminum and vinyl.
- Vinyl will not be a permitted exterior building material, except in trim, soffits, and fascia.

### Building Elevation Materials

- Front Elevations: Primarily stone and brick with secondary fiber cement siding.
- Corner Building Sides: Fiber cement siding w/ masonry water table base
- Internal Building Sides: Fiber cement siding.
- Rear: Fiber cement siding.



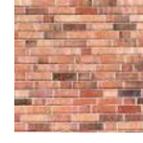
Example of Fiber Cement Board Siding  
(different colors will be allowed)



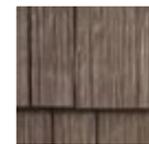
Example of Fiber Cement Board and Batten Siding  
(different colors, patterns will be allowed)



Example of the Stone Veneer  
(different colors, cuts, patterns will be allowed)



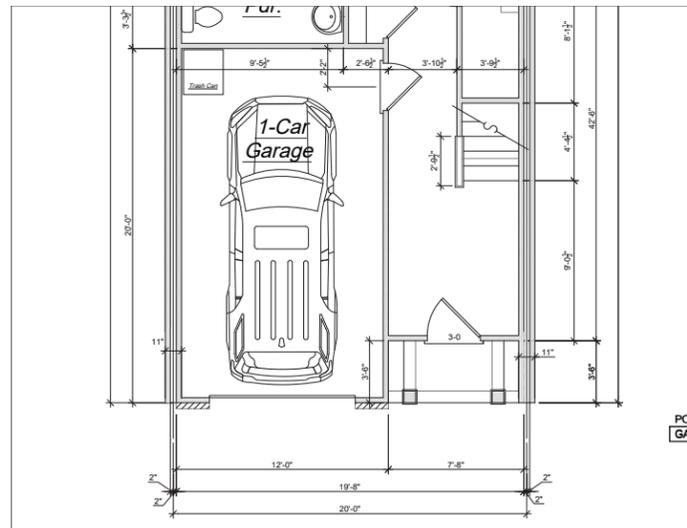
Example of Brick  
(different colors and patterns will be allowed)



Example of Fiber Cement Shakes  
(different colors, patterns will be allowed)

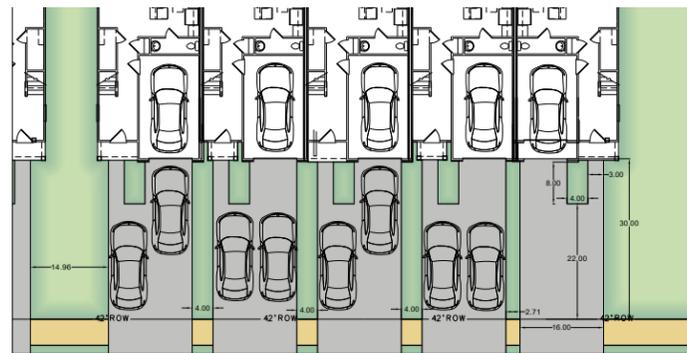
### Minimum Building Setbacks: Townhouse

- Front: 30-Feet
- Secondary Front: 15-Feet
- Side Porches, Stoops, and Bay Windows shall encroach up-to 6 ft into Secondary Front Setbacks.
- Side: 5-Feet
- Rear: 15-Feet



**Townhome Garage Diagram**

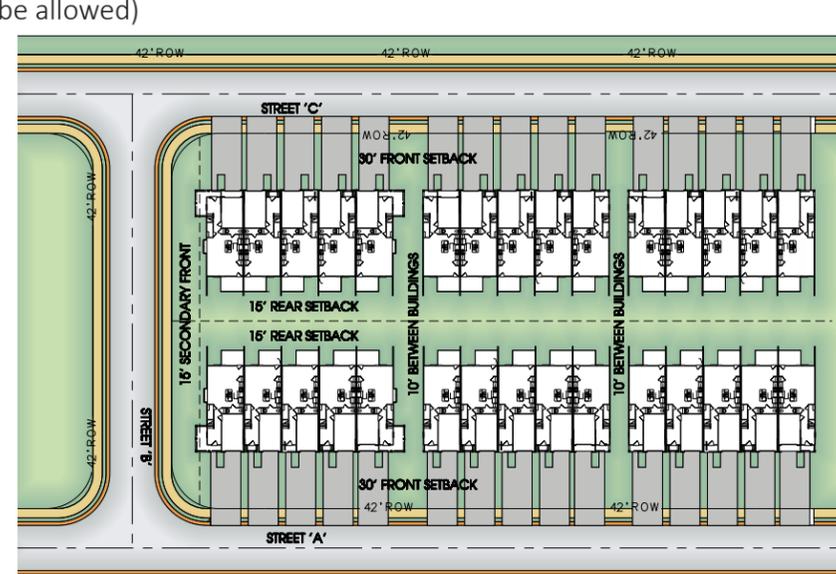
\*Hot water tank is located on the second floor of all townhome units, and not in garage.



Example of Corner Townhome Front Elevation



Example of Corner Townhome Rear Elevation



Example of Corner Townhome Side Elevation

\*The elevations and floor plans of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



- A Amenity Center and Pool
- B Playground
- C Possible Kayak/Canoe Launch Point  
If permitted by T.D.E.C.
- D Mail Kiosk
- E Open Recreational Space
- F Pavilion
- G Development Signage

LOCATION MAP - AMENITIES

Not To Scale

With this request, River Landing will be dedicating over 40 acres (over 50% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, open recreational spaces, the area along Overall Creek, and the area along the West Fork of the Stones River. Usable open space areas around the development will offer such amenities as; an Amenity Center, pool, playground areas, and possible kayak launch points. Five foot wide sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents. Each amenity will be constructed per the phasing outlined on Page 14. The amenity area will offer residents a place to gather, while providing outdoor seating areas. Both of the Northwest Broad Street entrances will incorporate all masonry signage and will be anchored with landscaping and lighting with a max height of 8 feet. Signage will compliment residential and commercial architecture.



Example of Open Recreational Space



Amenity Center and Pool Area



Example of Playground



Development Signage Example



Example of Pavilion



Example of Kayak/Canoe Launch Point

**Site Amenities:**



Figure 20.1

**LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES**



(A)



(B)

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

**LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES**



(C)



(D)



(E)



(F)

**LANDSCAPE MATERIAL SAMPLES: GROUND COVER**



(G)



(H)



(I)



(J)

**LANDSCAPE BUFFER: EVERGREEN TREES**



(K)



(L)



(M)

**LANDSCAPE BUFFER: EVERGREEN SHRUBS**



(N)



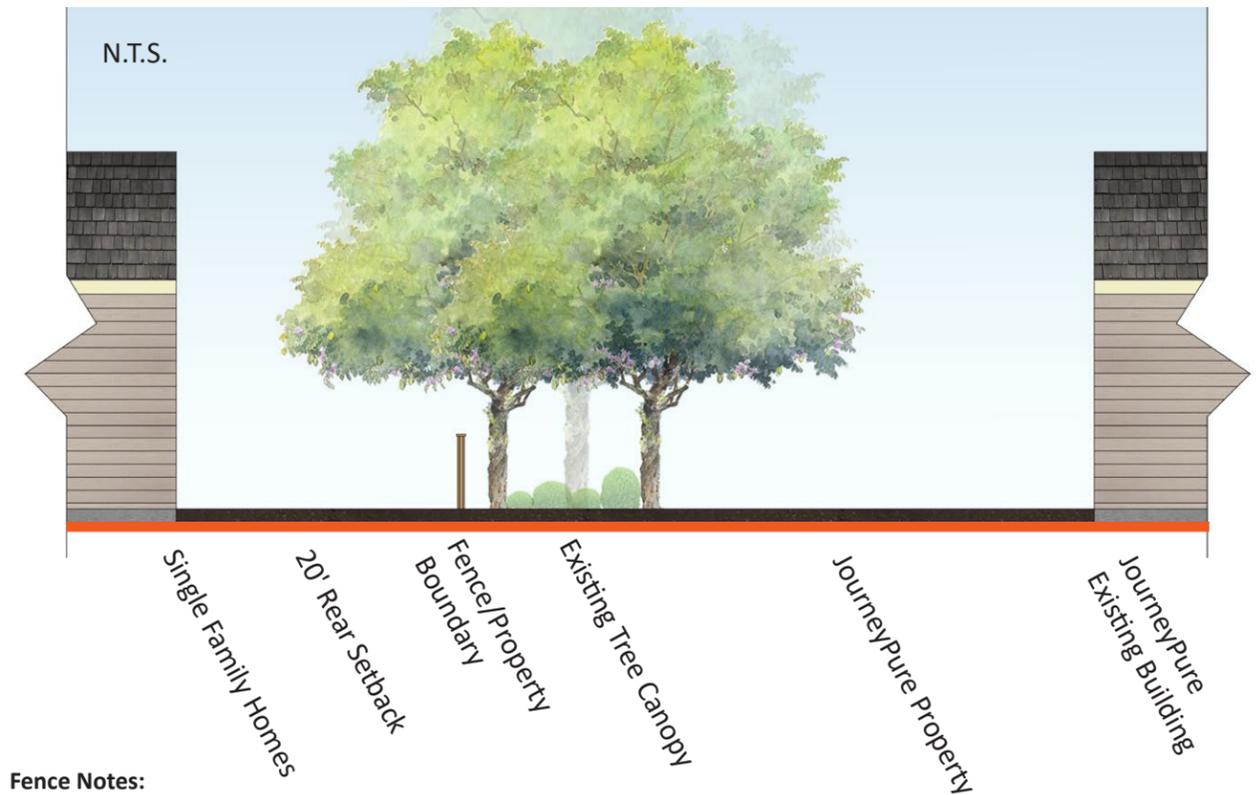
(O)

**Residential Landscape Characteristics:**

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts from the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

- Parking areas on common open space/amenity lots, shall provide a minimum 8 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berms.
- The boundary along industrial zoned properties will have a Type 'C' Buffer. The Type 'C' Buffer will consist of evergreen trees and medium evergreen shrubs. See Pages 20 and 22 for buffer locations and design.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings that can be seen from the ROW will have at least a 3 foot wide landscape strip.
- Front and secondary front yards shall be planted with sod, all other areas of residential lots will be planted with seed and straw.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance, unless enumerated in this booklet.

**Fencing Along Boundary With JourneyPure Property:**

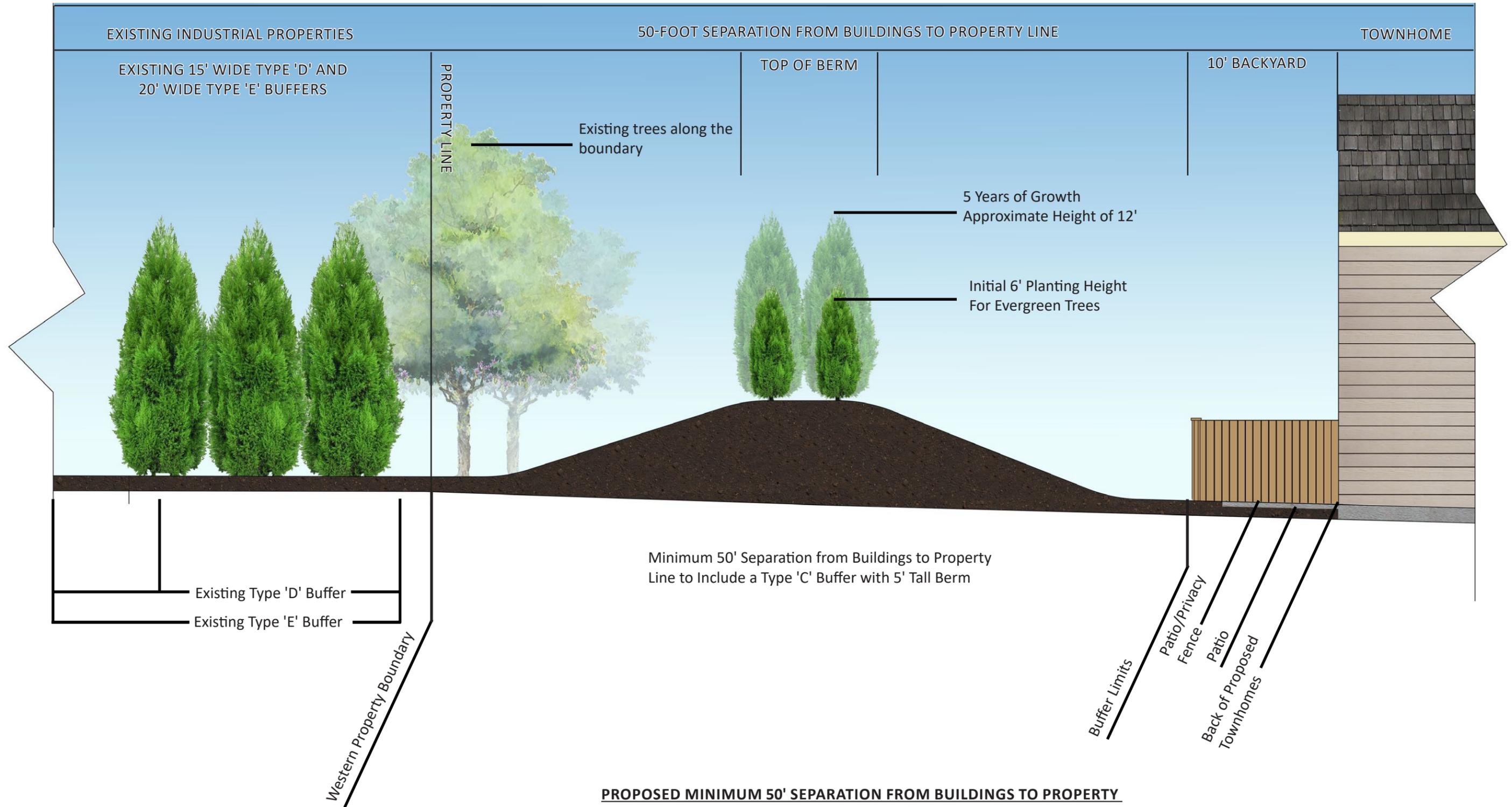


**Fence Notes:**

- A 6' tall chain link fence shall be installed during Phase 1 construction before the first home certificate of occupancy.
- A 6' tall white vinyl opaque fence shall be installed at the time of phase construction adjacent to the shown northern boundary. This fence shall replace the chain link fence.

Buildings do not represent design intent only context in section exhibits\*

**PROPOSED RESIDENTIAL ALONG EXISTING INDUSTRIAL AREA**

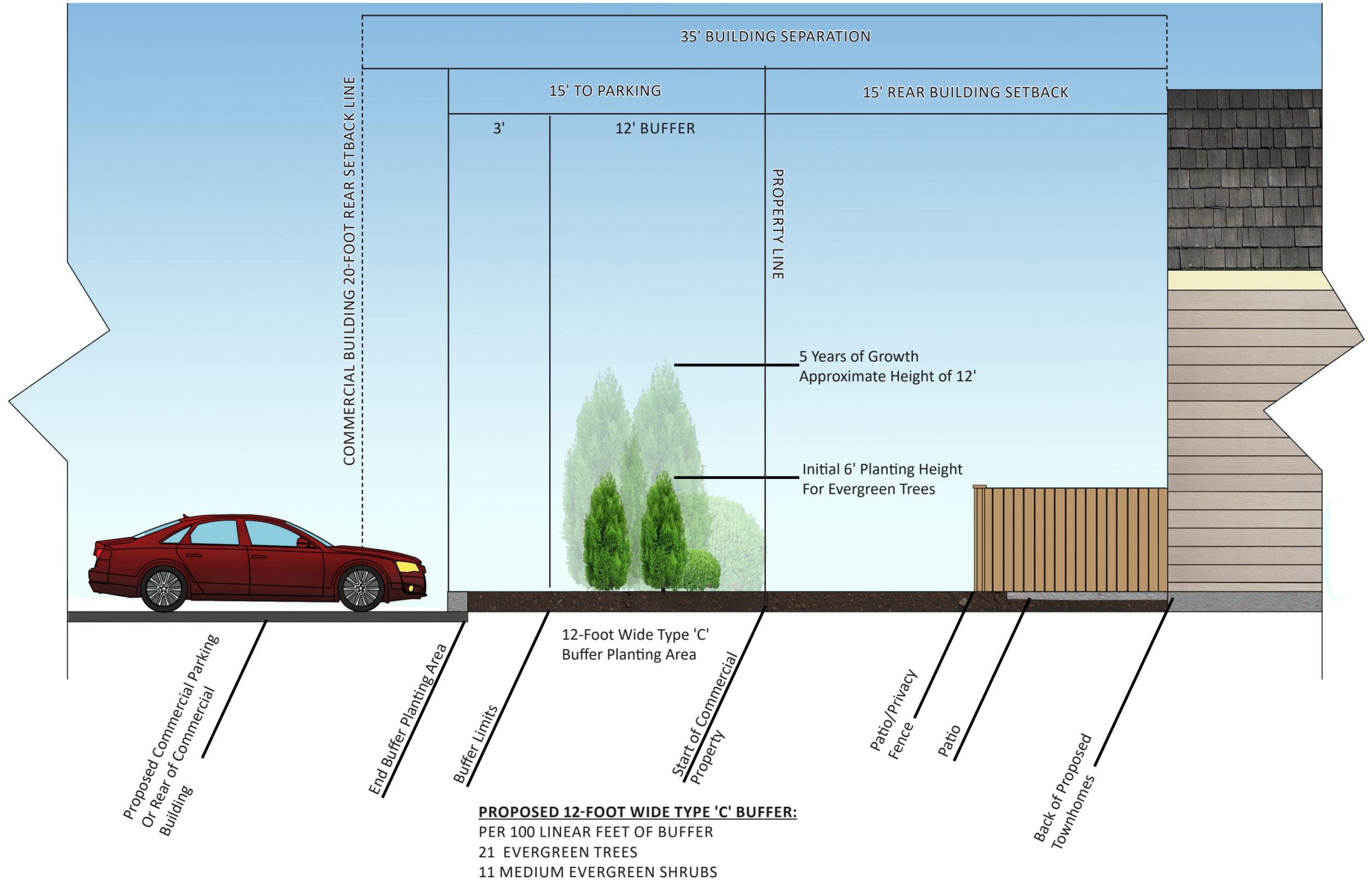


**PROPOSED MINIMUM 50' SEPARATION FROM BUILDINGS TO PROPERTY LINE TO INCLUDE A TYPE C BUFFER WITH 5' TALL BERM:**  
 PER 100 LINEAR FEET OF BUFFER  
 21 EVERGREEN TREES  
 11 MEDIUM EVERGREEN SHRUBS

