

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
June 18, 2020

PRAYER

Vice Mayor Scales Harris

PLEDGE OF ALLEGIANCE

Consent Agenda

1. FY 20 Budget Amendments (Finance)
2. Amendments to PSAs for Tennis Instructors (Parks & Recreation)
3. Amendment to Grant Contract Between GNRC and City (Parks & Recreation)
4. Mandatory Referral for Abandonment of Water Line Easement along West Northfield Boulevard (Planning)
5. Contract Extension – Annual Firing Range Membership (Police)
6. Contract Approval for Vehicle Equipment Purchase (Police)
7. Contract Extension - Laundry and Dry-Cleaners Services (Police/MFRD)
8. Contract with TDOT for Improve Act Funds (Transportation)
9. Contract Amendment for System Supply and Support Agreement (Transportation)

Old Business

Land Use Matters

10. Ordinance 20-OZ-14: Rezone approximately 1.44 acres located at the northeast corner of North Rutherford Boulevard and Gold Valley Drive (2nd and final reading) (Planning)
11. Ordinance 20-OZ-13: Rezone approximately 30 acres located along North Thompson Lane, West College Street, West Northfield Boulevard, and Hope Way (2nd and final reading) (Planning)

New Business

Land Use Matters

12. Ordinance 20-OZ-17: Amend the Westlawn PUD on approximately 10.5 acres located along Veterans Parkway and Shores Road (Planning)
 - a. Public Hearing: Amend Westlawn PUD
 - b. Ordinance 20-OZ-17
13. Planning Commission Recommendations to Schedule Public Hearings (Planning)

On Motion

14. Council Consent for Employment of Kennedy Ryann Martin as Lifeguard (Parks & Recreation)
15. Approval of State Maintenance Contract for FY 2020-2021 (Street)

Licensing

Board & Commission Appointments

16. Reappointment to the Cable Television Commission (Administration)
17. Appointment to the Rutherford County Library Board (Administration)

18. Reappointments to the Board of Zoning Appeals (Administration)
19. Reappointments to the Historic Zoning Commission (Administration)
20. Reappointments to the Planning Commission (Administration)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 6/18/2020

Item Title: FY20 Budget Amendments

Department: Murfreesboro City Schools

Presented by: Gary Anderson

Requested Council Action:

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

Summary

Murfreesboro City Schools General Purpose, Extended School Program, Nutrition and Federal Programs FY20 Budget amendments approved by the Murfreesboro City School Board on June 9, 2020.

Staff Recommendation

Recommend approval of Resolution 20-R-11 to approve the amendments for the General Purpose, Federal Programs, Nutrition and Extended School Program fund for fiscal year 2020.

Background Information

Expected expenditure increases for the General Purpose fund in the amount of \$543,955 for Regular Instruction, Transportation and Regular Capital Outlay. The increases are due to growth, the purchase of two regular education school buses, one special education school bus and site development. The increases are offset by savings in Special Education, Other Student Support, Regular Instruction Support, Special Education Support, Board of Education, Support Services of Principal and Operation of Plant.

Extended School Program has expected increases of \$22,830 and will be offset with a decrease in salaries and wages.

School Nutrition has expected increases of \$229,199 and will be offset with a decrease in food supplies.

Federal Programs received an increase in funding for Title I, II, III, IV, Idea Part B and Idea PK and therefore have additional expenditures.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliancy with the State Department of Education, School Board and City Council policies and procedures.

Fiscal Impact

These amendments will have no effect on fund balance.

Attachments

Resolution 20-R-11 and Exhibits

RESOLUTION 20-R-11 amending the 2019-2020 Murfreesboro City Schools Budget (2nd Amendment).

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

WHEREAS, the City Council adopted Resolution 19-R-13 on June 12, 2019, to implement the 2019-2020 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2019-2020 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 2019-2020 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:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

FY 2020
BUDGET AMENDMENT SUMMARY

EXHIBIT A

Department	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund			
<u>Expenditures</u>			
Regular Instruction	46,318,759	46,539,549	220,790
Special Ed. Instruction	9,174,203	9,147,978	(26,225)
Other Student Support	2,728,311	2,667,036	(61,275)
Support Staff - Reg. Instruction	2,188,721	2,130,181	(58,540)
Support Staff - Special Ed. Inst.	1,834,730	1,793,880	(40,850)
Admin. Support - Board of Educ.	1,485,229	1,441,039	(44,190)
Support Services - Principal Office	4,726,631	4,663,756	(62,875)
Support Services - Oper. Of Plant	6,385,980	6,135,980	(250,000)
Support Services - Transportation	2,972,379	3,230,544	258,165
Regular Capital Outlay	1,440,500	1,505,500	65,000
CHANGE IN FUND BALANCE (CASH)	2,942,201	2,942,201	-
Extended School Program			
<u>Expenditures</u>			
Other Salaries & Wages	3,716,026	3,693,196	(22,830)
Other Charges	127,170	150,000	22,830
CHANGE IN FUND BALANCE (CASH)	(23,585)	(23,585)	-
Nutrition Fund			
<u>Expenditures</u>			
Food Supplies	2,920,324	2,791,125	(229,199)
Other Salaries & Wages	58,000	123,075	65,075
Communication	500	708	208
Dues & Memberships	-	5,102	5,102
Maintenance & Repairs	9,486	63,000	53,514
Travel	500	1,100	600
Uniforms	1,200	2,200	1,000
Other Supplies & Materials	7,500	55,000	47,500
In-service/Staff Development	20,000	24,000	4,000
Other Charges	5,000	9,200	4,200
Food Service Equipment	50,000	98,000	48,000
CHANGE IN FUND BALANCE (CASH)	(64,617)	(64,617)	-

2019-2020

ACCOUNT	ORIGINAL BUDGET	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Federal and State Funds</u>			
EXPENDITURES			
REGULAR INSTRUCTION (71100)	1,371,021	1,459,819	88,798
SPECIAL EDUCATION INSTRUCTION (71200)	935,975	958,363	22,388
STUDENT SUPPORT SERVICES-OTHER (72130)	20,006	68,211	48,205
STUDENT SUPPORT-REGULAR INST. (72210)	633,884	777,171	143,287
STUDENT SUPPORT-SPECIAL ED. INST. (72220)	616,829	720,345	103,517
INCREASE IN EXPENDITURES			<u>406,195</u>
REVENUES			
FEDERAL AND STATE FUNDS	3,577,714	3,983,909	<u>406,195</u>
INCREASE IN REVENUES			<u>406,195</u>
CHANGE IN USE OF FUND BALANCE (CASH)	-	-	-

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Temporary Extension of Professional Services Agreements
with Tennis Instructors

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Extension of Professional Services Agreements (PSAs) for the tennis instructors at Adams Tennis Complex.

Staff Recommendation

Approve the extension for the PSAs with six tennis instructors.

Background Information

The current PSAs with six independent tennis instructors, Courtney Collins Guentner, Scott Kathary, Bob Kresse, John Morris, Jon Mark Rowden and Phillip Treen, expire on June 30, 2020. The proposed amendment extends the existing agreements through July 31, 2020, allowing time for the Parks Department and the instructors to finalize new agreements that will go into effect on August 1, 2020 and expire on June 30, 2021.

Council Priorities Served

Establish strong City brand

The Adams Tennis Complex offers tennis lessons from professional tennis instructors for the enjoyment and health of the complex's patrons.

Fiscal Impacts

Tennis instructor expenses are covered in the Parks and Recreation FY21 operating budget.

Attachments:

1. Amendments to Tennis Instructor PSAs
2. Current Tennis Instructor PSAs

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
COURTNEY COLLINS-GUENTNER**

WHEREAS, the City of Murfreesboro and Courtney Collins-Guentner entered into a Professional Services Agreement for the provision of tennis instruction on _____, 20____, for the provision of such services from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties wish to extend the term of the contract through July 31, 2020;

Now, therefore, the City and Courtney Collins-Guentner agree to amend clause 1 of the contract as follows:

1. **“Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and July 31, 2020.”

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

CITY OF MURFREESBORO

**COURTNEY COLLINS GUENTNER
TENNIS PRO**

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
SCOTT KATHARY**

WHEREAS, the City of Murfreesboro and Scott Kathary entered into a Professional Services Agreement for the provision of tennis instruction on June 13, 2019, for the provision of such services from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties wish to extend the term of the contract through July 31, 2020;

Now, therefore, the City and Scott Kathary agree to amend clause 1 of the contract as follows:

1. **“Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and July 31, 2020.”

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

CITY OF MURFREESBORO

SCOTT KATHARY

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
BOB KRESSE**

WHEREAS, the City of Murfreesboro and Bob Kresse entered into a Professional Services Agreement for the provision of tennis instruction on _____, 20____, for the provision of such services from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties wish to extend the term of the contract through July 31, 2020;

Now, therefore, the City and Bob Kresse agree to amend clause 1 of the contract as follows:

1. **“Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and July 31, 2020.”

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

CITY OF MURFREESBORO

BOB KRESSE, TENNIS PRO

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JOHN MORRIS**

WHEREAS, the City of Murfreesboro and John Morris entered into a Professional Services Agreement for the provision of tennis instruction on _____, 20____, for the provision of such services from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties wish to extend the term of the contract through July 31, 2020;

Now, therefore, the City and John Morris agree to amend clause 1 of the contract as follows:

1. **“Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and July 31, 2020.”

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

CITY OF MURFREESBORO

JOHN MORRIS, TENNIS PRO

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JON MARK ROWDEN**

WHEREAS, the City of Murfreesboro and Jon Mark Rowden entered into a Professional Services Agreement for the provision of tennis instruction on June 13, 2019, for the provision of such services from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties wish to extend the term of the contract through July 31, 2020;

Now, therefore, the City and Jon Mark Rowden agree to amend clause 1 of the contract as follows:

1. **“Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and July 31, 2020.”

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

CITY OF MURFREESBORO

JON MARK ROWDEN

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**AMENDMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
PHILLIP TREEN**

WHEREAS, the City of Murfreesboro and Phillip Treen entered into a Professional Services Agreement for the provision of tennis instruction on _____, 20____, for the provision of such services from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties wish to extend the term of the contract through July 31, 2020;

Now, therefore, the City and Phillip Treen agree to amend clause 1 of the contract as follows:

1. **“Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and July 31, 2020.”

