MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
April 7, 2022

PRAYER
Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

Ceremonial Items

Proclamation: Leading Ladies of Rutherford County; Fair Housing Month; National Public Safety Telecommunicators Week

Recognition: Cameron L. Mitchell, Murfreesboro 2022 Poet Laureate
Hagen Williams, Drive, Chip and Putt Contest participation at The 2022 Masters Tournament

Consent Agenda

1. Barge Design Solutions Work Authorization Amendment 2 (Airport)
2. Tennessee Aeronautics Division Pavement Maintenance Project (Airport)
3. Amendment to Kimley-Horne Agreement for Patterson Park Master Plan (Parks)
4. McFadden Basketball Court Fencing (Parks)
5. Donation of Tactical Body Armor and Helmets to Blount County Law Enforcement Training Academy (Police)
6. Approval for City-wide Car Wash Services (Purchasing)
7. Approval of use of Competitive Sealed Proposals for Financial Consultant Services for ARPA Grant Fund (Purchasing)
8. Approval of use of Competitive Sealed Proposals for IT Consultant Services (Purchasing)
9. Approval of use of Competitive Sealed Proposals for Low-Voltage Communication Cabling Services (Purchasing)
10. Asphalt Purchases Report (Water Resources)
11. Granular Activated Carbon First Amendment (Water Resources)
12. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-03 (Water Resources)
13. Cherry Ln. Pump Station Study-CIA Engineering Proposal (Water Resources)

Minutes

14. City Council Minutes March 9, through March 17, 2022 (Finance)
New Business

Resolution

15. Resolution 22-R-09: FY22 Budget Amendments #6 (Schools)

Land Use Matters

16. Plan of Services, Annexation, and Zoning for property along NW Broad Street (Planning)
   a. Public Hearing: Plan of Services and Annexation
   b. Plan of Services: Resolution 22-R-PS-02
   c. Annexation: Resolution 22-R-A-02
   d. Public Hearing: Zone 258.8 acres
   e. First Reading: Ordinance 22-OZ-02

17. Amending Ordinance 19-OZ-33 to Correct the Zoning Boundary for the Oakland Court PRD (Planning)
   a. First Reading: Ordinance 22-OZ-05

18. Planning Commission Recommendations for Public Hearings (Planning)

On Motion

19. Overall Creek FEMA LOMR Supplemental Services (Development Services)
20. Siegel Indoor Training Facility Netting and Padding (Parks)
21. Temporary Flow Monitoring Study Basin MF08 (Water Resources)
22. Resident Project Representative for Overall Creek Pump Station (Water Resources)
23. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-02 (Water Resources)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment
Item Title: Barge Design Solutions Work Authorization Amendment 2
Department: Airport
Presented by: Chad Gehrke, Airport Manager
Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Work Authorization Amendment 2 with Barge Design Solutions for additional design work on the Taxiway A and Apron Pavement Rehabilitation Project.

Staff Recommendation
Approve Work Authorization Amendment 2 with Barge Design Solutions.

Background Information
The FAA and TDOT’s Aeronautics Division is assisting the City with the design of pavement rehabilitation on Taxiway A and an area on the apron near several T-hangar buildings. This project is being coordinated with a separate runway seal coat and painting project to minimize airport closure time and efficient use of funds. Pavement rehabilitation is scheduled for the summer of 2024 and may require asphalt removal and reinstalling. The project design work is projected not to exceed $88,697.

Council Priorities Served
- Responsible Budget

Inspection and maintenance of City infrastructure is required to protecting the community’s investment in these critical assets.

Operational Issues
Operational issues are a minimum in this design portion of the project. As with any construction activity on the Airport, there will be some operational matters that must be addressed at that time to minimize the effect on aviation operations.

Fiscal Impacts
The cost of the additional design work, not to exceed $88,697, is 100% federally funded.

Attachments:
- Barge Design Solutions Work Authorization Amendment 2
EXHIBIT “A”

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

_____________________________ Date: ____________________________
(TAD Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between City of Murfreesboro, Tennessee (“OWNER”) and Barge Design Solutions, Inc. (“ENGINEER”) dated January 1, 2021.

Scope of Services

The Engineer shall provide Preliminary Design services for the rehabilitation of Taxiway Alpha and the rehabilitation of a portion of apron around the existing T-hangars. See attached Exhibit “B” for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Preliminary Project Schedule.

Compensation

A total compensation budget of $88,697 is proposed for this project. See the attached Exhibit “C” for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Murfreesboro

____________________________________
Name
Date: ____________________________

Barge Design Solutions, Inc.

Name

Date: ____________________________

City Attorney

____________________________________
Name
Date: ____________________________
EXHIBIT “B”

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

A. Rehabilitate Taxiway Alpha
B. Reconstruct south connector of Alpha to Runway 36 to meet FAA requirements
C. Rehabilitate a portion of apron around the existing T-hangars

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes dated 12/22/2020.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

- FAA AC 150/5300-13A, Change 1 Airport Design
- FAA AC 150/5320-5D Airport Drainage Design
- FAA AC 150/5370-10H Standards for Specifying Construction on Airport
- FAA AC 150/5370-2G Operation Safety on Airports During Construction

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits C and D for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.
1. This scope and fee is limited to Preliminary Design (30%) services for this project. Final Design, Bidding, Construction Administration, Resident Project Representative, Construction Testing and other services may be added by amendment at a later date.

2. A hydrologic study of airfield drainage is not included in the scope of work for this project.

3. Preparation and coordination of a SWPPP is anticipated for this project, however, is not included in the scope of Preliminary Design.

4. The tentative Design Schedule has been included below. Any and all additions, changes or deletions to this scope of work may require additional negotiations to the ENGINEER’s Scope, Fee and Production Schedule.

5. The OWNER shall provide any specific contracting requirements to be included in the Front-End Documents prior to the 30% Design Submittal.

6. The ENGINEER will provide 24” x 36” hard copies and electronic files (PDF) of the Project Documents to the OWNER and TDOT-Aeronautics Division (TAD) for review at 30% milestone. Please refer to the individual Phases outlined in this Scope of Services for additional information pertaining to specific deliverables.

7. The costs for obtaining construction permits are excluded in the fees under this Agreement.

8. Designs are based on visual observations from site trips. Unforeseen conditions that require repair may be revealed during construction. Additional Engineering services to address unforeseen conditions will be negotiated as required.
Tentative Project Schedule
The following Tentative milestone schedule has been established for this project:

- Barge WA Submitted to TDOT        February 26, 2021
- Preliminary Design Grant          May 2021
- Client/TDOT Approval of WA        July 2021
- Design Notice to Proceed          August 2021
- Geotechnical Report Complete      November 2021
- Survey Complete                   October 2021
- Preliminary (30%) Design Sub.     December 2021
- Final Design Amendment Sub.       January 22, 2022
- Final Design Grant                March 2022
- 60% Design Submittal              April 2022
- 60% Design Review Mtg             April 2022
- 90% Design Submittal              May 2022
- 90% Design Review Mtg             May 2022
- Final Design Submittal            June 2022
- Advertisement for Bids            TBD
- Pre-Bid Meeting                   TBD
- Bid Opening                       TBD
- Request for Construction Funding  TBD
- TAC                               TBD

* Italicized dates are projected and are not included in the scope of this contract

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks. The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:
BASIC SERVICES

DESIGN SERVICES

Under this phase, the ENGINEER will collect and review existing site data, including site conditions of the work area. The ENGINEER will also prepare and obtain OWNER’s approval of detailed drawings which show the scope of the work to be performed by contractors on the PROJECT, including such specifications, instructions to bidders, general conditions, special conditions and technical provisions required by the OWNER.

The ENGINEER will furnish the OWNER engineering data for, and assign in the preparation of, the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.

The ENGINEER will prepare for review and approval of the OWNER and TAD, front end documents, contract documents, technical specifications and bid schedules specific to the project.

- Technical Specifications will be based on the most current versions of FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction on Airports. For work not covered by the FAA Advisory Circulars, the ENGINEER will prepare specifications consistent with the ENGINEER’s master specifications.

The ENGINEER will prepare an Engineer’s Opinion of Probable Construction Cost, to be submitted with the 30% Plans and Specifications. The ENGINEER will determine the appropriate bid items, methods of measurement and payment for the construction contract.

The ENGINEER will provide a preliminary Engineer’s Report at the 30% stage for review by TAD.

The ENGINEER will provide one (1) copy of the 30% Plans for the OWNERS use and one (1) copy of the 30% Plans TAD’s use. The ENGINEER will also provide electronic copies of the Plan Sheets and Specifications and Engineer’s Opinion of Probable Construction Cost in .pdf format, and any requested CAD files.

A formal design review meeting will be held onsite at the Airport for 30% preliminary design review.
A preliminary sheet list is provided below:

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<td>GENERAL NOTES AND SUMMARY OF QUANTITIES (PRELIM)</td>
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<td>CIVIL DETAILS</td>
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**BIDDING SERVICES**

Bidding services are not included in the preliminary design contract but may be added by amendment at a later time.

**GEOTECHNICAL INVESTIGATION**

Under this phase, the ENGINEER will subcontract a qualified sub-consultant to perform asphalt cores through the existing pavement. Coring locations will be selected based on observed distress of the pavement and will be obtained in both highly distressed locations and less distressed locations to evaluate a range of conditions. The cores will provide a measurement of the thickness of the asphalt and stone base in place.

The sub-consultant will also test the soil subgrade using a dual-mass penetrometer below the pavement section. Samples of the subgrade soils will be obtained and laboratory testing including natural moisture and Atterberg limits tests will be performed. The sub-consultant will also provide a California Bearing Ratio (CBR) value to be used in design of the project. All tests will be conducted in accordance with applicable ASTM standards.

The sub-consultant will evaluate the field and laboratory data in order to provide recommendations relative to site preparation and pavement design and provide a full report.
SPECIAL SERVICES

Topographical Survey

The ENGINEER will perform a topographic survey in order to properly evaluate the existing surface. The topographic information shall be sufficient to provide a one (1) foot contour interval. All above ground features will be located as well as drainage structures and pipe flow lines.

Survey datum shall be based on the TN state plane coordinate system. It is assumed that permanent control points exist on the field. Existing permanent control points will be used as benchmarks for the project. Temporary control points will also be established during design and utilized during construction.
GENERAL PROJECT SERVICES
The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

- **Project Management and Administration**
  The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, TAD, and other federal, state and local agencies. The ENGINEER will work closely with all identified project stakeholders to ensure that the OWNER’s goals and objectives are met within the agreed upon schedule.

- **Quality Control**
  Provide quality control reviews and incorporation of comments in accordance with the ENGINEER’s Quality Control Program. In addition, review comments provided by the OWNER, TAD and other agencies reviews of deliverables will be incorporated as appropriate.

REQUIRED STATE CONTRACT PROVISIONS
For Obligated Sponsors and Airport Improvement Program Projects

STANDARD TERMS AND CONDITIONS:
Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics 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 the Aeronautics 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.

Please modify the highlighted fields accordingly based on the respective contract.

CONTRACT CLAUSES:
D.6. **Conflicts of Interest.** Engineer warrants that no part of the total 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 City of Murfreesboro in connection with any work contemplated or performed relative to this Contract.

D.7. **Lobbying.** The Engineer 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 Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Engineer 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.10. Nondiscrimination. Engineer 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 Engineer 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 Engineer shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.12. Public Accountability. If the Engineer is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Contract involves the provision of services to citizens by Engineer on behalf of the State, Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Engineer 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 City of Murfreesboro shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Engineer, provide Engineer 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 Engineer in relation to this Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Engineer in relation to this Contract shall be approved by the State.

D.15. Records. The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Engineer 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 Engineer’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, 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.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Engineer shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
The Engineer 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 Engineer 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 Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
EXHIBIT “C”

COMPENSATION

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

BASIC SERVICES

1. The ENGINEER shall be compensated for Preliminary Design Services identified in the Scope of Services by the Owner in proportion to the completed design. Said total compensation shall be a lump sum fee of:

   $ 54,347.00

2. The ENGINEER shall be compensated for a CATEX checklist identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

   $ 2,500.00

3. The ENGINEER shall be compensated for a Geotechnical Investigation identified in the Scope of Services by the Owner. Said total compensation to be based on invoiced amount from an approved geotechnical subcontractor at cost. Said total compensation shall be a lump sum fee of:

   $ 17,090.00

SPECIAL SERVICES

4. The ENGINEER shall be compensated for Design Surveying Services identified in the Scope of Services by the OWNER. Said total compensation shall be a lump sum fee of:

   $ 14,760.00
EXHIBIT “D”

SUMMARY OF PROFESSIONAL FEES

WORK AUTHORIZATION NO. 21-01

MURFREESBORO MUNICIPAL AIRPORT

TAXIWAY ALPHA AND APRON REHABILITATION

Please refer to the attached Fee Proposal
### Project Number: 3741900

**TAD Number**

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#### SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT

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**PROJECT DEVELOPMENT PHASE DIRECT LABOR:**

**COMBINED OVERHEAD:** 206.25%

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**DESIGN PHASE DIRECT LABOR:**

**COMBINED OVERHEAD:** 206.25%

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**DESIGN PHASE EXPENSES:**

**SUBTOTAL:** $39.30

**OPERATING MARGIN:** 15%

**FCCM (APPLIED TO DIRECT LABOR ONLY):** 1.28%

**TOTAL DESIGN PHASE:**

$54,347.00
### 3. Bid Phase

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#### Bid Phase Direct Labor

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### 4. Construction Phase

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### Total Basic Fee for Airport Development

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**Total Section A:** $54,347.00

### Section B: Fees for Airport Plans and Other Items if Included as Basic Services

- **1. CATEX Checklist:** $2,500.00
- **2. Geotechnical Subsurface Investigation (Subcontracted):** $17,090.00
- **3. Topographic Survey (Subcontracted):** $14,760.00

**Total Section B:** $34,350.00

**Total Basic Engineering Fee (Sections A and B):** $88,697.00
### Section C: Airport Plans, and Studies Included as Additional Services

1. Construction Materials Testing Services
2. Airport Layout Plan
3. Airport Layout Plan Update
4. Runway Justification Study

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Total Section C: $0.00

### Section D: Survey

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Direct Labor Total Section D: $0.00

### Combined Overhead:

206.25% $0.00

**Expenses Total Section D:**

$0.00

Subtotal: $0.00

Operating Margin: 10% $0.00

FCCM (Applied to Direct Labor Only): 1.28% $0.00

Total Section D: $0.00

### Section E: Environmental

1. ADEM Permitting
2. COE 404 Permitting
3. Environmental Assessment
4. Wetland Delineation Survey

Total Section E: $0.00

### Section F: Resident Project Representative

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<tr>
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Direct Labor Total Section F: $0.00

Combined Overhead: 206.25% $0.00

Expenses Total Section F: $0.00

Subtotal: $0.00

Operating Margin: 10% $0.00

FCCM (Applied to Direct Labor Only): 1.28% $0.00

Total Section F: $0.00

### Total Estimated Additional Services (Sections C through F)

$0.00

### Grand Total - Fee Proposal (Includes Basic Fee + Estimated Add'l Services)

$88,697.00

### Additional Project Expenses (If Required)

1. DBE Plan Update for Project (For FAA Project Funding of $250,000 Or More)
2. Newspaper Advertising
3. Pavement Analysis and Testing
4. Geotechnical Evaluation
5. Construction Testing

Total Additional Project Expenses: $0.00
## Task Listing - Manhour Estimate

### Project and Grant Development

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<th>EI</th>
<th>EE</th>
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<th>S</th>
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### Total Project Development Phase

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## Project Design Phase

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### In-House Design Kickoff Meeting

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### Collect Engineering Data from Outside Sources

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COUNCIL COMMUNICATION
Meeting Date: 04/02/2022

Item Title: Tennessee Aeronautics Division Pavement Maintenance Project
Department: Airport
Presented by: Chad Gehrke, Airport Manager

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Approve Agreement with T DOT Division of Aeronautics to allow their contractor access to the Airport for pavement maintenance.

Staff Recommendation
Approve Maintenance Agreement with TDOT.

Background Information
TDOT-Division of Aeronautics is conducting a state-wide airport maintenance project applying crack fillers, seal coating, and painting the paved areas requiring this maintenance. The Airport is one of 21 airports receiving this improvement during the summer of 2022. The project is 100% state funded. The majority of the airport’s paved surfaces will be addressed this year. The exceptions are Runway 18-36, Taxiway A, and the T-hangar apron. These exceptions will be addressed in a project slated for 2024.

Council Priorities Served

  Responsible Budgeting

Inspection and maintenance of City infrastructure is required to protecting the community’s investment in these critical assets.

Operational Issues
Airport construction inherently entails operational disruption. The Airport Staff is coordinating this project with the airport’s commercial operators including MTSU.

Fiscal Impacts
None. The cost of the maintenance is 100% state funded.

Attachments:
- Maintenance Agreement with Airport Sponsor
AIRPORT MAINTENANCE AGREEMENT NO. AERO-22-999-00
STATE PROJECT NO.: 99-555-1303-19

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

MAINTENANCE AGREEMENT WITH AIRPORT SPONSOR

THIS AGREEMENT is made and entered into by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the “Department”), and CITY OF MURFREESBORO (hereinafter called the “Sponsor”).

W I T N E S S E T H:

WHEREAS, the Department is authorized to expend funds for furthering the purposes of aeronautics as provided in Tenn. Code Ann. §§ 4-3-2303, 42-2-218 and 67-6-103(b)(1); and

WHEREAS, the Department desires to assist the Sponsor by performing certain maintenance and safety activities on an airport within the jurisdiction of the Sponsor (the “Project”); and

WHEREAS, the Sponsor, in recognition of the benefits to be received from the Project, desires to cooperate with the Department such that the Project may be performed by the Department and maintained by the Agency in accordance with applicable law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement to provide for performance of the Project as described below.