Buildings do not represent design intent only context in section exhibits\*

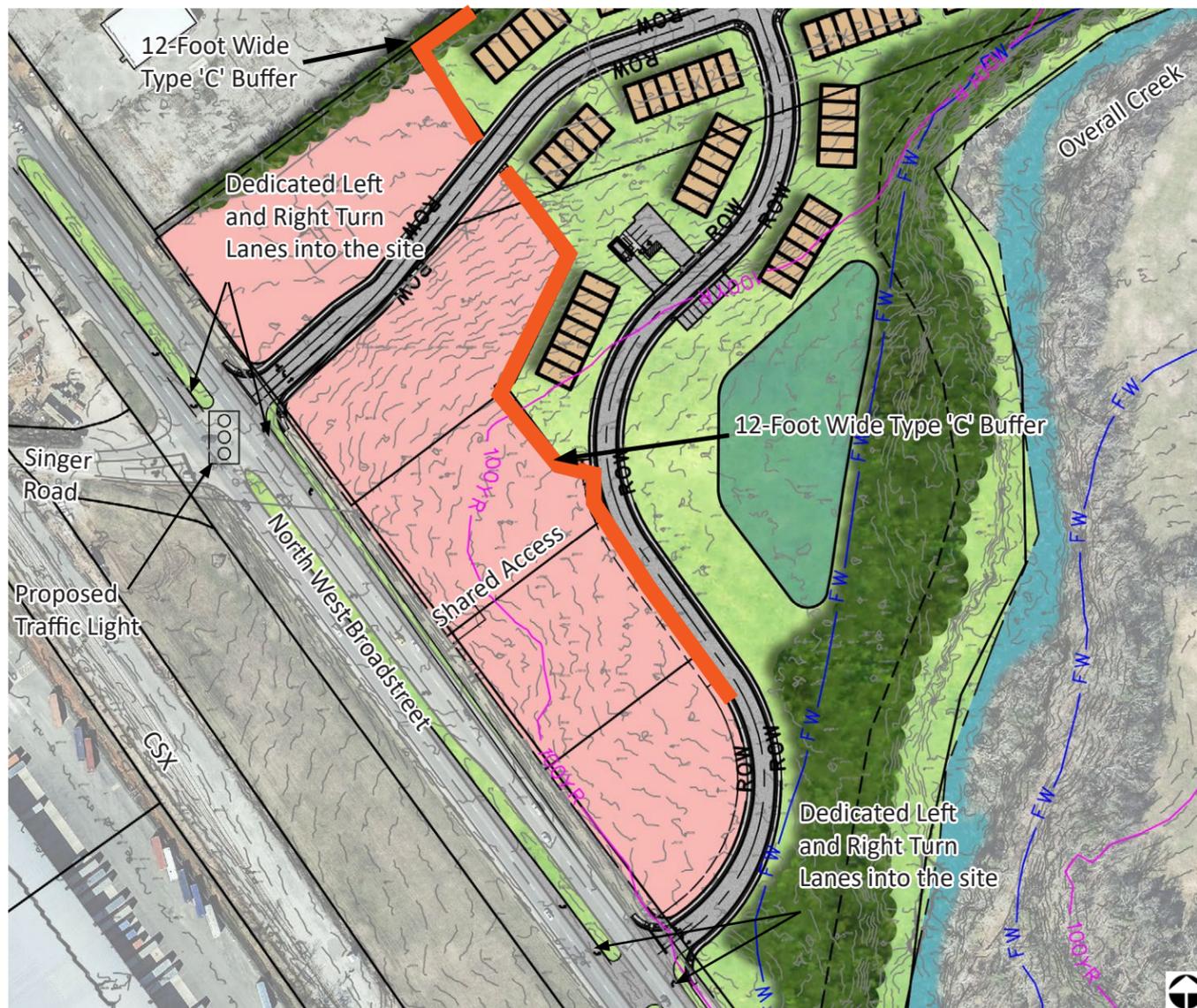
N.T.S.

**PROPOSED COMMERCIAL AREA ALONG PROPOSED TOWNHOMES**



Buildings do not represent design intent only context in section exhibits\*

N.T.S.



**Commercial Lots**

The building architecture will be designed to be functional for the intended uses.

**Special Note:**

Since the commercial lots are not anticipated to be built with Section 1 of the residential development, the commercial lots will be finished with seed and straw to provide a 'clean and green' entry. The finished commercial lots will be mowed and maintained until construction of the commercial lots commences.



Example Commercial Building Architecture

**Architectural Characteristics:**

- Maximum building height of 35 Feet.
- One or two story buildings.
- Parapet, hip, gable, or pitched roof styles.

**Building Elevation Materials:**

- Brick or painted brick.
- Cement fiber board siding.
- Stone or cast stone.
- Architectural Asphalt shingles.
- EIFS, as a secondary material.
- Integrally Colored Split Face Block. (secondary material used in very limited amounts as accents)
- Tilt-up precast concrete walls.
- Dryvit will be allowed, but only in combination with other materials. No single elevation shall be all dryvit.
- Textured metal (secondary material used in very limited amounts as accents).
- Metal in trim and soffit areas.
- Architectural materials and colors will be reviewed at the time of a site plan submittal by Murfreesboro planning staff and the planning commission.

**Minimum Building Setbacks - Commercial Lots:**

- Front: 42-foot
- Side: 10-foot
- Rear: 20-foot



Example Commercial Building Architecture

**Commercial Lots**

While the immediate end user of the commercial lots is unknown at this time, additional standards for those anticipated uses have been outlined here below.

**Minimum Site Characteristics - Commercial Lots:**

- All parking will be located at least 8 feet from property lines (side, rear, and R.O.W.), and have curbing.
- Any solid waste enclosures will be constructed of materials consistent with building architecture, and be at least 8 feet tall with opaque gates.
- Commercial buildings shall have pedestrian connections to the proposed entry road off of Northwest Broad Street as well as the secondary access road that connects to Northwest Broad Street.
- Buildings will have a well defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- Building elevations will have articulation or multiple building planes along the front and side elevations.
- The main entrances are to be well defined and easily recognizable by use of raised roof lines, canopies, glazing, changes in materials, changes in colors, and changes in building planes.
- Monument signage located at entrances along roadways to have materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) to be screened. If mechanical equipment is located on the roof, then they should be screened from view.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution.
- Parking will comply with Murfreesboro's Zoning Ordinance
- Construction on the commercial lots will begin once an end-user has chosen the site and receives site plan approval.
- Buildings on all commercial lots shall have consistent materials & architecture to create an overall theme for the development.
- Commercial lots will not be part of the residential H.O.A.
- The shared commercial drive at the rear will be constructed by each individual site plan as they are develop and are anticipated to be a drive aisle in their parking lot, not a separate road.
- Architecture will comply with Murfreesboro Design Guidelines.
- 4 sided architecture due to visibility to residence behind or across the street.

## Commercial Lots - Allowable Uses

While the immediate end user of the two commercial lots is unknown at this time, the allowable uses shall consist of all permitted uses listed under the Commercial Fringe (CF) zoning district as outlined in the current Murfreesboro Zoning Ordinance. The allowable uses listed under the Commercial Fringe (CF) district, are intended to allow for a broad range commercial and office uses for this development. In addition to the large amount of vehicular traffic that utilizes the NW Broad Street corridor.

Since the allowable uses for the Commercial Fringe (CF) district provides for a wide variety of potential end uses on these two lots, a list of permitted uses has been outlined below.

USES PERMITTED	CF
<b>OTHER HOUSING</b>	
Accessory Dwelling Unit	x <sup>1</sup>
Assisted-Care Living Facility <sup>15</sup>	X
Bed-and-Breakfast Homestay	X
Bed-and-Breakfast Inn	X
<b>INSTITUTIONS</b>	
Adult Day Care Center	X
Adult Day Care Home	X
Church <sup>13</sup>	X
Day-Care Center	X
Family Day-Care Home	X
Group Day-Care Home	X
Lodge, Club, Country Club <sup>13</sup>	X
Museum	X
Nursing Home	S
Nursery School	S
Park	X
Philanthropic Institution	X
Pet Cemetery	S
Public Building <sup>13</sup>	X
Recreation Field <sup>13</sup>	X
Senior Citizens Center	X
School, Public or Private, Grades K - 12 <sup>13</sup>	X
Student Center	S
<b>COMMERCIAL</b>	
Amusements, Commercial Indoor	X
Animal Grooming Facility	X
Antique Mall	X
Antique Shop <3,000 sq. ft.	X
Apothecaries (pharmaceuticals only)	X
Art or Photo Studio or Gallery	X
Bakery, Retail	X
Bank, Branch Office	X
Bank, Drive-Up Electronic Teller	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business School	X
Business and Communication Service	X
Catering Establishment	X
Clothing Store	X
Coffee, Food, or Beverage Kiosk	X
Commercial Center	X
Convenience Sales and Service, maximum 5,000 sq. ft. floor area no fuel station	X

USES PERMITTED	CF
<b>COMMERCIAL (Cont.)</b>	
Delicatessen	X
Department or Discount Store	X
Dry Cleaning	X
Dry Cleaning Pick-Up Station	X
Financial Service (Excluding Quick Cash, Payday Loans, etc.)	X
Flower or Plant Store	X
Glass--Stained and Leaded	X
Group Assembly, <250 persons	X
Health Club	X
Ice Retail	X
Interior Decorator	X
Janitorial Service	X
Karate, Instruction	X
Keys, Locksmith	X
Laboratories, Medical	X
Laboratories, Testing	X
Laundries, Self-Service	X
Liquor Store	X
Music or Dancing Academy	X
Offices	X
Optical Dispensaries	X
Personal Service Establishment	X
Pet Funeral Home	X
Pet Shops	X
Pharmacies	X
Photo Finishing	X
Photo Finishing Pick-Up Station	X
Reducing and Weight Control Service	X
Restaurant and Carry-Out Restaurant	X
Restaurant, Drive-In	X
Restaurant, Specialty	X
Restaurant, Specialty -Limited	X
Retail Shop, other than enumerated elsewhere	X
Veterinary Office	X
Veterinary Clinic	X
Video Rental	X
<b>OTHER</b>	
Self-Service Storage Facility <sup>16</sup>	X <sup>3</sup>
Wholesale Establishments	X <sup>3</sup>
X = Use permitted by right.	
S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9	

## **Commercial Lots - Landscaping**

The commercial lots will have ample landscaping to provide not only aesthetically pleasing experience, but to aid in mitigating impacts to the proposed residential lots within River Landing. To ensure these characteristics, standards are outlined below as well as a sample palette of landscape materials

### **Minimum Landscape Characteristics - Commercial Lots:**

- All parking will be located at least 8 feet from all property lines (side, rear, and R.O.W.) to provide for perimeter landscape plantings.
- All parking areas to be screened from public right-of-way by landscaping or a combination with mounds.
- Any solid waste enclosures will be screened with evergreen shrubs.
- A Type 'C' Buffer shall be constructed along the property lines that are adjacent to proposed residential units in River Landing. This buffer will screen the residential lots from any parking areas on the commercial parcels, and be built at the time of construction per individual commercial lot.
- The base of the building will have a minimum 5 feet wide landscape bed with foundation plantings.
- Monument signage located at entrances along roadways to have materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) to be screened with landscaping and/or fences.
- Landscaping will be in conformance with City of Murfreesboro's Landscape Ordinance.

TYPICAL EVERGREEN TREES

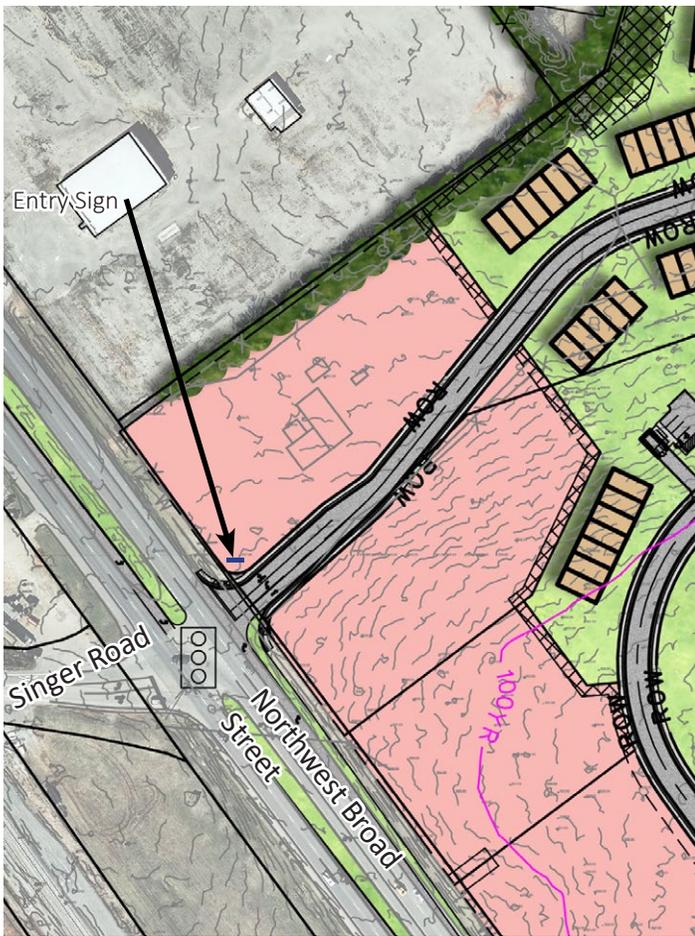


TYPICAL CANOPY TREES



TYPICAL EVERGREEN SHRUBS



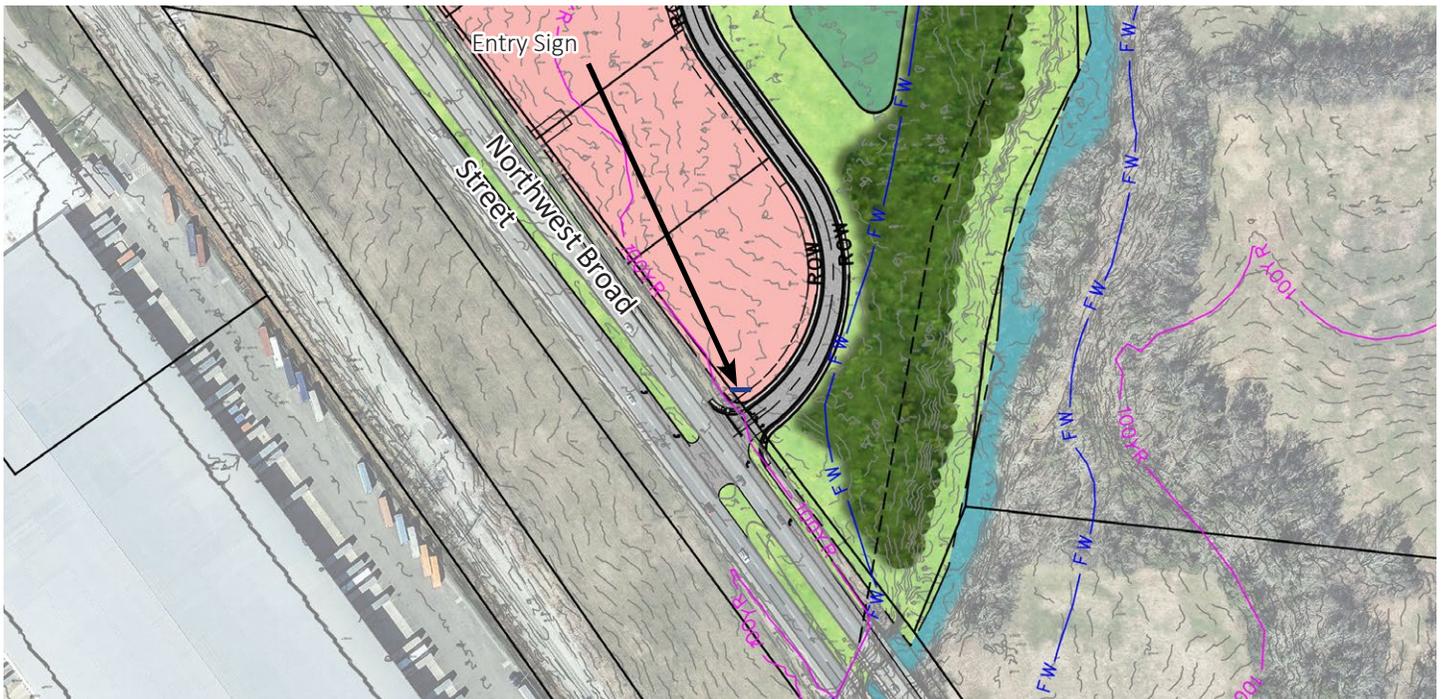


Proposed Northern Connection to Northwest Broad Street

Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), Northwest Broad Street (Highway 41) along this property is not slated for any roadway improvement. Northwest Broad Street will be used for as the primary means of ingress and egress for this development.

The development is proposing two entrances along Northwest Broad Street that will incorporate three travel lanes for proper circulation into and out of the development. Both entrances will include one entry lane, a left out, and a shared right/through lane. Road improvements to Northwest Broad Street include dedicated left and right turn lanes from Northwest Broad Street into both entrances. As well as a traffic light at the intersection of Singer Road and Northwest Broad Street.

All streets within the development will be public local city streets with a typical 42 foot R.O.W. cross-section with 5 foot sidewalks on both sides. These streets will be built in accordance with the Murfreesboro Street Standards.