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

CITY OF MURFREESBORO

PHILLIP TREEN

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
COURTNEY COLLINS GUENTNER**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and an individual, Courtney Collins Guentner (CCG), this ____ day of _____, 2019.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, CCG is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and June 30, 2020.
2. **Scope of Services – CCG:**
 - a. CCG shall instruct tennis lessons, camps and clinics dealing with tennis or tennis related activities for youth and adults.
 - b. CCG shall help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The City shall receive thirty percent (30%) of the gross revenues of all paid fees, for all private and semi-private lessons (up to 4 people) and CCG shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. CCG shall receive 70% of her hourly private lesson rate for each hour she is assigned to teach in a Group Tennis class or Tennis Camp program by the Head Tennis Professional of the City of Murfreesboro.
 - e. CCG shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CCG, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of CCG, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

CCG shall pay City any expenses incurred as a result of CCG's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- f. CCG must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. CCG must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- g. CCG shall provide the City a completed Volunteer Background Check form for himself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- h. CCG shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- i. CCG has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- j. CCG shall be responsible for leaving the facility clean and orderly.
- k. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- l. CCG shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- m. CCG may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify CCG of these dates at least two weeks prior to said event.
- n. CCG must notify John Kreis Head Tennis Pro or the Director of the Murfreesboro Parks and Recreation Department at least forty-eight (48) hours in advance prior to any cancellation and/or rescheduling of classes.
- o. A representative of CCG shall remain at the facility until all students are picked-up.

3. Scope of Services - City:

- a. The City shall provide a site for CCG to conduct these lessons, camps or clinics:
Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give CCG two (2) weeks' notice when facility maintenance/cleaning is required.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with CCG prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to CCG.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

5. **Allocation of fees.** Of all paid registrations, the City shall receive thirty percent (30%) of the gross revenues and CCG shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis payable to CCG for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. CCG warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to in connection with work contemplated or performed relative to this Agreement.
- b. CCG shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, CCG shall be entitled to receive just and equitable compensation from those who have engaged the services of CCG for themselves for any services or work completed as of the termination date.

- d. If CCG fails to fulfill in timely and proper manner its obligations under this Agreement, or if CCG shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
 - e. Notwithstanding the above, CCG shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by CCG.
 - f. CCG shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
 - g. CCG acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. CCG further acknowledges that this agreement is subject to the approval of the Head Tennis Pro.
8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
9. **Amendment.** This Agreement constitutes the entire Agreement between the City and CCG. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF MURFREESBORO

COURTNEY COLLINS GUENTNER

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
SCOTT KATHARY**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and an individual, Scott Kathary (SK), this ____ day of _____, 2019.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, SK is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and June 30, 2020.
2. **Scope of Services – SK:**
 - a. SK shall instruct tennis lessons, camps and clinics dealing with tennis or tennis related activities for youth and adults.
 - b. SK shall help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The City shall receive thirty percent (30%) of the gross revenues of all paid fees, for all private and semi-private lessons (up to 4 people) and SC shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. SK shall receive 70% of his hourly private lesson rate for each hour he is assigned to teach in a Group Tennis class or Tennis Camp program by the Head Tennis Professional of the City of Murfreesboro.
 - e. SK shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of SK, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of SK, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

SK shall pay City any expenses incurred as a result of SK's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- f. SK must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. SK must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- g. SK shall provide the City a completed Volunteer Background Check form for himself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- h. SK shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- i. SK has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- j. SK shall be responsible for leaving the facility clean and orderly.
- k. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- l. SK shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- m. SK may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify SK of these dates at least two weeks prior to said event.
- n. SK must notify John Kreis Head Tennis Pro or the Director of the Murfreesboro Parks and Recreation Department at least forty-eight (48) hours in advance prior to any cancellation and/or rescheduling of classes.
- o. A representative of SK shall remain at the facility until all students are picked-up.

3. Scope of Services - City:

- a. The City shall provide a site for SK to conduct these lessons, camps or clinics:
Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give SK two (2) weeks' notice when facility maintenance/cleaning is required.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with SK prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to SK.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

5. Allocation of fees. Of all paid registrations, the City shall receive thirty percent (30%) of the gross revenues and SK shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis payable to SK for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. SK warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to in connection with work contemplated or performed relative to this Agreement.
- b. SK shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, SK shall be entitled to receive just and equitable compensation from those who have engaged the services of SK for themselves for any services or work completed as of the termination date.
- d. If SK fails to fulfill in timely and proper manner its obligations under this Agreement, or if SK shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.

- e. Notwithstanding the above, SK shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by SK.
 - f. SK shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
 - g. SK acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. SK further acknowledges that this agreement is subject to the approval of the Head Tennis Pro.
8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
9. **Amendment.** This Agreement constitutes the entire Agreement between the City and SK. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF MURFREESBORO

SCOTT KATHARY

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
BOB KRESSE**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and an individual, Bob Kresse (BK), this ____ day of _____, 2019.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, BK is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and June 30, 2020.
2. **Scope of Services – BK:**
 - a. BK shall instruct tennis lessons, camps and clinics dealing with tennis or tennis related activities for youth and adults.
 - b. BK shall help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The City shall receive thirty percent (30%) of the gross revenues of all paid fees, for all private and semi-private lessons (up to 4 people) and BK shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. BK shall receive 70% of his hourly private lesson rate for each hour he is assigned to teach in a Group Tennis class or Tennis Camp program by the Head Tennis Professional of the City of Murfreesboro.
 - e. BK shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of BK, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of BK, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

BK shall pay City any expenses incurred as a result of BK's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- f. BK must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. BK must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- g. BK shall provide the City a completed Volunteer Background Check form for himself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- h. BK shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- i. BK has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- j. BK shall be responsible for leaving the facility clean and orderly.
- k. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- l. BK shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- m. BK may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify BK of these dates at least two weeks prior to said event.
- n. BK must notify John Kreis Head Tennis Pro or the Director of the Murfreesboro Parks and Recreation Department at least forty-eight (48) hours in advance prior to any cancellation and/or rescheduling of classes.
- o. A representative of BK shall remain at the facility until all students are picked-up.

3. Scope of Services - City:

- a. The City shall provide a site for BK to conduct these lessons, camps or clinics:
Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give BK two (2) weeks' notice when facility maintenance/cleaning is required.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with BK prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to BK.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

5. Allocation of fees. Of all paid registrations, the City shall receive thirty percent (30%) of the gross revenues and BK shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis payable to BK for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. BK warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to in connection with work contemplated or performed relative to this Agreement.
- b. BK shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, BK shall be entitled to receive just and equitable compensation from those who have engaged the services of BK for themselves for any services or work completed as of the termination date.
- d. If BK fails to fulfill in timely and proper manner its obligations under this Agreement, or if BK shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.

- e. Notwithstanding the above, BK shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by BK.
 - f. BK shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
 - g. BK acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. BK further acknowledges that this agreement is subject to the approval of the Head Tennis Pro.
8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
9. **Amendment.** This Agreement constitutes the entire Agreement between the City and BK. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF MURFREESBORO

BOB KRESSE

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JOHN MORRIS**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and an individual, John Morris (JM), this ____ day of _____, 2019.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, JM is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and June 30, 2020.
2. **Scope of Services – JM:**
 - a. JM shall instruct tennis lessons, camps and clinics dealing with tennis or tennis related activities for youth and adults.
 - b. JM shall help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The City shall receive thirty percent (30%) of the gross revenues of all paid fees, for all private and semi-private lessons (up to 4 people) and JM shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. JM shall receive 70% of his hourly private lesson rate for each hour he is assigned to teach in a Group Tennis class or Tennis Camp program by the Head Tennis Professional of the City of Murfreesboro.
 - e. JM shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of JM, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of JM, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

JM shall pay City any expenses incurred as a result of JM's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- f. JM must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. JM must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- g. JM shall provide the City a completed Volunteer Background Check form for himself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- h. JM shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- i. JM has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- j. JM shall be responsible for leaving the facility clean and orderly.
- k. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- l. JM shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- m. JM may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify JM of these dates at least two weeks prior to said event.
- n. JM must notify John Kreis Head Tennis Pro or the Director of the Murfreesboro Parks and Recreation Department at least forty-eight (48) hours in advance prior to any cancellation and/or rescheduling of classes.
- o. A representative of JM shall remain at the facility until all students are picked-up.

3. Scope of Services - City:

- a. The City shall provide a site for JM to conduct these lessons, camps or clinics:
Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give JM two (2) weeks' notice when facility maintenance/cleaning is required.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with JM prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to JM.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

5. Allocation of fees. Of all paid registrations, the City shall receive thirty percent (30%) of the gross revenues and JM shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis payable to JM for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. JM warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to in connection with work contemplated or performed relative to this Agreement.
- b. JM shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, JM shall be entitled to receive just and equitable compensation from those who have engaged the services of JM for themselves for any services or work completed as of the termination date.
- d. If JM fails to fulfill in timely and proper manner its obligations under this Agreement, or if JM shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.

- e. Notwithstanding the above, JM shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by JM.
 - f. JM shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
 - g. JM acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. JM further acknowledges that this agreement is subject to the approval of the Head Tennis Pro.
8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
9. **Amendment.** This Agreement constitutes the entire Agreement between the City and JM. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF MURFREESBORO

JOHN MORRIS

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JON MARK ROWDEN**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and an individual, Jon Rowden (JR), this ____ day of _____, 2019.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, JR is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and June 30, 2020.
2. **Scope of Services – JR:**
 - a. JR shall instruct tennis lessons, camps and clinics dealing with tennis or tennis related activities for youth and adults.
 - b. JR shall help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The City shall receive thirty percent (30%) of the gross revenues of all paid fees, for all private and semi-private lessons (up to 4 people) and JR shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. JR shall receive 70% of his hourly private lesson rate for each hour he is assigned to teach in a Group Tennis class or Tennis Camp program by the Head Tennis Professional of the City of Murfreesboro.
 - e. JR shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of JR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of JR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

JR shall pay City any expenses incurred as a result of JR's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- f. JR must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. JR must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- g. JR shall provide the City a completed Volunteer Background Check form for himself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- h. JR shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- i. JR has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- j. JR shall be responsible for leaving the facility clean and orderly.
- k. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- l. JR shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- m. JR may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify JR of these dates at least two weeks prior to said event.
- n. JR must notify John Kreis Head Tennis Pro or the Director of the Murfreesboro Parks and Recreation Department at least forty-eight (48) hours in advance prior to any cancellation and/or rescheduling of classes.
- o. A representative of JR shall remain at the facility until all students are picked-up.