SECTION 1: The Project to be performed is described as follows:

AIRFIELD PAVEMENT AND MARKINGS MAINTENANCE

SECTION 2: The Sponsor is the owner of the property upon which the Project is to be performed. The Sponsor agrees that the Department and its contractor(s) shall be permitted to enter upon Sponsor's property for the purpose of performing the Project. The Sponsor understands and agrees that it shall be solely responsible for and pay all costs associated with maintenance of the completed Project.

SECTION 3 The Sponsor shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the completed Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq., and all applicable laws.
SECTION 4: The Sponsor agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Sponsor to comply with this provision shall constitute a material breach of this Agreement and subject the Sponsor to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Sponsor 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 Agreement. The Sponsor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies by reason of this Agreement.

SECTION 7: Where applicable, the Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Sponsor 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 Agreement or in the employment practices of the Sponsor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Sponsor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Sponsor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Sponsor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Sponsor warrants that no 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 Sponsor in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials.
COUNCIL COMMUNICATION  
Meeting Date: 04/07/2022

Item Title: Amendment to Kimley-Horn Agreement for Patterson Park Master Plan  
Department: Parks and Recreation  
Presented by: Rachel Singer, Assistant Director  

Requested Council Action:  
- Ordinance ☐  
- Resolution ☐  
- Motion ☒  
- Direction ☐  
- Information ☐  

Summary  
Request to amend agreement for continued work by Kimley-Horn and Associates for Patterson Park Master Plan.

Staff Recommendation  
Approve amendment to agreement.

Background Information  
In coordination with the MLK Grant cycle, Parks and Recreation has been awarded two consecutive years of funding to address master planning for the campus of Patterson Park. In 2021 the City entered into an agreement with Kimley-Horn for the first phase of this project. A final design concept was submitted through a series of community focus groups to create a campus that will be vibrant and inclusive for the community. The City was awarded this grant for the second consecutive year, and Patterson staff would like to focus on the next phase of the master plan, which will be signage concepts and design.

Council Priorities Served  
*Establish strong City brand*  
Amendment will allow the continuation of the master plan, specifically addressing signage design.

Operational Issues  
The additional amendment will add to the original agreement of $24,800, increasing the project cost to above the $25,000 limit.

Fiscal Impact  
The amendment total is $18,600 and will be paid from the awarded MLK Grant for 2022. The initial agreement was also paid from the awarded MLK Grant for 2021.

Attachment  
Amendment 1 to Kimley-Horn and Associates, Inc., Agreement
AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 01 dated December 16, 2021 to the agreement between the City of Murfreesboro ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated August 11, 2020 ("the Agreement") concerning Patterson Park (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

**Task 4 – Project Coordination and Meetings**
This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

**Task 4.1 – Focus Group Meetings**
Kimley-Horn will attend up to three (3) focus group meetings. We anticipate the first one being a kickoff design charrette to facilitate dialogue of preferred design ideas. The second is anticipated to review the draft sign concepts. The third is anticipated to be the presentation of the final sign designs.

**Task 5 – Signage Design**
**Task 5.1 Sign Concepts**
The Consultant will provide up to two (2) hand sketch options for the playground archway entrance sign and up to two (2) hand sketch options for the historical sign frames. These will depict the sign elevations and proposed materials.

**Task 5.2 Signage Concept Review Meeting**
Kimley-Horn will attend one (1) meeting to discuss the signage concepts with the Client. The Client will provide a consolidated list of comments on the preferred signage designs.

**Task 5.3 Sign Construction Plans**
The Consultant will provide a plan sheet noting the proposed locations of the one (1) playground entrance archway sign and the one (1) historical site sign. The Consultant will also provide a sign detail sheet that will depict one (1) typical elevation detail of the playground entrance sign and one (1) for the historical sign showing dimensions and materials to be used by the Contractor for construction.

**Task 5.4 Historical Sign Panel**
The Client will provide the Consultant with all text and photo content to be included in one (1) historical sign panel design. The Consultant will create a draft layout to send to the Client for review. The Client will provide a single consolidated list of edits. The Consultant will provide the final sign panel in a graphic file format for the Contractor to use for production. Additional sign panel graphics beyond the one (1) in this scope can be provided as an Additional Service.
For the services set forth above, Client shall pay Consultant the following compensation:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 4 – Project Coordination and Meetings</td>
<td>$ 6,700</td>
</tr>
<tr>
<td>Task 5 – Signage Design</td>
<td>$11,900</td>
</tr>
<tr>
<td>Total Lump Sum Fee</td>
<td>$18,600</td>
</tr>
</tbody>
</table>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

CLIENT: CITY OF MURFREESBORO, TENNESSEE
By: __________________________________________ Title: ________________ Date: _______________________

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.
By: Christopher D. Rhodes, P.E. Title: ________________ Date: ________________

APPROVED AS TO FORM: Adam F. Tucker, City Attorney
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: McFadden Basketball Court Fencing
Department: Parks and Recreation
Presented by: Thomas Laird, Assistant Director

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Premier Fence Agreement for McFadden Basketball Court Fencing.

Staff Recommendation
Approve Premier Fence Agreement.

Background
Increased participation in basketball leagues, after-school programs, and pickle-ball has led to a need for additional court space at McFadden Community Center. The center is also home to summer camps and a variety of leagues, rentals, and special events that will utilize the new outdoor space. The project is multipurpose outdoor court space and will include an art project to be completed with the after-school program students.

Council Priorities Served
- Responsible budgeting
The Outdoor Basketball Court will be bid in phases to give industry specific subs the ability to bid on the project.
- Maintain Public Safety
Fencing is needed to ensure the safety of participants. Commercial grade fencing will be installed around the new court.

Fiscal Impact
The cost of Phase 1 of the project, $30,308, is funded by FY21 Capital Budget.

Attachment
Premier Fence Agreement
Agreement
for
Installation of Fencing around McFadden Community Center
Basketball Court

This Agreement is entered into and effective as of the ____ day of _______________ 2022, (“Effective Date”) by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the “City”), and Premier Fence, LLC, a Limited Liability Company of the State of Tennessee (“Contractor”).

This Agreement consists of the following documents:
• This document
• ITB-31-2022 – McFadden Basketball Court Project- Phase 3: Fencing, issued February 22, 2022 (the “Solicitation”);
• Contractor’s Proposal dated March 15, 2022 (“Contractor’s Proposal”);
• Contractor’s Price Proposal dated March 15, 2022 (the “Price Proposal”); and,
• Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:
• First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
• Second, this Agreement;
• Third, the Solicitation; and
• Lastly, Contractor’s Proposal.

1. Duties and Responsibilities of Contractor.

Scope of Work. Contractor shall provide the City with the installation of new fencing around the McFadden Community Center Basketball Court at 211 Bridge Avenue, Murfreesboro, TN in accordance with the Contractor’s Proposal dated March 15, 2022, and the City ITB dated February 22, 2022, and Price Proposal.

a. Supervision and Superintendence of Work.
   i. Contractor will supervise and direct the work efficiently and with Contractor’s best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
   ii. Contractor will keep a competent superintendent on the work site at all times during work progress. The superintendent will be Contractor’s representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

b. Labor, Materials, and Equipment.
   i. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor’s Proposal dated March 15, 2022. The Contractor will at all times maintain good discipline and order at the site.
   ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work. Prior to the start of
the work, the Contractor shall submit to the Owner, the name of the manufacturer and types of material to be used to complete the various items of work in this contract. Included with these submittals shall be all applicable technical data.

iii. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

c. **Permits.** Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor’s bid. Contractor will also pay all public utility charges.

d. **Use of Premises.**
   i. Contractor will confine Contractor’s equipment, the storage of materials and equipment and the operations of Contractor’s workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
   
   ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

e. **Mobilization.** Mobilization consists of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site. The subsequent demobilization and removal from the site of equipment, supplies, etc., upon completion of the work shall be included in this item. Mobilization costs shall be included in the costs submitted within the bid.

f. **Safety and Protection.**

   i. Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Particular attention is to be directed to the requirements for fall protection, protective footwear, protective head gear (hard hats), and eye and face protection equipment (safety goggles or safety eyeglasses) as needed on each task. The Contractor shall ensure that their entire work force, including employees, agents, and subcontractors, comply fully with all applicable rules of OSHA and Safety requirements of the City of Murfreesboro. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

   1. All employees on the work and other persons who may be affected thereby,
   2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
   3. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement during the course of construction.

   Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for
safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

ii. Contractor will designate a competent and responsible member of Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor’s superintendent unless otherwise designated in writing by Contractor to the City.

g. **Emergencies.** In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor’s discretion, to prevent threatened damage, injury or loss.

h. **Cleaning Up.** Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish, decking, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

i. **Access to the Work.** Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.

j. **Contractor’s Continuing Obligation.** Contractor’s obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

k. **Hours of Work.** The Contractor shall have the option to work from 7:00 a.m. to 7:00 p.m. Monday-Sunday except as may otherwise be authorized by the Owner. The contract can choose their actual schedule within the time frames listed.

2. **Term.** The term of this Contract shall be 60 days from issuance of Notice to Proceed. The Contractor shall notify the Owner of the starting date a minimum of seven days prior to starting work. Contractor’s performance may be terminated in whole or in part:

   i. Upon 30-day prior notice, for the convenience of the City.
   
   ii. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
   
   iii. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate,
stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

3. Price; Compensation; Method of Payment. The price for the goods and other services to be provided under this Agreement is set forth in the Proposal dated March 15, 2022, which reflects a total price of Thirty Thousand Three Hundred and Eight Dollars and No Cents ($30,308.00). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be submitted to accounts payable@murfreesborotn.gov.

4. Work Product. Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City’s property, including but not limited to books, records and equipment, that is in Contractor’s possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

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

6. Indemnification.
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
   b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure,
c. **Copyright, Trademark, Service Mark, or Patent Infringement.**

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

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor’s obligation to satisfy the final award, Contractor may at its option and expense:
   a. Procure for the City the right to continue using the products or services.
   b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
   c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

   If to the City of Murfreesboro: If to Contractor:
   City Manager Premier Fencing, LLC
   City of Murfreesboro Attn: Adam Davis
   111 West Vine Street 1354 W College Street
   Murfreesboro, TN 37130 Murfreesboro, TN 37129
   adam@premierfencetn.com

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

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

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

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

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

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

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

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

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

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

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

19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of ______________, 2022 (the “Effective Date”).

CITY OF MURFREESBORO

By: __________________________
    Shane McFarland, Mayor

PREMIER FENCE, LLC

By: __________________________
    Adam Davis, Managing Member

APPROVED AS TO FORM:

[Signature]
Adam F. Tucker, City Attorney
Donation of tactical body armor and helmets to Blount County Law Enforcement Training Academy (BCLETA).

**Staff Recommendation**

Approve the donation of used tactical body armor and helmets to Blount County LETA.

**Background Information**

MPD has body armor and helmets no longer being used due to their age. MPD assists other law enforcement agencies by donating its out-of-date equipment for training purposes. BCLETA can use this equipment in training classes at the academy.

**Council Priorities Served**

*Establish a Strong City Brand*

Assisting other law enforcement agencies helps to develop community partnerships.

**Fiscal Impact**

None.

**Attachments**

1. Surplus Property Disposal Forms
2. Hold Harmless Agreements
City of Murfreesboro

Surplus Property Disposal Form
City Department: Murfreesboro Police Department

Short description of surplus property: Expired Level II & Level III Body Armor x 43

Check the proposed method of disposal:
Sell
Trade-In
Transfer
Donate
Throw away
Recycle

Estimated value:
Reserve value (Do not sell below this amount): $ 
Trade-in value: $ 
To whom?: 
To whom?: Mount Cty

Describe the Surplus Property:
Approximate age: 2013-2016
Estimated original cost: $1,500
Seized Property?: No
Deprec value (to be completed by FA Mgr if applicable): $225.00
Law Enforcement Restricted?: Yes

Condition of surplus property:
If Sell, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If Trade-In, Transfer, Donate, or Junk, describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:
GA Level III Body Armor x 33, mostly from 2016, expired 2021
ABA Level II x 1, expired 2013
PACA Level III x 4, expired 2007

Check the method used to determine the estimated/reserve values of the surplus property. Attach documentation if estimated value is over $1,000:
Trade-in value:
Appraisal:
Kelley Blue Book:
Depreciated value:
Other (Describe):

I request that the item described above be declared surplus property and that the disposal method be approved:

Signed: (Department Head) 3/17/2022

I have reviewed the above information and determined that it is appropriate:

Signed: (Fixed Assets Manager) 3/23/2022

I approve of disposing of the above described property as determined surplus and disposed of as indicated:

Signed: (City Manager or Assist City Manager) 3/29/2022

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.
CITY OF MURFREESBORO
DONATION OF BODY ARMOR

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of body armor by the City of Murfreesboro ("City") to the BLOUNT COUNTY LETA,

THE CITY AND BLOUNT COUNTY LETA MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the body armor by the City to the BLOUNT COUNTY LETA and the use of the body armor by the BLOUNT COUNTY LETA for whatever purposes the BLOUNT COUNTY LETA may use them.

The BLOUNT COUNTY LETA agrees to hold the City harmless in the event any claim is made against it arising from the BLOUNT COUNTY LETA's ownership or use or failure to use the body armor.

In executing this Release and Hold Harmless Agreement the BLOUNT COUNTY LETA acknowledges: (1) that the City has owned, maintained, and/or used the body armor for multiple years; (2) that the body armor has a five-year manufacturer's warranty and some of the body armor may be outside the manufacturer's five-year warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the body armor for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the body armor; and (4) the City is providing the body armor on an "as is" basis to the BLOUNT COUNTY LETA.

The BLOUNT COUNTY LETA shall be solely responsible for determining whether to use said body armor for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: [Signature]
Craig Tindall, City Manager

BLOUNT COUNTY LAW ENFORCEMENT TRAINING ACADEMY

By: [Signature]

Printed: [Signature]

Title: [Signature]

Approved as to form:

Adam F. Tucker, Murfreesboro City Attorney
City of Murfreesboro

Surplus Property Disposal Form

City Department: Murfreesboro Police Department

Short description of surplus property: Helmets x 20

Check the proposed method of disposal:
- Sell
- Trade-In
- Transfer
- Donate X
- Throw away
- Recycle

Estimated value: $550
Reserve value (Do not sell below this amount): $30.00
Trade-in value:
Transfer:
To whom?

Describe the Surplus Property:

- Approximate age: 2001
- Estimated original cost: $550
- Seized Property?: No
- Dept value (to be completed by FA Mgr if applicable): $30.00
- Law Enforcement Restricted?: Yes

Condition of surplus property:
If Sell, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If Trade-In, Transfer, Donate, or Junk, describe the condition of the surplus property below including Make, Model, and Serial Number as appropriate:
- Helmets x 20, used, some very dirty, some with face shields
- Helmets expiration range from 2006 to 2011 from Premier Crown Corp.

Check the method used to determine the estimated reserve values of the surplus property. Attach documentation if estimated value is over $1,000:
- Trade-in value:
- Appraisal:
- Kelley Blue Book:
- Equipment dealer:
- Completed online auctions:
- Depreciated value:
- Other (Describe):

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed: [Signature] (Department Head) 3.17.2022

I have reviewed the above information and determined that it is appropriate.

Signed: [Signature] (Fixed Assets Manager) 3.23.2022

I approve: (Circle) or (Cross) or disapprove: (Circle) that the above described property be determined surplus and disposed of as indicated.

Signed: [Signature] (City Manager or Acting City Manager) 3.29.2022

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.
CITY OF MURFREESBORO
DONATION OF FIELD FORCE HELMETS

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of field force helmets by the City of Murfreesboro ("City") to the BLOUNT COUNTY LETA,

THE CITY AND BLOUNT COUNTY LETA MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the field force helmets by the City to the BLOUNT COUNTY LETA and the use of the filed force helmets by the BLOUNT COUNTY LETA for whatever purposes the BLOUNT COUNTY LETA may use them.

The BLOUNT COUNTY LETA agrees to hold the City harmless in the event any claim is made against it arising from the BLOUNT COUNTY LETA's ownership or use or failure to use the filed force helmets.

In executing this Release and Hold Harmless Agreement the BLOUNT COUNTY LETA acknowledges: (1) that the City has owned, maintained, and/or used the helmets for multiple years; (2) that the helmets may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the helmets for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the helmets; and (4) the City is providing the helmets on an "as is" basis to the BLOUNT COUNTY LETA.

The BLOUNT COUNTY LETA shall be solely responsible for determining whether to use said helmets for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: ____________________________
Craig Tindall, City Manager

BLOUNT COUNTY LAW ENFORCEMENT TRAINING
ACADEMY

By: ____________________________
Printed: _______________________
Title: _________________________

Approved as to form:

Adria F. Tucker, Murfreesboro City Attorney
COUNCIL COMMUNICATION
Meeting Date: 06/17/2021

Item Title: Approval for City-wide Car Wash Services
Department: Purchasing
Presented by: Cathy Smith

Requested Council Action:

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Summary
Approval of contracts for car wash services with Dennis Auto Wash and Otto’s Enterprise, Inc.

Staff Recommendation
Approval of contracts for car wash services.

Background Information
The Police Department frequently uses local car washes to maintain their patrol cars and other City vehicles. Other departments within the City have expressed the need for these services. Purchasing issued an ITB for car wash services for City vehicles on March 8, 2022, with the intent on awarding more than one vendor for these services. Dennis Auto Wash dba Smith Brothers and Otto’s Enterprise were the two lowest bidders for car wash services for City vehicles.

Council Priorities Served

- Responsible Budgeting

Maintaining City vehicles increases the life of the vehicles.