Proposed Southern Connection to Northwest Broad Street



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

**Response:** An exhibit is given on Page 4 along with descriptions of each.

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

**Response:** Exhibits are shown on Page 9 that shows the existing contours and drainage patterns. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Overall Creek. An aerial photograph of the area can be found on page 4.

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

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

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

**Response:** The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

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

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

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

**Residential Calculations**

TOTAL SITE AREA	3,135,884 s.f.
TOTAL MAXIMUM FLOOR AREA	453,588 s.f.
TOTAL LOT AREA	925,565 s.f.
TOTAL BUILDING COVERAGE	464,537 s.f.
TOTAL DRIVE/ PARKING AREA	268,388 s.f.
TOTAL RIGHT-OF-WAY	362,843 s.f.
TOTAL LIVABLE SPACE	2,867,496 s.f.
TOTAL OPEN SPACE	1,861,309 s.f.
FLOOR AREA RATIO (F.A.R.)	0.14
LIVABILITY SPACE RATIO (L.S.R.)	0.77
OPEN SPACE RATIO (O.S.R.)	0.85

**Commercial Calculations**

TOTAL SITE AREA	287,060 s.f.
TOTAL MAXIMUM FLOOR AREA	s.f.
TOTAL LOT AREA	s.f.
TOTAL BUILDING COVERAGE	s.f.
TOTAL DRIVE/ PARKING AREA	s.f.
TOTAL RIGHT-OF-WAY	19,153 s.f.
TOTAL LIVABLE SPACE	s.f.
TOTAL OPEN SPACE	s.f.
FLOOR AREA RATIO (F.A.R.)	0.00
LIVABILITY SPACE RATIO (L.S.R.)	0.00
OPEN SPACE RATIO (O.S.R.)	0.00

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

**Response:** The property is currently zoned RM (Rutherford County), RS-15 (Murfreesboro), and Light Industrial (Murfreesboro.) The surrounding area has a mixture of commercial and industrial properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet match the Mixed-Use Corridor sub-group in this character area as per the 2035 future land use plan.

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

**Response:** The project is anticipated to be developed in five phases. Phasing information is described on Page 14.

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

**Response:** This requirement has been addressed on Page 15.

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

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

RESIDENTIAL SETBACKS	RSA TYPE 2	PUD	DIFF.	RS-6	PUD	DIFF.	COMM. SETBACKS	CF	PUD	DIFF.
FRONT SETBACK - HOME	35.0'	30.0'	-5.0'	35.0'	25.0'	-10.0'	FRONT SETBACK	42.0'	42.0'	42.0'
FRONT SETBACK - GARAGE	N/A	N/A	N/A	35.0'	25.0'	-10.0'				
SIDE SETBACK -INTERNAL LOTS	7.5'	5.0'	-2.5'	5.0'	5.0'	0.0'	SIDE SETBACK	10.0'	10.0'	0.0'
SIDE SETBACK-CORNER LOTS	15.0'	15.0'	0'	5.0'	15.0'	+10.0'				
REAR SETBACK-INTERNAL LOT	20.0'	15.0'	-5.0'	20.0'	15.0'	0.0'	REAR SETBACK	20.0'	20.0'	0.0'
REAR SETBACK-CORNER LOT	20.0'	15.0'	-5.0'	20.0'	20.0'	0.0'				
MINIMUM LOT SIZE	N/A	H.P.R.	H.P.R.	6,000 S.F.	5,250 S.F.	-750 S.F.	PROPOSED ROAD	20.0'	20.0'	0.0'
MINIMUM LOT WIDTH	N/A	H.P.R.	H.P.R.	50.0'	41.0'	-9.0'	BUILDING HEIGHT	45.0'	35.0'	-10.0'

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

**Response:** This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0140H Eff. Date 01/05/2007.

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

**Response:** Page 5 & 27 discusses the Major Thoroughfare Plan. Northwest Broad Street is not currently slated for any improvements.

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

**Response:** The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is DR Horton, Inc. contact info for both is provided on cover.

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

**Response:** Page 17-18 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

**Response:** Examples of entrance signage are located on Page 19 and a description is on Page 19 + 24.

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JANUARY 14, 2020**

**PROJECT PLANNER MARGARET ANN GREEN**

**4.a. Zoning application [2019-424] for approximately 65 acres located along NW Broad Street to be zoned PUD simultaneous with annexation and approximately 13 acres to be rezoned from RS-15 and L-I to PUD, DR Horton applicant.**

During the November 6, 2019 public hearing on the matter of zoning approximately 65 acres to Planned Unit District (PUD- *River Landing*), the Planning Commission deferred action. Below is a list of the issues identified as in need of additional refinement:

- 1) Provide a clear expectation on when amenities will be constructed.
- 2) The color renderings provided for the townhomes only showed one-car wide driveways, which did not accurately depict how much concrete would be in front of the townhouses.
- 3) Provide a physical buffer or barrier along the property that is shared with Journey Pure.
- 4) Provide increased buffering for the proposed residential uses located adjacent to the industrial.
- 5) Improve the townhome side elevations facing public streets.

The applicant is offering the attached revisions to the PUD for the Planning Commission to consider. The responses to the issues noted above are listed below and are further described in the letter from the applicant's representative:

- 1) Provide a clear expectation on when amenities will be constructed.
  - The language on Page 14 now states that amenities within each section of the development, shall be installed before more than 50% of the permits are issued within that section. The main amenity center and pool would be operational prior to Section 3 plat being recorded.
- 2) The color renderings provided for the townhomes only showed one-car wide driveways, which did not accurately depict how much concrete would be in front of the townhouses.
  - Revised townhome renderings based on the new wrap-around porches and side elevations, to provide a clearer image of what the townhomes will look like in this development from the street.

- 3) Provide a physical buffer or barrier along the property that is shared with JourneyPure.
  - Added a fence along the north property line of the site along boundary with JourneyPure after discussions with the JourneyPure representative.
- 4) Provide increased buffering for the proposed residential uses located adjacent to the industrial.
  - Changed the landscape buffer along the boundary of the neighboring industrial zoned properties to be planted from Type 'A: to a Type 'C' Buffer and decreased the width of this area from originally proposed 20-feet to 12-feet.
- 5) Improve the townhome side elevations facing public streets.
  - Revised townhome architecture to include a wrap-around front porch, a bay window, and brick/stone water table on the sides of townhome buildings facing public roadways. The wrap-around porch will be at both ends of the townhome building for architectural balance of that corner townhome building. The townhome buildings located in the internal portions of the blocks will not include the wrap-around porch. These internal block townhome buildings will be standard townhomes with a small front porch/stoop. The sides of the internal townhome buildings will be flat, will not include a bay window or masonry water table, and will be placed at the side building setback or 10-foot building offset line.

The Planning Commission should discuss this matter and then formulate a recommendation for City Council.

A copy of the revised program book and response letter has been included in the agenda materials. Staff has also included the staff comments from the November 6, 2019 Planning Commission meeting.

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 6, 2019**

**PROJECT PLANNER MARGARET ANN GREEN**

- 5.e. Zoning application [2019-424] for approximately 65 acres located along NW Broad Street to be zoned PUD simultaneous with annexation and approximately 13 acres to be rezoned from RS-15 and L-I to PUD, DR Horton applicant.**

The subject properties are located along the east side of Northwest Broad Street, along Overall Creek and West Fork of the Stones River. The properties are partially located within City limits with the remainder being studied for annexation. Approximately 2 acres is zoned L-I (Light Industrial District) and approximately 11 acres is zoned RS-15 (Single-Family, Residential District). The remainder of the properties is zoned RM (Medium Density Residential District) in the unincorporated area of Rutherford County. The surrounding land-use is predominately characterized by industrial and commercial uses and zoned L-I (Light Industrial District). A portion of Roselawn Funeral Home and cemetery is adjacent to the property at the northwest corner and is zoned RS-15 and L-I. JourneyPure at the River, a drug rehabilitation treatment, is located area along the northern boundary.

**River Landing PUD:**

The River Landing PUD program book is included with the agenda materials. The PUD consists of a maximum of 278 townhomes, 101 small-lot, single-family homes and five commercial lots. The overall density is 5.3 dwelling units per acre.

***Solid waste***

The plan proposes to utilize City solid waste services as there isn't an "opt-out" policy for single-family. The carts are proposed to be stored on the sides or rear of the single-family and in the garages of the townhomes. Hot water heaters will not be located in the garages of the townhomes which will allow room for the carts.

***Phasing***

A phasing plan is provided on page 14 that outlines the phasing of lots and of the amenities. The Amenity Center lot is proposed to be constructed and operational prior to the Section 3 plat being recorded. Other amenity/open space areas will be completed prior to the next section's plat being recorded. Amenity/open spaces areas in the final section shall be constructed and completed prior to the recording of the final section's plat.

***The following changes were made to the plan in an effort to address concerns expressed by the Planning Commission:***

- increased the amount of commercial area along NW Broad Street (page 24)
- Changed the uses permitted in the commercial area from CH to CF and eliminated some of the objectionable uses such as taverns, vehicle wash, gas stations, general service and repair and quick cash/payday loan. (page 25)
- flipped the location of the townhomes nearest to NW Broad Street to the other side of the street (concept plan- page 13)
- added a playground formal and active space in the long, straight road to break up the “sea of monotony” (concept plan- page 13)
- Removed monument signage and mail kiosk as an amenity and defined clubhouse, pool, playgrounds, walking trails and a possible kayak/canoe launch. (page 19)
- Increased the buffer *width* between the townhomes and property lines of the incompatible industrial uses to 20-feet wide. This change did not increase the *amount* of plant material from the smallest amount Type A to a Type C and did not add and undulating berm as requested. (page 22 & 23)
- Included a stub-road at Overall Creek (concept plan- page 13)
- Revised the architectural elevations in an effort to reduce the “snout-house” effect with the addition of porches. Added some detail/fenestrations to the houses in an effort to improve the architectural character (page 16-18)

**Exceptions:**

The PUD requests the following exceptions to the development regulations:

1. To allow 2 garage spaces in the single-family, detached to count toward the required minimum parking standard of 4 spaces in the driveway (total 202 garage spaces)
2. To allow 1 garage space in the townhome to count toward the required minimum parking standard of 1.1 per bedroom (total 278 garage spaces)
3. To reduce the front setback requirements-
  - 25-foot front setback - difference of 10-feet (garages may encroach 6-feet)
  - 15-foot secondary front setback- difference of 20-feet

## Future Land Use Map:

The Murfreesboro 2035 Future Land Use Map indicates mixed-use as most appropriate future land use for the subject property. The proposed zone district is listed as an anticipated zone district within the *Urban Commercial/ Mixed-Use* (UC) character district. Low-density residential uses, and industrial uses should not be permitted within the UC land use classification. The recommended allowable uses are intensive, urban character with a multiplicity of uses, including multi-family residential, entertainment, restaurants, department stores and other retail, general and professional offices, hotels.

The *Mixed-Use Corridor* is to allow a broad range of commercial, office and high-density residential uses and public spaces serving surrounding neighborhoods, commercial/professional business parks and visitors from nearby communities.



MAP 4.2

## Future Land Use Map

### LAND USES

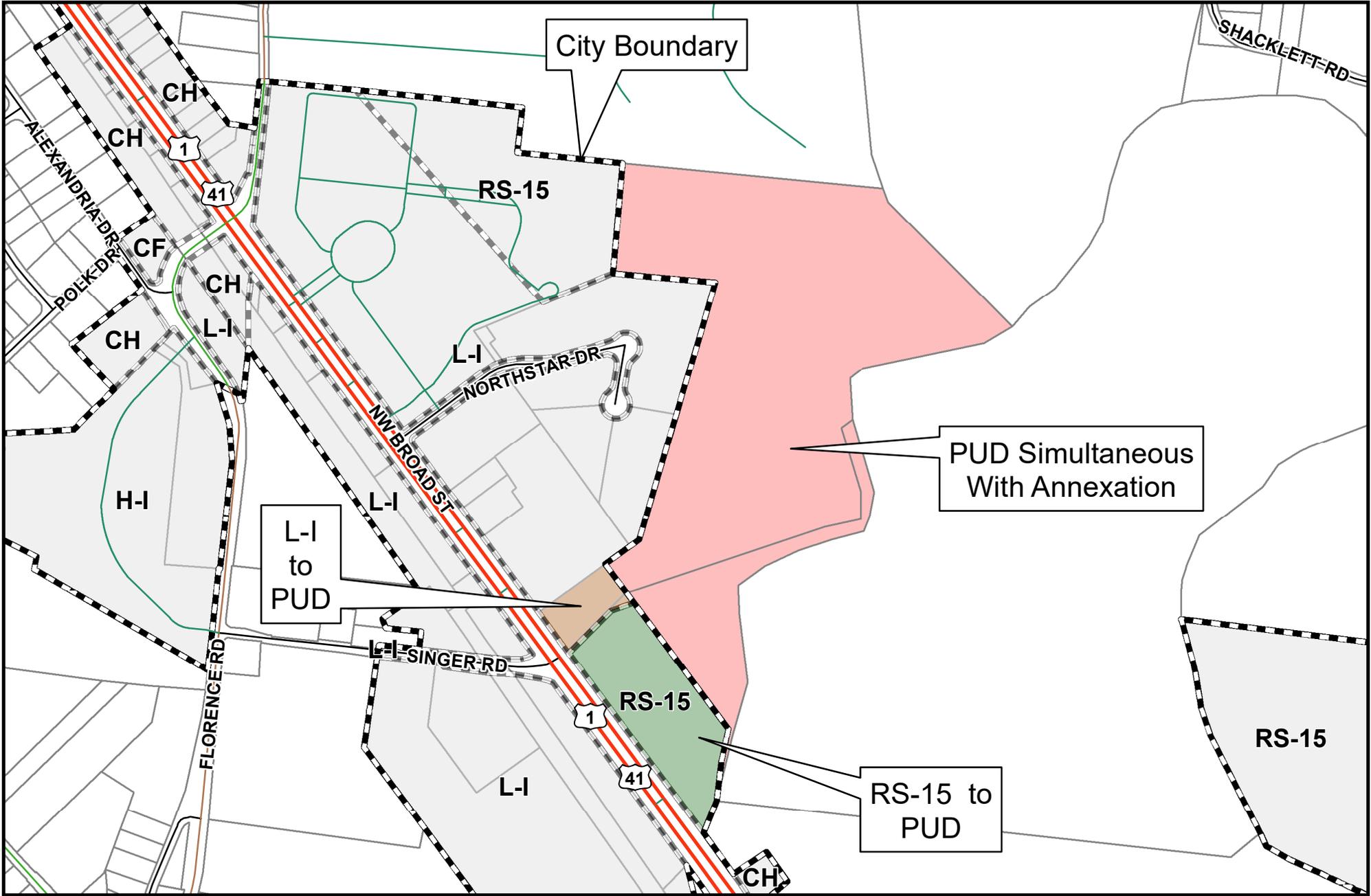
#### Proposed Land Uses

- Undeveloped
- Parks
- Suburban Estate
- Suburban Residential
- Auto Urban Residential
- Multi Family Residential
- General Commercial
- Neighborhood Commercial
- Urban Commercial / Mixed Use
- Central Business District
- Business Park
- Light Industrial
- Heavy Industrial
- Public / Institutional

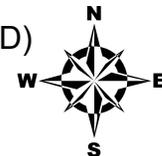
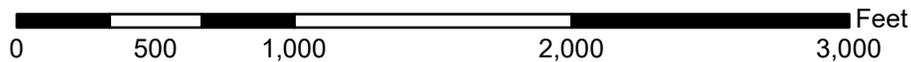
Downtown typifies what is envisioned for the density and intensity of development within the Urban Commercial / Mixed-Use land use classification. The Downtown retains the historic fabric and design of a traditional mixed-use, central business district. This urban environment is characterized by taller, larger buildings that occupy most if not all of the site and are set at the street edge with parking largely on-street and in structures, with reduced common surface parking lots. Sidewalks are scaled for pedestrian rather than automobile use, and original buildings with historic or design significance have been mostly well-preserved.

This Comprehensive Plan strongly recommends the preparation and adoption of design and architectural standards for developments in the UC category so that there is continuity in the overall character of the area.

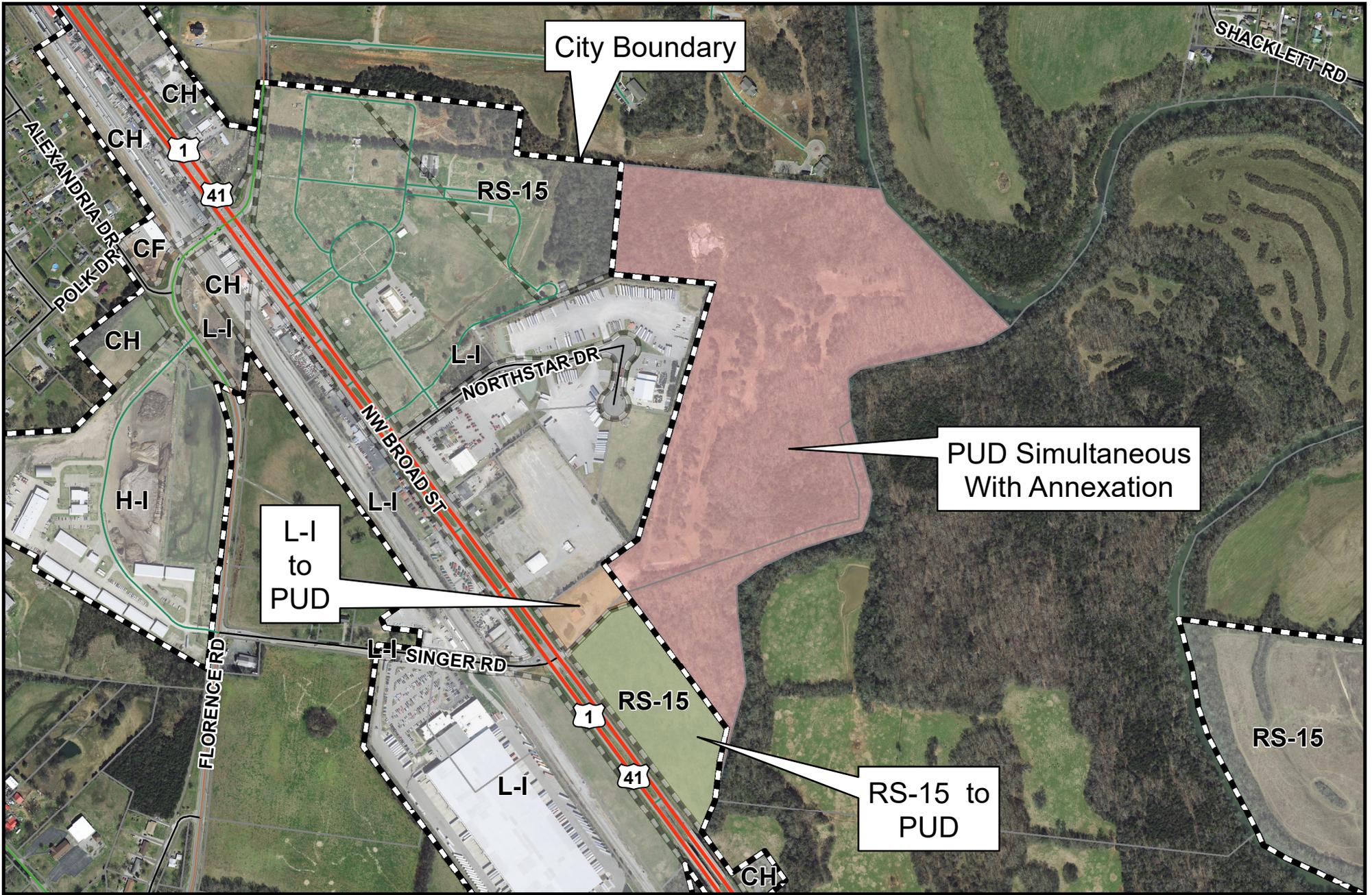
The Planning Commission will need to conduct a public hearing on the matter of the PUD zone request, after which it will need to discuss this matter and then formulate a recommendation for City Council.