3. Scope of Services - City:

- a. The City shall provide a site for JR to conduct these lessons, camps or clinics:
Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give JR two (2) weeks' notice when facility maintenance/cleaning is required.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with JR prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to JR.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

5. Allocation of fees. Of all paid registrations, the City shall receive thirty percent (30%) of the gross revenues and JR shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis payable to JR for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. JR warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to in connection with work contemplated or performed relative to this Agreement.
- b. JR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, JR shall be entitled to receive just and equitable compensation from those who have engaged the services of JR for themselves for any services or work completed as of the termination date.
- d. If JR fails to fulfill in timely and proper manner its obligations under this Agreement, or if JR shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.

- e. Notwithstanding the above, JR shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by JR.
 - f. JR shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
 - g. JR acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. JR further acknowledges that this agreement is subject to the approval of the Head Tennis Pro.
8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
9. **Amendment.** This Agreement constitutes the entire Agreement between the City and JR. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF MURFREESBORO

JOHN ROWDEN

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
PHILLIP TREEN**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and an individual, Phillips Treen (PT), this ____ day of _____, 2019.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, PT is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and User agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2019 and June 30, 2020.
2. **Scope of Services – PT:**
 - a. PT shall instruct tennis lessons, camps and clinics dealing with tennis or tennis related activities for youth and adults.
 - b. PT shall help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The City shall receive thirty percent (30%) of the gross revenues of all paid fees, for all private and semi-private lessons (up to 4 people) and PT shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. PT shall receive 70% of his hourly private lesson rate for each hour he is assigned to teach in a Group Tennis class or Tennis Camp program by the Head Tennis Professional of the City of Murfreesboro.
 - e. PT shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of PT, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of PT, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

PT shall pay City any expenses incurred as a result of PT's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- f. PT must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and endorsement as necessary. PT must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- g. PT shall provide the City a completed Volunteer Background Check form for himself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- h. PT shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- i. PT has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- j. PT shall be responsible for leaving the facility clean and orderly.
- k. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- l. PT shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- m. PT may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify PT of these dates at least two weeks prior to said event.
- n. PT must notify John Kreis Head Tennis Pro or the Director of the Murfreesboro Parks and Recreation Department at least forty-eight (48) hours in advance prior to any cancellation and/or rescheduling of classes.
- o. A representative of PT shall remain at the facility until all students are picked-up.

3. Scope of Services - City:

- a. The City shall provide a site for PT to conduct these lessons, camps or clinics:
Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give PT two (2) weeks' notice when facility maintenance/cleaning is required.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with PT prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to PT.
- b. Any change in the fee structure must have prior approval of the City.
- c. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.

5. Allocation of fees. Of all paid registrations, the City shall receive thirty percent (30%) of the gross revenues and PT shall retain the remaining seventy percent (70%). All payments shall be made on a monthly basis payable to PT for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. PT warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to in connection with work contemplated or performed relative to this Agreement.
- b. PT shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, PT shall be entitled to receive just and equitable compensation from those who have engaged the services of PT for themselves for any services or work completed as of the termination date.
- d. If PT fails to fulfill in timely and proper manner its obligations under this Agreement, or if PT shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.

- e. Notwithstanding the above, PT shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by PT.
 - f. PT shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
 - g. PT acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. PT further acknowledges that this agreement is subject to the approval of the Head Tennis Pro.
8. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
9. **Amendment.** This Agreement constitutes the entire Agreement between the City and PT. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF MURFREESBORO

PHILLIP TREEN

By: _____
Shane McFarland, Mayor

By: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State Zip Code: _____

Phone: _____

Email: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Amendment to Grant Contract with the Greater Nashville Regional Council

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Amendment to Grant Contract with Greater Nashville Regional Council (GNRC) for funding provided to the St. Clair Senior Center.

Staff Recommendation

Approve Amendment to Grant Contract Between GNRC and City.

Background Information

Council approved a grant contract with GNRC on July 19, 2018. This agreement was effective July 31, 2018 through June 30, 2020 and allowed for state and federal funding through the Older Americans Act Funds for Title III-B Support Services, Title III-D Evidence Based Services and State Funding for Multipurpose Senior Center. These grant funds of \$34,200 in FY21 will offset the Senior Center budget so staff may continue to provide services to seniors that promote lifelong learning, health and well-being, socialization, and volunteer opportunities.

The proposed amendment extends the term of the contract through June 30, 2022, and to update the Fiscal Year from 2020 to 2021 as listed under the Maximum Liability section of the agreement.

Council Priorities Served

Responsible Budgeting

Utilizing state and federal grant funds maximizes the amount of money allocated to the Senior Center for vital senior programs.

Fiscal Impacts

Grant funds of \$34,200 will be allocated to the St. Clair Senior Center for FY21.

Attachment:

Amendment 21-0 to Grant Contract 2019-23 with Attachment 2



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # StClairSC-G	Edison ID	Contract # 2019-23	Amendment # 21-0
Contractor Legal Entity Name City of Murfreesboro			Edison Vendor ID
Amendment Purpose & Effect(s) FY 2021 Amendment			
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2022	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$34,200
Funding —			
FY	State/Federal	Interdepartmental	Other
2019	\$34,200		
2020	\$34,200		
2021	\$34,200		
TOTAL:	\$102,600		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>	
Speed Chart (optional)	Account Code (optional)		

**AMENDMENT 21-0 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
CITY OF MURFREESBORO
OF GRANT CONTRACT #2019-23**

This Amendment is made and entered by and between the Greater Nashville Regional Council hereinafter referred to as the "GNRC" and City of Murfreesboro, hereinafter referred to as the "Grantee," where the parties entered into a grant contract effective July 31, 2018 for the provision of multipurpose senior center activities; and

Section D.2 of Grant Contract July 31, 2018 allows written amendments to the Contract.

The Grant Contract dated July 31, 2018, between GNRC and the Grantee is amended as follows:

1. Section B, page 1, is amended by deleting the original Section B and substituting with it the new Section B.

B Term of Contract. This Grant Contract shall be effective on July 31, 2018 ("Effective Date"), and extend for a period of number (48) months after the Effective Date ("Term"), ending on June 30, 2022. The GNRC shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

2. Section C.1., page 1, is amended by deleting the original C.1. and substituting with it the new C.1.

C.1. Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Thirty Four Thousand Two Hundred Dollars (\$34,200) ("Maximum Liability") for **Fiscal Year 2021**. The Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Contract. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

ANTHONY HOLT, PRESIDENT

DATE

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

**GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO**

CONTRACT BUDGET

JULY 1, 2020 THROUGH JUNE 30, 2021

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of	Title III-B: Support Services	93.044	\$ 19,650	\$	\$ 19,650
10% of	Title III-B: Ombudsman	93.044	\$	\$	\$
10% of	Title III-B: Transportation	93.044	\$	\$	\$
10% of	Title III-C1: Congregate Meals	93.045	\$	\$	\$
10% of	Title III-C2: Home Delivered	93.045	\$	\$	\$
10% of	Title III-D: Evidence Based	93.043	\$ 2,000	\$	\$ 2,000
10% of	Title III-E: FCSP – Caregiver	93.052	\$	\$	\$
10% of	Title VII: Ombudsman	93.042	\$	\$	\$
	Federal NSIP Funds				
	NSIP Nutrition	93.053	\$	\$	\$
	State Funding				
50% of	Multipurpose Senior Centers	N/A	\$	\$ 12,550	\$ 12,550
10% of	Home Delivered Meals	N/A	\$	\$	\$
10% of	Homemaker	N/A	\$	\$	\$
	HCBS/Options for Community	N/A	\$	\$	\$
		Total	\$ 21,650	\$ 12,550	\$ 34,200

Attachment 2 Cont.

BUDGET				
The Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: 07/01/2020		END: 06/30/2021
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 25,748	\$ 782,897	\$ 808,645
4. 15	Professional Fee, Grant & Award ²	\$ 637	\$ 19,363	\$ 20,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 5,007	\$ 180,053	\$ 185,060
11. 12	Travel, Conferences & Meetings	\$ 172	\$ 5,228	\$ 5,400
13	Interest ²	\$ 0	\$ 0	\$ 0
14	Insurance	\$ 32	\$ 968	\$ 1,000
16	Specific Assistance To Individuals	\$ 0	\$ 0	\$ 0
17	Depreciation ²	\$ 0	\$ 0	\$ 0
18	Other Non-Personnel ²	\$ 1,968	\$ 59,832	\$ 61,800
20	Capital Purchase ²	\$ 637	\$ 19,368	\$ 20,005
22	Indirect Cost	\$ 0	\$ 0	\$ 0
24	In-Kind Expense	\$ 0	\$ 0	\$ 0
25	GRAND TOTAL	\$ 34,200	\$ 1,067,710	\$ 1,101,910

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and GNRC Grant Monies, Appendix A.* (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

Attachment 2 Cont.

BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Preventive Health, exercise, crafts, guest speakers	\$ 20,000
TOTAL	\$ 20,000

OTHER NON-PERSONNEL	AMOUNT
Dance-Cultural activities	\$ 8,000
Miscellaneous	\$ 8,000
Van-Fleet, vehicles operation & maintenance, fuel	\$ 13,800
Trips	\$ 32,000
TOTAL	\$ 61,800

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Mandatory Referral for Abandonment of Water Line Easement along West Northfield Boulevard

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow abandonment of water line easement south of West Northfield Boulevard.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on June 3, 2020.

The Water Resources Board voted to recommend approval on May 26, 2020.

Background Information

In this mandatory referral [2020-711], Council is being asked to consider the abandonment of a water line easement south of West Northfield Boulevard. This easement abandonment request is from SEC, Inc. on behalf of the developer of A+ Storage. They are requesting the abandonment of an existing 393 square-foot water line easement located as shown on the attached exhibit. This easement was intended for a proposed fire hydrant that is now proposed to be relocated to a different location on-site due to the addition of a Dumpster in the previous location. The Water Resources Department concurs with the abandonment request.

If this mandatory referral is approved, it should be made subject to the applicant providing to City Staff all the necessary documentation required to prepare and record the necessary legal instrument. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.

Council Priorities Served

Expand Infrastructure

The abandonment of this easement is consistent with the plans to provide water service and fire protection for the proposed development, which is currently under construction.

Improve Economic Development

The abandonment of this easement will help to facilitate the development of a new self-

storage facility, which will generate tax revenue for the City.

Attachments:

1. Staff comments from June 3, 2020 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JUNE 3, 2020**

Principal Planner: Margaret Ann Green

- 5.a. Mandatory Referral [2020-710] to consider the abandonment of an existing MWRD water easement located within the Northfield Village subdivision along West Northfield Boulevard, Mr. Matt Taylor (on behalf of A + Storage) applicant.**

This easement abandonment request is from SEC, Inc. on behalf of the developer of A+ Storage. They are requesting the abandonment of an existing 393 square foot water easement located as shown on the exhibit. This easement was for a proposed fire hydrant that has now be relocated to a different location on -site due to adding a Dumpster in the previous location. The Murfreesboro Water and Sewer Board recommended the Planning Commission and City Council approve this request at its May 26, 2020 meeting.