Fiscal Impact
Each department will pay for these services out of their department budget. Previously, the Police Department’s expenditures for car wash services were approximately $15,000-$20,000 per year.

Attachments
- Contract with Dennis Auto Wash
- Contract with Otto’s Enterprise
Agreement for Car Wash Services for City Vehicles

This Agreement is entered into and effective as of the ___ day of _______ 2022, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Dennis Auto Wash, LLC., DBA Murfreesboro Smith Brothers Car Wash, a Limited Liability Corporation of the state of Tennessee (“Contractor”).

This Agreement consists of the following documents:

- This document
- ITB-41-2022 - Car Wash Services for City Vehicles issued 03/24/2022 (the “Solicitation”);
- Contractor’s Proposal, dated 03/24/2022 (“Contractor’s Proposal”);
- Contractor’s Price Proposal, dated 03/24/2022 (the “Price Proposal”); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.
   Contractor shall provide and City shall purchase the services based on Contractor’s Proposal and Price Proposal and the specifications set forth in “ITB-41-2022 – Cash Wash Services for City Vehicles.”

2. Term.
   The term of this Agreement commences on the Effective Date and expires three (3) years from effective date, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor’s services may be terminated in whole or in part:

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

The price for the services and other items to be provided under this Agreement is set forth in the Contractor’s Price Proposal (**Exhibit A**). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice** The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

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

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000.00, as well as automotive and workers’ compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.”

6. **Indemnification.**

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

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

   c. **Copyright, Trademark, Service Mark, or Patent Infringement.**

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

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
   a. Procure for the City the right to continue using the products or services.
   b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
   c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

   If to the City of Murfreesboro:       If to Contractor:
   City Manager                         Willie Dennis
   City of Murfreesboro                 Dennis Auto Wash, LLC.
   111 West Vine Street                1103 Memorial Blvd.
   Murfreesboro, TN 37130              Murfreesboro, TN 37129
   Smithbrothersboro1958@gmail.com

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

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

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

11. Waiver. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

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

Contractor will also be required to acknowledge 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 shall specifically acknowledge and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF,** the parties enter into this agreement as of ______________, 2022 (the “Effective Date”).

**City of Murfreesboro, Tennessee**

By: _____________________________  
Shane McFarland, Mayor

**Dennis Auto Wash, LLC.**

By: _____________________________  
Willie Dennis, Owner

Approved as to form:

______________________________  
Adam F. Tucker, City Attorney
Agreement for Car Wash Services for City Vehicles

This Agreement is entered into and effective as of the _____ day of _______ 2022, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Otto’s Enterprise, Inc., a corporation of the state of Tennessee ("Contractor").

This Agreement consists of the following documents:
- This document
- ITB-41-2022 - Car Wash Services for City Vehicles issued 03/24/2022 (the “Solicitation”);
- Contractor’s Proposal, dated 03/24/2022 (“Contractor’s Proposal”);
- Contractor’s Price Proposal, dated 03/24/2022 (the “Price Proposal”); and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:
- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor’s Proposal.

1. Duties and Responsibilities of Contractor.
Contractor shall provide and City shall purchase the services based on Contractor’s Proposal and Price Proposal and the specifications set forth in “ITB-41-2022 – Cash Wash Services for City Vehicles.”

2. Term.
The term of this Agreement commences on the Effective Date and expires three (3) years from effective date, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor’s services may be terminated in whole or in part:

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

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

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

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

   e. Should the appropriation for Contractor’s work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Payment and Delivery.**
   The price for the services and other items to be provided under this Agreement is set forth in the Contractor’s Price Proposal (Exhibit A). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice** The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

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

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

6. **Indemnification.**
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
   b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
   c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
      i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to
effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
   a. Procure for the City the right to continue using the products or services.
   b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
   c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

   If to the City of Murfreesboro:               If to Contractor:
   City Manager                                Otto Diaz
   City of Murfreesboro                        Otto’s Enterprise, Inc.
   111 West Vine Street                       1822 East Northfield Blvd.
   Murfreesboro, TN 37130                      Murfreesboro, TN 37130
   ottodiaz@comcast.net

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

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

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

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

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

Contractor will also be required to acknowledge 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 shall specifically acknowledge and agree as follows:

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

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

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

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____________, 2022 (the “Effective Date”).

**City of Murfreesboro, Tennessee**

By: _____________________________
    Shane McFarland, Mayor

**Otto’s Enterprise, Inc.**

By: _____________________________
    Otto Diaz, President

Approved as to form:

__________________________________
Adam F. Tucker, City Attorney
Item Title: Use of Competitive Sealed Proposals for ARPA Grant Funds Financial Consulting Services

Department: Purchasing/Finance/Administration

Presented by: Cathy Smith, Director

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Approval to use Request for Competitive Sealed Proposals (RFCSP) for professional consultant services to assist the City with the administration of ARPA grant funds.

Staff Recommendation
Approve the use of the RFCSP process for procurement of professional financial consultant services.

Background Information
It is anticipated that the City of Murfreesboro will receive $24.6 million in ARPA (American Rescue Plan Act) funds. Since spending this money comes with strict federal guidelines, staff would like to have a professional financial consultant assist with oversight of spending these funds. The consultant will advise the City on complying with ARPA requirements, as well as services related to the management, tracking, and reporting of ARPA funds. The consultant’s role will also be to provide strategic recommendations, verify eligibility, provide guidance, and review the City’s processes with respect to ARPA compliance.

Pursuant to state statute, Council approval is required to use the RFCSP process for procurement of these services.

Council Priorities Served
- Responsible budgeting

Professional oversight will ensure ARPA funds are spent within federal guidelines and prevent non-compliance findings, allowing for the best use of these grant funds by the City.

Fiscal Impacts
The fees charged by this consultant will be paid from ARPA grant funds.
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Use of Competitive Sealed Proposals for IT Consultant Services
Department: Purchasing/IT Department
Presented by: Cathy Smith, Director

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Using Request for Competitive Sealed Proposals (RFCSP) for a consultant to assist the Information Technology Department will assure a high level of expertise for these services are secured.

Staff Recommendation
Approve the use of RFCSP process for procurement of technology consultant services.

Background Information
Staff proposes the retention of a technology consultant with government experience to enhance existing staff abilities for ongoing projects. The City is currently benefiting from the use of consulting services. It is anticipated that these services may exceed $25,000 next fiscal year. An RFCSP would allow for a qualification-based bid process for this service.

Council Priorities Served

Responsible budgeting

Having a consultant that is experienced in government procedures, requirements, and restrictions enhances current IT staff expertise to provide a higher level of service to City employees.
# COUNCIL COMMUNICATION

**Meeting Date:** 04/07/2022

<table>
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<th>Use of Competitive Sealed Proposals for Low-Voltage Communication Cabling Services</th>
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**Requested Council Action:**

- Ordinance
- Resolution
- Motion ☒
- Direction
- Information

### Summary

Using Request for Competitive Sealed Proposals (RFCSP) for a vendor to assist the Information Technology Department with low-voltage communication cabling allows for a qualification-based selection for these services.

**Staff Recommendation**

Approve the use of RFCSP process for this procurement.

**Background Information**

Staff desires to contract with a vendor to assist with installation and maintenance of low voltage communication cabling for connectivity enhancement. This vendor will be the primary source for installation and design for upcoming City projects. Because there are many variables to consider when choosing a vendor, a qualifications-based method of procurement allows staff to contract with a vendor that will best benefit the City.

**Council Priorities Served**

*Responsible budgeting*

Having a single vendor for the installation and maintenance of our communication cabling saves staff time and money and ensures all work is done by technicians with appropriate qualifications and experience.
COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance ☐
- Resolution ☐
- Motion ☐
- Direction ☐
- Information ☒

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Maintain public safety

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

Fiscal Impacts

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

Attachments

Asphalt Purchases Report
## MWRD OPERATIONS & MAINTENANCE

### Asphalt Purchases FY 2022

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COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Granular Activated Carbon First Amendment
Department: Water Resources
Presented by: Darren Gore
Requested Council Action:

- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Extend the existing contract for granular activated carbon (GAC) media bid used in water treatment.

Staff Recommendation
Approve the contract’s first amendment with Calgon Carbon Corp. for granular activated carbon media.

Background Information
Granular activated carbon (GAC) media is used in the water treatment process to remove disinfection by-products, total organic carbon compounds, pharmaceutical and personal care products, taste and odor compounds, and other organic and inorganic compounds. The water treatment plant has four GAC contactors used in the treatment process. The Department changes media in one contactor per year, unless unusual circumstances exist.

On January 18, 2021, the City released and advertised for bid to provide GAC media for the Stones River Water Treatment Plant. Calgon Carbon Corporation bid of $122,840 was the low bidder. MWRD would like to extend the contract with its first amendment. This amendment will start July 1, 2022, and is good through June 30, 2023, at which time it may be renewed up to two additional one-year terms.

Council Priorities Served

Responsible budgeting
MWRD evaluates the condition and lifespan of materials and budgets responsibly to ensure reliable operation of facilities.

Maintain public safety
MWRD ensures that facilities are properly maintained to provide quality water to its customers.
**Fiscal Impact**

The cost for removing the existing GAC media, cleaning the contactor, and replacing the GAC media, $122,840. If approved, it would be funded in the FY23 capital budget.

**Attachments**

First Amendment with Calgon Carbon Corporation
FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
CALGON CARBON CORPORATION

This First Amendment ("First Amendment") to the Contract, entered into July 1, 2021 ("Contract"), is effective as of this day_______________, 2022, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Calgon Carbon Corporation, a corporation of the State of Delaware ("Contractor").

RECITALS

WHEREAS, on July 1, 2021 the City entered into the Contract with Contractor for the purchase and replacement of Granular Activated Carbon Media at the stated amount of $122,840 for the City’s Water Resources Department; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2021 to June 30, 2022 and,

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract for up to three (3) additional terms; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein:

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional term to begin on July 1, 2022 and end on June 30, 2023. The City and Contractor each individually and collectively represent and acknowledge that this renewal constitutes the first of three possible renewals of the Contract.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

By:_________________________________
Shane McFarland, Mayor

CALGON CARBON CORPORATION:

By:_________________________________
Jeremy J. Jones, DWS Project Manager

Approved as to form:

____________________________________
Adam F. Tucker, City Attorney
COUNCIL COMMUNICATION

Meeting Date: 04/07/2022

Item Title: Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-03
Department: Water Resources
Presented by: Darren Gore

Requested Council Action:

- Ordinance
- Resolution
- Motion ☒
- Direction
- Information

Summary

Task Order for Water/Wastewater Mechanical/Electrical Services Contract to replace the check valves at Pump Station#10 (Thompson Lane).

Staff Recommendation

Approve Task Order 22-03 for Water/Wastewater Mechanical/Electrical Services Contract.

Background Information

Task Order 22-03 includes furnishing all materials and labor to replace two check valves. The packing and flapper arms are worn out which has caused the valves to develop a slow leak. These valves have been in service for roughly 20 years.

Council Priorities Served

- Responsible budgeting
  
  MWRD is practicing responsible budgeting through utilization of existing contract.

- Maintain public safety
  
  MWRD ensures that equipment is properly maintained to sustain efficient flow.

Fiscal Impact

The total fiscal impact to initiate this task order is $26,966 with funds from the Department’s working capital reserves account.

Attachments

- JBS Task Order 22-03
TASK ORDER NO. #22-03

March 9, 2022

BETWEEN

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

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2021 thru June 6, 2022*
(*new contract rates used for this project based on lead time of valves)

FOR

Thompson Lane Pump Station Check Valve Replacement Project
Task Order No. 22-3

Thompson Lane Check Valve Replacement

BACKGROUND

JBS has been asked to provide a task order estimate for the replacement of two (2) 8x12 reducing check valves at the Thompson Lane Pump Station. Pricing assumes that the existing isolation valves will hold sufficiently to replace the check valves.

Lead time of the valves is currently 14-16 weeks.

SCOPE OF WORK

Labor and materials by JBS to replace two check valves as described above.
### FISCAL IMPACT

#### Thompson Ln. 8x12 Check Valves (x2)

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#### Equipment

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#### Materials & Subcontractors

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**TOTAL ESTIMATE**  $26,965.94
Contractor:
John Bouchard and Sons Company

City:
City of Murfreesboro

By:
Name: David Proctor
Title: Project Manager
Date: 2/2/22

By:
Name: Shane McFarland
Title: Mayor
Date: 

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

CONTRACTOR NOTICE CONTACT INFORMATION
John Bouchard and Sons Company
Mailing address: 1024 Harrison St.
Nashville, TN 37203
Phone number: 615-256-0112
Fax number: 615-256-2427
Company Contact: David Proctor
E-mail: David.Proctor@jbouchard.com

CITY NOTICE CONTACT INFORMATION
Murfreesboro Water and Sewer Dept.
Mailing address: 300 NW Broad St.
Murfreesboro, TN 37130
Phone number: 
Fax number: 615-896-4259
Company Contact: 
E-mail: dgore@murfreesborotn.gov
COUNCIL COMMUNICATION  
Meeting Date: 04/07/2022

Item Title: Cherry Ln. Pump Station Study-CIA Engineering Proposal
Department: Water Resources
Presented by: Darren Gore

Requested Council Action:

- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary

An engineering proposal from CIA to re-study the eastern most proposed sewer pump station (SPS) along Cherry Ln to determine if the redesign of this station would be more beneficial to the sewer system and less costly than the Northeast Regional Pump Station (NERPS) currently under design by SSR.

Staff Recommendation

Approve of the engineering task order from CIA.

Background Information

CIA is under contract to design the improvements necessary to serve the sewer basin encompassed with Phase 2 of Cherry Lane. This design work is fairly complete, however, is awaiting a final design of the roadway. The sewer master plan for Cherry Lane entails three SPS’s. The gravity lines and sewer forcemains are to be built with the roadway and the SPS’s will be built at a later date once development along the roadway occurs. The original design of the eastern most SPS located at the intersection of Cherry Lane & Old Cherry Lane was to abandon the Caroline Farms Subdivision SPS and was to discharge along Thompson Lane. The middle and western SPS’s were to discharge into the Overall Creek SPS.

On a separate path and to serve the eastern portions of Murfreesboro SSR is under contract to design the NERPS. The design would abandon three SPS’s that would discharge at the WRRF and free up capacity along Thompson Lane as well as Sinking Creek Interceptor.

In January, SSR presented an updated cost estimate to staff based on recent costs of materials and construction. This updated cost estimate of the NERPS, gravity sewer and sewer forcemain was ~$40M, which was an increase from the previous estimate of ~$20M. It is this increase coupled with the small amount of developable land in the Basin upstream of the NERPS, staff felt compelled to study another alternative to reduce sewer flows to Thompson Ln and the Sinking Creek Interceptor.

Staff is requesting CIA to go back and re-visit the design of the eastern most SPS along Cherry Lane to determine if the existing SPS’s in the area, could be re-routed to the eastern most proposed SPS and discharge to the WRRF, instead of Thompson Ln, to alleviate the possible need for future upgrades to the VA and Thompson Ln SPS’s as well as the Sinking Creek Interceptor.
Council Priorities Served

Responsible budgeting
This study will allow comparison between the two SPS’s designs and give staff the information necessary to be responsible in deciding which alternative is best for the sewer system coupled with Murfreesboro’s future growth.

Improve economic development
Designing the proper size of the sewer infrastructure along the Cherry Ln from its inception will allow this corridor development in a manner that will bring economic benefit to the City.

Expand infrastructure
The sewer and repurified water infrastructure with the Cherry Ln corridor will comprise of new gravity sewer, SPS’s, sewer forcemains as well as repurified water.

Fiscal Impact
The Engineering proposal is in an amount not to exceed $35,000. Staff recommends the engineering design be funded from the Department’s working capital reserves account.

Attachments
1. Engineering Proposal from CIA
2. NERPS & Cherry Lane Overall Exhibit
March 18, 2022

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

RE: Proposed Cherry Lane East Sewage Pump Station Study – Engineering Fee Proposal
Study Purpose: Remove flows from the Thompson Lane area and re-direct them to the WRRF Force Main.

Dear Valerie:

Thank you for the opportunity to submit a proposal for the above referenced project. Below is a summary of the anticipated tasking and a fee estimate for the needed study.

Proposed Study Components:
- Analyze existing and future flows from Thompson Lane area.
- Re-size Cherry Lane East SPS and FM to accept additional flow.
- Analyze re-routing 4 existing SPS’s to the Cherry Lane Gravity sewer and Cherry Lane East SPS.
- Report Preparation, including preliminary plans, profiles, and design parameters for pricing.

Estimated Engineering fee: Not to exceed - $35,000

Should any other additional services be required, our standard hourly rates are as follows:
- Senior Engineer.......................... $175/hr.
- Engineering Technician/CADD......... $100/hr.

Should you need any clarification or have any questions, please feel free to contact me.

Sincerely,

CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC

Linda Sullivan, PE
Senior Civil Engineer, President
**COUNCIL COMMUNICATION**

**Meeting Date:** 4/7/2022

**Item Title:** Minutes of City Council Meetings

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

**Summary**

Review and approval of City Council meeting minutes.

**Staff Recommendation**

Approve minutes as listed.

**Background Information**

City Council meetings are available on the City’s website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes in order for these to become the official minutes of the meeting.

**Attachments**

- March 9, 2022 (Regular Meeting)
- March 17, 2022 (Regular Meeting)
March 9, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, March 9, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris arrived late to the meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Jennifer Brown, City Recorder/
  Finance Director
David Ives, Deputy City Attorney
Darren Gore, Assistant City Manager
Gary Whitaker, Assistant City Manager
Angela Jackson, Executive Director/
  Community Services
Sam Huddleston, Executive Director/
  Development Services
Erin Tucker, Budget Director
Greg McKnight, Planning Director
Nate Williams, Parks and Recreation Director
Randolph Wilkerson, Employee Services Director
Russell Gossett, Solid Waste Director
Trey Adams, Golf Director
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

The following letter from the Golf Director was presented to the Council:

(Insert letter dated March 9, 2022 here with regards to Golf Course Renovation for Old Fort Golf Club.)