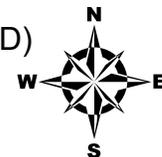
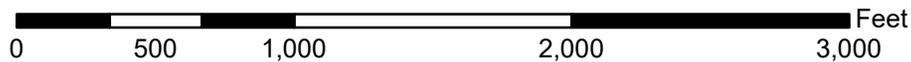
Rezoning Request for Property Along Northwest Broad Street  
L-I and RS-15 to PUD and PUD Simultaneous with Annexation (River Landing PUD)



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



Rezoning Request for Property Along Northwest Broad Street  
 L-I and RS-15 to PUD and PUD Simultaneous with Annexation (River Landing PUD)



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

*Creating a better quality of life*

Zoning & Rezoning Applications – other than rezoning to planned unit development	<b>\$700.00</b>
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	<b>\$950.00</b>

**Procedure for applicant:**

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

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

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

Received  
 Planning Department

**JUL 03 2019**

111 West Vine Street  
 Murfreesboro, TN 37130

**To be completed by applicant:**

**APPLICANT:** DR Horton, Inc. c/o Brad Garnto

**Address:** 7175 Nolensville Road, Suite 202 **City/State/Zip:** Nolensville, TN 37135

**Phone:** 615-776-4493 **E-mail address:** bjgarnto@drhorton.com

**PROPERTY OWNER:** Springboard Landing, Inc. & Mary Hord Haymore Children, LP

**Street Address or property description:** 5002 NW Broad Street, Murfreesboro, TN 37129

**and/or Tax map #: 57** **Group:** \_\_\_\_\_ **Parcel (s):** 4.00 and 27.00

**Existing zoning classification:** LI and RS-15 in Murfreesboro, along with RM in Rutherford County

**Proposed zoning classification:** PUD **Acreage:** 79.00 Acres

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

**E-mail:** rmolchan@sec-civil.com

**APPLICANT'S SIGNATURE (required):** 

**DATE:** 7-1-19

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

**Date received:** 7/1/19 **MPC YR.:** \_\_\_\_\_ **MPC #:** 2019-424/508

**Amount paid:** \$1,450 **Receipt #:** 279204

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 6, 2019

6:00 P.M.

CITY HALL

## MEMBERS PRESENT

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

## STAFF PRESENT

Matthew Blomeley, Acting Planning Director  
Marina Rush, Principal Planner  
Jafar Ware, Planner  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Assistant City Attorney  
Sam Huddleston, Exec. Director Dev. Services  
Adam Tucker, City Attorney  
David Ives, Deputy City Attorney  
Darren Gore, Assistant City Manager

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the September 18, 2019 and October 2, 2019 Planning Commission meetings were approved as submitted.

## Old Business

Zoning application [2019-421] for approximately 1.01 acres located at 4431 Veterans Parkway to be zoned CH simultaneous with annexation, Overall Creek Partners, Inc. applicant. WITHDRAWN

## New Business

Zoning application [2019-433] for approximately 23 acres located along Veterans Parkway to be rezoned from RS-10 to PRD (Veterans Cove PRD), Alcorn Properties, LLC applicant.

Ms. Marina Rush summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. The developer had conducted a neighborhood meeting on August 12, 2019, which was well-attended. The concerns that had been made by the neighbors had been drainage and possible flooding. In addition, Ms. Rush explained the proposal is an increase in density from what is recommended in the Suburban Residential land use character from the Murfreesboro 2035 Comprehensive Plan.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 6, 2019

Mr. Ken Halliburton made a motion to approve the annexation plan of services and annexation petition subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by a vote of 6-1 (Mr. Smotherman voted no).

**Zoning application [2019-424] for approximately 65 acres located along NW Broad Street to be zoned PUD simultaneous with annexation and approximately 13 acres to be rezoned from RS-15 and L-I to PUD, DR Horton applicant.** Mr. Matthew Blomeley began by

describing the zoning application from the staff report, which had been provided to the Planning Commission in the agenda packet. The uses being proposed would be permissible per the comprehensive plan; however, the form of this development is not in keeping with the vision for the property put forth by the 2035 Comprehensive Land Use Plan.

Continuing, Mr. Blomeley commented on how this proposal had been reviewed several times during the Planning Commission day meetings. Therefore, the applicant has addressed the following:

- Increased the amount of commercial area along NW Broad Street (page 24).
- Changed the uses permitted in the commercial area from those normally permitted in the CH zone to CF instead and eliminated some of the objectionable uses such as taverns, vehicle wash, gas stations, general service and repair, and quick cash/payday loan (page 25).
- Flipped the location of the townhomes nearest to NW Broad Street to the other side of the street (concept plan- page 13).
- Added a playground, formal and active space in the long, straight road to break up the “sea of monotony” (concept plan- page 13).
- Removed monument signage and mail kiosk as an amenity and defined clubhouse, pool, playgrounds, walking trails, and a possible kayak/canoe launch (page 19).
- Increased the buffer width between the townhomes and property lines of the incompatible industrial uses to 20-feet wide. This change did not increase the amount of plant material

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 6, 2019

from the smallest amount Type A to a Type C and did not add an undulating berm as requested (page 22 & 23).

- Included a stub-road at Overall Creek (concept plan- page 13).
- Revised the architectural elevations in an effort to reduce the “snout-house” effect with the addition of porches. Added some detail/fenestrations to the houses in an effort to improve the architectural character (page 16-18).

Mr. Blomeley requested that, if this proposal is approved, the following should be addressed before a City Council public hearing is scheduled:

- Allow staff to continue working with the applicant on the landscaping, berms, plantings, etc.
- Allow staff to continue working with the applicant regarding improvements to be made on the side elevations.
- The amenities for each phase should be in place for each completed phase before Certificate of Occupancy is issued.

Mr. Matt Taylor, Mr. Rob Molchan, Mr. Matt Dowdle, and Mr. Danny Clawson were in attendance to represent the application. Mr. Taylor came forward to begin a PowerPoint presentation from the applicant’s pattern book by providing the following:

- Access points include two primary access points with turn-lane improvements on NW Broad Street and a new signal on NW Broad Street at Singer Road. One stub street and a dedicated right-of-way for future connectivity. There would be interconnectivity within the commercial lots towards the signalized intersection.
- They feel they have adequately addressed the buffering and that the buffering complies with the Zoning Ordinance.
- The phasing on the amenities would be constructed after a maximum of 60-80 lots before a next phase.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 6, 2019

- To address the side elevations which face the right-of-way they have included a Type C buffer.

Mr. Ken Halliburton wanted additional information regarding the parking spaces for the townhomes. Mr. Taylor stated the townhomes would have one car space for the garage and two vehicle spaces in the driveway. In addition, the townhome area would include visitor parking area. Mr. Halliburton asked if on-street parking would be prohibited. Mr. Taylor stated this could be added into the Home Owners Association documents.

Chair Kathy Jones expressed her concerns regarding the buffer along the townhome side. Also, she voiced her concerns regarding the pool amenity being added after a certain phase. Mr. Matt Taylor stated they would like to have the pool in operation after 100 to 150 houses were constructed. Mr. Matthew Blomeley requested for each amenity be constructed with the appropriate section such as the playgrounds, pavilion, canoe launches, etc. These should be constructed prior to the plat being recorded for that particular section. Continuing, Mr. Blomeley made known staff was agreeable to the pool amenity being completed after 100 to 150 homes were constructed.

Mr. Eddie Smotherman wanted to know if the applicant had any concerns from the discussions of Murfreesboro Electric Department merging with Middle Tennessee Electric. If the merging occurred, would MED be able to provide services for the entire development? Mr. Matt Taylor explained they had met with MTEMC and MED regarding their proposal at the same meeting. Regardless of the merger, this development would have utility services for the entire development.

Mr. Eddie Smotherman commented on the applicant's pattern book being misleading. The pattern book displays front yards for the townhomes. In reality, there would not be any front yards for the townhomes due to the garage in front with a wide driveway. He feels the picture is deceptive by nature and misleading. In addition, his biggest concern is the location of this development being close to Smyrna. The residents would be shopping in Smyrna instead of Murfreesboro. He

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 6, 2019

feels the City services that would have to be provided for the residential area would not have any tax base recovery. He feels this project is in the wrong area.

Chair Kathy Jones opened the public hearing.

1. **Ms. Nicole Barnes 5080 Florence Road** – came forward making known she is the Director of Operations from the adjoining property known as JourneyPure. She made known they have concerns with this proposal due to their private medical facility. She requested for a Type D buffer be placed between the two properties.
2. **Mr. Danny Clawson** – representing DR Horton came forward requesting for this zoning application be approved. He commented on this being a beautiful piece of property having a river that could be utilized with a residential zone. He feels it would be a waste to use the property for light industrial use or commercial use. If approved he agreed to provide the following:
  - Fully disclose what is beside this property for potential buyers which would require their signature stating they know what is beside this property.
  - They would continue to work on the details regarding the buffer.

Chair Kathy Jones closed the public hearing.

Mr. Ronnie Martin commented on this proposal being mixed-use with greenspace. The applicant has made improvements to this proposal since the original submittal. Also, the property is surrounded with other properties that are in the City limits. He feels that having 380 rooftops in this area would drive more commercial uses. He supports the zoning application.

Mr. Darren Gore came forward stating the master plan for the Florence Road area had a density of 3.3 units per acre. However, he would have to revisit the master plan with the current uses in this area. He made known Water Resources could support the 5.3 units per acre with the current sewer capacity.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 6, 2019

Mr. Ken Halliburton stated there are outstanding issues that need to be agreed upon with Staff and the applicant before this proposal moves forward. Also, he would like for the applicant's pattern book be revised to make known how the townhomes would actually look like. He recommended to defer until all issues were resolved. Mr. Matt Taylor stated he would update the pattern book and would work with Staff on the details for the buffer and the proposed amenities. Ms. Jennifer Garland stated she is in favor of the proposal due to the commercial and residential being brought into the City within this area. She recommended for the applicant to continue working with Staff. Mr. Warren Russell commented that Lots 40-56 appear to be right on JourneyPure's property line. Mr. Taylor made known there is approximately 300-400 feet from the applicant's property line to one of JourneyPure's buildings. Mr. Blomeley suggested for Mr. Taylor have conversations with Ms. Barnes to address the concerns regarding landscaping such as aesthetics, prohibiting access onto their property, and what type of a buffer with a berm would work best.

Ms. Jennifer Garland commented on how the end units could be improved. Mr. Taylor made known there would windows on the first and second floor of the end units. Mr. Blomeley asked for improvements to be made for the facades that faces the rights-of-way with a brick or stone water table, etc.

Mr. Taylor asked for a deferral at this time.

**Mr. Ronnie Martin made a motion for an indefinite deferral, seconded by Mr. Ken Halliburton. The motion carried by a vote of 6-1 (Mr. Smotherman voted no).**

## **Staff Reports and Other Business**

### **Consideration of Sewer Allocation Ordinance [2019-S101], City Administration Department.**

Mr. Darren Gore came forward to explain the Sewer Allocation Ordinance which had been discussed during two different City Council workshops, during a Planning Commission meeting

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 14, 2020

1:00 P.M.

CITY HALL

## MEMBERS PRESENT

Ken Halliburton, Vice-Chair  
Eddie Smotherman  
Warren Russell  
Ronnie Martin

## STAFF PRESENT

Greg McKnight, Interim Planning Director  
Matthew Blomeley, Asst. Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Roman Hankins, Assistant City Attorney  
Katie Noel, Project Engineer  
Jim Luebbering, Project Engineer  
Brad Barbee, Landscape Site Plan Site Inspector  
Sam Huddleston, Executive Dir. Of Dev. Services

Vice-Chair Ken Halliburton called the meeting to order after determining there was a quorum. The minutes of the December 4, 2019 Planning Commission meeting were approved as submitted.

## Old Business

Zoning application [2019-424] for approximately 65 acres located along NW Broad Street to be zoned PUD simultaneous with annexation and approximately 13 acres to be rezoned from RS-15 and L-I to PUD, DR Horton applicant. Ms. Margaret Ann Green began by summarizing the zoning application from the staff report, which had been provided to the Planning Commission in the agenda packet.

Mr. Matt Taylor was in attendance to represent the applicant. Mr. Taylor came forward to discuss the proposed improvements from the applicant's revised pattern book.

The Planning Commission began discussing the improvements that had been addressed for this proposal. Mr. Eddie Smotherman had questions regarding solid waste pickup for the townhomes and the single-family detached homes. Mr. Taylor explained this site would include two compactors for the townhomes. All single-family residences would have City solid waste services. Mr. Smotherman made known he still had concerns with the density of this

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 14, 2020

development. Continuing, Mr. Smotherman commented on how this type of development would not be the best use for the property. This proposal does not raise the bar for the City of Murfreesboro due to what the applicant is asking for; therefore, he would not support this application. Mr. Ronnie Martin stated that, from the beginning of this application, the Planning Commission has asked for the applicant to make improvements to their development. He feels the applicant has addressed those concerns such as improving the building elevations, increasing the landscape buffers adjoining the industrial properties, and addressing the commercial area, etc. He is very appreciative of the changes that have been made. Mr. Warren Russell stated the City needs affordable housing and he feels this development would provide homes for those who want to move into our City.

**Mr. Ronnie Martin made a motion to approve subject to all staff comments, seconded by Mr. Warren Russell. The motion passed by a vote of 3-1 (Mr. Smotherman voted no).**

## Consent Agenda

Vice-Chair Ken Halliburton read the following items to be considered for approval.

**Waite's Creek Crossing, Section 5 [2019-1048]** preliminary plat for 47 lots on 9.6 acres zoned RS-A, Type 1 located along Barringer Lane, O'Brien Loyd, LLC developer.

**Waite's Creek Crossing, Section 4 [2019-1047]** preliminary plat for 21 lots on 4.2 acres zoned RS-A, Type 1 located along Barringer Lane, O'Brien Loyd, LLC developer.

**Waite's Creek Crossing, Section 3 [2019-1046]** preliminary plat for 15 lots on 2.0 acres zoned RS-A, Type 1 located along Welltown Lane, O'Brien Loyd, LLC developer.

**Hayden Cove [2019-1045]** preliminary plat for 46 lots on 19.61 acres zoned PUD located along Veterans Parkway, Alcorn Properties, LLC developer.

**ORDINANCE 20-OZ-01** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 65 acres along Northwest Broad Street as Planned Unit Development (PUD) District simultaneous with annexation and to rezone approximately 13 acres along Northwest Broad Street from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Planned Unit Development (PUD) District (River Landing PUD), D.R. Horton, Inc., applicant [2019-424].