If this mandatory referral is approved, it should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner. The Planning Commission will need to discuss this mandatory referral and formulate a recommendation to City Council.



... creating a better quality of life

MEMORANDUM

DATE: May 20, 2020
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Water Easement Abandonment
A+ Storage

Background

This easement abandonment request is from SEC, Inc. on behalf of the Developer of A+ Storage. They are requesting the abandonment of an existing water easement as shown on the attached exhibit. This easement was recorded by plat and was intended for a proposed fire hydrant to serve the property. The Developer will dedicate a new water easement during the construction of the project at the proper location of the fire hydrant.

Recommendation

Staff recommends that the Board recommend to the Planning Commission and City Council approval of abandoning this existing water easement.

Fiscal Impact

Not applicable. The easement was dedicated through the recording of a plat by the developer.

Attachment

Easement Abandonment Request
Abandonment Exhibit
New Easement Exhibit



City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: 80K/A/11.02

Address (if applicable): 757 West Northfield Blvd

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Easement Abandonment/Relocation

Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC, Inc

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

Phone Number: 615-405-7527

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

Matt Taylor

5-12-2020

Applicant Signature

Date

May 12, 2020

Mrs. Margaret Ann Green
Murfreesboro Planning & Engineering Dept
111 West Vine Street
Murfreesboro, Tennessee 37130

RE: APlus Storage Northfield Blvd
Waterline Easement Relocation Request
Murfreesboro, Tennessee

Dear Mrs. Green:

Please accept this as our formal request for the City of Murfreesboro to relocate a portion of the waterline easement that is shown on Plat Book 43 Page 151. Furthermore, the attached exhibit highlights this area.

The easement was for a proposed fire hydrant that has now been relocated to a different location on-site due to adding a dumpster in the previously proposed location.

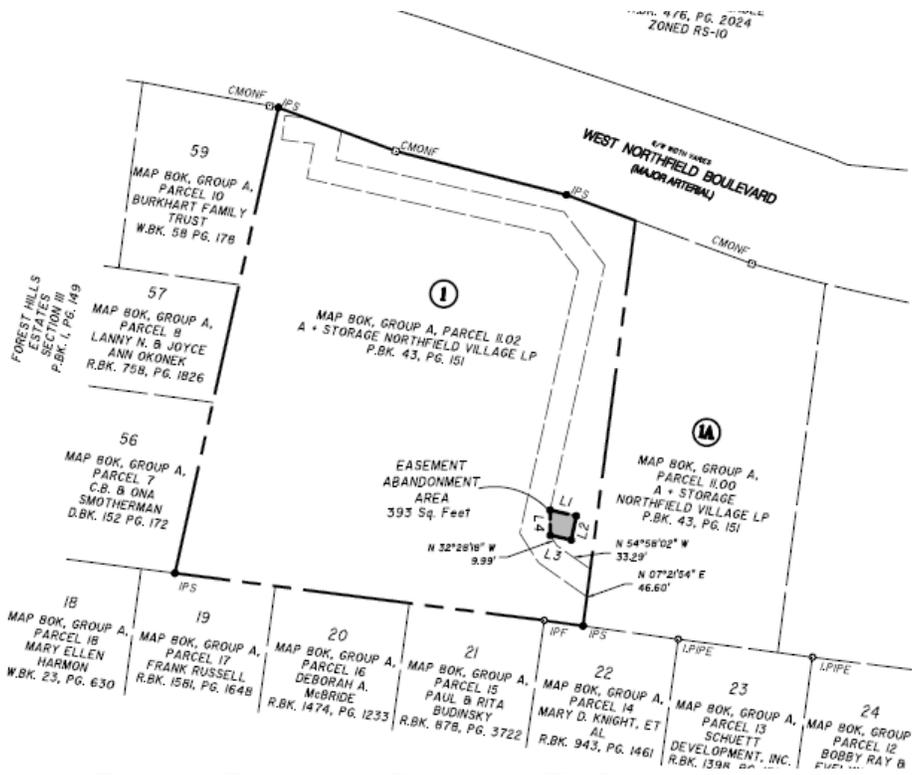
If the request is granted, SEC will complete a description and exhibit of the existing easement to be abandoned and a description and exhibit of the new proposed drainage easement

If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at mtaylor@sec-civil.com

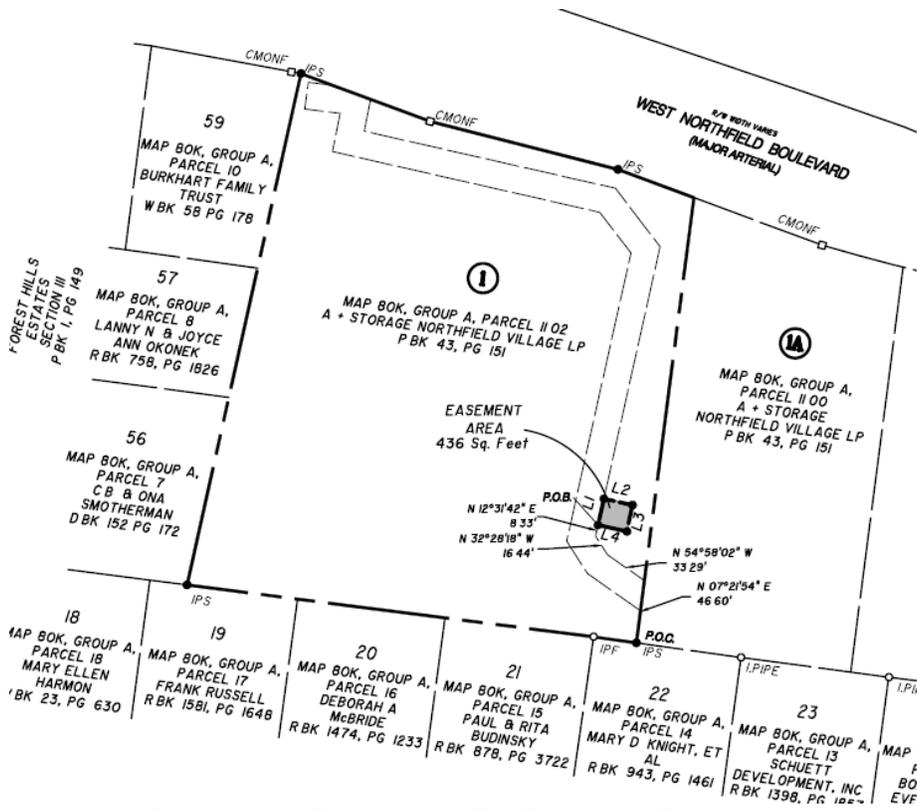
Sincerely,



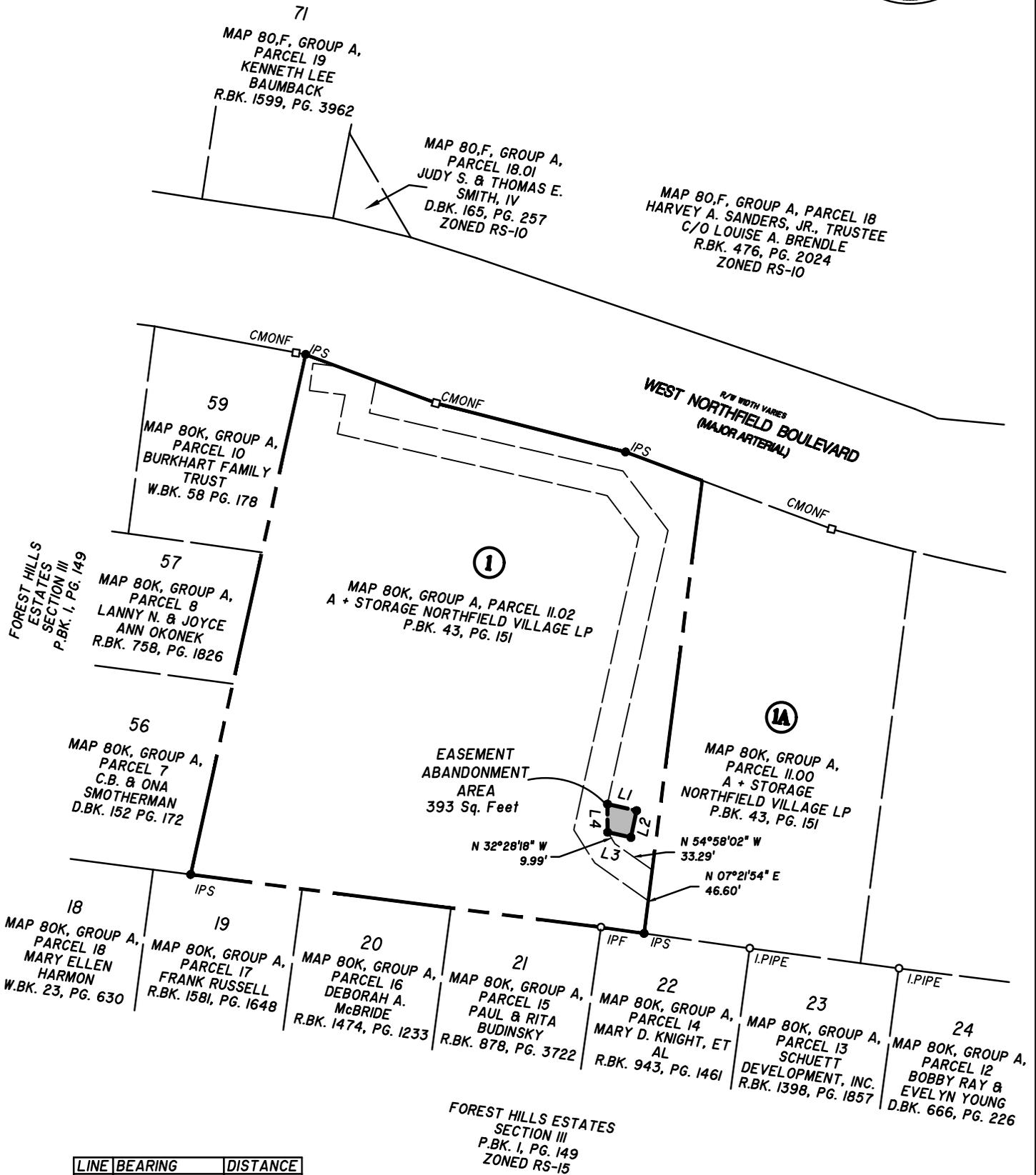
Matt Taylor, P.E.
Vice-President
SEC, Inc



Existing Easement Proposed To Be Abandoned



Proposed Easement To Replace Existing



LINE	BEARING	DISTANCE
L1	S 77°28'18" E	21.85'
L2	S 11°59'33" W	20.00'
L3	N 77°28'18" W	17.47'
L4	N 00°19'40" W	20.51'

ABANDONMENT EXHIBIT

A+ STORAGE NORTHFIELD VILLAGE LP.