Mr. Trey Adams, Golf Director, presented the request to approve the Agreement with Watermark Golf/Nathan Crace Design, in the amount of $54,000 plus travel expenses, funded by reallocated Bond proceeds, for consultant services related to the renovation of the Old Fort Golf Course.

Mr. Shacklett made a motion to approve the Agreement with Watermark Golf/Nathan Crace Design, in the amount of $54,000 plus travel expenses, funded by reallocated Bond proceeds, for consultant services related to the renovation of the Old Fort Golf Course. Mr. Wade seconded the motion and all members of the Council present voted “Aye”.

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 9, 2022 here with regards to Chlortec Hypochlorite Cell Replacement.)
Mr. Darren Gore, Assistant City Manager, presented the request to approve the sole source-purchase with De Nora Water Technologies, LLC, in the amount of $64,496, funded by the Department’s Working Capital Reserves, for replacement of a Chlortec Hypochlorite Cell.

Mr. Wade made a motion to approve the sole source-purchase with De Nora Water Technologies, LLC, in the amount of $64,496, funded by the Department’s Working Capital Reserves, for replacement of a Chlortec Hypochlorite Cell. Mr. Martin seconded the motion and all members of the Council present voted “Aye”.

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 9, 2022 here with regards to Overall Creek Pump Station Expansion Award of Contract.)

Vice-Mayor Scales Harris arrived during the presentation of this item.

Mr. Darren Gore, Assistant City Manager, presented the request to award the Construction Contract to Blakey Construction Services, LLC, in the amount of $4,963,947, funded by the Department’s Working Capital Reserves, for expansion of the Overall Creek Pump Station.

Council discussed with staff bids coming in over the estimated cost amount and the increase in construction costs due to the current construction cost market and shortages.

Mr. LaLance made a motion to award the Construction Contract to Blakey Construction Services, LLC, in the amount of $4,963,947, funded by the Department’s Working Capital Reserves, for expansion of the Overall Creek Pump Station. Mr. Wade seconded the motion and all members of the Council voted “Aye”.

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 9, 2022 here with regards to SRWTP Switchgear Improvements Bid Award.)

Mr. Darren Gore, Assistant City Manager, presented the request to award the Construction Contract to PowerTek, LLC, in the amount of $1,513,454, funded by the Department’s CIP, for improvements to the Switchgear at the Stones River Water Treatment Plant.

Mr. Shacklett made a motion to award the Construction Contract to PowerTek, LLC, in the amount of $1,513,454, funded by the Department’s CIP, for improvements to the Switchgear at the Stones River Water Treatment Plant. Mr. LaLance seconded the motion and all members of the Council voted “Aye”.

The following letters from the Golf Director and Parks and Recreation Director were presented to the Council:
Mr. Craig Tindall, City Manager, presented Council with the request to increase the City’s full-time position head count by ten. He explained that the full-time positions would be replacing current part-time positions that the City is struggling to fill in the current labor market.

Mr. LaLance made a motion to increase the City’s full-time position head count by ten. Mr. Wright seconded the motion and all members of the Council voted “Aye”.

Mr. Craig Tindall, City Manager, presented Council with the request to approve the transfer of property and control over Evergreen Cemetery from the City to the newly formed Evergreen Cemetery, Inc.

Vice-Mayor Scales Harris made a motion to approve the Bill of Sale and transfer property from the City and control over Evergreen Cemetery to Evergreen Cemetery, Inc. Mr. Shacklett seconded the motion and all members of the Council voted “Aye”.

Mr. Darren Gore, Assistant City Manager, introduced Mr. Mark Brown, WastAway CEO, who gave a presentation on WastAway services and how they can be used to reduce dependence on landfills. Mr. Gore and Mr. Brown answered questions from Council regarding TVA regulations, industries that are interested in WastAway fuel, and potential partners and industries that exist in the City and County.

The January 2022 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

The following letter from the City Recorder/Finance Director was presented to the Council:
(Insert letter dated March 9, 2022 here with regards to Special Event Beer Permit Applications for Children’s Museum Corporation dba Discovery Center on 5/14/22, 6/3/22, 6/4/22, 6/5/22, and 9/24/22 at 502 SE Broad St.; Charity Circle of Murfreesboro on 4/30/22, 8/19/22, 9/8/22, and 12/9/22 at 2261 Oakleigh Dr., 2914 Cherry Blossom Ln., 1728 Shagbark Trl., and 1529 Avellino Circle; and Interfaith Dental of Nashville on 3/24/22 at 210 Robert Rose Dr.)

Mr. Wade made a motion to approve the Special Event Beer Permits for Children’s Museum Corporation dba Discovery Center on 5/14/22, 6/3/22, 6/4/22, 6/5/22, and 9/24/22 at 502 Southeast Broad Street; Charity Circle of Murfreesboro on 4/30/22, 8/19/22, 9/8/22, and 12/9/22 at 2261 Oakleigh Drive, 2914 Cherry Blossom Lane, 1728 Shagbark Trail, and 1529 Avellino Circle; and Interfaith Dental of Nashville on 3/24/22 at 210 Robert Rose Drive. Mr. LaLance seconded the motion and all members of the Council voted “Aye”.

The City Recorder/Finance Director stated that there were no statements to be paid.

Mayor McFarland requested that the Future Land Use Plan return to Council for discussion before the Planning Commission votes to approve it.

Council Member LaLance discussed with staff removing some requirements for public hearings regarding matters that have already had a public hearing at the Planning Commission with no attendance.

There being no further business, Mayor McFarland adjournd this meeting at 1:01 p.m.

______________________________
SHANE MCFARLAND – MAYOR

ATTEST:

______________________________
JENNIFER BROWN – CITY RECORDER
March 17, 2022

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, March 17, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/
    Finance Director
Darren Gore, Assistant City Manager
Mark Foulks, Fire Rescue Chief
Michael Bowen, Police Chief
Angela Jackson, Executive Director/
    Community Services
Chris Griffith, Executive Director/
    Public Infrastructure
Raymond Hillis, Executive Director/
    Public Works
Sam Huddleston, Executive Director/
    Development Services
Trey Duke, City Schools Director
Rhonda Darnell, Employee Services Assistant Director
Scott Elliot, Project Manager
Joshua Miller, Administrative Assistant

Council Member Kirt Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland proclaimed that, in the City of Murfreesboro, the Month of March would be known as Athletic Training Month to honor and spread awareness about what athletic trainers do, to urge the citizens of Murfreesboro to learn more about the importance of athletic training, and the caliber of MTSU’s Athletic Training Program.

Ms. Rhonda Darnell, Employee Services Assistant Director, recognized STARS Award recipients Ms. Maria Routon, Building and Codes Permit Technician, and Ms. Crystal Ellis, Parks and Recreation Program Coordinator. Ms. Routon was nominated for going above and beyond the call of duty by providing excellent customer service to her department and to customers. Ms. Ellis was nominated for going above and beyond the call of duty by performing the Heimlich maneuver on a child she noticed was choking during after-school snack time at Patterson Park. Mayor McFarland presented plaques recognizing Ms. Routon’s and Ms. Ellis’s ability to represent the best of what Murfreesboro City Employees have to offer, exhibiting core values and creating a better quality of life for citizens.

Council Member Ronnie Martin stepped out at this time.
The Consent Agenda was presented to the Council for approval:

1. Town Creek, Phase II Concept Planning Study (Administration)
2. Purchase of Portable Flypack (Communications)
3. Community Investment Program Funds Transfer (Finance)
4. FY22 City Manager Approved Budget Amendments (Finance)
5. IP Telephony Contract Amendments (Information Technology)
6. Mandatory Referral for Abandonment of Water and Sanitary Sewer Easement along South Church Street (Planning)
7. Purchase of Office Furniture (Police)
8. True North Work Order No. 4 (Police)
9. Asphalt and Concrete Purchase Report (Street)
10. Main Street Banner Request (Street)
11. Guardrail Replacement Contract Amendment 1 (Street)
13. Annual Audit Contract (Water Resources)
14. TTL Geotechnical Services Proposal for Overall Creek Pump Station (Water Resources)

(Insert letters from Administration, Communications, Finance (2), Information Technology, Planning, Police (2), Street (3), & Water Resources (3) Departments here.)

Mr. Wade made a motion to approve the Consent Agenda. Mr. LaLance seconded the motion and all members of the Council present voted “Aye”.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to approval of Minutes of City Council Meetings.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on February 16, 2022, the special joint meeting held on February 16, 2022, and the regular Meeting held on February 24, 2022. Mr. Wade seconded the motion and all members of the Council present voted “Aye”.

Council Member Ronnie Martin returned at this time.

The following letter from the Executive Director of Development Services was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to ProLogis and FedEx Public ROW License Agreement on Elam Farms Parkway.)

Mr. Sam Huddleston, Executive Director of Development Services, presented the request to approve the public right-of-way License Agreement with ProLogis, L.P. and FedEx Ground Package System, Inc. for temporary private use of a portion of the Elam Farms Parkway right-of-way.
Mr. Martin made a motion to approve the public right-of-way License Agreement with ProLogis, L.P. and Fedex Ground Package System, Inc. for temporary private use of a portion of the Elam Farms Parkway right-of-way. Mr. Wright seconded the motion and all members of the Council voted “Aye”.

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to purchase of property at 2140 North Thompson Lane.)

Mr. Craig Tindall, City Manager, presented the request to approve the purchase of the office building at 2140 North Thompson Lane, subject to due diligence, and approve remodeling of the building for a total estimated project cost of $4,000,000, funded by Bond Premiums and excess funds from previous Bond Proceeds.

Mr. Wade made a motion to approve the purchase of the office building at 2140 North Thompson Lane, subject to due diligence, and approve remodeling of the building for a total estimated project cost of $4,000,000, funded by Bond Premiums and excess funds from previous Bond Proceeds. Mr. Wright seconded the motion and all members of the Council voted “Aye”.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to presentation of Annual Audit Report.)

Mr. Jimmy Jobe, Jobe, Hastings, & Associates, presented the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2021 (Fiscal Year 2021) for the City of Murfreesboro. The report expressed an unmodified (“clean”) opinion on the City’s Financial Statements for Fiscal Year 2021. Mr. Jobe highlighted areas of the report that may be of special interest to Council and answered questions.

Mr. LaLance made a motion to accept the audit presented in the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2021 (Fiscal Year 2021) for the City of Murfreesboro. Mr. Wade seconded the motion and all members of the Council voted “Aye”.

The following letter from the Executive Director of Public Infrastructure was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to Rutherford Boulevard Extension Professional Services Agreement.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Professional Services Agreement with Neel-Schaffer, Inc. in the amount of
$716,739, funded from the CIP, for design services related to the extension of West Rutherford Boulevard.

Mr. LaLance made a motion to approve the Professional Services Agreement with Neel-Schaffer, Inc. in the amount of $716,739, funded from the CIP, for design services related to the extension of West Rutherford Boulevard. Mr. Martin seconded the motion and all members of the Council voted “Aye”.

The following letter from the Executive Director of Public Infrastructure was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to Final Change Order for Rucker Lane Phase 1 Project.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the final Change Order with Charles Deweese Construction, Inc. in the amount of $122,597. Mr. Griffith stated that this Change Order resulted in the total construction cost for the Rucker Lane Phase 1 Project decreasing from $2,299,947 to $2,177,350 with all funds coming from the CIP.

Mr. LaLance made a motion to approve the final Change Order with Charles Deweese Construction, Inc. in the amount of $122,597. Mr. Shacklett seconded the motion and all members of the Council voted “Aye”.

The following letter from the Executive Director of Public Infrastructure was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to Professional Services Contract – Butler Drive Realignment.)

Mr. Chris Griffith, Executive Director of Public Infrastructure, presented the request to approve the Professional Services Contract with Kimley Horn, Inc. in the amount of $92,100, funded from the CIP, for services related to the realignment of Butler Drive.

Mr. Wade made a motion to approve the Professional Services Contract with Kimley Horn, Inc. in the amount of $92,100, funded from the CIP, for services related to the realignment of Butler Drive. Mr. LaLance seconded the motion and all members of the Council voted “Aye”.

The following letter from the Project Manager was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to City Schools Reroofing Contracts.)

Mr. Scott Elliot, Project Manager, presented the request to approve the Contract with Porter Roofing Architectural Services Agreement in the amount of $1,989,798 for Phase I of the reroofing project at Mitchell-Neilson and Reeves-Rogers Elementary Schools and approve the Contract with Marion and Green Roofing in the amount of $847,080 for Phase II
of the reroofing project at Hobgood and Bradley Elementary Schools for a total project cost of $2,900,536, funded from County Shared Bonds.

Mr. Shacklett made a motion to approve the Contract with Porter Roofing Architectural Services Agreement in the amount of $1,989,798 for Phase I of the reroofing project at Mitchell-Neilson and Reeves-Rogers Elementary Schools and approve the Contract with Marion and Green Roofing in the amount of $847,080 for Phase II of the reroofing project at Hobgood and Bradley Elementary Schools for a total project cost of $2,900,536, funded from County Shared Bonds. Mr. LaLance seconded the motion and all members of the Council voted “Aye”.

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to HVAC Unit Replacement.)

Mr. Darren Gore, Assistant City Manager, presented the request to approve the Agreement with Trane U.S. Inc., in the amount of $120,150, funded by the CIP, for replacement of HVAC units at the Stones River Water Treatment Plant.

Mr. Wade made a motion to approve the Agreement with Trane U.S. Inc., in the amount of $120,150, funded by the CIP, for replacement of HVAC units at the Stones River Water Treatment Plant. Mr. Shacklett seconded the motion and all members of the Council voted “Aye”.

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated March 17, 2022 here with regards to a Beer Permit Application for Urban Air Murfreesboro, 1952 Old Fort Pkwy., Ste. 6 and a Special Event Permit for the Charity Circle of Murfreesboro on 8/12/22 at 2914 Cherry Blossom Ln.)

Mr. Martin made a motion to approve the Beer Permit for Urban Air Murfreesboro, 1952 Old Fort Parkway, Suite 6 (New Location), pending Building and Codes approval and a Special Event Permit for the Charity Circle of Murfreesboro on 8/12/22 at 2914 Cherry Blossom Lane. Mr. Wright seconded the motion and all members of the Council voted “Aye”.

The City Recorder/Finance Director announced that there were no board or commission appointments, nor any statements to consider.

There being no further business, Mayor McFarland adjourned this meeting at 6:47 p.m.

ATTEST: SHANE McFARLAND – MAYOR

JENNIFER BROWN - CITY RECORDER
COUNCIL COMMUNICATION  
Meeting Date: 04/07/2022

Item Title: FY22 Budget Amendments # 6
Department: City Schools
Presented by: Trey Duke, Director of Schools

Requested Council Action:
- Ordinance ☐
- Resolution ☒
- Motion ☐
- Direction ☐
- Information ☐

Summary
Amendment to the FY22 City School’s General Purpose and ESP budgets.

Staff Recommendation
Approve Resolution 22-R-9 amending the FY22 General Purpose and ESP budgets (6th Amendment).

Background Information
On March 22, 2022, the MCS Board approved amendments in the General Purpose fund for $863,138 and the ESP fund for $68,400 to budget a one-time bonus from fund balance into the correct labor and benefit line items. Full-time employees will receive a $500 bonus and part-time employees will receive a $250 bonus to help address the cost of living increases.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact
These funds will be budgeted in the City Schools General Purpose and ESP funds from fund balance.

Attachments
1. Resolution 22-R-9
2. MCS Budget Amendments
RESOLUTION 22-R-09 amending the 2021-2022 Murfreesboro City Schools Budget (6th Amendment).

WHEREAS, the City Council adopted Resolution 21-R-19 on May 20, 2021 to implement the 2021-2022 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2021-2022 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2021-2022 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

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

Passed: ____________________________  Shane McFarland, Mayor

ATTEST: ____________________________  APPROVED AS TO FORM:

Jennifer Brown  Adam F. Tucker
City Recorder  City Attorney

Z:\files\Council\Resolutions\ Resolutions by Year 1992-Present\2022\22-R-09 Amend Schools 21-22 Budget - 6th\22-R-09 - Amend Schools Budget, 6th Amendment.doc
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CHANGE IN FUND BALANCE (CASH) $ (863,138)

To budget a one-time bonus for MCS employees from ending unassigned fund balance at June 30, 2021 into the correct labor and benefit line-items.

Full time employees will receive a $500 bonus and part-time employees will receive a $250 bonus to help address the cost of living increases.
## Fiscal Year 2021-2022

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<th>Description</th>
<th>BUDGET AS PASSED OR PREV AMENDED</th>
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<td>(68,400)</td>
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<td>ESP - Director</td>
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<td><strong>Total Increase in Expenditures</strong></td>
<td>$-</td>
<td>$</td>
<td>68,400</td>
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**CHANGE IN FUND BALANCE (CASH)**

$ (68,400)

To budget a one-time bonus to ESP employees from fund balance. A bonus of $500 will be paid to full-time employees and $250 bonus for part-time employees.
COUNCIL COMMUNICATION  
Meeting Date: 04/07/2022

**Item Title:** Plan of Services, Annexation, and Zoning for property along Northwest Broad Street  
[Public Hearings Required]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

- **Ordinance** ☒
- **Resolution** ☒
- **Motion** ☐
- **Direction** ☐
- **Information** ☐

**Summary**

Annexation and zoning of approximately 258.8 acres located along Northwest Broad Street.

**Staff Recommendation**

Conduct a public hearing and approve the Plan of Services and the requested annexation.

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

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request.