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

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

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, 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 the 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:

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

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

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

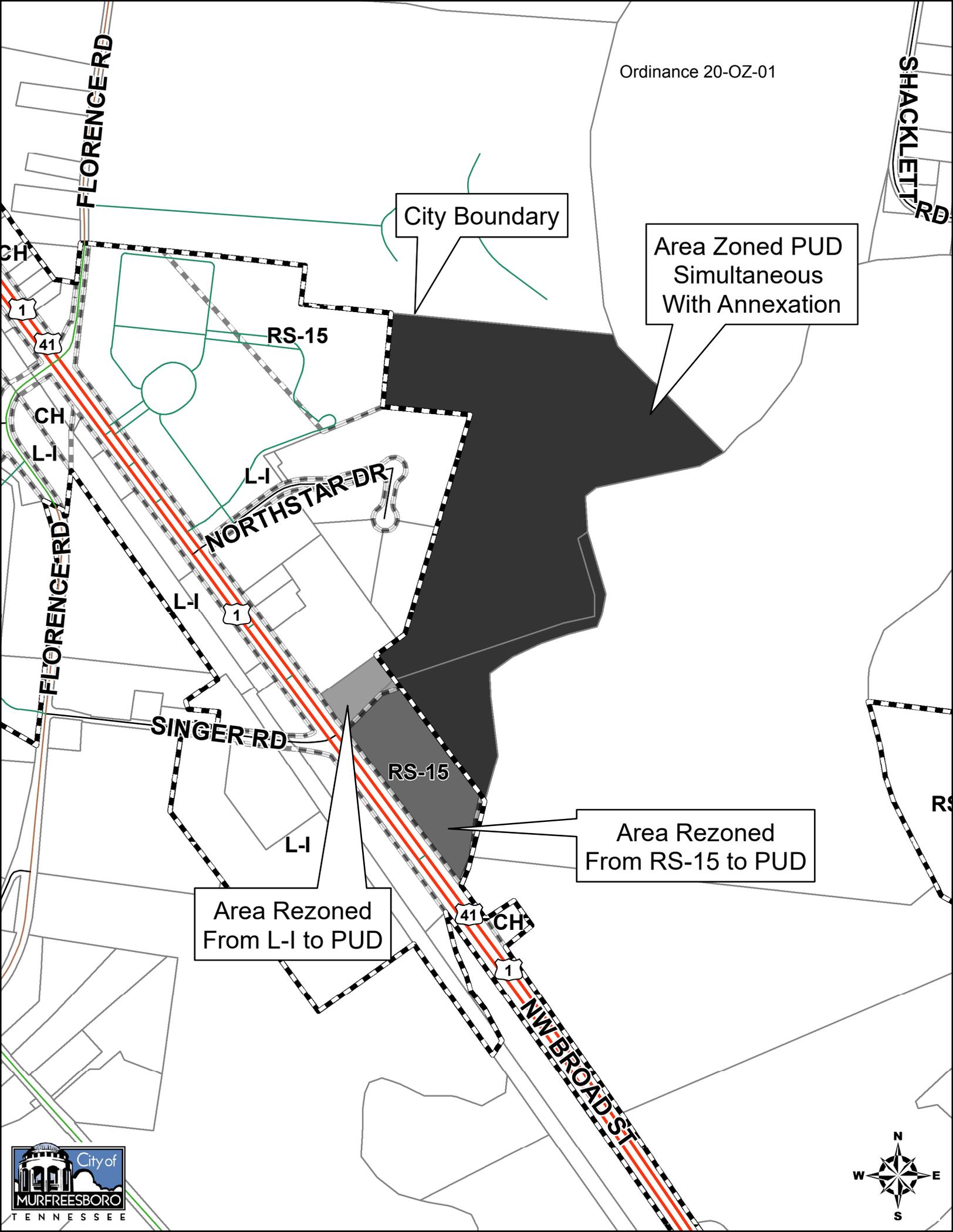
ATTEST:

APPROVED AS TO FORM:

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

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

SEAL



City Boundary

Area Zoned PUD  
Simultaneous  
With Annexation

Area Rezoned  
From L-I to PUD

Area Rezoned  
From RS-15 to PUD



# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

---

**Item Title:** Mandatory Referral for Right-of-Way Abandonment Along Esther Lane

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**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**

Consider request to abandon a portion of Esther Lane right-of-way.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on September 2, 2020.

**Background Information**

In this mandatory referral [2020-713], Council is being asked to consider abandoning a portion of Esther Lane right-of-way (ROW) west of Rutledge Way. The ROW area to be abandoned includes portions along both the south and north sides of Esther Lane, each approximately 690 linear feet long by 10 feet in width. The purpose of the request is to reduce the current 80-foot width of this segment of Esther Lane ROW to a width of 60 feet instead (30 feet of ROW from the centerline of the street in both directions), consistent with the remainder of Esther Lane to the west. Based on responses from various utilities, a 10' public utility easement must be retained over the entire ROW abandonment area in order to accommodate existing utilities. The impetus for the proposed abandonment is a proposed building addition to the building located at the northwest corner of Rutledge Way and Esther Lane. The building addition is dependent on the ROW abandonment in order to comply with minimum building setback requirements.

The Planning Commission conducted a public hearing on this matter on September 2<sup>nd</sup> and then recommended approval subject to the following conditions:

1. A 10' public utility easement shall be retained over the entire study area.
2. Subdivision plat(s) shall be submitted for review and approval and then recorded in order to incorporate the abandoned ROW into the adjacent lot(s).
3. The property owner(s) for each parcel shall be responsible for preparing and submitting the legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.

4. The quitclaim deed(s) transferring the subject ROW and recording the required easement(s) shall be executed and recorded prior to the recording of the final plat(s).
5. All recording fees shall be paid by the applicant.

**Council Priorities Served**

*Improve Economic Development*

The abandonment of the subject right-of-way will help facilitate a building addition for one of the adjacent businesses.

*Establish Strong City Brand*

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, relinquishing its rights to surplus right-of-way so that property owners can more fully enjoy and utilize their property.

**Attachments:**

1. Staff comments from 09/02 Planning Commission meeting
2. Memorandum from Staff summarizing feedback from various departments and utilities
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 2, 2020  
PROJECT PLANNER: MARINA RUSH**

**4.h. Mandatory Referral/ROW Abandonment [2020-713] to consider the abandonment of a portion of Esther Lane Right-of-Way, Mid-South Property Acquisitions, LLC and the City of Murfreesboro Planning Department applicants.**

In this mandatory referral, the Planning Commission is being asked to consider approving the abandonment of a portion of Esther Lane right-of-way (ROW) as depicted on the attached maps. The ROW area to be abandoned includes a portion along the south side of Esther Lane, approximately 691 linear feet long by 10 feet in width, and along the north side of Esther Lane, also approximately 691 linear feet long by 10 feet width.

The purpose of the request is to reduce the current 80-foot width of this segment of Esther Lane ROW to a width of 60 feet instead, consistent with the remainder of Esther Lane to the west. There is 10 feet of ROW on each side of this segment of Esther Lane proposed to be abandoned, leaving 30 feet of ROW from the centerline of the street in both directions.

This report includes an attached map depicting the location of the portion of Esther Lane ROW to be abandoned. The blue line represents the ROW to be abandoned along the Mid-South Property Acquisitions, LLC property frontage and the red lines represent the ROW to be abandoned along the frontage of the adjacent properties, as included as additional study area by the City. A site plan for the Mid-South Property Acquisitions, LLC property is included in the staff report attachments depicting the details for that property, including a proposed addition that is dependent on the ROW abandonment in order to comply with minimum building setback requirements.

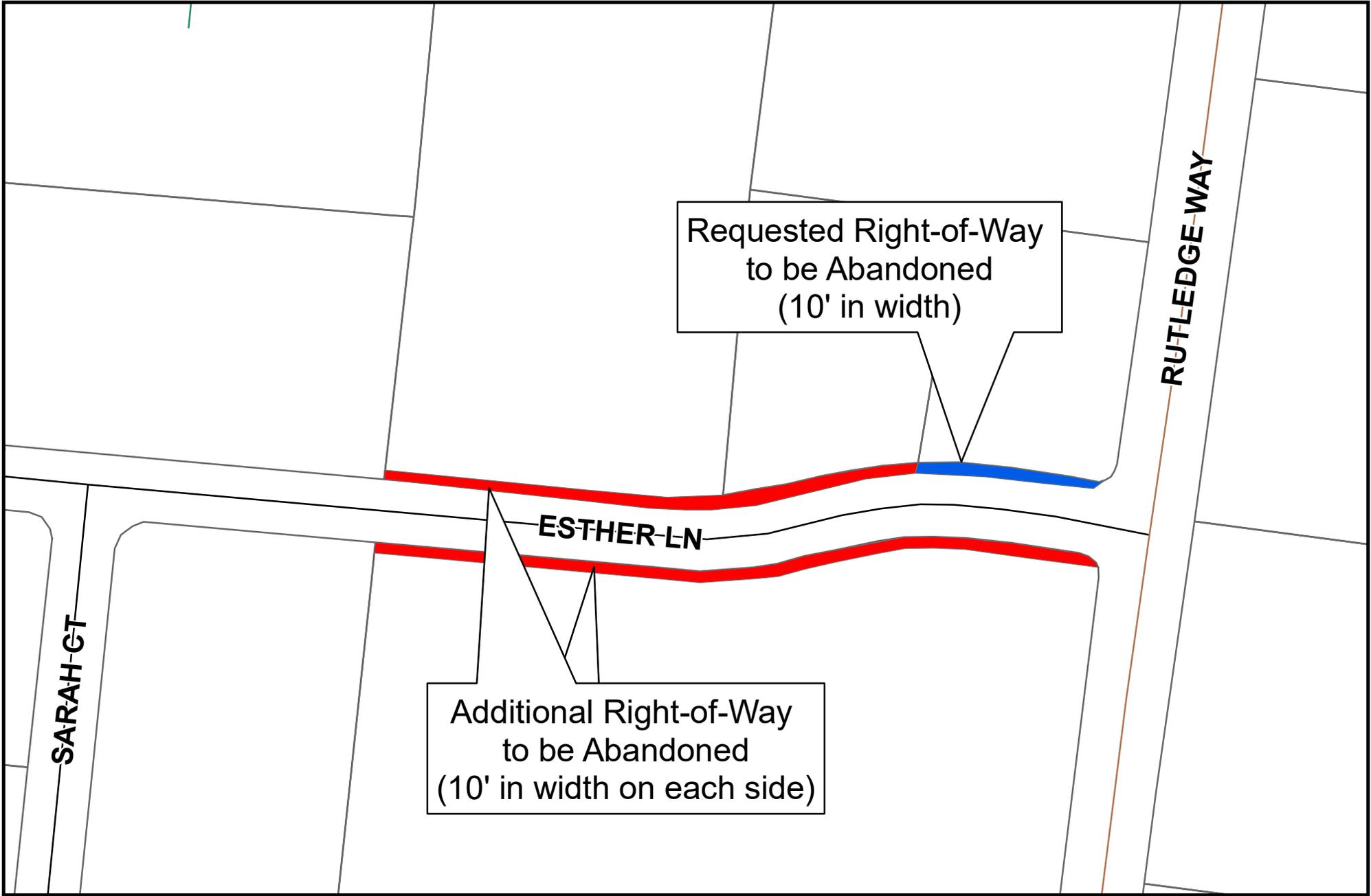
Staff obtained comments from other City departments and utility providers regarding the impact of the proposed abandonment. No existing utilities are required to be relocated in conjunction with this ROW abandonment. However, a 10' public utility easement must be retained over the entire ROW abandonment area in order to accommodate the existing utilities. The responses from the City Departments and utility providers are included in the attached memorandum from Planning staff. Based on the responses received, staff recommends the following conditions of approval:

### **Recommended Conditions of Approval**

1. A 10' public utility easement shall be retained over the entire study area.
2. Subdivision plat(s) shall be submitted for review and approval and then recorded in order to incorporate the abandoned ROW into the adjacent lot(s).
3. The property owner(s) for each parcel shall be responsible for preparing and submitting the legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
4. The quitclaim deed(s) transferring the subject ROW and recording the required easement(s) shall be executed and recorded prior to the recording of the final plat(s).
5. All recording fees shall be paid by the applicant.

### **Action Needed**

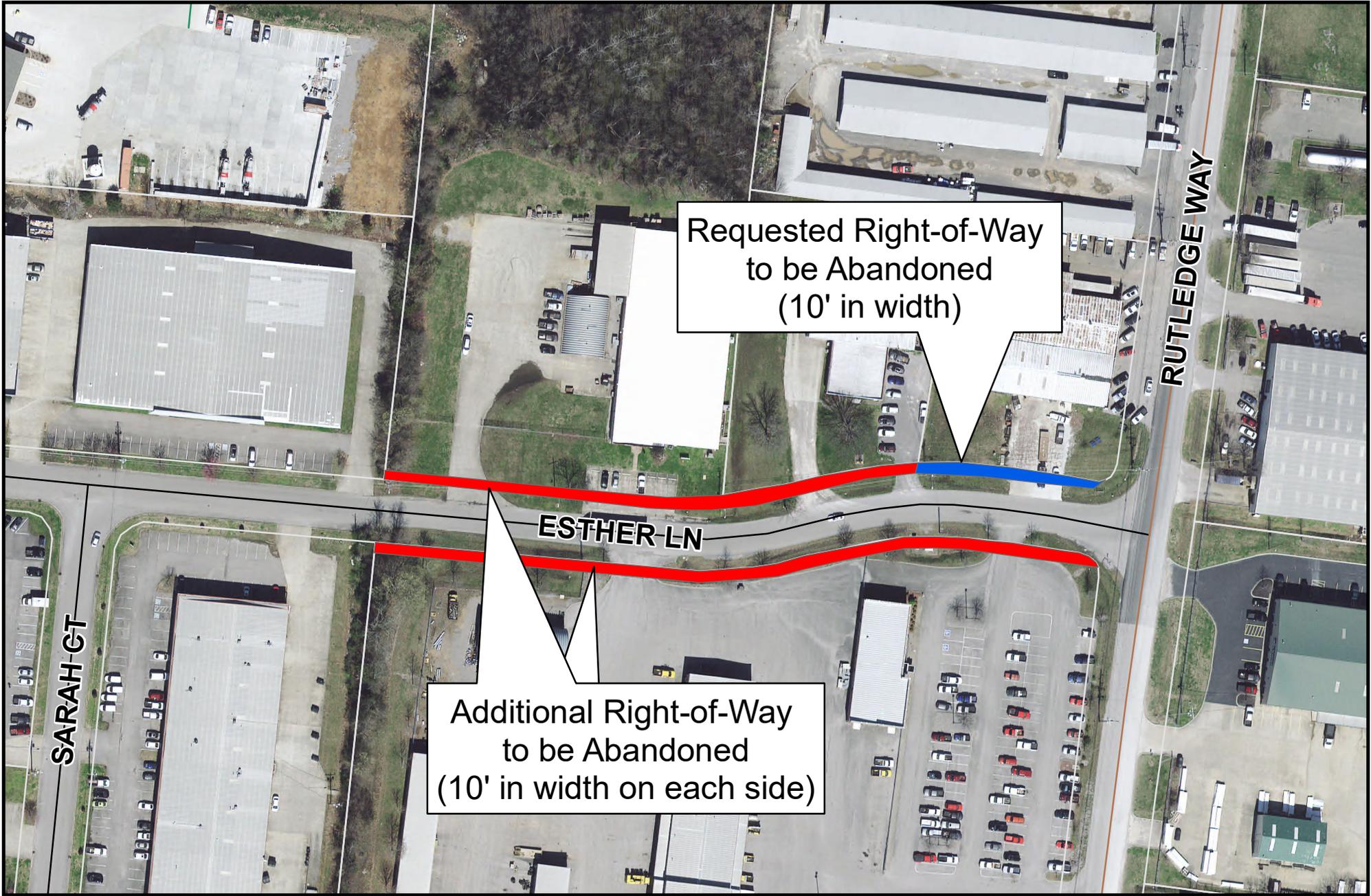
The Planning Commission will need to conduct a public hearing on this request and then formulate a recommendation to the City Council.



Request to Abandon Right-of-Way  
Of Esther Lane



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



### Request to Abandon Right-of-Way Of Esther Lane



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

July 14, 2020

Mr. Matthew Blomeley  
Murfreesboro Planning & Engineering Dept  
111 W. Vine St  
Murfreesboro, Tennessee 37130

RE: Mid-South Machine Expansion  
Esther Lane Right-of-Way Abandonment Request  
Murfreesboro, Tennessee

Dear Mr. Blomeley:

Please accept this as our formal request for the City of Murfreesboro to abandon a portion of Right-of-Way for Esther Lane that is shown to the west of Rutledge Way. Furthermore, the attached exhibit highlights this area.

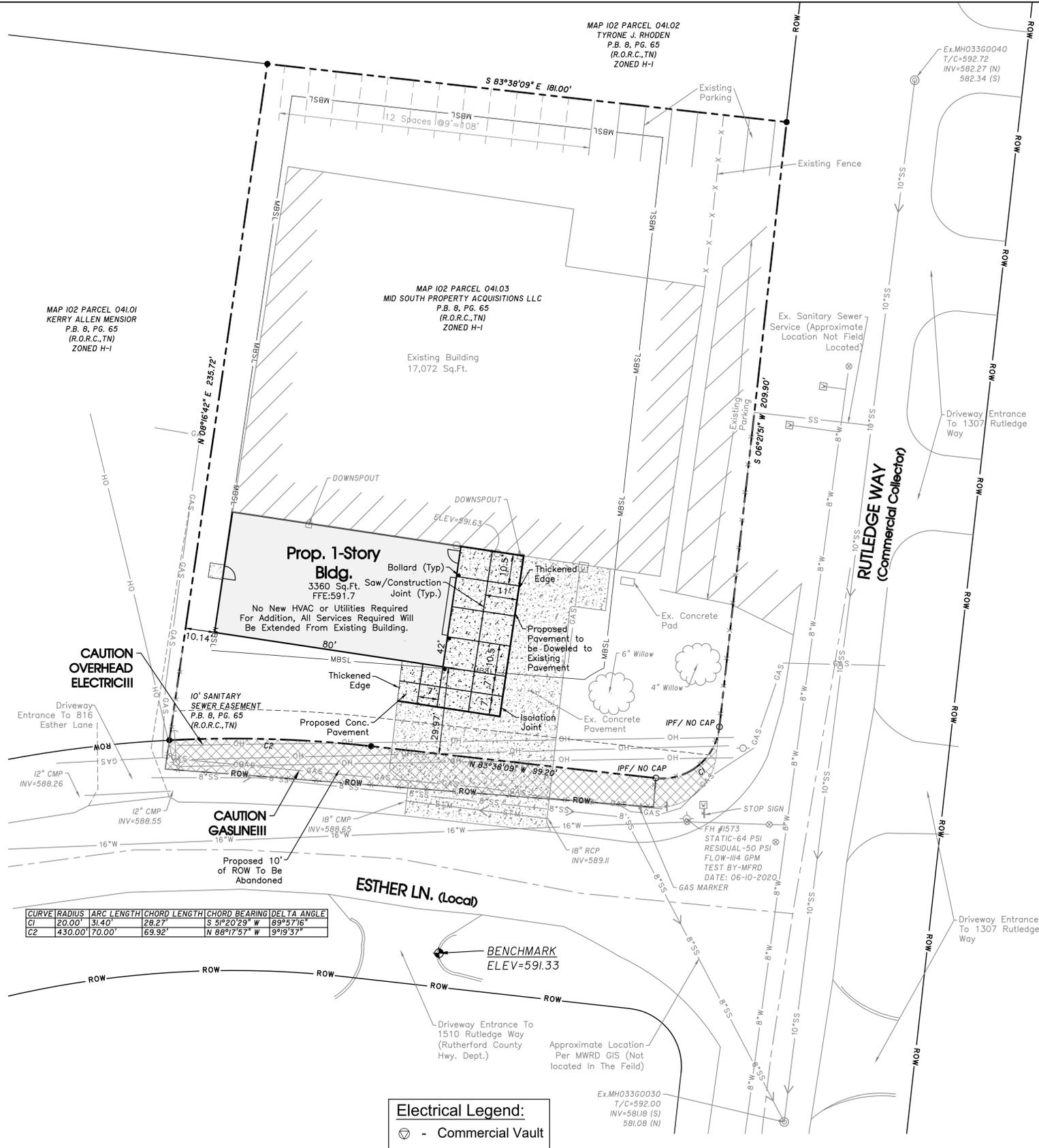
This segment of right-of-way along Esther Lane appears to be excess and not needed.