MAP 80K, GROUP A, PARCEL 11.02

P.BK. 43, PAGE 151

DATE: 05-12-2020 SCALE 1"=100'

SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

ABANDONMENT EASEMENT
MAP 80K, GROUP A, PARCEL 11.02
A+ STORAGE NORTHFIELD VILLIAGE LP.
P.B. 43 PG. 151 (R.O.R.C.,TN)
393 SQ. FT.

A STRIP OF LAND LYING IN THE 13TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY A+ STORAGE NORTHFIELD VILLAGE LP. LOT 1 P.B. 43 ,PG. 151 (R.O.R.C.,TN), ON THE NORTH, SOUTH, EAST, AND WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FROM AN IRON PIN (SEC) BEING, ON THE NORTH LINE OF FOREST HILLS ESTATES SECTION III LOT 22 MARY D. KNIGHT R.BK. 943, PG. 1461 (R.O.R.C.,TN) ,WHICH IS THE SOUTHWEST CORNER OF A+ STORAGE NORTHFIELD VILLAGE LP. LOT 1A; THENCE, WITH THE EAST LINE OF LOT 1A N 07°21'54"E FOR A DISTANCE 46.60' TO A POINT; THENCE, ACROSS THE LANDS OF A+ STORAGE NORTHFIELD VILLIAGE LP. LOT 1 FOR THE FOLLOWING CALLS:

N 54°58'02" W FOR A DISTANCE OF 33.29' TO A POINT;

THENCE, N 32°28'18" E FOR A DISTANCE OF 9.99' TO THE POINT OF BEGINNING; THENCE, ACROSS THE LANDS OF A+ STORAGE NORTHFIELD VILLIAGE LP. LOT 1 FOR THE FOLLOWING CALLS:

N 00°19'40" W FOR A DISTANCE OF 20.51' TO A POINT;

THENCE, S 77°28'18" E FOR A DISTANCE OF 21.85' TO A POINT;

THENCE, S 11°59'33" W FOR A DISTANCE OF 20.00' TO A POINT;

THENCE, N 77°28'18" W FOR A DISTANCE OF 17.47' TO A POINT THE POINT OF BEGINNING, HAVING AN AREA OF 393 SQUARE FEET

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES THEREIN, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

8/9/2019
 DATE
 RECORD BOOK 482, PAGE 1862
 RECORD BOOK 483, PAGE 1836
 RECORD BOOK 525, PAGE 2905

John T. Holloway, Jr.
 JOHN T. HOLLOWAY, JR., PARTNER
 H.W.S. PARTNERSHIP, OWNER LOT 2

8/9/2019
 DATE
 RECORD BOOK 482, PAGE 1862
 RECORD BOOK 483, PAGE 1836
 RECORD BOOK 525, PAGE 2905

R. Steven Waldron
 R. STEVEN WALDRON, PARTNER
 H.W.S. PARTNERSHIP, OWNER LOT 2

8-7-19
 DATE
 RECORD BOOK 1675, PAGE 1326

OWNER LOTS 1 AND 1A:
 A+ STORAGE NORTHFIELD VILLAGE, L.P.
 A TENNESSEE LIMITED PARTNERSHIP
 BY A+ STORAGE OF TENNESSEE, L.L.C.
 A TENNESSEE LIMITED LIABILITY COMPANY
 ITS GENERAL PARTNER
Thomas H. Pierce
 BY: THOMAS H. PIERCE, MANAGER

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

8-5-19
 DATE
 REGISTERED SURVEYOR
 TENN. R.L.S. NO. 27381

David A. Purken
 DAVID A. PURKEN, REGISTERED SURVEYOR

CERTIFICATE OF THE APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY: (1) THAT STREETS, DRAINAGE STRUCTURES, DRAINAGE IMPROVEMENTS, AND STORMWATER QUALITY CONTROLS FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

9-17-19
 DATE
 CITY ENGINEER

Katie Noel
 KATIE NOEL, CITY ENGINEER

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

9/14/2019
 DATE
 MURFREESBORO WATER RESOURCES OFFICIAL

Delicia H. Smith
 DELICIA H. SMITH, MURFREESBORO WATER RESOURCES OFFICIAL

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DESIGN CRITERIA FOR SEWER WORKS, (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME, OR (3) THAT A SUBSURFACE SEWAGE SYSTEM WILL BE PERMITTED SUBJECT TO THE APPROVAL OF THE RUTHERFORD COUNTY HEALTH DEPARTMENT.

9/14/2019
 DATE
 MURFREESBORO WATER RESOURCES OFFICIAL

Delicia H. Smith
 DELICIA H. SMITH, MURFREESBORO WATER RESOURCES OFFICIAL

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE MURFREESBORO ELECTRIC DEPARTMENT (MED) FOR ELECTRIC POWER SERVICE. THAT THE SUBDIVISION IS WITHIN THE SERVICE AREA OF MED, AND THAT MED IS ABLE TO PROVIDE ELECTRIC POWER SERVICE TO THE SUBDIVISION SUBJECT TO THE OWNERS COMPLYING WITH THE APPLICABLE RULES AND REGULATIONS OF MED. NO ELECTRIC POWER SERVICE WILL BE PROVIDED UNTIL MED'S REQUIREMENTS FOR ELECTRIC POWER SERVICE HAVE BEEN MET.

8/9/19
 DATE
 MURFREESBORO ELECTRIC DEPARTMENT OFFICIAL

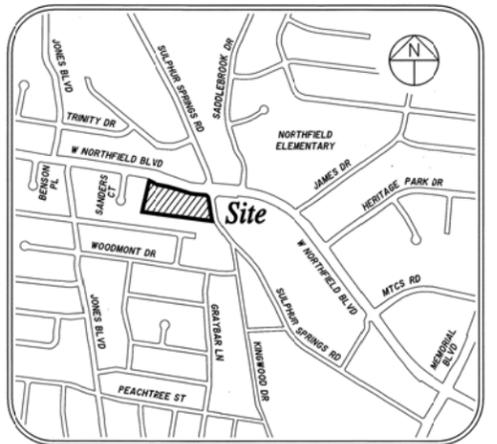
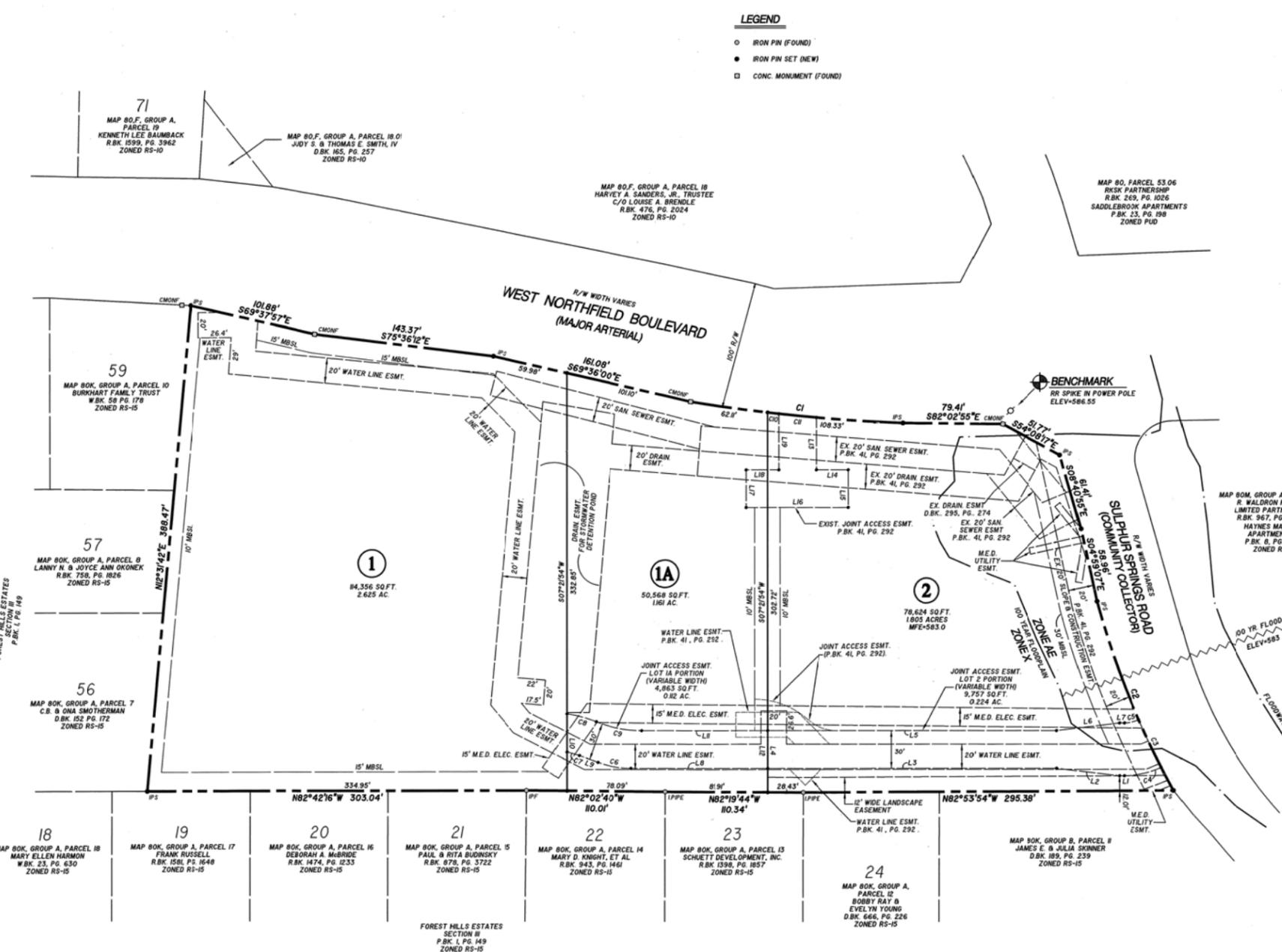
Scott Halberg
 SCOTT HALBERG, MURFREESBORO ELECTRIC DEPARTMENT OFFICIAL

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS SO RECORDED WITHIN ONE YEAR OF THIS DATE.