**Background Information**

Mary Hord Haymore Children, LP, the Elizabeth G. Hord 2013 Irrevocable Trust B, and the Estate of Thomas E. Hord, III have initiated petitions of annexation [2021-516] for approximately 258.8 acres located along Northwest Broad Street. The City developed its plan of services for this area. Additionally, Legacy Sports Tennessee presented to the City a zoning application [2021-433] for the same 258.8 acres to be zoned CH (Commercial Highway District) and GDO-1 (Gateway Design Overlay District 1) simultaneous with annexation. During its regular meeting on February 2, 2022, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City. Specifically,
the property is proposed to be developed with a sports and entertainment facility with ancillary retail and hospitality uses.

*Establish Strong City Brand*

The proposed Legacy Sports Tennessee development will add to Murfreesboro’s already strong reputation as a sports and recreation destination.

**Attachments:**

1. Resolution 22-R-PS-02
2. Resolution 22-R-A-02
3. Ordinance 22-OZ-02
4. Maps of the area
5. Planning Commission staff comments from the 02/02/2022 meeting
6. Planning Commission minutes from the 02/02/2022 meeting
7. Plan of services
8. Other miscellaneous exhibits
4.a. Annexation petition and plan of services [2021-516] for approximately 258.81 acres located along Northwest Broad Street, Hord Family applicant.

The property owners, M.B. Murfree, IV, as Trustee of the Elizabeth G. Hord 2013 Irrevocable Trust B and as Personal Representative of the Estate of Thomas Hord III, and German Pittman Haymore III, as General Partner of the Mary Hord Haymore Children, L.P. (collectively the Hord Family), have submitted petitions requesting their property be annexed into the City of Murfreesboro. The subject property is 258.81 acres, located along the east side of Northwest Broad Street and southeast of I-840. The property tax map numbers are:

- Tax Map 70, Parcel 7.02 (91.4 acres)
- Tax Map 70, Parcel 7.03 (167.41 acres)

Simultaneous with this application is a request to zone the property to CH and GDO-1 (Commercial Highway and Gateway Design Overlay-1) Districts. No residential structures are currently located on the property. The study area is located within the City of Murfreesboro’s Urban Growth Boundary and is contiguous with the City limits along both the northeast property line and the southwestern property line adjacent to Northwest Broad Street.

Staff has prepared a plan of services for the proposed annexation and it is attached to this staff report for reference. City services can be provided to the property in its current state upon annexation and with future development of property. The plan of services provides the detailed information regarding each of the City services.

**Action Needed:**

The Planning Commission will need to conduct a public hearing on this annexation petition and plan of services, after which it will need to discuss the matter and then formulate a recommendation for the City Council.
Annexation Request for Property located along Northwest Broad Street
Annexation Request for Property located along Northwest Broad Street
PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (e.g., corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (e.g., president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. M.B. Murfree, IV as Trustee of the Elizabeth G. Hord 2013 Irrevocable Trust B
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   Signature: ___________________________ Status: Trustee Date: 12/6/21
   805 S. Church Street, Suite 21, Murfreesboro, TN 37130
   Mailing Address (if not address of property to be annexed)

2. M.B. Murfree, IV as Personal Representative of the Estate of Thomas E. Hord III
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   Signature: ___________________________ Status: Personal Representative Date: 12/6/21
   805 S. Church Street, Suite 21, Murfreesboro, TN 37130
   Mailing Address (if not address of property to be annexed)

3. ___________________________
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   Signature: ___________________________ Status: ___________________________ Date: ___________________________
   Mailing Address (if not address of property to be annexed)

4. ___________________________
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   Signature: ___________________________ Status: ___________________________ Date: ___________________________
   Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No
PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (e.g., corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (e.g., president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Mary Hord Haymore Children, L.P., a Tennessee limited partnership
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   By: German Pittman Haymore, III
   Signature: ___________________________ Status: General Partner Date: __________________
   c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130
   Mailing Address (if not address of property to be annexed)

2. Mary Hord Haymore Children, L.P., a Tennessee limited partnership
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   By: Mary Haymore Pinson
   Signature: ___________________________ Status: General Partner Date: __________________
   c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130
   Mailing Address (if not address of property to be annexed)

3. German Pittman Haymore, III
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   Signature: ___________________________ Status: Owner Power of Attorney Date: 12/14/21
   Mailing Address (if not address of property to be annexed)

4. 
   Printed Name of Owner (and Owner's Representative, if Owner is an entity)
   Signature: ___________________________ Status: __________________ Date: __________________
   Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: ______ Yes

Power of Attorney applies and is attached: ______ Yes ______ No
PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

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<tr>
<th>#</th>
<th>Printed Name of Owner (and Owner's Representative, if Owner is an entity)</th>
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<td>Mary Hord Haymore Children, L.P., a Tennessee limited partnership</td>
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<td>By: German Pittman Haymore, III</td>
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<td>c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130</td>
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<td>c/o Jeff Reed, Attorney, 16 Public Square N, Murfreesboro, TN 37130</td>
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<td>(If not address of property to be annexed)</td>
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<td></td>
<td>(Attach additional signature pages if necessary)</td>
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<td></td>
</tr>
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</table>

Legal Description is attached:  Yes

Power of Attorney applies and is attached:  Yes  No
1. **Call to order.**

Chair Kathy Jones called the meeting to order.

2. **Determination of a quorum.**

Chair Kathy Jones determined that a quorum was present.

3. **Approve minutes of the January 19, 2022, Planning Commission meeting.**

Vice-Chairman Ken Halliburton moved to approve the Minutes of the January 19, 2022 Planning Commission meeting; the motion was seconded by Mr. Warren Russell and carried by the following vote:

**Aye:**
Kathy Jones  
Ken Halliburton  
Rick LaLance  
Warren Russell  
Chase Salas  
Shawn Wright

**Nay:** None.
MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
FEBRUARY 2, 2022

4. Public Hearings and Recommendations to City Council:

Annexation petition and plan of services [2021-516] for approximately 258.8 acres located along Northwest Broad Street, Hord Family applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. In addition, both the plan of services and the staff comments had been revised to more accurately reflect the ownership of the properties in question. Revised copies of both were provided to the Planning Commission.

Chair Kathy Jones opened the public hearing.

1. Ms. Nancy Miller, 2643 Chatham Court – opposes the request due to increase in traffic flow, danger to property values, noise, and blasting.

2. Mr. Doug Hutchins, 2220 Londonderry Drive – expressed concerns regarding noise, light pollution, flooding, property values, and traffic.

3. Dr. Steven Thomas, 3511 Oakleigh Cove – opposes the project due to concerns regarding noise, light pollution, hours of operation, and lack of benefit to the City.

Chair Kathy Jones closed the public hearing.

Ms. Marina Rush addressed concerns regarding lighting, noise, and flooding.

There being no further discussion, Mr. Rick LaLance moved to approve the annexation petition and plan of services subject to staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
     Ken Halliburton
     Rick LaLance
Zoning application [2021-433] for approximately 258.8 acres located along Northwest Broad Street to be zoned CH and GDO-1 simultaneous with annexation, SEC, Inc. on behalf of Legacy Sports Tennessee applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Mr. Bricke Murfree, 1011 Glasgow Drive & and future homeowner at 2227 Shannon Drive - is in favor of the request.

2. Dr. Steven Thomas, 3511 Oakleigh Cove- expressed concerns regarding noise.

Chair Kathy Jones closed the public hearing.

Mr. David Ives addressed concerns regarding violations and enforcement of the City’s noise ordinance.

Mr. Matt Taylor (design engineer), Mr. Chad Miller (applicant), Mr. Mike Kuntz (architect), Mr. Rich Riebeling and Mr. Russell Riebeling (developer’s representatives) were in attendance representing the application. Mr. Taylor explained how they intend to mitigate noise from the proposed facility. Continuing, Mr. Taylor also addressed concerns regarding flooding.

Mr. Rick LaLance requested for the applicant to save as many mature trees as possible on this property.
RESOLUTION 22-R-PS-02 to adopt a Plan of Services for approximately 258.8 acres located along Northwest Broad Street, Hord Family, applicant [2021-516].

WHEREAS, the Owner(s) of the territory identified on the attached map as the “Area to be Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and,

WHEREAS, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and,

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on February 2, 2022, for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on April 7, 2022, pursuant to a Resolution passed and adopted by the City Council on February 24, 2022, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on March 22, 2022; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, Resolution 22-R-A-02, the public welfare and the welfare of the City requiring it.

Passed: ____________________________ Shane McFarland, Mayor

ATTEST: ____________________________ APPROVED AS TO FORM:

Jennifer Brown Adam F. Tucker
City Recorder City Attorney

SEAL
ANNEXATION REPORT FOR PROPERTY LOCATED ALONG NW BROAD STREET (HORD FAMILY) INCLUDING PLAN OF SERVICES (FILE 2021-516)

PREPARED FOR THE MURFREESBORO PLANNING COMMISSION FEBRUARY 2, 2022
Annexation Request for Property located along Northwest Broad Street
INTRODUCTION
OVERVIEW
The property owners, M.B. Murfree, IV, as Trustee of the Elizabeth G. Hord 2013 Irrevocable Trust B and as Personal Representative of the Estate of Thomas Hord III, and German Pittman Haymore III, as General Partner of the Mary Hord Haymore Children, L.P. (collectively the Hord Family), have submitted petitions requesting their property be annexed into the City of Murfreesboro. The subject property is 258.81 acres, located along the east side of Northwest Broad Street and southeast of I-840. The property tax map numbers are:

- Tax Map 70, Parcel 7.02 (91.4 acres)
- Tax Map 70, Parcel 7.03 (167.41 acres)

Simultaneous with this application is a request to zone the property to CH and GDO-1 (Commercial Highway and Gateway Design Overlay-1) Districts. No residential structures are currently located on the property.

The study area is located within the City of Murfreesboro’s Urban Growth Boundary and is contiguous with the City limits along the northeast property line and NW Broad Street along the southwestern property line.
CITY ZONING

Legacy Sports Tennessee has submitted an application to zone the subject property to Commercial Highway and Gateway Design Overlay-1 (CH and GDO-1) Districts. The purpose of this zoning is to allow for the development of a multi-use sports and entertainment complex, the Legacy Sports Tennessee facility, that will include indoor and outdoor athletic facilities for recreational and professional sports as well as related retail, commercial, medical, and hospitality uses.

The adjacent properties located to the north, northwest, west, and south are in the unincorporated portion of Rutherford County and are zoned RM (Residential Medium Density). Across NW Broad St. to the west are properties zoned HI (Heavy Industrial), CG (Commercial General) and RM, and to the northeast and further east are zoned RS-15 (Single-Family Residential District) in the City.
PRESENT AND SURROUNDING LAND USE

The study area is currently undeveloped, vacant agricultural land. There is a small cemetery on the property near NW Broad Street called the “Major Cemetery.”

The adjacent properties are a combination of undeveloped and developed land as shown on the adjacent map.

The properties directly to the north, northwest, and southeast are primarily vacant agricultural land. The properties to the northeast are single family homes within the Oakleigh Subdivision, the Murfreesboro Wastewater Treatment Plant, and further to the east are single family homes within the Riverbend Subdivision.

The properties along the west side of NW Broad Street are in the unincorporated land of Rutherford County. Directly to the west is a rock quarry and plant, and vacant land.
TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2022 will be due on December 31, 2023. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor’s Office. The current tax rate for the City of Murfreesboro is $1.2894/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

**Table I**

*Estimated Taxes from Site*

<table>
<thead>
<tr>
<th>Owner of Record</th>
<th>Tax Map and Parcel</th>
<th>Acres</th>
<th>Land Value</th>
<th>Improvements Value</th>
<th>Total Assessment</th>
<th>Estimated City Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hord Family</td>
<td>70-007.02</td>
<td>91.4</td>
<td>$111,400</td>
<td>$0.00</td>
<td>$27,850</td>
<td>$359.10</td>
</tr>
<tr>
<td>Hord Family</td>
<td>70-007.03</td>
<td>167.41</td>
<td>$297,300</td>
<td>$0.00</td>
<td>$74,325</td>
<td>$958.35</td>
</tr>
</tbody>
</table>

These figures are for the property in its current state and assessed at the residential rate of 25 percent. After this property is rezoned and when it is developed, an improvement value will be added, which will result in an increase to the City and County taxes.
PLAN OF SERVICES
POLICE PROTECTION
At present, the study area receives police service through the Rutherford County Sheriff’s Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation.

This property is located within Police Zone #6. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected.

If the property is zoned commercial and developed as a sports and entertainment facility, then due to the proposed size and scale it is recommended the operator consider providing security services or contracting such resources based upon the volume of patrons that may attend during any given time.

ELECTRIC SERVICE
Middle Tennessee Electric Membership (MTE) currently has overhead electric facilities along NW Broad Street. MTE is currently performing upgrades in this area as part of their capital improvement plan, and any future development in the study area will need to submit loading information to MTE in order to ensure existing capacity will be sufficient. Any new electrical infrastructure installed will be required to adhere to MTE standards. MTE will serve the subject property.

STREET LIGHTING
There are streetlights currently installed along NW Broad Street.

SOLID WASTE COLLECTION
The study area is currently vacant; as such, solid waste collection service will not be needed upon the effective date of annexation. If the property is zoned commercial, any future commercial development that occurs would be required to use a private hauler for solid waste collection as the Solid Waste Department no longer services new commercial uses.

RECREATION
The study area is currently vacant, and there would be no impacts onto the Murfreesboro Parks and Recreation facilities upon the effective date of annexation. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees. If the property is zoned commercial and developed as a sports and entertainment facility, this would be a private commercial recreational facility and would not impact the City’s recreational facilities.
CITY SCHOOLS
The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is outside of the Erma Siegel School zone. If the study area is annexed, it would become part of this school’s zoned area. However, because this property is proposed to be zoned for commercial uses, no additional student population is anticipated.

BUILDING AND CODES
The property will come within the City’s jurisdiction for code enforcement immediately upon the effective date of annexation. The City’s Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City’s construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES
The property will come within the City’s jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City’s development regulations.

GEOGRAPHIC INFORMATION SYSTEMS
The property is within the area photographed and digitized as part of the City’s Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS
The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through NW Broad Street, which is a State Route. Modifications to the current access to NW Broad Street will require approval of the City Engineer and TDOT.

Any future public roadway facilities to serve the study area must be constructed to City standards.

REGIONAL TRAFFIC & TRANSPORTION
The Study Area is currently served by NW Broad Street as the major roadway facility. NW Broad Street intersects with Interstate 840 to the north and North Thompson Lane to the south. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates NW Broad Street to be operating at a Level of Service D in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that
NW Broad Street falls to undesirable level of service of F without the proposed improvements recommended in the 2040 MTP.

North Thompson Lane is the first major intersection to the south. This intersection is operating at a Level of Service E. Interstate 840 is the first major intersection to the north. This intersection is operating at a Level of Service D.

**SANITARY SEWER SERVICE**

With regard to sewer service, gravity sewer is not available to the property and will require a pump and forcemain for service. The pump station would be constructed at a location on the property that could be abandoned in the future by an off-site gravity sewer main extension. The proposed forcemain can be manifolded into one of the existing 14” or 18” sewer forcemains on the property, within an easement and parallel to NW Broad Street. This pump station and forcemain would be installed by the Developer with the construction of the project and turned over to MWRD for Operations & Maintenance.

Any water, repurified water and sanitary sewer mains referenced herein are shown on our GIS maps found on the City’s website. All on-site water and sewer main line extensions are the financial responsibility of the Developer and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.
**WATER SERVICE**

The study area is partially located within Consolidated Utility District of Rutherford County’s (CUD) service area and partially within the City of Murfreesboro Water Resources Department’s (MWRD) service area. The southern/eastern parcel is within MWRD’s service area, and the northern/western parcel is with CUD’s service area. There is a 16” water main, owned and operated by MWRD parallel to NW Broad Street for the full frontage of the properties.

If any portion of the study area is to be served by CUD, a complete “Water Service Availability Form” is to be submitted along with a master and preliminary plan to CUD for a feasibility study and to obtain a CUD Will Serve Letter. CUDRC has no existing water main along NW Broad Street (US-41) along the frontage to serve the annexed areas.

CUD has stated that they do not see any issues with relinquishing their service area over the property to MWRD to serve, however, this hasn’t been approved by either advisory Board to date. A request by the Developer must be presented to each Board for approval.

**Repurified Water Service**

With regard to repurified water service, there is a 24” main located parallel to the southern/eastern property line of the southern/eastern property. This water is required to be used for irrigation purposes.
FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency first responder and fire protection services to the study area immediately upon the effective date of annexation. For future development of the property, the required fire protection will be installed with development, so that ISO Class 1 Fire protection can be provided, and First Responder service will be enhanced.

Currently the study area is located 3.0 roadway miles from Fire Station #7 (North Thompson Lane). The blue line on the adjacent map represents the linear distance range from the nearest fire station.
FLOODWAY

A portion of the study area is located within the floodway and 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The floodway and floodplain are related to the West Fork of the Stones River, located on the study area along the northeast property line, and as depicted on the adjacent map. The floodway boundary location is depicted in the blue color and the 100-year floodplain boundary is the purple color.
**DRAINAGE**

**Public Drainage System**
Public drainage facilities available in the study area are within the right-of-way (ROW) of NW Broad Street. Modifications of the drainage discharge to the ROW of NW Broad Street must be approved by the City Engineer and TDOT. This drainage system is the responsibility of TDOT for routine maintenance. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

**Regional Drainage Conditions**
A review of the regional drainage patterns indicates most of the study area drains to the West Fork of the Stones River. A portion of this property is located within the 100-year flood plain.

**Stormwater Management and Utility Fees**
Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The area being considered for annexation is undeveloped and will not generate any revenue for the Stormwater Utility Fee in its current state.