If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)

Sincerely,



Matt Taylor, P.E.  
Vice-President  
SEC, Inc



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.40'	26.27'	S 5°20'29" W	89°57'16"
C2	430.00'	170.00'	69.92'	N 68°17'57" W	9°19'37"

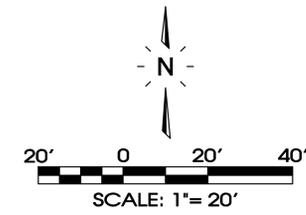
**Electrical Legend:**

	- Commercial Vault
	- Transformer

The proposed electrical, gas, water and telecommunications information shown hereon is not an actual design to be used for construction, and is for reference and illustrative purposes only. The contractor shall refer to the actual final design for each proper discipline (electrical, civil, mechanical, etc.) with the Tennessee professional engineer's seal, for precise design information.

**Note:**  
 1) No New Solid Waste Service Required.  
 2) No New Lighting Proposed With Addition.

**Note:**  
 Planning Department Approval Of This Site Plan, May Or May Not Adequately Reflect The Latest Requirements And/Or Plans Approved By Murfreesboro Water Resources Department (MWRD). This Also Applies To Site Plans That Are Included In The Building Permit Set. Contractor Must Verify With MWRD That They Are Using Approved Utility Plans.



**Legend:**

	EXIST. CONCRETE MONUMENT		BENCHMARK
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT		DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK		PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE		EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION		SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT		CONCRETE SWALE
	MANHOLE		TYPE- X- HEADWALL

EXISTING PHONE	PH
EXISTING ELECTRIC	OH
PROPERTY LINE	---
EASEMENTS	---
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF
EROSION EEL	E E E
EXISTING TREELINE	~ ~ ~
EXISTING FENCELINE	- X - X - X - X -
MINIMUM BUILDING SETBACK LINE	---
PHASE BOUNDARY	-----
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM
PROPOSED STORM	STM
EXISTING CONTOUR LINES	---601---
PROPOSED CONTOUR LINES	---601---
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
EXISTING WATER	W W
PROPOSED WATER	W W

**Owner/Developer:**  
 Mid South Property Acquisitions, LLC  
 1310 Rutledge Way  
 Murfreesboro, TN 37129  
 Contact: Rickey Butler

**Dead Reference:**  
 Plat Book 8 Page 65, Lot 1  
 Tax Map 102 Parcel 41.03  
 R.Bk. 1798 Pg. 3319

**Yard Requirements:**  
 Front: 42'  
 Side: 10'  
 Rear: 20'

**Intended Use:**  
 Warehouse

**Land Use Data:**  
 Zoned: H-1  
 1-Story Building  
 Building Ht.: 20'-11"  
 Existing: 17,072 Sq.Ft.  
 Proposed: 3,360 Sq.Ft.  
 Total Floor Area: 20,432 Sq.Ft.  
 1 Lot on: 0.98± Acres

**Parking Requirements:**  
 1.5 Spaces x 10 Employees + (1 Space x 5 business Vehicles) = 13 Spaces Required  
 Existing Provided = 16 Total Spaces Provided

**Flood Map No.:**  
 This site lies within Zone X, outside the 100 Year Floodplain, per Community Panel 47146C020H dated January 5, 2007.

**Owner/Developer:**  
 Mid South Property Acquisitions, LLC  
 850 MIDDLE TENNESSEE BOULEVARD  
 MURFREESBORO, TENNESSEE 37129  
 PHONE: (615) 880-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 885-2567  
 NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

**SEC, Inc.**  
 SITE ENGINEERING CONSULTANTS  
 ENGINEERING • SURVEYING • LAND PLANNING  
 LANDSCAPE ARCHITECTURE

**REVIEW SET**  
 (Not Intended for Construction)

**MidSouth Machine Building Addition**  
 Murfreesboro, Tennessee

**Site & Utility Plan**

DATE: 6-11-20  
 DRAWN: SJA/CFB3  
 CHECKED: MAT  
 FILE NAME: 20116project  
 SCALE: 1"=20'  
 JOB NO: 20116  
 SHEET: C2.0

# Memorandum

**To:** Greg McKnight, Planning Director  
**From:** Marina Rush, Principal Planner  
**Date:** September 2, 2020  
**Re:** Esther Lane Right-of-Way (ROW) abandonment (portion)

---

Following is a summary of the City department staff and utility provider comments regarding the requested abandonment of a portion of approximately 692 linear feet of ROW abandonment of Esther Lane:

## **Engineering Department**

The request to abandon ROW should be subject to submission and recording of a deed (or deeds) transferring the abandoned ROW. The deed should reserve a 10' public utility easement along both sides of Esther Lane. In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

## **Fire and Rescue Department**

The ROW abandonment will not affect the Murfreesboro Fire and Rescue Department.

## **Police Department**

The ROW abandonment will not affect the Murfreesboro Police Department.

## **Solid Waste Department**

The ROW abandonment will not affect the Murfreesboro Solid Waste Department.

## **Murfreesboro Water Resources Department (MWRD)**

The Department has no water and sewer infrastructure facilities along the south side of Esther Lane. It has an existing 16-inch water main within the ROW abandonment area along the north side of Esther Lane. The Department has an existing 8-inch sewer main within the ROW abandonment area along the north site of Esther Lane. Therefore, the Department requests an easement to be retained for the full width and length of the abandonment request.

**Consolidated Utility District (CUD)**

The ROW abandonment will not affect CUD.

**Middle Tennessee Electric Membership Corporation (MTEMC)**

MTEMC has overhead electric facilities in the Esther Lane ROW, primarily along the north side, and an electric pole on the south side that serves AT&T facilities. The ROW abandonment will require new utility easements to be recorded on the affected properties.

**AT&T**

AT&T has existing lines on both sides of Esther Lane. On the north side are aerial cables and on the south side are multiple cabinets at 1350 Rutledge Way. The ROW abandonment will require new utility easements to be recorded on the affected properties.

**Atmos Energy**

Atmos Energy is requesting an easement from the property owner(s) for their facilities in the abandonment area. Atmos is also asking for a minimum of three feet of separation from their facilities for any future utilities or signage.

**Comcast**

Comcast has aerial facilities within the Esther Lane ROW along the north side only. The ROW abandonment will require new utility easement along the north side affected properties for the existing Comcast facilities.

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

---

**Item Title:** Mandatory Referral for Abandonment of Sanitary Sewer Easement along East Vine Street

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**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**

Consider request to allow abandonment of sanitary sewer easement along East Vine Street and First Avenue

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on September 16, 2020.

The Water Resources Board voted to recommend approval on August 25, 2020.

**Background Information**

In this mandatory referral [2020-715], Council is being asked to consider the abandonment of a sanitary sewer easement on property located at the southwest corner of East Vine Street and First Avenue. This easement abandonment request is from Huddleston-Steele Engineering, Inc. on behalf of the property owners, Michael and Kelly Pingicer. They are requesting the abandonment of an existing 28'-wide sanitary sewer easement located as shown on the attached exhibit. This easement was recorded by plat and was intended for a proposed sanitary sewer main extension across Lot 1 to serve Lot 25 to the west. Another plat has been prepared to combine Lots 1 and 25 back into one lot of record; therefore, the sanitary sewer easement will no longer be necessary.

If this mandatory referral is approved, Staff and the Planning Commission recommend the following conditions:

- 1) The applicant shall provide to the City Legal Department all the necessary documentation required to prepare and record the necessary legal instruments, including any legal descriptions and exhibits needed.
- 2) The applicant shall be responsible for recording said legal instrument, including any recording fees.
- 3) The resubdivision plat combining the two existing lots into one lot of record must be recorded prior to the recording of said legal instrument.

If approved, then the Mayor will be authorized to sign the necessary documents to

convey the City's interest back to the owner.

**Council Priorities Served**

*Establish Strong City Brand*

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement so that property owners can more fully enjoy and utilize their property.

**Attachments:**

1. Staff comments from September 16, 2020 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 16, 2020  
PROJECT PLANNER: AMELIA KERR**

- 4.i. Mandatory Referral [2020-715] to consider the abandonment of an existing sanitary sewer easement located along East Vine Street and First Avenue, Huddleston-Steele Engineering, Inc. applicant.**

The subject property is located at the southwest corner of East Vine Street and First Avenue. This easement abandonment request is from Huddleston-Steele Engineering, Inc. on behalf of the property owners, Michael and Kelly Pingicer. They are requesting the abandonment of an existing 28'-wide sanitary sewer easement located as shown on the attached exhibit. This easement was recorded by plat and was intended for a proposed sanitary sewer main extension across Lot 1 to serve Lot 25. Another plat has been prepared to combine Lots 1 and 25 back into one lot of record; therefore, the sanitary sewer easement will no longer be necessary. At its August 25, 2020 regular meeting, the Murfreesboro Water Resources Board recommended the approval of this request.



If this mandatory referral is approved, Staff recommends the following conditions:

- 1) The applicant shall provide to the City Legal Department all the necessary documentation required to prepare and record the necessary legal instruments, including any legal descriptions and exhibits needed.
- 2) The applicant shall be responsible for recording said legal instrument, including any recording fees.
- 3) The resubdivision plat combining the two existing lots into one lot of record must be recorded prior to the recording of said legal instrument.

If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner. The Planning Commission will need to discuss this mandatory referral and formulate a recommendation to City Council.



City of Murfreesboro  
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, <b>INCLUDING</b> abandonment of right-of-way.....	\$350.00
Mandatory Referral, <b>NOT INCLUDING</b> abandonment of right-of-way.....	\$150.00

Property Information:

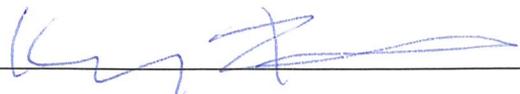
Tax Map/Group/Parcel: 90P "K" 4.00 | Address (if applicable): 200 First Ave  
 Street Name (if abandonment of ROW):  
 Type of Mandatory Referral: 28 foot Sanitary Sewer Easement

Applicant Information:

Name of Applicant: Michael and Kelly Pingicer  
 Company Name (if applicable):  
 Street Address or PO Box: 200 First Ave  
 City: Murfreesboro  
 State: TN | Zip Code: 37130  
 Email Address: michael.pingicer@gmail.com  
 Phone Number: (917) 673-9226

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

  
 Applicant Signature

8/7/20  
 Date



August 5, 2020

Mr. Greg McKnight, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Abandonment of 28' Sanitary Sewer Easement  
Bilbro Addition Annex to Murfreesboro Subdivision  
Resubdivision of Block D, Lot 1

Dear Mr. McKnight:

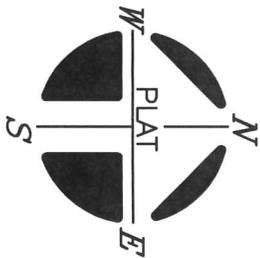
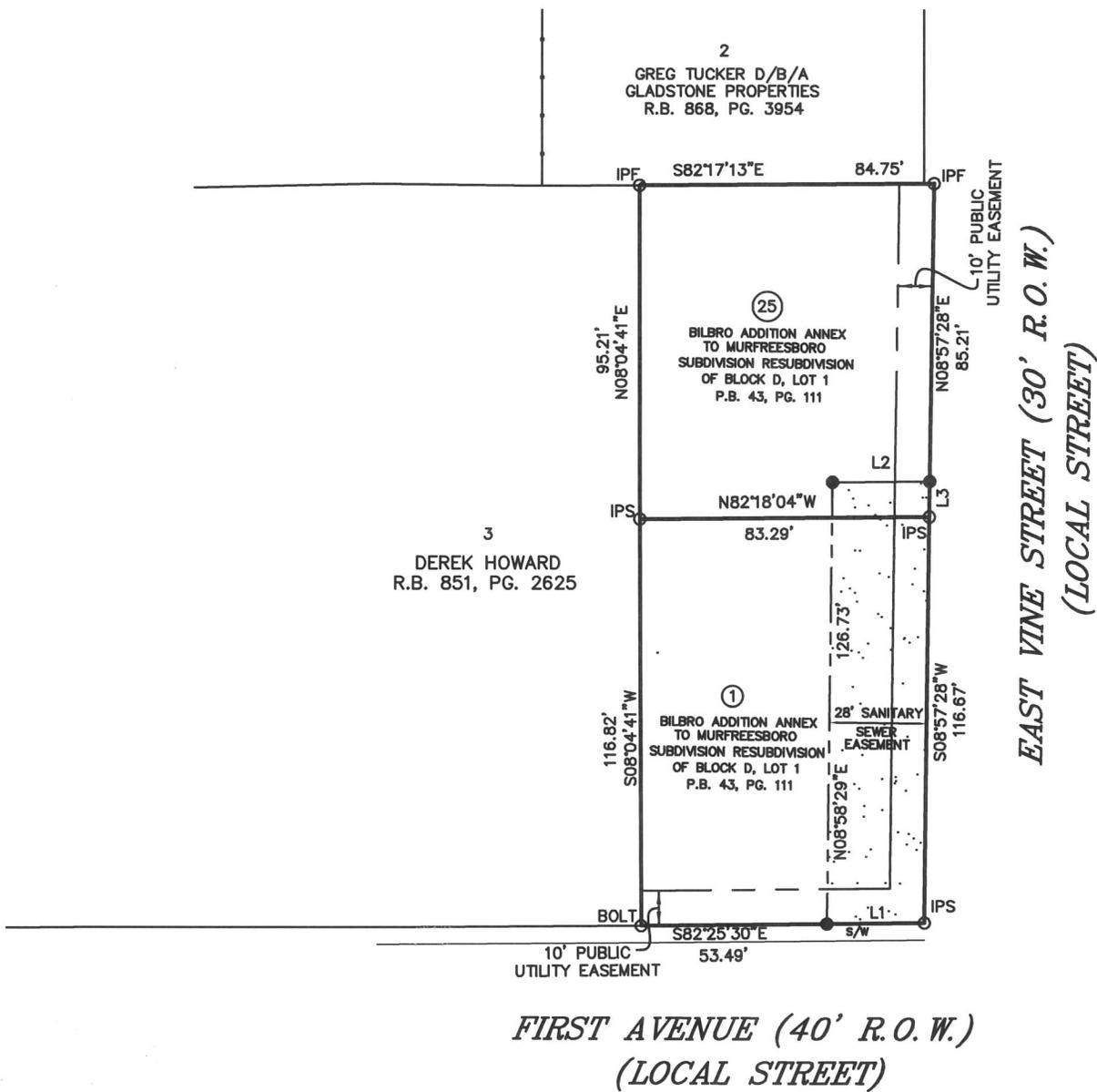
At the request of our client, Michael and Kelly Pingicer, we hereby make a request to abandon the existing 28' Sanitary Sewer Easement that was recorded in Plat Book 43, Page 111 (Bilbro Addition Annex to Murfreesboro Subdivision Resubdivision of Block D, Lot 1), with a mandatory referral by Planning Commission. Property description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEEL ENGINEERING, INC.

A handwritten signature in blue ink, reading "Phillip G. Chapman". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Phillip G. Chapman R.L.S. 2007



LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°25'30"E	28.01'
L2	S82°18'02"E	28.00'
L3	S08°57'28"W	10.00'

## EXHIBIT FOR 28 FOOT SANITARY SEWER EASEMENT ABANDONMENT

OWNER: MICHAEL PINGICER AND KELLY PINGICER  
 ADDRESS: 200 FIRST AVE.  
 PROPERTY: LOTS 1 & 25 BILBRO ADDITION  
ANNEX TO MURFREESBORO SUBDIVISION  
RESUBDIVISION OF BLOCK D, LOT 1  
TAX MAP 90P GROUP " K " PARCEL 4.00  
 RECORDED: PLAT BOOK: 43, PAGE: 111

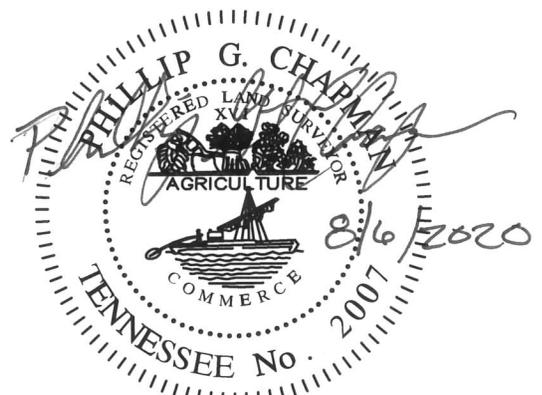
Property Located: 9th Civil District  
Rutherford County, Tennessee  
 SCALE: 1"=50'  
 DATE: Aug. 5, 2020

**HS HUDDLESTON-STEELE  
ENGINEERING, INC.**

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
 SURVEYING : 893 - 4084, FAX: 893 - 0080

**NOTES:**

1. Not to be used for property line relocation.
2. This was done under the authority of TCA 62-18-126.
3. This is not a general property survey as defined under Rule 0820-3-.07



Property Description  
Michael Pingicer and Kelly Pingicer  
Tax Map 90P, Group K, Parcel 4.00  
Plat Book 43, Page 111

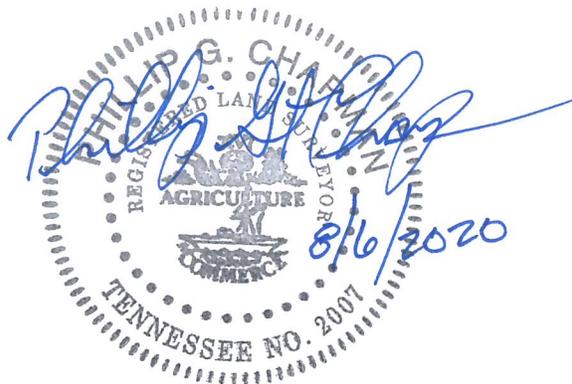
28' Sanitary Sewer Easement Abandonment

Located in the 9th Civil District of Rutherford County, Tennessee. Bound on the north by East Vine Street; on the east by First Avenue; on the south by Lots 1 and 25, Bilbro Addition Annex to Murfreesboro Subdivision Resubdivision of Block D, Lot 1 (Plat Book 43, Page 111); and on the west by Lot 25, Bilbro Addition Annex to Murfreesboro Subdivision Resubdivision of Block D, Lot 1 (Plat Book 43, Page 111).