9-17-19
 DATE
 PLANNING COMMISSION SECRETARY

David A. Purken
 DAVID A. PURKEN, PLANNING COMMISSION SECRETARY



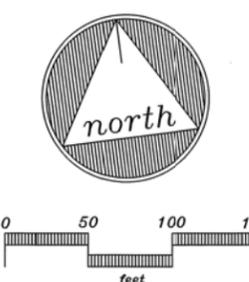
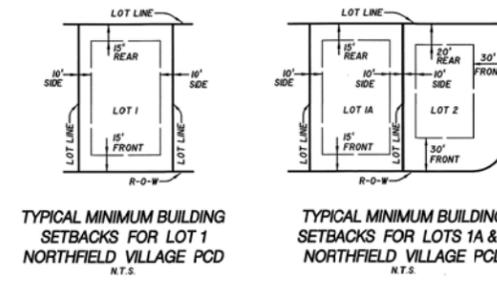
- GENERAL NOTES**
- THE PURPOSE OF THIS FINAL PLAT IS TO RESUBDIVIDE LOT 1 INTO 2 LOTS, 1 AND 1A, AND TO RECONFIGURE THE JOINT ACCESS EASEMENTS AND UTILITY EASEMENTS ON LOTS 1A, AND 2.
 - BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO CITY OF MURFREESBORO URBAN GROWTH BOUNDARY MONUMENTATION (NAD 83-96).
 - THIS PROPERTY LIES WITHIN ZONE X, AND PARTIALLY WITHIN ZONE AE, AS APPLIED GRAPHICALLY FROM FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 4749C0260 H, EFFECTIVE DATE: JANUARY 5, 2007.
 - ANY MINIMUM FINISHED FLOOR ELEVATION (MIN. FFE) SHOWN INCLUDES THE MAIN BUILDING, GARAGES AND ACCESSORY STRUCTURES.
 - THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
 - NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
 - SUBJECT PROPERTY IS ZONED PCD, PLANNED COMMERCIAL DEVELOPMENT. FOR CLARITY, MINIMUM BUILDING SETBACKS FOR THIS PCD ARE SHOWN IN A DETAIL AT THE LOWER LEFT CORNER OF THIS PLAT.
 - IF IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
 - PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITIES SUCH AS MURFREESBORO ELECTRIC DEPARTMENT, NATURAL GAS COMPANIES, AT&T, CABLE TELEVISION SERVICES AND OTHERS.
 - UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION AS AN ALTERNATIVE, THE HOME OWNER SHALL INSTALL A BACKWATER VALVE PER THE PLUMBING CODE AND EXECUTE AND RECORD A RELEASE OF INDEMNIFICATION AGAINST THE CITY OF MURFREESBORO WITH REGARDS TO THE SANITARY SEWER CONNECTION. THE HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.
 - EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEIR LIMITS. SOME FUTURE TIME AND THERE MAY BE NO NOTICE OR CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.
 - PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE OWNER SHALL POST A BUILDING PERMIT SURETY IN AN AMOUNT TO BE DETERMINED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRAINAGE IMPROVEMENTS, OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
 - THE STREETS IDENTIFIED ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.
 - AN EASEMENT AGREEMENT BETWEEN A+ STORAGE NORTHFIELD VILLAGE, L.P. AND H.W.S. PARTNERSHIP IS RECORDED IN R.B.K. 1675, PG. 1329.
 - AN AGREEMENT REGARDING STORM WATER DETENTION BETWEEN A+ STORAGE NORTHFIELD VILLAGE, L.P. AND H.W.S. PARTNERSHIP IS RECORDED IN R.B.K. 1675, PG. 1322.

LINE DATA

LINE	BEARING	DISTANCE
L1	N82°39'06"W	3.83'
L2	N75°47'32"W	50.36'
L3	N82°37'29"W	230.42'
L4	N07°21'54"E	29.96'
L5	S82°39'06"E	230.42'
L6	S89°13'40"E	50.36'
L7	N82°39'06"E	3.95'
L8	N82°37'29"W	109.01'
L9	N82°32'29"W	15.67'
L10	N07°21'54"E	30.51'
L11	S82°39'06"W	100.33'
L12	S07°21'54"W	29.96'
L13	S07°21'54"W	41.76'
L14	S82°39'06"E	25.75'
L15	S07°21'54"W	30.00'
L16	N82°39'06"W	91.50'
L17	N07°21'54"E	30.00'
L18	S82°39'06"E	25.75'
L19	N07°21'54"E	44.76'

CURVE DATA

CURVE	DELTA	RADIUS	LENGHT	TANGENT	CHORD	CHORD BEARINGS
C1	6°51'52"	1422.58'	170.43'	85.32'	170.33'	S76°52'37"E
C2	1°45'08"	690.18'	163.26'	82.02'	162.97'	S14°45'45"E
C3	3°37'55"	662.91'	42.01'	21.01'	42.01'	S18°05'32"E
C4	24°46'19"	71.00'	30.70'	15.59'	30.46'	S84°58'43"W
C5	23°32'37"	29.01'	11.52'	6.04'	11.84'	N85°21'23"E
C6	20°04'59"	77.00'	26.59'	13.43'	26.85'	N72°54'59"W
C7	0°02'56"	72.00'	10.24'	5.13'	10.24'	N86°33'42"W
C8	13°38'41"	101.00'	24.05'	12.08'	24.00'	S67°20'04"E
C9	22°07'22"	97.00'	37.45'	18.96'	37.22'	S71°34'25"E
C10	0°21'50"	1422.58'	9.05'	4.52'	9.03'	S76°07'41"E
C11	1°12'52"	1422.58'	30.15'	15.08'	30.15'	S76°55'02"E



THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERSEDES THE RECORDING OF LOTS 1 AND 2 ON A FINAL PLAT ENTITLED "LOTS 1 & 2, NORTHFIELD VILLAGE", RECORDED IN PLAT BOOK 41, PAGE 292, R.O.R.C., TN.

I hereby certify that this plat has been reviewed for the Rutherford County Development Tax. No Development Tax Required. *David A. Purken* 9-10-19
 RUTHERFORD COUNTY REGULAR PLANNING COMMISSION

Weather Databases, Registrar
 Rutherford County Tennessee
 Rec #: 101188
 Rec'd #: 15.00 Instrument #: 2323274
 Status: 0.00
 Clerk: 0.00 Recorded
 Other: 2.00 10/3/2019 at 11:14 AM
 Total: 17.00 in
 Plat Cabinet: 43 Pgs 151-151

OWNER LOTS 1 & 1A:
 A+ STORAGE NORTHFIELD VILLAGE, L.P.
 909 DIVISION STREET/SUITE 200
 NASHVILLE, TN 37203
 MAP 80K, GROUP A, PARCEL 1.00
 R.B.K. 1675, PG. 1318

OWNER LOT 2:
 H.W.S. PARTNERSHIP
 107 VIRGINIA AVENUE
 MURFREESBORO, TN 37130
 MAP 80K, GROUP A, PARCEL 1.02
 R.B.K. 482, PG. 1862
 MAP 80K, GROUP A, PARCEL 1.00
 R.B.K. 483, PG. 1836
 CORRECTED IN R.B.K. 525, PG. 2905
 MAP 80K, GROUP A, PARCEL 1.01

SITE DATA:
 TOTAL AREA = 5.591 ACRES
 AREA IN RIGHT-OF-WAY = 0 ACRES
 AREA IN COMMON AREA = 0 ACRES
 NO. OF LOTS = 3
 MINIMUM LOT SIZE = N/A
 ZONING = PCD

FINAL PLAT
RESUBDIVISION OF
LOTS 1 & 2
NORTHFIELD VILLAGE
SUBDIVISION
 CITY OF MURFREESBORO, TENNESSEE
 13th CIVIL DISTRICT OF RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS
 ENGINEERING • SURVEYING • LAND PLANNING
 LANDSCAPE ARCHITECTURE
 WWW.SEC-CIVIL.COM
 850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
 PHONE: (615) 890-7901 • FAX: (615) 895-2567

18-2062

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Contract Extension – Annual Firing Range Membership

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Extension of the annual firing range membership services contract

Staff Recommendation

Approve the extension of the contract between the City and Strategic Edge, Inc

Background Information

The initial contract and approved by Council on February 15, 2018. The contract has proved beneficial for the Department’s training needs. This extension provides for continuation of that benefit.

Council Priorities Served

Safe and Livable Neighborhoods

Provide officers with a location to support their required training needs.

Fiscal Impacts

Funding is provided in the Police Department’s FY21 budget.

Attachments:

1. Contract with Strategic Edge, Inc.
2. 2nd Amendment to Contact Strategic Edge, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
STRATEGIC EDGE, INC.
FOR
GOVERNMENT/POLICE FIRING RANGE MEMBERSHIP**

This contract is entered into and effective as of the 1 day of July, 2018, by and Between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **STRATEGIC EDGE, INC.**, a corporation of the State of Tennessee ("Contractor").

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide Annual Firing Range Membership services for the Murfreesboro Police Department from July 1, 2018 to June 30, 2019, as set forth in this Contract.

2. **Special Conditions.**

- a. Range Government Rate(s): \$5,250.00 per year.
- b. Air Conditioned Classroom and Restroom Expenses: No Cost
- c. Precision Rifle/Sniper Training must limit their use of equipment/shooting lanes to five (5) benches.
- d. Patrol Rifle training on rifle range must limit their use of equipment/shooting lanes to five (5) benches.
- e. Patrol Rifle training on carbine/pistol range may utilize the entire West shooting bay.
- f. Handgun training may utilize one bay (East or West)
- g. Fee does not include access to the 1000 yard shooting range
- h. Membership provides Monday through Friday (business hours) access for two (2) certified Range Safety Officers and ten (10) officer trainees at any one time/visit. Two Complimentary I.D. Cards will be provided for the Chief of Police and the Chief Training Officer. One gate code and one door code will be provided to the Department training division for access to the property. An additional set of codes will be provided to the Police Chief and the Chief Training Officer for their use. Pricing is based on four (4) range days per month maximum.
- i. Range Safety Rules and By-Laws will be provided by Contractor and must be adhered to at all times.
- j. Murfreesboro Police Department Officers shall not be considered members under the By-Laws of the Strategic Edge, Inc. Gun Range and therefore shall not sign the Member Waiver unless the Officer has paid to join the Gun Range as an individual member. Additionally, Murfreesboro Police Department Officers shall not be required to sign the Guest Waiver while utilizing the Gun Range in their capacity as a Murfreesboro Police Officer pursuant to this Agreement. The terms of this Agreement shall control.