The Study Area has a proposed zoning of Commercial Highway-Gateway Design Overlay -1 (CH/GDO-1) and is the proposed location for Legacy Sports Park. Based on this development scenario, it is anticipated that the site will generate approximately $30,000 in additional revenue per year into the Stormwater Utility Fund upon full build out.
PROPERTY AND DEVELOPMENT

New development on the property must meet overall City of Murfreesboro Stormwater Quality requirements and TDOT requirements if stormwater is diverted to NW Broad Street. Impacts on adjacent properties should also be considered in future development plans to ensure no net impact.

NW Broad Street is on the City’s Major Transportation Plan. Improvements to ROW and easement dedication for NW Broad should be incorporated into the development plans. Additional roadway connections to the site should be considered with development.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.
RESOLUTION 22-R-A-02 to annex approximately 258.8 acres located along Northwest Broad Street (Tax Map 70, Parcel 7.02 and Tax Map 70, Parcel 7.03), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Hord Family, applicant (2021-516).

WHEREAS, the Owner(s) of the territory identified on the attached map as the “Area Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a Plan of Services for such territory was adopted by Resolution 22-R-PS-02 on April 7, 2022; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on February 2, 2022 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, Ordinance 22-OZ-02, the public welfare and the welfare of the City requiring it.

Passed: _________________________ _______________________________ Shane McFarland, Mayor

ATTEST: _________________________ _______________________________

Jennifer Brown Adam F. Tucker
City Recorder City Attorney

SEAL
4.b. Zoning application [2021-433] for approximately 258.81 acres located along Northwest Broad Street to be zoned CH and GDO-1 simultaneous with annexation, SEC, Inc. on behalf of Legacy Sports Tennessee applicant.

The subject property is a total of 258.81 acres located along the east side of Northwest Broad Street and southeast of I-840. The property is vacant farmland and is proposed to be zoned Commercial Highway and Gateway Design Overlay-1 (CH and GDO-1) Districts. The purpose of this zoning is to allow for the development of a multi-use sports and entertainment complex, the Legacy Sports Tennessee facility, that will include indoor and outdoor athletic facilities for recreational and professional sports as well as related retail, commercial, medical, and hospitality uses. The purpose of the GDO-1 district is to ensure high quality design and site planning for the property and to help regulate the uses that can be established.

The current property owners, Hord Family, submitted petitions for annexation of the 258+ acres simultaneous with this zoning request. The property tax map numbers are:

- Tax Map 70, Parcel 7.02 (91.4 acres)
- Tax Map 70, Parcel 7.03 (167.41 acres)

**Adjacent Zoning and Land Uses**

The subject property is contiguous to the City limits along the northeastern property line and along Northwest Broad Street. The adjacent properties located to the north, northwest, west, and south are in the unincorporated portion of Rutherford County and are zoned RM (Residential Medium Density) and across Northwest Broad to the west are HI (Heavy Industrial), CG (Commercial General), and RM. The properties to the northeast and further east are zoned RS-15 (Single-Family Residential District 15). The RS-15 properties are located within the Riverbend Subdivision and Oakleigh Subdivision. The Murfreesboro wastewater treatment plant is located northeast of the subject property and is also zoned RS-15.

**Future Land Use Map**

The Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM) (excerpt below) indicates that “Urban Commercial / Mixed Use” (UC) is the most appropriate land use character for the subject property. Allowed uses in the UC character include the following: “intensive urban character with a multiplicity of uses, including multi-family
residential, entertainment, restaurants, department stores and other retail, general and professional offices, and hotels.”

In addition, the comprehensive plan identifies several different sub-development types for this land use character. One sub-development type is the “Mixed-Use Lifestyle Center” which “promotes pedestrian-oriented mixed-use centers with integrated, complementary uses; with convention/assembly and/or parks and public spaces that draw visitors from surrounding neighborhoods and communities within the region.” Another sub-development type is the “Mixed-Use Corridor”, which “allows 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.”

It is staff’s opinion that the proposed zoning request is consistent with the UC land use character.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)
**Recommendation:**

Staff supports the zoning request to CH and GDO-1 for the following reasons:

1) CH and GDO-1 zoning are consistent with the Future Land Use Map’s recommended land use character designation of Urban Commercial / Mixed Use.

2) GDO-1 zoning is intended to ensure high quality design and site planning for the property and to help regulate the uses that can be established.

**Action needed**

The Planning Commission will need to conduct a public hearing on this zoning request, after which it will need to discuss the matter and then formulate a recommendation for the City Council.
Zoning Request for Property located along Northwest Broad Street CH and GDO-1 Simultaneous with Annexation
Zoning Request for Property located along Northwest Broad Street
CH and GDO-1 Simultaneous with Annexation
Zoning & Rezoning Applications – other than rezoning to planned unit development $700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended $950.00

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:
1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).
For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:
APPLICANT: SEC, Inc c/o Matt Taylor
Address: 850 Middle TN Blvd City/State/Zip: Murfreesboro, TN 37129
Phone: 615-890-7901 E-mail address: mtaylor@sec-civil.com

PROPERTY OWNER: Hord Family
Street Address or property description: along NW Broad St
and/or Tax map #: 70 Group: Parcel (s): 7.02 & 7.03
Existing zoning classification: RM (county)
Proposed zoning classification: CH w/ GDO-1 Acreage: 258.81

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901
E-mail: mtaylor@sec-civil.com

APPLICANT’S SIGNATURE (required):
DATE: 12-9-2021

*****For Office Use Only**************************************************************************
Date received: MPC YR.: MPC #: Amount paid: Receipt #:
1. **Call to order.**

Chair Kathy Jones called the meeting to order.

2. **Determination of a quorum.**

Chair Kathy Jones determined that a quorum was present.

3. **Approve minutes of the January 19, 2022, Planning Commission meeting.**

Vice-Chairman Ken Halliburton moved to approve the Minutes of the January 19, 2022 Planning Commission meeting; the motion was seconded by Mr. Warren Russell and carried by the following vote:

**Aye:** Kathy Jones  
Ken Halliburton  
Rick LaLance  
Warren Russell  
Chase Salas  
Shawn Wright  

**Nay:** None.
Warren Russell  
Chase Salas  
Shawn Wright  
Nay: None.

Zoning application [2021-433] for approximately 258.8 acres located along Northwest Broad Street to be zoned CH and GDO-1 simultaneous with annexation, SEC, Inc. on behalf of Legacy Sports Tennessee applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. Mr. Bricke Murfree, 1011 Glasgow Drive & and future homeowner at 2227 Shannon Drive - is in favor of the request.

2. Dr. Steven Thomas, 3511 Oakleigha Cove- expressed concerns regarding noise.

Chair Kathy Jones closed the public hearing.

Mr. David Ives addressed concerns regarding violations and enforcement of the City’s noise ordinance.

Mr. Matt Taylor (design engineer), Mr. Chad Miller (applicant), Mr. Mike Kuntz (architect), Mr. Rich Riebeling and Mr. Russell Riebeling (developer’s representatives) were in attendance representing the application. Mr. Taylor explained how they intend to mitigate noise from the proposed facility. Continuing, Mr. Taylor also addressed concerns regarding flooding.

Mr. Rick LaLance requested for the applicant to save as many mature trees as possible on this property.
There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye:  Kathy Jones  
      Ken Halliburton  
      Rick LaLance  
      Warren Russell  
      Chase Salas  
      Shawn Wright  

Nay:  None.

5. Staff Reports and Other Business:

Mandatory Referral [2021-734] for the abandonment of a sanitary sewer easement located on property along East Northfield Boulevard and Pitts Lane, Huddleston-Steele Engineering, Inc. on behalf of Hassan Eslami applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Smyth stated Planning Staff recommends that the Planning Commission vote to recommend approval of the request to City Council subject to the following conditions:

1. The new sanitary sewer easement shall be recorded prior to or simultaneous with the abandonment of the existing easement.

2. The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument of abandonment. This instrument will be subject to final review and approval of the City Legal Department.
ORDINANCE 22-OZ-02 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 258.8 acres located along Northwest Broad Street to Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District simultaneous with annexation; SEC, Inc. on behalf of Legacy Sports Tennessee, applicant(s) [2021-433].

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 Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading
2nd reading

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

Adam F. Tucker
City Attorney

SEAL
AREA ZONED CH AND GDO-1 SIMULTANEOUS WITH ANNEXATION

CITY LIMITS

ORDINANCE 22-OZ-02
Item Title: Correcting the Zoning Boundary for the Oakland Court PRD

Department: Planning

Presented by: Greg McKnight, Planning Director

Requested Council Action:

- Ordinance ☒
- Resolution ☐
- Motion ☐
- Direction ☐
- Information ☐

Summary

Correct the zoning boundary for the Oakland Court PRD located along North Academy Street.

Staff Recommendation

Approve the request to correct the zoning boundary, by passing Ordinance 22-OZ-05.

It is anticipated that the Planning Commission will recommend approval of this correction at its April 6, 2022 regular meeting. If the Planning Commission does not recommend approval, then this item will be removed from the Council agenda.

Background Information

The Murfreesboro Housing Authority (MHA) presented a zoning application in 2019 [2019-423] to rezone approximately 20 acres along North Academy Street and several other adjacent streets to PRD (Planned Residential District). Council approved the zoning request on second and final reading on October 3, 2019.

Recently, Staff has determined that there was an error on the map prepared for the rezoning, including on the map attached to the effective ordinance approved by Council. The map followed the zoning boundary that was in effect at the time instead of the parcel boundary and inadvertently showed part of the Oaklands Mansion parcel as being included in MHA’s zoning change request. After consultation with Legal, it was determined that the best course of action was to bring this item back to Council for a vote to correct this clerical error. If approved by Council, the zoning shown on the City’s zoning map for the portion of the Oaklands Mansion parcel in question will revert back to RD (Residential Duplex District), consistent with how it was depicted on the zoning map in 2019 before the Oakland Court rezoning.

Council Priorities Served

Establish Strong City Brand

Correcting this clerical error demonstrates the City’s commitment to accuracy.

Attachments:
1. Ordinance 19-OZ-33
2. Map showing zoning boundary correction
3. Ordinance 22-OZ-05
ORDINANCE 19-OZ-33 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 20 acres along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive from Duplex Residential (R-D) District to Planned Residential Development (PRD) District (Oakland Court PRD); Murfreesboro Housing Authority, applicant [2019-423].

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

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

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

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

Passed:  
1st reading September 19, 2019  
2nd reading October 3, 2019

Shane McFarland, Mayor

ATTEST:  
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:  
Adam F. Tucker  
City Attorney
Area Zoned PRD
Area rezoned from RD to PRD (Oakland Court PRD) in 2019

Area zoned RD inadvertently depicted on Oakland Court PRD rezoning map

Zoning map correction for property zoned RD inadvertently included in the rezoning area on the Oakland Court PRD rezoning map
Area zoned
PRD
NORTH ACADEMY STREET
NORTH SPRING STREET
ROBERT STREET
EAST LOKEY AVENUE
EAST HEMBREE STREET
RD
PRD
RD
CM
OG-R
CM-R
RM-16
RD
RM-12
RD
P

Ordinance 22-OZ-05
ORDINANCE 22-OZ-05 amending Ordinance 19-OZ-33 to correct the zoning boundary for the Oakland Court PRD along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive, Planning Staff, applicant [2019-423].

WHEREAS, Murfreesboro Housing Authority (MHA) presented a zoning application in 2019 [2019-423] to rezone approximately 20 acres along North Academy Street and several other adjacent streets from Duplex Residential (R-D) District to Planned Residential Development (PRD) District; and

WHEREAS, the Murfreesboro City Council approved the zoning request via Ordinance 19-OZ-33 on second and final reading on October 3, 2019; and,

WHEREAS, Planning Staff recently discovered that the map prepared for the rezoning and attached to Ordinance 19-OZ-33, had been drawn incorrectly so that it followed the zoning boundary that was in effect at the time instead of the parcel boundary and inadvertently showed part of the Oaklands Mansion parcel as being included in MHA’s zoning change request; and,

WHEREAS, Planning Staff requests an amendment of Ordinance 19-OZ-33 to correct this scrivener’s error, wherein the zoning shown on the City’s zoning map for the portion of the Oaklands Mansion parcel in question will revert back to Residential Duplex (R-D) District, consistent with how it was depicted on the zoning map in 2019 before the Oakland Court rezoning.

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) and Residential Duplex (R-D) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.
SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading
2nd reading

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

Adam F. Tucker
City Attorney
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Planning Commission Recommendation
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance □
- Resolution ☒
- Motion □
- Direction □
- Information □

Summary
Scheduling matter previously heard by the Planning Commission for a public hearing before Council.

Staff Recommendation
Schedule public hearing for the item below on May 5, 2022.

Background Information
During its regular meeting on March 2, 2022, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission voted to defer action. It was then discussed further at the March 16, 2022 regular meeting, at which time the Planning Commission voted to recommend its approval to Council.

a. Proposed amendment to the Zoning Ordinance [2022-801] pertaining to the following:
   - Section 2: Interpretation and Definitions;
   - Section 18: Regulations of General Applicability;
   - Section 25: Temporary and Accessory Structures and Uses;
   - Section 34: Floodplain Zoning; and
   - Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes),

City of Murfreesboro Planning Department applicant.

Fiscal Impact
Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Overall Creek FEMA LOMR Supplemental Services
Department: Development Services
Presented by: Sam A. Huddleston, PE, Executive Director

Requested Council Action:
- Ordinance □
- Resolution □
- Motion ☒
- Direction □
- Information □

Summary
Proposal for supplemental services for FEMA Letter of Map Revision for Overall Creek at Manson Pike.

Staff Recommendation
Approve the Agreement with Neel-Schaffer.

Background Information
The City contracted with Neel-Schaffer in 2020 to study and update the floodplain mapping of Overall Creek at Manson Pike. During the process, Neel-Schaffer discovered several deficiencies in the data and models used for floodplain mapping in this area. Additionally, during review of the Letter of Map Revision (LOMR), FEMA requested additional information and analysis to mitigate potential flood elevation increases and correct the flood model for this location. Neel-Schaffer has provided a supplement services and budget to respond to the previous deficiencies and additional information requested by FEMA.

Council Priorities Served
- Improve economic development

This project will help the City maintain compliance with the National Flood Insurance Program which makes flood insurance available to citizens and businesses.
- Maintain public safety

Accurate flood maps provide data for proper placement of new developments to reduce risks of future flood damage.

Fiscal Impact
The supplemental services are proposed for $51,500 for an amended total of $93,045 which will be funded from the Stormwater Utility Fund reimbursement of the General Fund.

Attachments
Neel-Schaffer Supplemental Services Proposal
February 28, 2022

Mr. Sam Huddleston, P.E.
City of Murfreesboro
Executive Director of Development Services / Floodplain Administrator
111 West Vine Street
Murfreesboro, Tennessee 37130-1139

Re: CONTRACT SUPPLEMENT REQUEST
Overall Creek FEMA MT-2 / Letter of Map Revision

Dear Mr. Huddleston:

Neel-Schaffer, Inc. (NSI) had the privilege of performing Professional Engineering Services related to preparation of MT-2 application for Overall Creek under a prior agreement executed May 22, 2020. The following Scope of Work was performed by NSI under the original contract:

**ORIGINAL Scope of Work**

1. Order effective hydraulic model and LOMR model(s) from the FEMA Project Library.
2. Add surveyed site geometry (provided by others) to the effective hydraulic models(s) to produce corrected effective models. This information includes:
   3. Cross-sectional geometry for as-built site grading/building pads associated with Vantage Murfreesboro Apartments.
   4. Cross-sectional geometry for as-built site grading/building pads associated with Panther Creek Parc Apartments.
   5. Bridge, roadway, and channel geometry for as-built Manson Pike crossing at Overall Creek.
   6. Cross-sectional geometry for Overall Creek channel and overbanks, needed to define the updated floodplain and floodway boundaries through the revision reach.
   7. Bridge, roadway, and channel geometry for as-built Puckett Creek Xing bridge.
   8. Cross-sectional geometry for Puckett Creek channel and overbanks.
   9. Execute the corrected effective floodplain model and calibrate/troubleshoot the model as necessary.
10. Compare results to data in the published Flood Insurance Study.
11. Resolve City comments.
12. Prepare final MT-2 / Letter of Map Revision (LOMR) package and submit to City and FEMA (Online LOMC submittal is recommended).
13. Resolve FEMA’s review comments, as necessary, and resubmit the application package.
14. Assist in developing the public notice for the LOMR.
15. Attend public meeting and/or City of Murfreesboro Council and/or Water Resources Board meeting(s) to present the LOMR to City leaders and the public and to address any questions/concerns.

**ORIGINAL Professional Fee**

The above Scope of Work was completed for a fee of $41,545.00.

**SUPPLEMENTAL Scope of Work (Additional Services)**

Through the course of the project, additional services above the Original Scope of Work were required. The additional services were required due to the following unforeseen factors:

- The original contract was intended to update both Overall Creek and Puckett Creek, while also rectifying the floodway delineations to be away from apartment buildings. The hydraulic computer model supplied by FEMA and required for use on this project contained incorrect information, as well as had missing bridge information. These situations have been described in detail in a previously provided letter dated January 22, 2021. Neel-Schaffer attempted to utilize other available information and coordinated with surveyors to provide the missing information to fill in the “gaps” in the FEMA study/model. This required extensive research and coordination that was not originally known or anticipated. Ultimately, due to the extent of the discrepancies/errors in hydrology and bridge data, it was decided, upon coordinating with you, that Puckett Creek should be restudied in detail and revised as part of a separate Map Revision/MT-2 application. At your request, Neel-Schaffer developed a detailed technical letter (January 22, 2021) that can be used to communicate the hydrology and bridge discrepancies to FEMA during the future Map Revision.