**Beginning** at an iron pin set in the west right-of-way of First Avenue at the intersection of East Vine Street and First Avenue, said pin being the northeast corner of this easement; thence with the west right-of-way of First Avenue, S82°25'30"E, 28.01 feet to a point, being the southeast corner of this easement; thence leaving said right-of-way with the north line of Lots 1 and 25, Bilbro Addition Annex to Murfreesboro Subdivision Resubdivision of Block D, Lot 1, respectively, S08°58'29"W, 126.73 feet to a point, being the southwest corner of this easement; thence with the east line of Lot 25, Bilbro Addition Annex to Murfreesboro Subdivision Resubdivision of Block D, Lot 1, N82°18'02"W, 28.00 feet to a point, being the northwest corner of this easement; thence with the south right-of-way of East Vine Street, N08°57'28"E, 10.00 feet to an iron pin set; thence N08°57'28"E, 116.67 feet to the pin at the beginning, containing 0.08 acres, more or less.

This easement is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129





*... creating a better quality of life*

# *MEMORANDUM*

DATE: August 17, 2020  
TO: Water Resources Board  
FROM: Valerie H. Smith  
SUBJECT: Sewer Easement Abandonment  
Lots 1 & 25 Bilbro Addition

---

## **Background**

This easement abandonment request is from Huddleston Steele Engineering, Inc. on behalf of Michael and Kelly Pingicer. They are requesting the abandonment of an existing sewer easement as shown on the attached exhibit. This easement was recorded by plat and was intended for a proposed sewer main extension across Lot 1 to serve Lot 25. Another plat has been prepared to combine Lots 1 & 25 back into one lot of record therefore the sewer easement will no longer be necessary.

## **Recommendation**

Staff recommends that the Board recommend to the Planning Commission and City Council approval of abandoning this existing sewer easement.

## **Fiscal Impact**

Not applicable. The easement was dedicated through the recording of a plat by the developer.

## **Attachment**

Easement Abandonment Request  
Abandonment Exhibit

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

---

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

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

---

## Summary

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

## Staff Recommendation

Schedule public hearings for items "a" and "f" below on October 22, 2020 and for items "b" through "e" on October 29, 2020. November 5, 2020 is another option if Council prefers.

## Background Information

During its regular meeting on September 2, 2020, the Planning Commission conducted public hearings on the six items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend the approval of items "a" through "e." Item "f" was deferred but subsequently brought back up under "Old Business" at the September 16, 2020 regular meeting and recommended for approval.

- a. Zoning application [2020-410] for approximately 0.4 acres located at 206 Dill Lane to be rezoned from RS-15 to RS-8, The Journey Home, Inc. applicant.
- b. Annexation plan of services and annexation petition [2020-503] for approximately 1 acre located along Clays Mill Drive and Sulphur Springs Road, Allison Magna and Elizabeth Helander applicants.
- c. Annexation plan of services and annexation petition [2020-502] for approximately 2.12 acres located along Veterans Parkway north of Franklin Road, Overall Creek Partners and Somphone Ruangtip applicants.
- d. Zoning application [2020-411] for approximately 2.12 acres located along Veterans Parkway north of Franklin Road to be zoned CH simultaneous with annexation, Overall Creek Partners applicant.
- e. Zoning application [2020-412] to amend the PRD zoning (Laurelstone PRD) on approximately 46.5 acres located along Lascassas Pike north of DeJarnette Lane, Goodall Homes, LLC applicant.

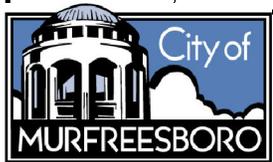
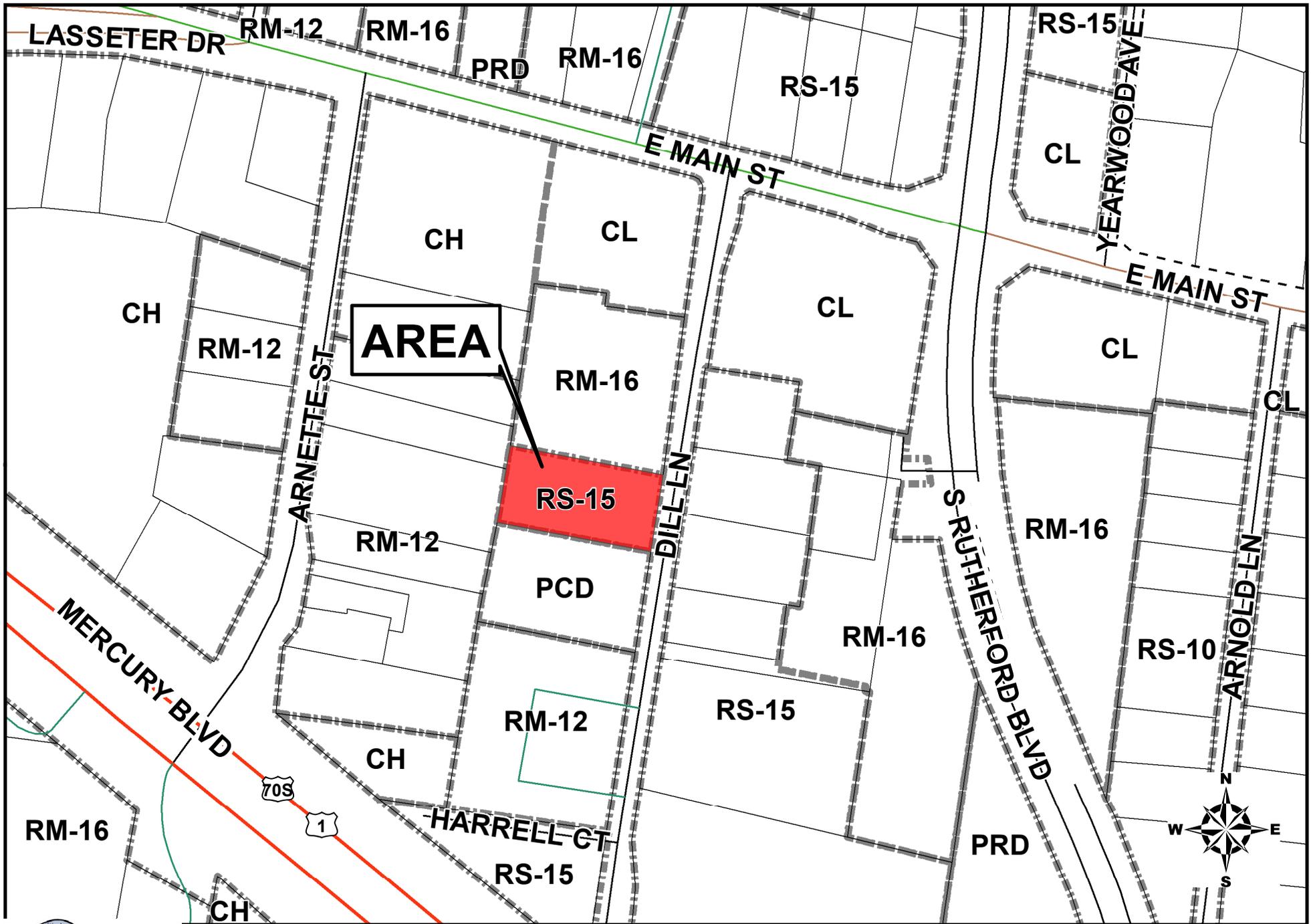
- f. Zoning application [2020-409] for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail to be rezoned from MU, GDO-1, and GDO-2 to PUD (Clari Park PUD), CH, GDO-1, and GDO-2, Hines Acquisitions, LLC applicant.

**Fiscal Impact**

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

**Attachments:**

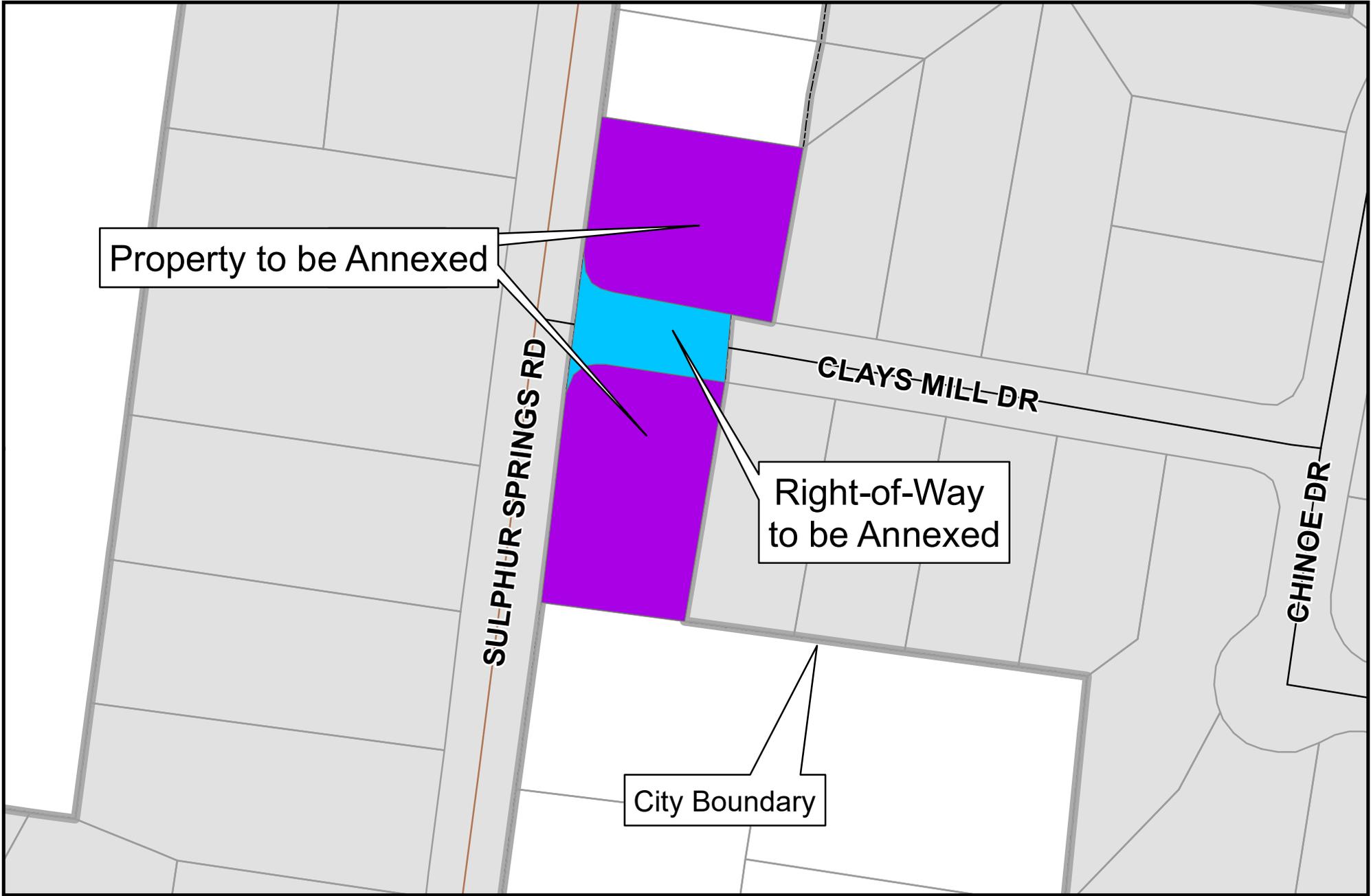
1. Map for zoning application for approximately 0.4 acres located along Dill Lane
2. Map for annexation petition for approximately 1 acre located along Clays Mill Drive and Sulphur Springs Road
3. Map for annexation petition for approximately 2.12 acres located along Veterans Parkway
4. Map for zoning application for approximately 2.12 acres located along Veterans Parkway
5. Map for zoning application for approximately 46.5 acres located along Lascassas Pike
6. Map for zoning application for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail



**Zoning Request for Property Along Dill Lane  
RS-15 to RS-8**



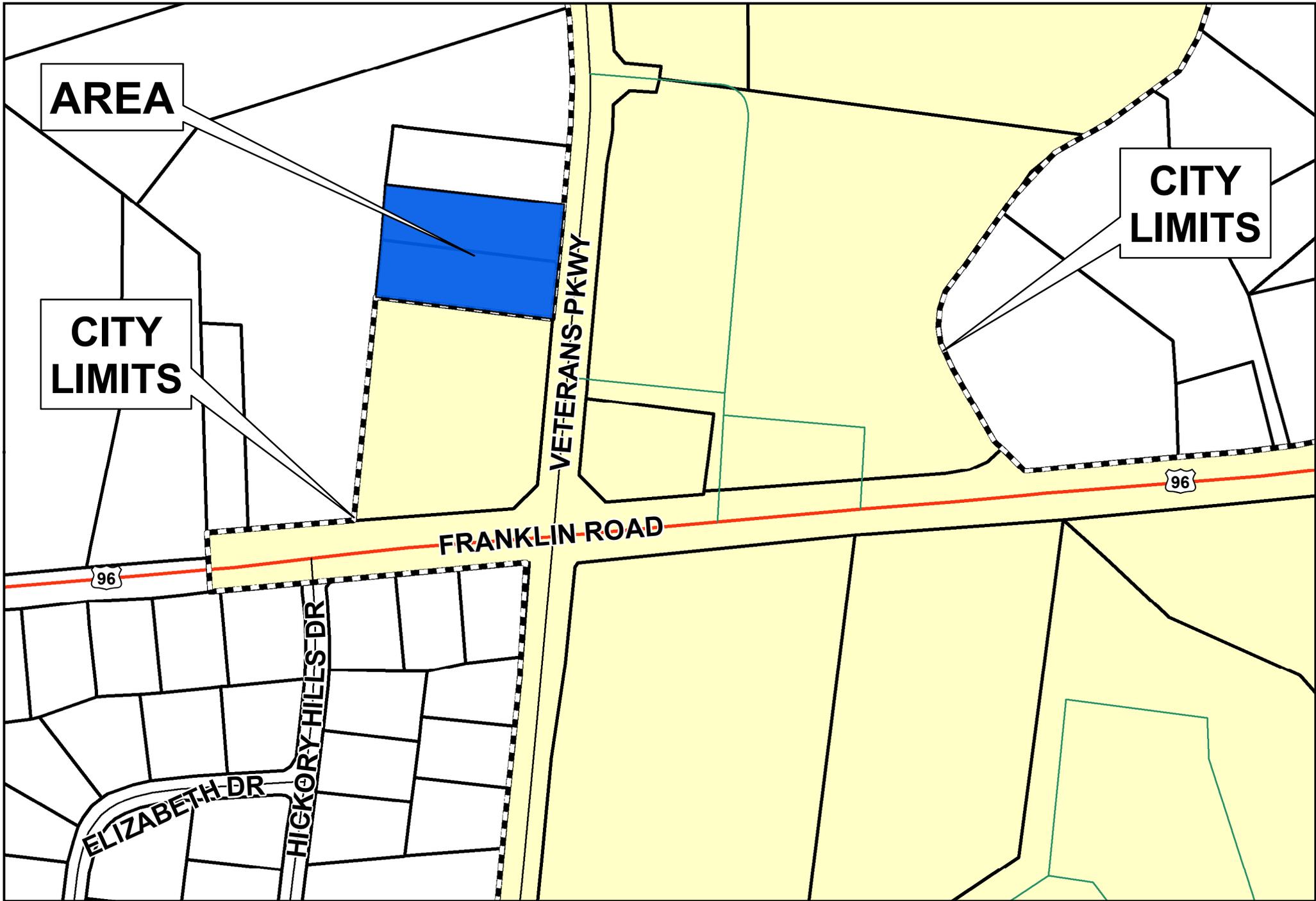
Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



Annexation Request for Property Along  
Clays Mill Drive and Sulphur Springs Road