3. **Term.**

- a. This contract shall not be effective until approved by the City Manager and signed by all required parties. The term of this contract shall be from July 1, 2018 until June 30, 2019, and shall be subject to renewal for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of not more than three (3) years at the option of the City subject to the Contractor's right to request a fee increase.
- b. Should the City desire to renew the contract, a written preliminary notice will be furnished to the Contractor sixty (60) days prior to the expiration date of the contract. (Such preliminary notice will not be deemed to commit the City to renew.)

- c. Upon receipt of the City's preliminary notice, the Contractor shall submit a written agreement to continue or discontinue contract performance for an additional one-year period and indicate what, if any, fee increases may apply to the renewal.
 - d. Should the City exercise this option for renewal, the contract as renewed shall be deemed to include this option provision except that the total duration of this contract, including any renewals, shall not exceed three years.
 - e. In all cases contract renewals shall be approved by Council, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.
4. **Pavment to Contractor.** The City shall pay the Contractor the Full Fee Government/Police Range Annual Membership fee of \$5,250.00 for provision of services from July 1, 2018 through June 30, 2019. Such fee is due on July 1, 2018.
5. **Termination-Breach.** In the event that any of the provisions of the Contract are violated by either Party, the non-breaching Party may serve written notice upon the breaching Party of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the breaching Party such violation or delay shall cease and satisfactory arrangement for correction be made, the non-breaching Party may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve breaching Party of any liability to non-breaching Party for damages sustained by virtue of any breach of the Contract.
6. **Termination-Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
7. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
8. **Notices.**
 - a. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
 - b. Notices to Contractor shall be mailed or hand delivered to Contractor, Tony Shankle, Strategic Edge, Inc., P.O. Box 128, Chapel Hill, TN 37034.
9. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
10. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
11. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment dismissal or laying off of any individual due to age, race, sex, color, national origin, veteran status, disability, or 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 contract, Contractor certifies and warrants it will comply with this policy.
14. **Indemnification and Hold Harmless.**
- a. No party to this Contract shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Nothing in this Contract shall be construed as creating an obligation to indemnify any party against that party's own negligence.
 - b. Nothing in the performance of this Contract shall impose any liability for claims against the City other than claims for which liability may be imposed by the Governmental Tort Liability Act. Contractor acknowledges that the City of Murfreesboro being a political subdivision of the State, is governed by the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 et seq., for causes of action sounding in tort and no contract provision requiring a Tennessee political entity to indemnify or hold harmless another entity beyond the liability imposed by law is enforceable because it appropriates money and nullifies governmental immunity without the authorization of the General Assembly.
 - c. The parties to this Contract do not intend for any third party to obtain a right by virtue of this Contract. By entering into this Contract, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Contract shall not create any rights in any party not a signatory hereto. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Insurance.** The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000). Contractor must notify City within thirty (30) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
16. **Assignment-Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of either Party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other Party. Any such assignment or transfer shall not release the Parties from their obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
17. **Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
18. **Force Maieure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned

by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.

19. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
20. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
22. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

a. Notices to City shall be sent to:

Department: City of Murfreesboro
Attention: City Manager
Address: 111 West Vine Street
Murfreesboro, TN 37130

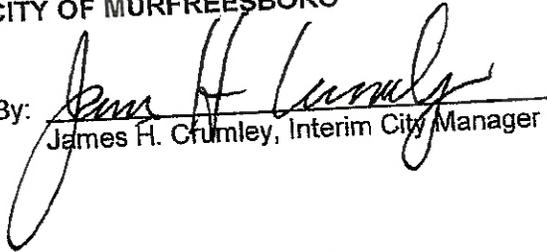
b. Notices to Contractor shall be sent to:

Contractor: Strategic Edge, Inc.
Attention: Tony Shankle
Address: P.O. Box 128
Chapel Hill, TN 37034

23. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved and signed by the City Manager. When it has been so signed, this Contract shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties enter into this agreement as of July 01, 2018 (the "Effective Date").

CITY OF MURFREESBORO

By: 

James H. Crumley, Interim City Manager

STRATEGIC EDGE, INC.

By: 

Tony Shankle, CEO

APPROVED AS TO FORM:


Craig Tindall, City Attorney

**SECOND AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
STRATEGIC EDGE, INC.
FOR
GOVERNMENT/POLICE FIRING RANGE MEMBERSHIP**

This Second Amendment ("Second Amendment") to the Contract entered July 1, 2018 ("Contract") is effective as of this 1st day of July 2020, by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Strategic Edge, Inc., a corporation of the state of Tennessee, ("Contractor").

RECITALS

WHEREAS, on July 1, 2018, the City entered into a contract with Strategic Edge, Inc., for Annual Firing Range Membership services for the Murfreesboro Police Department; and,

WHEREAS, on July 1, 2019, the City and Strategic Edge, Inc. entered into Amendment #1 to the Contract and agreed to extend the term of the contract for an additional year pursuant to clause 3(a) of the Contract from July 1, 2019 to June 30, 2020;

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to provision 3(a) of the current Contract for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2020 until June 30, 2021.

CITY OF MURFREESBORO

STRATEGIC EDGE, INC.:

By: _____
Craig D. Tindall, City Manager

By: _____
Tony Shankle, CEO

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Contract Approval for Vehicle Equipment Purchase

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Contracts for purchasing equipment for police vehicles.

Staff Recommendation

Approve contracts with Dana Safety Supply; On-Duty Depot, Inc. and Trucker's Lighthouse, Inc. for police vehicle equipment.

Background Information

The City issued an ITB to secure bids on various equipment needed to equip police vehicles. Three bidders provided the lowest, most responsible unit pricing for the following:

Dana Safety Supply: Lightbar; Interceptor package; K-9 Equipment

On-Duty Depot: LED lightbar

Trucker's Lighthouse: partition, door panels, window barrier, push bumper, gun mount; vehicle desk; Door panels, window guards, tunnel mount, mounting package, cup holder and arm rest

Equipment will be purchased as needed under the City's purchasing policy. Contracts will be effective for FY21-24

Council Priorities Served

Safe and Livable Neighborhoods

Safe neighborhoods are maintained by assuring officers are equipped with vehicles necessary to respond to calls for service and provide other support functions

Fiscal Impacts

Equipment purchases will be funded using FY21 CIP funds.

Attachments:

1. Contract with Dana Safety Supply, Inc.
2. Contract with On-Duty Depot, Inc.
3. Contract with Trucker's Lighthouse, Inc.
4. Bid tabulation Worksheet

THE CITY OF MURFREESBORO

INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids at the Purchasing Department, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, telephone number 629.201.6312. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 02/28/2020

BID TITLE: Police Vehicle Equipment

CITY CONTACT PERSON: Shaun Knight
Purchasing Department
111 West Vine Street.
Murfreesboro, TN 37130

TELEPHONE NUMBER: 629.201.6312

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged by the Purchasing Department on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
Purchasing Department
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37130-1139

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

BID OPENING DATE: 03/18/2020

BID OPENING TIME: 3:00 pm. Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of Police Vehicle Equipment as set forth in the specifications below. Sealed bids will be received by the City of Murfreesboro at the Purchasing Department, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, until 3:00 p.m. on March 18, 2020, at which time the bids will be opened.
- 1.1.2. Attached are the specifications and bid form for the purchase of Police Vehicle Equipment for the Murfreesboro Police Department. All bids shall be submitted on the attached bid form in sealed envelopes with "ITB-23-2020 - Police Vehicle Equipment" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well.
- 1.1.3. A bid opening date has been set for March 18, 2020 at 3:00 p.m. local time in the Office of the Purchasing Department. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received by the Purchasing Department after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.
- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. *Bid Responses*

- 1.2.1. Bids may be mailed or delivered to the City of Murfreesboro, Purchasing Department City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37130-1139. All bids shall be submitted on the attached bid form in sealed envelopes with "ITB-23-2020 – POLICE VEHICLE EQUIPMENT" on the outside of the envelope. The City will not accept bid responses submitted

by fax or electronic mail. Failure to provide this information on the envelope may result in the bid not being considered.

- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. A bidder may substitute articles so long as the substitution is equal and/or better and of a comparable quality and similar in design and appearance to specified items (components). Should the bidder wish to bid on items (components) which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such items (components).
- 1.2.4. Bidders must specify manufacturer's name for all items proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, compatibility, and suitability of the substitute with the present emergency vehicle equipment. The City reserves the right to be the sole judge in making such determination.
- 1.2.5. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item will meet the "equal and/or better and of comparable quality and similar in design and appearance as that specified" requirement set forth in 1.2.4 of this Invitation to Bid. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre-bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.6. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.7. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.8. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn.
- 1.2.9. Bid responses may be modified by written notice received and acknowledged by the Purchasing Department prior to the date and time for public opening of bids. Late modifications cannot be considered.

- 1.2.10. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses, samples, and their accompanying documentation will become the record of the City.
- 1.2.11. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.2.12. Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Offerors are encouraged to register with Vendor Registry (registration is required to receive addendums) to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at:
<https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>
- 1.2.13. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.3. **Bid Award**

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

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.
- 1.3.3. **The successful bidder shall provide the item(s) ordered. The bid price shall include all parts, labor, accessories, and any other standard equipment necessary to provide complete and functional emergency vehicle equipment as intended. The initial contract period for this bid quotation is one year from the date of the bid award. All bid prices shall be effective for one year. The second, third, fourth and fifth periods of the contract shall be subject to the following conditions:**

- (1) **Second, third, fourth and fifth contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.**

- (2) **Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise in materials and labor shall be subject to comparison to an increase in inflation as measured by the Consumer Price Index. Failure to reach agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.**
- (3) **Successful bidder shall submit price increases prior to March 1 of each year for approval and acceptance by the City unless the City exercises its right to terminate the contract.**

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

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

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or requests for proposal; and
- h. The attached bid sheet is to be utilized for submittal of bid.

1.3.5. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City. Bids shall be awarded based on the **Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G)** noted in bold on the bid form. **The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each**

Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.

- 1.3.6. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package (Attachment A). (If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.)

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. All bidders who are awarded contracts pursuant to this invitation to bid agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.
- 1.4.2. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

- 1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.
- 1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. 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.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.
- 1.5.5. Iran Divestment Act of Tennessee. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106. Bids not conforming to this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by the City within thirty (30) days after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within ninety (90) days of bid award.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. Deliveries resulting from this ITB are to be made during the normal working hours of the City. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. 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 this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to 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. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified all emergency equipment bid shall have a manufacturer's warranty against defects in material or workmanship for a period of not less than twenty-four (24) months from the date of delivery. Such warranties shall include at a minimum the replacement of defective items within the relative specified amount of time.
- 1.6.7. Returns may be made via direct pickup by vendor's representative, or by commercial carrier at the vendor's discretion. If a commercial carrier is used, shipping costs for the return of merchandise, as well as any replacement costs for items lost in transit, are to be borne by the vendor.