- Upon submittal of the MT-2 application to FEMA, we received comments requiring us to create separate simulations for both pre- and post-development for each of the two apartment complexes straddling the creek just upstream of the Manson Pike bridge. The original scope of work assumed that only one scenario would be included for current conditions. These four extra modeling scenarios, each with separate geometry/cross-sections, required significant effort that was not included in the original scope of work.

Because time was of the essence, in an effort to submit the MT-2 application package for Overall Creek to FEMA with no delays, we continued work even though the original scope and budget were exceeded. After the resubmittal of the MT-2 application (following work performed for the additional services listed above), we had exceeded the original budget by approximately $36,507.
As you know, FEMA is requiring the City to mitigate the impacts of the encroachments into the floodway. In order to analyze mitigation options and provide grading, etc. details to the property owners, we will need a contract supplement to cover the overage described above, as well as to provide enough budget to determine necessary grading, etc. to satisfy FEMA. We estimate that in addition to the previous overage, we will need another $15,000 to complete the work (conceptual/preliminary grading plan only – not full construction plans). It is assumed that another engineering firm will develop full construction plans.

**SUPPLEMENTAL Professional Fee (Additional Services)**

Neel-Schaffer, Inc. (NSI) respectfully requests a supplement to the original professional fee in the amount of $51,500.00. Therefore, the total engineering fees for this project are as follows:

- **$41,545.00** – Original Contract Amount (executed on 05/22/2020)
- **$51,500.00** – Proposed Supplement Amount based on Additional Services Described Above

**Total Contract Amount = $93,045.00.**

Professional fees are to be payable to NSI with a term of net 30 days. Services will be billed hourly based on the rate schedule in Exhibit A. Detailed billing with descriptions of all time charged to your project is available upon request.

**Schedule**

The services listed above in the Supplemental Scope of Work Section will be completed within three calendar weeks from Notice to Proceed.

**Limitations**

See Standard Terms and Conditions presented in Exhibit B.

This Contract covers the services listed above in the Supplemental Scope of Work section, along with the associated cost listed in the Supplemental Professional Fee section, required to perform these professional services.

**Authorization**

If the terms of this proposal are acceptable, please authorize on the following page and return a signed original or faxed/emailed copy of this proposal to NSI to authorize us to continue work and invoice the City for the additional services previously performed. Should you have any questions and/or comments, please do not hesitate to call.

As always, thank you for this opportunity to serve the City of Murfreesboro. Please let me know if you have any questions or would like to discuss this supplemental agreement in any way.
CONTRACT SUPPLEMENT REQUEST
Overall Creek FEMA MT-2 / Letter of Map Revision
February 28, 2022
Page 4 of 4

_________________________          Date: 02/28/2022
Michael Phillips, P.E., CFM, Senior Project Manager
Neel-Schaffer, Inc.
(615) 383-8420

Authorized By:

_________________________
Shane McFarland, Mayor
City of Murfreesboro

APPROVED AS TO FORM:

_________________________
Adam Tucker, City Attorney
City of Murfreesboro
# Exhibit A
**NEEL-SCHAFER, INC.**

## 2020 RATE SCHEDULE FOR PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-7, P-8, P-9</td>
<td>Officer, Senior or Engineer Manager/Professional IV/Survey Manager</td>
<td>$198.00</td>
</tr>
<tr>
<td>P-6</td>
<td>Senior Project Manager/Professional III</td>
<td>$180.00</td>
</tr>
<tr>
<td>P-5</td>
<td>Project Manager/Professional II</td>
<td>$145.00</td>
</tr>
<tr>
<td>P-4</td>
<td>Professional I</td>
<td>$130.00</td>
</tr>
<tr>
<td>P-1, P-2, P-3</td>
<td>Professional Intern</td>
<td>$110.00</td>
</tr>
<tr>
<td>T-6</td>
<td>Senior Certified Engineering Technician</td>
<td>$145.00</td>
</tr>
<tr>
<td>T-5</td>
<td>Certified Engineering Technician/Supervisory Technician</td>
<td>$125.00</td>
</tr>
<tr>
<td>T-4</td>
<td>Technician IV/ Inspector IV/ Surveyor IV</td>
<td>$110.00*</td>
</tr>
<tr>
<td>T-3</td>
<td>Technician III/Inspector III/Survey Crew Chief</td>
<td>$100.00*</td>
</tr>
<tr>
<td>T-2</td>
<td>Technician II/Inspector II/Survey Instrument Person</td>
<td>$85.00*</td>
</tr>
<tr>
<td>T-1</td>
<td>Technician I/Inspector I/Survey Assistant</td>
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</tr>
<tr>
<td>T-1</td>
<td>Student Intern</td>
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</tr>
<tr>
<td>A-4</td>
<td>Senior Administrative</td>
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</tr>
<tr>
<td>A-3</td>
<td>Senior Clerical</td>
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<td>A-2</td>
<td>Clerical</td>
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</tr>
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<td>A-1</td>
<td>Assistant Clerical</td>
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<tr>
<td></td>
<td>Three-Member Survey Party</td>
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<tr>
<td></td>
<td>Two-Member Survey Party</td>
<td>$157.00*</td>
</tr>
<tr>
<td></td>
<td>One-Member Survey Party</td>
<td>$120.00*</td>
</tr>
</tbody>
</table>

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client’s schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

“Professional” positions include engineer, architect, geologist, scientist, landscape architect, and planner.

“Technician” positions include engineering, soil, architecture, planning, GIS and information technology.

## REIMBURSABLE EXPENSE SCHEDULE

<table>
<thead>
<tr>
<th>EXPENSE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Mileage</td>
<td>$0.575/mile</td>
</tr>
<tr>
<td>Traffic Counter/Video Monitor</td>
<td>$10.00/day</td>
</tr>
</tbody>
</table>

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost. Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.
EXHIBIT B
GENERAL TERMS AND CONDITIONS
NO CONSTRUCTION ADMINISTRATION PROVIDED

1. Relationship between Engineer and Client. Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer’s services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. Responsibility of the Engineer. Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee, expressed or implied is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Design Without Construction Administration

It is understood and agreed that the Engineer’s Basic Services under this Agreement do not include project observation or review of the Contractor’s performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibilities for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees, and subconsultants (collectively the Engineer) against all damages, liabilities or costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

Where the Engineer does not provide Construction Administration Services under this Agreement but the Client nevertheless requests the Engineer to attend at the Place of the Work for any reason, the Engineer will not incur any liability to the Client for having attended at the Place of the Work unless the Client makes a specific request to the Engineer in writing stating why the Client has requested the Engineer’s attendance and the Engineer has agreed to attend for that sole purpose. In such event, the only responsibility of the Engineer will be to respond to the Client’s specific request provided such request falls within the mandate and competence of the Engineer.

3. Responsibility of the Client. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer’s services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Clients’ contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
4. Designation of Authorized Representatives. Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. Ownership of Documents. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall and remain the property of Engineer.

6. Reuse of Documents. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Client further acknowledges that any reports or studies prepared by Engineer are intended solely for the Client’s use and information, and the Client shall defend and indemnify Engineer from any liabilities arising out of other entities’ reliance on such reports or studies.

7. Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. Changes. Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

9. Delays. If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, the fee provided for in this Agreement shall be adjusted equitably.

10. Subcontracts. Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. Suspension of Services. Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. Termination. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. Notices. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. Indemnification. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Client.
EXHIBIT B
GENERAL TERMS AND CONDITIONS
NO CONSTRUCTION ADMINISTRATION PROVIDED

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Engineer’s indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, “Risk Allocation” of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer’s scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

15. Legal Proceedings. In the event Engineer’s employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. Insurance. Engineer agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of Engineer’s work hereunder:
(a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
(c) Worker’s Compensation insurance with limits as required by statute and Employer’s Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
(d) Professional Liability insurance covering Engineer’s negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

Engineer shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Engineer’s work and annually upon renewal of coverage. Engineer shall cause Client to be named as an additional insured on Engineer’s commercial general liability policy, which shall be primary and noncontributory.

18. Information Provided by the Client. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. Subsurface Conditions and Utilities. Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer’s subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also
recognizes that actual environmental, geological and
technical conditions that Engineer properly
inferred to exist between sampling points may differ
significantly from those that actually exist.

Engineer will locate utilities which will affect
the project from information provided by the Client and
utility companies and from Engineer's surveys. In
that these utility locations are based, at least in part,
on information from others, Engineer cannot and
does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials
are known, assumed or suspected to exist at a project
site, Engineer is required to take appropriate
precautions to protect the health and safety of his
personnel, to comply with the applicable laws and
regulations and to follow procedures deemed
prudent to minimize physical risks to employees and
the public. Client hereby warrants that, if he knows
or has any reason to assume or suspect that
hazardous materials may exist at the project site, he
will inform Engineer in writing prior to initiation of
services under this Agreement.

Hazardous materials may exist at a site where there
is no reason to believe they could or should be
present. Client agrees that the discovery of
unanticipated hazardous materials constitutes a
changed condition mandating a renegotiation of the
scope of work or termination of services. Engineer
goes to notify Client as soon as practically possible
should unanticipated hazardous materials or
suspected hazardous materials be encountered.
Client waives any claim against Engineer and agrees
to indemnify, defend and hold Engineer harmless
from any claim or liability for injury or loss arising
from Engineer's encountering unanticipated
hazardous materials or suspected hazardous
materials. Client also agrees to compensate Engineer
for any time spent and expenses incurred by
Engineer in defense of any such claim.

21. **Risk Allocation.** In light of the relative risks and
rewards of the parties, Client and Engineer have
allocated the risks such that the Client agrees to limit
Engineer's liability to the Client arising from this
Agreement such that the total aggregate liability of
the Engineer shall not exceed $50,000 or the
Engineer's total fee for the services rendered on this
project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes
and expects that a certain amount of imprecision and
incompleteness is to be expected in construction
contract documents; that contractors are expected to
furnish and perform work, materials and equipment
that may reasonably be inferred from the contract
documents or from the prevailing custom or trade
usage as being required to produce the intended
result whether or not specifically called for; and that
a certain amount of change orders are to be expected.
As long as Engineer provides services in a manner
consistent with that standard of care and skill
ordinarily exercised by members of the profession
currently practicing in the same locality under
similar conditions, client agrees not to make any
claim against Engineer for cost of these change
orders unless these costs become a significant part of
the construction contract amount. In no case will
Client make claim against Engineer for costs incurred if the change order work is a necessary part
of the Project for which Client would have incurred
cost if work had been included originally in the
contract documents unless Client can demonstrate
that such costs were higher through issuance of the
change order than they would have been if originally
included in the contract documents in which case
any claim of Client against Engineer will be limited
to the cost increase and not the entire cost of the
change order.

23. **Payment.** Engineer shall submit monthly invoices,
or invoice submittal will be as noted in the
agreement, to the Client. Payment in full shall be
due upon receipt of the invoice. Payment of any
invoices by the Client shall be taken to mean that the
Client is satisfied with the Engineer’s services to the
date of the payment and is not aware of any
deficiencies in those services. If payments are
delinquent after 30 days from invoice date, the
Client agrees to pay interest on the unpaid balance at
the rate of one percent (1%) per month. Payment will
be credited first to any interest owed then to
principal. If the Client fails to make payments, the
Engineer, after giving seven (7) days written notice
to the Client, may suspend services until the Client
has paid in full all amounts due for services,
expenses, and other related charges, without
recourse to the Client for loss or damage caused by
such suspension. The Client further waives any and
all claims against the Engineer for any such
suspension. Payment for Engineer's services is not
contingent on any factor, except the Engineer’s
ability to provide services in a manner consistent
with that standard of care and skill ordinarily
exercised by members of the profession currently
practicing in the same locality under similar
conditions. Payment of invoices shall not be subject
to any discounts, set-offs or back-charges unless
agreed to in writing by both parties. If the Client
contests an invoice, the Client may withhold only
that portion so contested and pay the undisputed
portion, after the Client has notified the Engineer in
writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney’s fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state or jurisdiction in which the Project is located.

28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor’s individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client’s schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer’s control.

30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

31. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

34. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Engineer the following information relative to the Project Client: Project Client’s full legal name; Project Client’s physical address; Project Client’s mailing address; and the name, physical address and mailing address of the Client’s point of contact with the Client for the Project.

35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained
in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.

36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Contract for Siegel Indoor Training Facility Netting and Padding
Department: Parks and Recreation
Presented by: Nate Williams, Director

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Contract for Netting and Padding at Siegel Soccer Indoor Training Facility.

Staff Recommendation
Approve contract with Grand Slam Safety, pending Legal approval.

Background Information
The Siegel Indoor Training Facility is scheduled to be completed in early summer. The manufacturer of the facility recommended that Grand Slam Safety provide netting and padding to make the facility safe, including padding for interior walls, exposed columns, and footers. After collaboration with the Purchasing Department, staff has determined that a direct purchase through the National Cooperative Purchasing Alliance (NCPA) would yield the best value for the City and allow this work to be completed jointly with the facility’s structural completion. NCPA is a cooperative purchasing organization approved by Council per Resolution 15-R-22.

Council Priorities Served
- Responsible budgeting
  Purchasing through the National Cooperative Purchasing Alliance allows for a substantial price reduction from the MSRP price.
- Maintain public safety
  Perimeter netting and padding is essential to ensuring participants and spectators are safe while utilizing the Siegel Indoor Training Facility.

Fiscal Impact
The project cost, $164,500, is funded by the FY21 Capital Budget.

Attachment
- Grand Slam Safety Contract
Agreement for Mesh Curtain Systems and Column Padding for the Richard Siegel Soccer Complex  
For Murfreesboro Parks & Recreation Department

This Agreement is entered into and effective as of the ____ day of ___________ 20___, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Grand Slam Safety, LLC., a limited liability company of the State of New York (“Contractor”).

This Agreement consists of the following documents:

- This document
- National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16 (all relevant documents)
- Contractor’s Quote No. GSS2022148R1 dated March 15, 2022
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- National Cooperative Purchasing Alliance Contract No. 08-16 (all relevant documents)
- Lastly, the Contractor’s Quote No. GSS2022148R1 dated March 15, 2022

1. Duties and Responsibilities of Contractor.
   a. Contractor agrees to provide, and City agrees to purchase the equipment and services set forth on Contractor’s Quote dated March 15, 2022, from Contractor’s National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16, in accordance with Contractor’s Quote.
   b. Contractor must complete installation of mesh curtain systems and column padding by, but no later than, 90 days from the Effective Date of this contract. Installation must be completed per direction of Thomas Laird at the designated park location within Murfreesboro, TN.
   c. Installation Addresses: Murfreesboro Parks & Recreation Department  
       Richard Siegel Soccer Complex, 515 Cherry Lane,  
       Murfreesboro, TN 37129
   d. Contractor must contact Thomas Laird 3-5 business days before initiating the installation of mesh curtain systems and column padding.  
       Email: tlaird@murfreesborotn.gov  
       Phone: 615-642-3725
   e. Contractor shall remove all trash and excess materials from site.
   f. Contractor shall provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
   g. Contractor shall provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
   h. Contractor shall maintain sole responsibly for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is affected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the
various Work assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.

i. Contractor shall keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and Contractor will properly disposal of all surplus or waste materials upon completion of the Work. Comply with any additional Contractor duties and responsibilities as specified in the Supplementary Conditions, if attached hereto.

2. Term. Contractor's performance may be terminated in whole or in part:

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

3. Price; Compensation; Method of Payment.

   a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor’s Quote dated March 15, 2022, which reflects a total purchase price of $164,500.00 (One Hundred Sixty-Four Thousand Five Hundred Dollars). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay 20% of purchase price upon order, 50% of purchase price upon approved submittals, and 30% of purchase price 30 days post installation. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be emailed to accounts payable@murfreesborotn.gov.
   b. Deliveries and installation of all items shall be made within 150 calendar days of order at the 515 Cherry Lane, Murfreesboro, TN. Contact Thomas Laird (phone: 615-642-3725; email: tlaird@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
   c. Deliveries of all items shall be made as stated in the Contractor’s Quote dated March 15, 2022. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The City will exercise reasonable judgment in expectations of delivery due to current supply chain issues. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
   d. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Contractor’s Quote dated March 15, 2022, from Contractor’s National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16.
   e. All deliveries made pursuant to the Agreement 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 purchase price.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in by the manufacturer and Contractor’s Quote dated March 15, 2022, from National Cooperative Purchasing Alliance (NCPA) Contract No. 08-16.

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

6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City’s property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. **Indemnification.**
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
   b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
   c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
      i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
      ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
         1. Procure for the City the right to continue using the products or services.
         2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

   If to the City of Murfreesboro:                      If to the Contractor:
   
   City Manager                                           Grand Slam Safety, LLC
   City of Murfreesboro                                    Sam Lyndaker, Sales Representative
   111 West Vine Street                                   9793 Bridge Street
   Murfreesboro, TN 37130                                 PO Box 35
   
   Crogan, NY 13327                                      sam@grandslamsafety.com

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

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

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

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

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

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

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

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

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

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

20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of ______________, 20___ (the “Effective Date”).

**CITY OF MURFREESBORO, TENNESSEE**  
By: Shane McFarland, Mayor

**GRAND SLAM SAFETY, LLC**  
By: Bob Chamberlain, Chief Operating Officer

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Temporary Flow Monitoring Study Basin MF08

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Conduct temporary flow monitoring in Basin MF08 & MF12 to provide staff sanitary sewer available capacity information during dry and wet weather.

Staff Recommendation
Approval of the additional allowance to allow ADS to conduct study under their pre-existing Master Service Agreement (MSA).

Background Information
In conjunction with the proposal from CIA to study the eastern SPS along the proposed Cherry Lane, staff proposes to install temporary flow monitoring in Basins MF08 and MF12. This monitoring will be through our MSA with ADS, LLC.