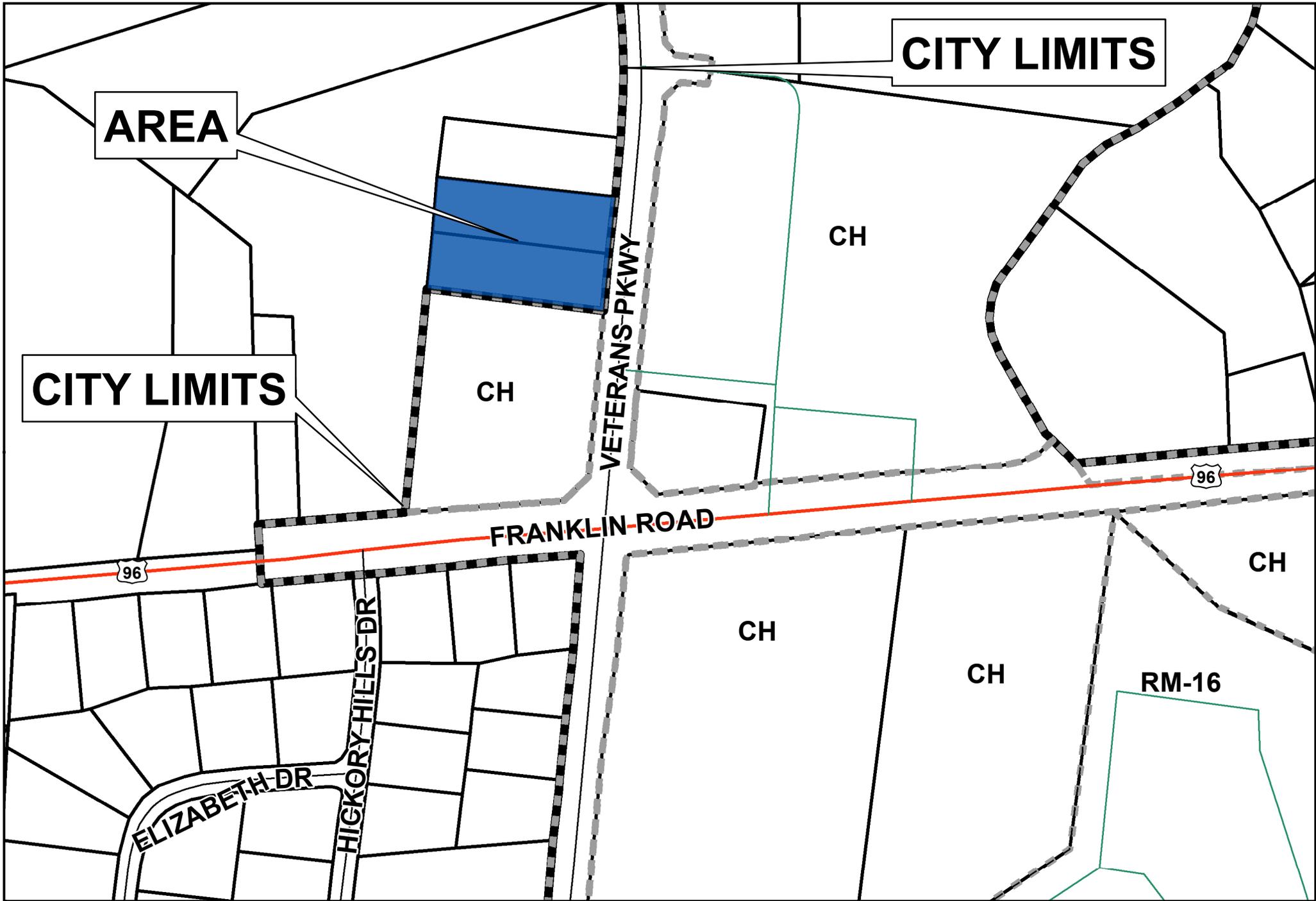
Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



**Annexation Request for Property Along Veterans Parkway**



Planning Department  
 City of Murfreesboro  
 111 West Vine Street  
 Murfreesboro, TN 37130  
[murfreesborotn.gov/planning](http://murfreesborotn.gov/planning)



**AREA**

**CITY LIMITS**

**CITY LIMITS**

CH

CH

VETERANS PKWY

FRANKLIN ROAD

96

96

CH

CH

CH

RM-16

ELIZABETH DR

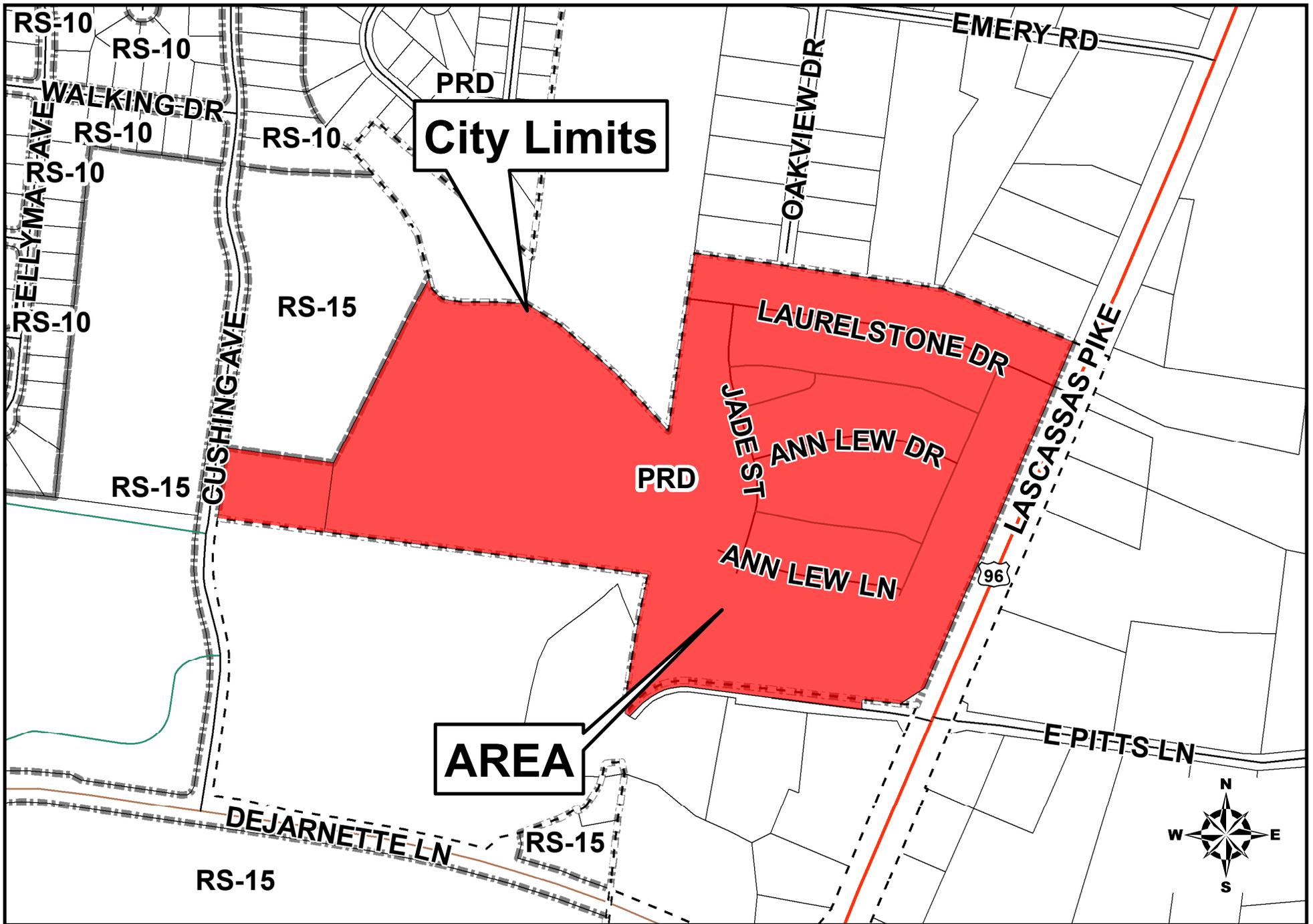
HICKORY HILLS DR



**Zoning Request Along Veterans Parkway  
CH Simultaneous with Annexation**



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

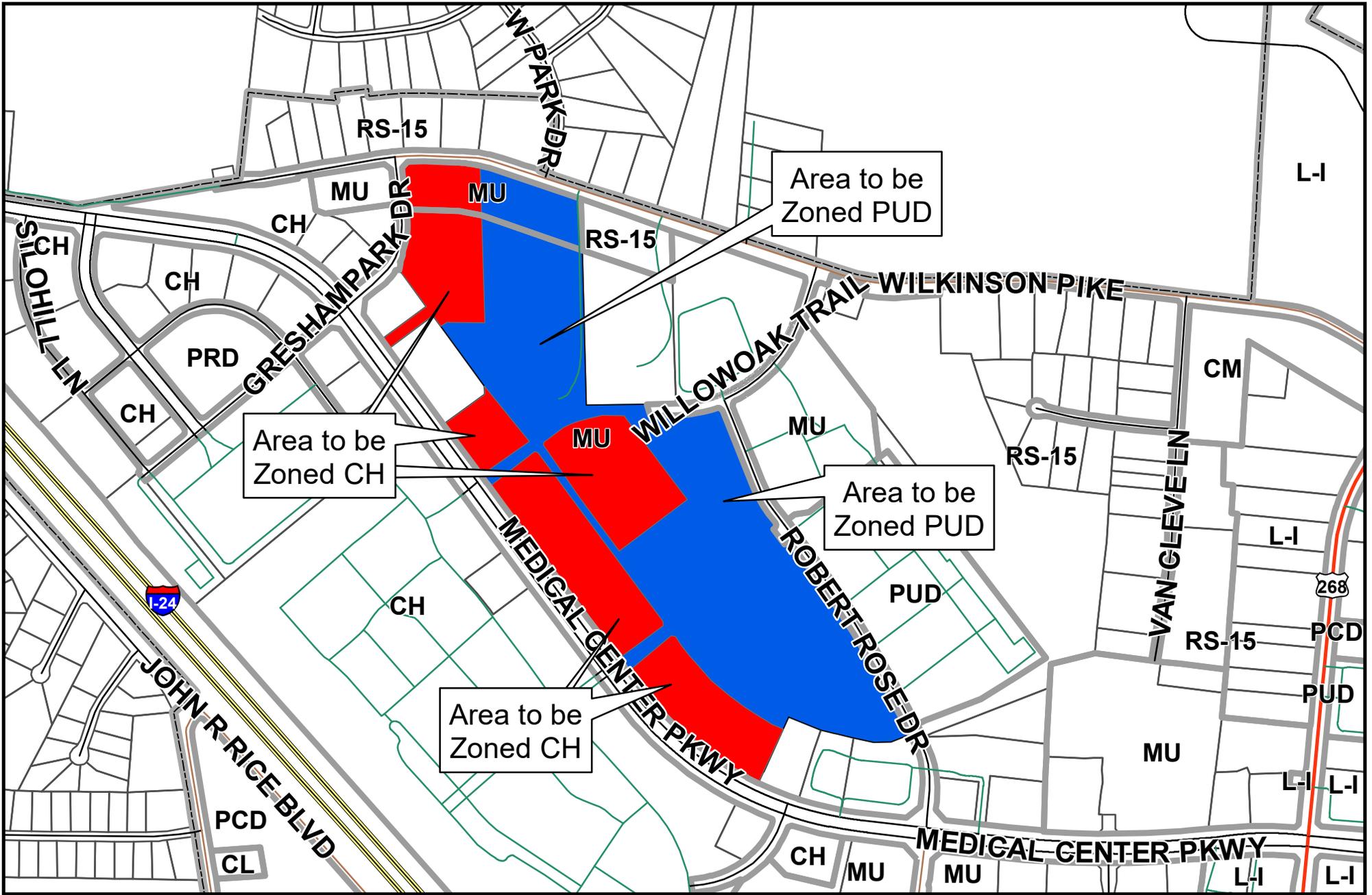


T E N N E S S E E

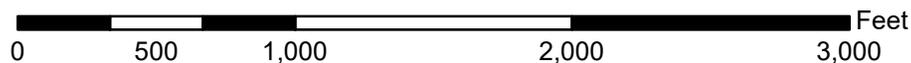
## Zoning Request for Property Along Lascassas Pike PRD Amendment (Laurelstone PRD)



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



Rezoning Request for Property Along Medical Center Parkway,  
 Robert Rose Drive and Wilkinson Pike  
 MU to CH and MU to PUD (Clari Park PUD)  
 (The existing GDO-1 and GDO-2 boundaries are not affected by this zoning request)



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

# COUNCIL COMMUNICATION

Meeting Date: 09/24/2020

---

**Item Title:** LPRF Grant for Jordan Farm Soccer Facility Amenities

**Department:** Parks and Recreation

**Presented by:** Nate Williams, Director

**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**

LPRF Grant Agreement

**Staff Recommendation**

Approve LPRF Grant Agreement for Jordan Farm Soccer Facility Amenities

**Background Information**

The City was awarded a \$250,000 Local Parks and Recreation Fund (LPRF) grant, administered through the Tennessee Department of Environment and Conservation, for the soccer facility located on the former Jordan Farm property of Richard Siegel Park. The grant aids costs for construction of a restroom building and pavilion, walkways, plaza, and site furnishings, as well as site utilities.

Council approved the application for the grant and committed matching funds through Resolution 16-R-08 on April 21, 2016. The award was announced on August 3, 2016; the City entered an agreement with Griggs and Maloney, Inc., for design and bidding phase services, environmental consultation and coordination, and grant administration services.

The LPRF Grant Agreement is effective November 1, 2020 through October 31, 2022 (term).

**Council Priorities Served**

*Responsible budgeting*

Grant funding offsets local costs in providing services.

**Fiscal Impact**

The awarded LPRF grant is a 50% match, with a maximum funding amount of \$250,000 for a \$500,000 project. Matching funds were allocated in the CIP.

**Attachments:**

- 1) LPRF Grant Agreement for Jordan Farm Soccer Facility Amenities
- 2) Resolution 16-R-08



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> November 1, 2020	<b>End Date</b> October 31, 2022	<b>Agency Tracking #</b> 32701-04175	<b>Edison ID</b> 68142		
<b>Grantee Legal Entity Name</b> City of Murfreesboro			<b>Edison Vendor ID</b> 0000004110		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA #: N/A</b>			
		<b>Grantee's fiscal year end: June 30</b>			
<b>Service Caption (one line only)</b> Local Park and Recreation Fund for 2016 LPRF Murfreesboro Jordan Farm Soccer Facility Amenities.					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021	\$250,000.00				\$250,000.00
2022					
2023					
<b>TOTAL:</b>	\$250,000.00				\$250,000.00
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Park and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.		
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Scott Hammer 1<sup>st</sup></i>				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> EN00016412		<b>Account Code (optional)</b> 71302000 - City			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of 2016 LPRF Murfreesboro Jordan Farm Soccer Facility Amenities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 0000004110.

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities: (1)  land acquisition for local parks, natural areas, greenways; (2)  land acquisition for recreational facilities; (3)  trail development; and (4)  capital projects in parks, natural areas, and greenways. Further details are provided in Attachment A.
- A.3. The Grantee agrees to comply with the provisions of the Local Park and Recreation Fund Manual.
- A.4. The Grantee has been provided a copy of the Local Park and Recreation Fund Manual.
- A.5. Work completed under this grant is subject to inspection by the Park and Recreation Technical Advisory Service (PARTAS).

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on November 1, 2020 ("Effective Date") and ending on October 31, 2022, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Environment and Conservation  
 Recreation Educational Services  
 William R. Snodgrass Tennessee Tower  
 312 Rosa L. Parks Avenue, 2nd Floor  
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Environment and Conservation, Recreation Educational Services Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or

the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

Gerald F. Parish, Jr., Director  
Recreation Educational Services Division  
Tennessee Department of Environment and Conservation  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 2<sup>nd</sup> Floor  
Nashville, Tennessee 37243  
Email Address: [Gerald.Parish@tn.gov](mailto:Gerald.Parish@tn.gov)  
Telephone # (615) 532-0748  
FAX # (615) 532-0732

The Grantee:

Honorable Shane McFarland  
Mayor, City of Murfreesboro  
P. O. Box 1139  
Murfreesboro, TN 37133-1139  
Email Address: [smcfarland@murfreesborotn.gov](mailto:smcfarland@murfreesborotn.gov)  
Telephone #: (615) 893-5210  
FAX #: (615) 849-2679  
CC: Angela Jackson, Parks & Recreation Director

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default

or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
  
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
  
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

**IN WITNESS WHEREOF,**

**CITY OF MURFREESBORO:**

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**GRANTEE SIGNATURE** **DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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**DAVID W. SALYERS, P.E., COMMISSIONER** **DATE**

## ATTACHMENT A

Page 1

GRANT BUDGET				
CITY OF MURFREESBORO – Local Park and Recreation Fund				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: November 1, 2020				
END: October 31, 2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	\$250,000.00	\$250,000.00	\$500,000.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$250,000.00</b>	<b>\$250,000.00</b>	<b>\$500,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

CITY OF MURFREESBORO  
ATTACHMENT A  
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
ADA compliant restroom building and pavilion	\$250,000.00
ADA compliant walkways & plaza, and site furnishings	\$60,000.00
Site Utilities (sewer, water, fire service, and electrical)	190,000.00
<b>TOTAL</b>	<b>\$500,000.00</b>

**ATTACHMENT B**

**Parent Child Information**

*The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.*

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000004110

Is City of Murfreesboro a parent?                      Yes                       No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child?                      Yes                       No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

**RESOLUTION 16-R-08** authorizing an application for a Local Parks and Recreation Fund (LPRF) grant from the Tennessee Department of Environment and Conservation to assist with the development of the Jordan Farm Soccer Facility and committing matching funds in the amount of \$250,000 if awarded the LPRF grant.

**WHEREAS**, the City desires to provide enhanced recreational opportunities for its citizens; and,

**WHEREAS**, Jordan Farm Soccer Facility will be located at 1233 Cherry Lane, Murfreesboro, Tennessee; and,

**WHEREAS**, Jordan Farm Soccer Facility will be a new facility designed to meet the growing needs of youth sports in our community; and,

**WHEREAS**, the Parks and Recreation Commission has recommended that the City apply for a grant from the Tennessee Department of Environment and Conservation for the purpose of developing Jordan Farm Soccer Facility.

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

SECTION 1. The Mayor is hereby authorized to submit an application for a grant from the Tennessee Department of Environment and Conservation in the amount of Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000) for the purpose of developing the Jordan Farm Soccer Facility.

SECTION 2. The City Council hereby agrees to provide \$250,000 in matching funds for the project for Total Project Funds of \$500,000.

SECTION 3. Said project is to be implemented in accordance with Tennessee Department of Environment and Conservation guidelines.

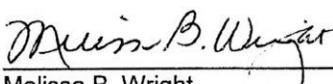
SECTION 4. The City understands and agrees the Jordan Farm Soccer Facility property will be subject to the Recreational Use limitations required by the State and that such restrictions will be placed on record in the Register's Office.

SECTION 5. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: April 21, 2016

  
Shane McFarland, Mayor

ATTEST:

  
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

  
Craig Tindall  
City Attorney