The information from this monitoring will assist staff in determining if the NERPS design should continue or be abandoned, whether it is best to upsize the eastern most Sewer Pumping Station (SPS) along Cherry Ln to take sewer flows off Thompson LN and Sinking Creek Interceptor. The study will also determine if the sewer mains that serve General Mills and Butler Drive in MF12 are at capacity.

Staff performs temporary flow monitoring each year which is not typically brought to the Council for approval since staff stays within the approved annual budget amount. However, with the number of monitors needed this year to cover Basin MF08 and MF12, staff felt it necessary to request approval to exceed our FY22 budget.

Council Priorities Served

Responsible budgeting

This temporary flow monitoring study will aid in the comparison between the Cherry Ln and NERPS SPS designs and give staff the information necessary to be responsible in deciding which alternative is best for the sewer system coupled with Murfreesboro’s future growth.
**Fiscal Impact**

The approved annual operating budget for general sewer flow monitoring is $300K. The monthly expense for the permanent monitors is approximately $240K which leaves $60K for temporary flow monitoring and miscellaneous field investigations. The proposed temporary monitoring this year is anticipated to exceed the budgeted amount by $71,250.

**Attachments**

- ADS Flow Monitoring Costs
March 16, 2022

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

RE: Temporary Flow Monitoring 2022

Dear Valerie,

I have prepared for your authorization the pricing for a temporary study of the MF08 basin and General Mills sites. The estimate includes 19 flow monitoring locations and 1 rain gauge for 60 days and utilizes the established contract values for the current year. Since there is not a defined temporary rain gauge unit, I utilized a half unit for the meter rental, installation, and O&M.

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>Basin - MF08 60 Day Temporary Study (16 Locations/1 RG)</th>
<th>Qty</th>
<th>2021-2022 Price</th>
<th>2021-2022 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.0</td>
<td>Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1st 30 days*</td>
<td>495</td>
<td>$147.01</td>
<td>$72,769.95</td>
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<td>8.0</td>
<td>Collect, Confirmation, Analysis for days &gt;30</td>
<td>495</td>
<td>$76.22</td>
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<td>14.0</td>
<td>PM Consultation</td>
<td>4</td>
<td>$156.80</td>
<td>$627.20</td>
</tr>
</tbody>
</table>

*0.5 unit for additional rain gauge

Total $111,126.05

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>General Mills - 60 Day Temporary Study (3 Locations)</th>
<th>Qty</th>
<th>2021-2022 Price</th>
<th>2021-2022 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.0</td>
<td>Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1st 30 days</td>
<td>90</td>
<td>$147.01</td>
<td>$13,230.90</td>
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<tr>
<td>8.0</td>
<td>Collect, Confirmation, Analysis for days &gt;30</td>
<td>90</td>
<td>$76.22</td>
<td>$6,859.80</td>
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<td>14.0</td>
<td>PM Consultation</td>
<td>0</td>
<td>$156.80</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total $20,090.70

Temporary Flow Monitoring – 19 Locations/1RG for 60 days = $131,216.75

As always, we look forward to our continuing partnership with the City of Murfreesboro Water Resource Department. If you have any questions, please contact me at (678) 476-5399.

For MWRD: ____________________________
Signature: ____________________________
Printed Name/Title: ____________________
Date: _________________________________

For ADS LLC: ____________________________
Signature: ____________________________
Printed Name/Title: ____________________
Date: _________________________________

Best Regards,

Sarah Hembree
Sr. Project Manager
cc: Doug Flanagan, Luis Mijares
COUNCIL COMMUNICATION  
Meeting Date: 04/07/2022

Item Title: Resident Project Representative for Overall Creek Pump Station
Department: Water Resources
Presented by: Darren Gore

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
SSR Resident Project Representative (RPR) task order to perform construction inspections for the Overall Creek Pump Station (OCPS) Expansion.

Staff Recommendation
Approve SSR task order in the amount of $186,500.

Background Information
Staff received bids for the Overall Creek Pump Station (OCPS) Expansion on Tuesday February 8th. The low bidder it was recommended to award the project to Blakley Construction Services, LLC (BCS) in the base bid amount of $4,963,947.

Staff is requesting approval of a task order from SSR for RPR Services for the pump station construction. The Department has always relied on outside services for inspection of the construction of our large pump stations as well as inspections for upgrades to the WTP and WRRF. Our Engineering Inspectors do not have the expertise for inspections of Building Infrastructure.

This Task Order for RPR was requested in addition to their Engineering Task Order. Final costs will be determined based on actual time on the jobsite at the submitted unit rates for RPR.

Council Priorities Served
Expand infrastructure

This OCPS expansion will allow the western and southwestern areas of town to continue to develop and alleviate overflows at the pump station due to heavy rains.

Fiscal Impact
Staff earmarked $12.3m in the MWRD Working Capital Reserves for both the pump station and forcemain projects for FY22 through FY24. The cost of this assignment is $186,500.

Attachments
- SSR Task Order for RPR
Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data
   a. Effective Date of Task Order: March 24, 2022
   b. Owner: Murfreesboro Water Resources Department
   c. Engineer: Smith Seckman Reid
   d. Specific Project (title): Overall Creek Pump Station and Force Main Expansion
   e. Specific Project (description): The project includes the resident project representative services for expanding the existing Overall Creek Pump Station from 7.4 MGD peak pumping capacity (5 MGD rated capacity) to approximately 15.4 MGD peak pumping capacity (12.4 MGD rated capacity) by installing new variable speed pumps, constructing a new drywell substructure, constructing a new superstructure to house new electrical and new controls equipment, and new heating, ventilating and air conditioning equipment. The project also includes the design and construction administration for expanding the conveyance capacity of the existing Overall Creek force mains by installing approximately 17,000 linear feet of new 24-inch force main piping and valves from the pump station to the Water Resource Recovery Facility (WRRF) within the existing force mains permanent easement.

2. Services of Engineer
   A. Resident Project Representative (RPR) Services for Contract 1 (Pump Station Expansion) of the above referenced project. Services will be provided for an estimated average of 24 hours per week.

3. Exclusions
   A. Resident Project Representative (RPR) Services for Contract 2 (Force Main) of the above referenced project.

4. Owner's Responsibilities
   Owner shall have those responsibilities set forth in Section 3 of the Agreement.

5. Task Order Schedule
The parties shall meet the following schedule:

<table>
<thead>
<tr>
<th>Party</th>
<th>Action</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>Provide RPR services for 480 calendar days.</td>
<td>Within 0 days of the construction contract Notice to Proceed date.</td>
</tr>
</tbody>
</table>

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Amount</th>
<th>Basis of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Basic Services (Section 1 of Agreement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Resident Project Representative Services*</td>
<td>$186,500</td>
<td>Hourly Not to Exceed</td>
</tr>
<tr>
<td>(1.6.2.1; 1.6.2.2; 1.6.2.3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL COMPENSATION (lines 1.a)</td>
<td>$186,500</td>
<td></td>
</tr>
</tbody>
</table>

*Based on a 16-month (68-week) continuous construction period.

B. The terms of payment are set forth in Section 5 of the Agreement.

7. Attachments:

A. Exhibit A – Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.

8. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.
The Effective Date of this Task Order is March 24, 2022.

CITY OF MURFREESBORO:
By: ___________________________  By: ___________________________
Print Name: ___________________  Print Name: ___________________
Title: _________________________  Title: _______________________

SMITH SECKMAN REID:
By: ___________________________  By: ___________________________
Print Name: Andrew T. Johnson  Print Name: Brentley D. Fowler
Title: Principal  Title: Principal

APPROVED AS TO FORM:

_____________________________________
City of Murfreesboro Legal Department
This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services** dated August 6, 2002.

### Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

**A1.01 Resident Project Representative**

A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. **General:** RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. **Liaison**
   
   a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
   
   b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
   
   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer’s clarifications, interpretations, and decisions to Contractor.

7. **Shop Drawings and Samples**
   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. **Proposed Modifications:** Consider and evaluate Contractor’s suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit Engineer’s response (if any) to such suggestions to Contractor.

9. **Review of Work; Defective Work**
   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. **Inspections, Tests, and System Start-ups**
    a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner’s personnel, and that Contractor maintains adequate records thereof.
    c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
    d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
    e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. **Records**
    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the
Construction Contract, RFIs, Engineer’s clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor’s hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor’s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

a. Participate in Engineer’s visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer’s visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of Engineer’s authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Specific Project in whole or in part.
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

Item Title: Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 22-02

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- [ ] Ordinance
- [ ] Resolution
- [X] Motion
- [ ] Direction
- [ ] Information

Summary
Task Order for Water/Wastewater Mechanical/Electrical Services Contract to remove and replace ten actuators for the granular activated carbon contactors at the Stones River Drinking Water Treatment Plant.

Staff Recommendation
Approve Task Order 22-02 for Water/Wastewater Mechanical/Electrical Services Contract.

Background Information
Task Order 22-02 includes disconnection and removal of ten actuators, furnish and install ten new Beck actuators including electrical work, furnishing, and installing ten new NEMA1 disconnect switches, conduit, and extended wiring for ten actuators, and motor rotation check.

Council Priorities Served

- Responsible budgeting
MWRD is exercising responsible budgeting through utilization of existing contract.

- Maintain public safety
MWRD ensures that equipment is properly maintained to provide quality water to customers.

Fiscal Impact
The project cost is $103,965. The cost of this project will be allocated in the FY23 capital budget. $50,000 is in the FY22 capital budget.

Attachments

- JBS Task Order 22-02
TASK ORDER NO. 22-02

February 2, 2022

BETWEEN

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

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2021 thru June 6, 2022

FOR

GAC Actuator Replacement Project
Task Order No. 22-02

Murfreesboro WTP – GAC Actuator Replacement

BACKGROUND

JBS has been asked to provide a task order estimate for the replacement of the GAC actuators at the water treatment plant. Our scope includes disconnection and removal of ten (10) actuators. Furnish and install ten (10) new Beck actuators following submittal approval. Includes electrical work, which includes furnishing and installing ten (10) new NEMA1 disconnect switches, conduit and extended wiring for ten actuators, and motor rotation check.

Owner has agreed to provide a lift and tow motor for the project.

SCOPE OF WORK

Labor and materials by JBS to replace the GAC actuators as described above.
## FISCAL IMPACT

### Murfreesboro Water GAC Actuator Replacement

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty (hrs)</th>
<th>Rate</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Mgr (RT)</td>
<td>23</td>
<td>$85.00</td>
<td>$1,955.00</td>
</tr>
<tr>
<td>Project Mgr (OT)</td>
<td></td>
<td>$125.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sprinkler Fitter (RT)</td>
<td></td>
<td>$60.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sprinkler Fitter (OT)</td>
<td></td>
<td>$90.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Electrician (RT)</td>
<td>67</td>
<td>$66.00</td>
<td>$4,422.00</td>
</tr>
<tr>
<td>Electrician (OT)</td>
<td></td>
<td>$99.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Apprentice/Helper (RT)</td>
<td>67</td>
<td>$50.00</td>
<td>$3,350.00</td>
</tr>
<tr>
<td>Apprentice/Helper (OT)</td>
<td></td>
<td>$75.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Expediter/Delivery (RT)</td>
<td></td>
<td>$35.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Expediter/Delivery (OT)</td>
<td></td>
<td>$52.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Machine Shop Millwright (RT)</td>
<td>400</td>
<td>$78.00</td>
<td>$31,200.00</td>
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<tr>
<td>Machine Shop Millwright (OT)</td>
<td></td>
<td>$117.00</td>
<td>$0.00</td>
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</tbody>
</table>

### Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty (hrs)</th>
<th>Rate/HR</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welder</td>
<td></td>
<td>$16.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Power Threader</td>
<td></td>
<td>$12.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mini/Midi Hammer</td>
<td></td>
<td>$10.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Variable Reach Forklift</td>
<td></td>
<td>$28.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pickup Truck</td>
<td>311</td>
<td>$17.00</td>
<td>$5,287.00</td>
</tr>
<tr>
<td>Scissor Lift</td>
<td></td>
<td>$20.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Skid Steer</td>
<td></td>
<td>$26.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Boom Man Lift</td>
<td></td>
<td>$30.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Materials & Subcontractors

- Supply 10 ea Beck actuators 8 each 10" & 2 each 8" $47,870.00
- Miscellaneous supplies: Safety, bolts, washers, nuts, etc. $1,000.00
- Electrical Materials $3,630.00

### Markup on Material & Subcontractors

10.00% $5,250.00

**TOTAL QUOTE** $103,964.00
Contractor:

John Bouchard and Sons Company

By: David Y Proctor IV

Name: David Proctor
Title: Project Manager
Date: 2/2/22

City:

City of Murfreesboro

By: ____________________________

Name: Shane McFarland
Title: Mayor
Date: ____________________________

Approved as to Form:

_____________________________________  Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION  CITY NOTICE CONTACT INFORMATION

John Bouchard and Sons Company  Murfreesboro Water and Sewer Dept.

Mailing address 1024 Harrison St.  Mailing address 300 NW Broad St.

Nashville, TN 37203  Murfreesboro, TN 37130

Phone number 615-256-0112  Phone number 615-890-0862

Fax number 615-256-2427  Fax number 615-896-4259

Company Contact David Proctor  Company Contact Darren Gore

E-mail David.Proctor@jbouchard.com  E-mail dgore@murfreesborotn.gov
COUNCIL COMMUNICATION
Meeting Date: 04/07/2022

**Item Title:** Request for Sewer Variance: 285 N. Rutherford Blvd. Apts (NRB)

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

**Summary**

Requesting a sewer variance for the NRB apartment complex to allow additional units, while reducing the bedroom and occupant count by bifurcation of the existing 4-bedroom units into studio, 1 & 2 bedroom units.

**Staff Recommendation**

Approval of a variance for this NRB location within Sewer Flow Basin 10-4.

**Background Information**

Since 2020, the City and Staff has received requests to renovate two different apartment complexes that currently allow renting individual bedrooms instead of full apartment units as a whole. One is located at 2829 S. Rutherford Blvd (SRB) and the other is along 2315 N. Tennessee Blvd (NRB). The Capstone Real Estate Investment Group is in the middle of renovations to take these 3 & 4 bedroom units and split or bifurcate the units into a certain number of 1 & 2 bedroom units.

Water usage data used at the SRB apartments, which has 3 & 4 rent by the bedroom units, was compared with the Richland Falls apartments along Dill Lane, which only has 1 & 2 bedroom units and just a few 3 bedroom units that rent as a unit and do not rent by the bedroom. The comparison of the two complexes is tabulated below.

<table>
<thead>
<tr>
<th>Item</th>
<th>SRB (Rent by the Room complex)</th>
<th>Richland Falls and (1, 2-bedroom Unit complex)</th>
<th>% Increase or Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units</td>
<td>180</td>
<td>276</td>
<td>53.3%</td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td>648</td>
<td>488</td>
<td>-24.7%</td>
</tr>
<tr>
<td>Bedroom to Unit Ratio</td>
<td>3.60</td>
<td>1.77</td>
<td>-50.9%</td>
</tr>
<tr>
<td>Number of Kitchens</td>
<td>180</td>
<td>276</td>
<td>53.3%</td>
</tr>
<tr>
<td>Number of Bathrooms</td>
<td>384</td>
<td>466</td>
<td>21.4%</td>
</tr>
<tr>
<td>7/19 – 6/20 Sewage discharge (gal)</td>
<td>16,529,586</td>
<td>7,624,000</td>
<td>-53.9%</td>
</tr>
<tr>
<td>7/19 – 6/20 Sewage discharge per unit (gal)</td>
<td>91,831</td>
<td>27,623</td>
<td>-69.9%</td>
</tr>
</tbody>
</table>
The most noteworthy comparison is the decrease in sewer discharged in total and on a per room basis when the bedroom count decreases and units are no longer rented by the room. Please note that actual water usage data from a renovated apartment complex has not been made available to validate the comparisons; however, the reduction is so substantial on the two complexes evaluated, staff is confident there will be a reduction in discharge to the sewer in future bifurcation proposals.

The NRB apartments are owned by a different developer, but also has the rent by the bedroom units. The NRB, like the SRB location, is located within restricted Sewer Flow Basins 10-3 and 10-4. These Basins have been designated as only being able to develop at 2.5 single family units per acre (sfu/acre).

Per City Code an apartment unit is treated as one sfu regardless of bedroom count. Staff approved the bifurcation of the SRB complex in 2020 without bringing it to the Board due to it being a Planned Residential Development (PRD) with a zoning approval and land-use right to a maximum number of apartment units. The SRB complex bifurcation was not going to exceed they’re previously approved units in the PRD approved by the Planning Commission.

The NRB location does have a previously approved split of PRD and RM-16 for the property by Planning Commission; however, since the number of units will now exceed the previously approved maximum, staff believed it appropriate to request approval to allow this complex to bifurcate to more units but less beds in their remodeling of rent-by-the-room units to studio, 1 & 2 bedroom apartment rental units.

Given the anticipated reduction of sewer discharge in an already stressed portion of MWRD’s sewer collection system, staff supports this bifurcation within this restricted sewer flow basin. Please note that staff will stipulate as a requirement that all existing water fixtures within these units be disposed of, and that all new low flow fixtures be installed with the renovations.

**Council Priorities Served**

*Improve economic development*

A reduction in sewer flows to the Basin may ultimately allow a removal of the density restriction of 2.5 single family units/acre and re-encourage development within the Basin immediately adjacent to MTSU.

*Maintain public safety*

The renovations associated with these bifurcation projects will discontinue the practice of rent of the room and alleviate burdens from some other City departments.

**Fiscal Impact**

With the increase in the number of proposed units, the development will be required to pay additional sewer connection fees in the amount of $2,550/unit over and above the number of existing units.