2. SPECIFICATIONS

2.1 Overview

- 2.1.1 It is the intent of these specifications to secure vehicle equipment for the Murfreesboro Police Department.
- 2.1.2 It is not the intent of these specifications to eliminate any bidder, but rather to ensure that the Murfreesboro Police Department will receive emergency vehicle equipment of quality and durability. **Each vehicle equipment item shall be new, unused and constructed of the highest quality materials.**
- 2.1.3 The specification of a particular product brand or style is not intended to limit bids to only those particular brands or styles but is intended to identify the minimum quality desired. Products which are equal or better, and of a comparable quality, and similar in design and appearance to the specified items will be considered. If a bidder wishes to know in advance of submitting its bid if a substituted product will be deemed of equivalent quality, it may submit a sample of the product and information concerning how the product differs from the specification to Shaun Knight. Substituted product(s) and information must be submitted at least five (5) working days in advance of the bid opening for a pre-bid opinion of equivalency. Alternatively, bidders may be required to submit the product and information for review after the bid opening and prior to acceptance.
- 2.1.4 Each bidder shall show a unit price on each item and an extended price on estimated quantities. The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements. All prices shall be inclusive of all charges including installation and delivery. The City is not subject to sales tax. Quantities could be more or less than estimated. Bids shall be awarded based on the **Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G)** noted in bold on the bid form. **The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.**
- 2.1.5 The contract period shall be effective for one-year after the bid award date until. All bid prices shall be effective for one year. The contract shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. **Successful bidder shall submit price increases prior to March 1 of each year (2021, 2022, 2023, and 2024) for approval and acceptance by the City.**
- 2.1.6 The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and

capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.

2.2 Specifications

Police Vehicle Equipment

- A. VENDOR INFORMATION:** These specifications are intended to describe a set of components to be installed on a police vehicle to be used for law enforcement vehicle equipment. Vehicle equipment offered under this specification shall be equipped with all equipment advertised as standard equipment for vehicle equipment and shall meet or exceed the following detailed requirements:
- B. DETAILED REQUIREMENTS:** All values specified below shall be considered as minimums unless otherwise specified.
1. **Production Model** - The basic design of all equipment offered shall be in full commercial production. No "brand new" or prototype models will be considered prior to the bid opening. Successful bidder shall furnish the most recent full commercial production model available at the time of the bid award. Any further purchases shall include the newest full commercial production model available at that time including any upgrades contingent upon the approval of the City.
 2. **Sample and Demonstration** - Bidder may furnish a complete sample unit for examination and testing on or before opening date and time. A sample unit of the exact configuration proposed by the vendor, must be provided within two (2) weeks, upon request of the procuring agency.
 3. **Performance Testing and Product Evaluation** - The law enforcement emergency vehicle equipment may be field and laboratory tested to verify its acceptable level of performance and conformity to specifications.

Note: This agency also reserves the right to have vehicle equipment items examined by any other qualified agency, for acceptable design construction, fabrication and assembly methods.

- C. TERMS OF AGREEMENT:** The Murfreesboro Police Department does not guarantee the purchase of any specific or minimum quantity of vehicle equipment during the term of this agreement. Purchase orders will be issued for vehicle equipment as needed at the contract unit price.

SECTION A

Item # 1 on Bid Form: The Federal Signal Valor non-linear low profile LED lightbar will meet these specifications; the item bid should be this lightbar.

Manufacturer Item Number: VALR44-MBT Package to include:

Controller: Pathfinder Siren / Light Controller (17 Button)

Siren Speaker: AS124

SECTION B

Item # 1 on Bid Form: The Whelen SP8 package lightbar will meet these specifications; the item bid should be this lightbar.

Manufacturer Item Number: SP8 Package to include:

Controller: CenCom CCSRN3

Siren Speaker: SA315P

SECTION C

Item # on Bid Form: The Setina products package below will meet these specifications; the items bid should be these products.

1	Setina	PK0316ITU12ND	PARTITION
2	Setina	DK0100ITS12	TPO DOOR PANELS
3	Setina	WK059ITU12	WINDOW BARRIER - POLY
4	Setina	BK0534ITU16	PUSH BUMPER – PB400 ALUMINUM
5	Setina	GK11191B1SSSCA	DUAL GUN LOCK T-RAIL MOUNTING SYSTEM WITH 1-ELECTRONIC SMALL SHOTGUN & 1-BLAC-RAC LOCK

SECTION D

**Item # on
Bid Form:**

The Jotto Desk/Patriot/Kodiak products package below will meet these specifications; the items bid should be these products.

1	Jotto Desk	425-5032	COMPUTER MOUNT
2	Jotto Desk	425-6614	28" FLOOR PLATE
3	Jotto Desk	425-6205	DUAL CUP HOLDER
4	Jotto Desk	425-6411	ARM REST

SECTION E

**Item # on
Bid Form:**

The Havis products package below will meet these specifications; the items bid should be these products.

1	Havis	DP-F28-A DP-F28-A-B	DOOR PANELS
2	Havis	WGI-F18	WINDOW GUARDS
3	Havis	C-TMW-INUT-02	TUNNEL MOUNT
4	Havis	PKG-PSM-3006	MOUNTING PACKAGE
5	Havis	C-CUP2-E-C	CUP HOLDER
6	Havis	C-ARM-104	TUNNEL MOUNTED ARM REST

SECTION F

**Item # on
Bid Form:**

The AEDEC (Accel Plastics) products package below will meet these specifications; the items bid should be these products.

2

AEDEC

SUVIC1313

FORD INTERCEPTOR SUV

SECTION G

**Item # on
Bid Form:**

The American Aluminum products package below will meet these specifications; the items bid should be these products.

1

**American
Aluminum**

**PF – INTERCEPTOR
EXPLORER**

**E-Z RIDER K-9 PLATFORM UNIT FOR
FORD INTERCEPTOR EXPLORER**

2

**American
Aluminum**

E/Z RUBBER MAT

**RUBBER LINER FOR FORD
INTERCEPTOR EXPLORER**

3

**American
Aluminum**

E/Z COOLGUARD

**E-Z COOL GUARD SYSTEM
(TEMPERATURE MONITORING &
HEAT ALARM)**

4

**American
Aluminum**

E/Z PAGER

HEAT PAGING SYSTEM

5

**American
Aluminum**

E/Z WATER DISH

SPILL PROOF WATER BOWL

6

**American
Aluminum**

E/Z R.E.S.C.U.E.

REMOTE DOOR OPENING SYSTEM

7

**American
Aluminum**

E/Z NARC SAFE

4 COMPARTMENT NARC SAFE

3. BID FORM

**Bid Name: MURFREESBORO POLICE DEPARTMENT
VEHICLE EQUIPMENT 2020**

All prices must include all costs. Items are based on estimated quantities; actual purchases may be more or less than estimation. Costs included in the bid prices shall include material, labor, accessories and any other standard items necessary to make the law enforcement vehicle equipment complete, including freight, and delivery. Pricing for each item shall be effective during initial period until June 30, 2020. A second (2nd), third (3rd), fourth (4th) and fifth (5th) period will be effective pursuant to the requirements set forth in the ITB (1.3.3). The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of bid award, all items will be available for delivery pursuant to the requirements set forth in the ITB. Bids shall be awarded based on the Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form. The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION A</u>				
1	1		Federal Signal Valor Lightbar VALR44-MBT Package as specified	\$ _____
Total Bid Price – Section A				\$ <u>No bid</u>

Sub-Items – SECTION A

An Attachment labeled Federal Signal – Bid Pricing for this Section (Section A) to include ALL Federal Signal systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Federal Signal products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION B</u>				
1	1	<u>Whelen IX8</u>	Whelen SP8 Package Lightbar as specified	\$ <u>1600.00</u>
Total Bid Price – Section B				\$ <u><u>1600.00</u></u>

Sub-Items – SECTION B

An Attachment labeled **Whelen – Bid Pricing** for this Section (Section B) to include **ALL** Whelen systems, accessories and options shall be provided by the respective **successful bidder** once the bids have been awarded. Pricing for **ALL** of the Whelen products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION C</u>				
1	1	<u>Setina</u>	Setina Products Package as specified	\$ <u>1665.00</u>
Total Bid Price – Section C				\$ <u><u>1665.00</u></u>

Sub-Items – SECTION C

An Attachment labeled **Setina – Bid Pricing** for this Section (Section C) to include **ALL** Setina systems, accessories and options shall be provided by the respective **successful bidder** once the bids have been awarded. Pricing for **ALL** of the Setina products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION D</u>				
1	1	<u>Jotto</u>	Jotto Desk/Patriot/Kodiak Products Package as specified	\$ <u>831.50</u>
Total Bid Price – Section D				\$ <u><u>831.50</u></u>

Sub-Items – SECTION D

An Attachment labeled **Jotto Desk/Patriot/Kodiak – Bid Pricing** for this Section (Section D) to include **ALL** Jotto Desk/Patriot/Kodiak systems, accessories and options shall be provided by the respective **successful bidder** once the

bids have been awarded. Pricing for ALL of the Jotto Desk/Patriot/Kodiak products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION E</u>				
1	1	<u>Havis</u>	Havis Products Package as specified	\$ <u>1066.66</u>
Total Bid Price – Section E				\$ <u><u>1066.66</u></u>

Sub-Items – SECTION E

An Attachment labeled Havis – Bid Pricing for this Section (Section E) to include ALL Havis systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Havis products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION F</u>				
1	1	<u>AEDEC</u>	AEDEC (Accel Plastics) Products Package as specified	\$ <u>737.50</u>
Total Bid Price – Section F				\$ <u><u>737.50</u></u>

Sub-Items – SECTION F

An Attachment labeled AEDEC – Bid Pricing for this Section (Section F) to include ALL AEDEC systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the AEDEC products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION G</u>				
1	1	<u>American Aluminum</u>	American Aluminum Products Package as specified	\$ <u>4004.00</u>
Total Bid Price – Section G				\$ <u><u>4004.00</u></u>

Sub-Items – SECTION G

An Attachment labeled American Aluminum – Bid Pricing for this Section (Section G) to include ALL American Aluminum systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the American Aluminum products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Company: Dana Safety Supply, Inc.

Form of Business: Corporation

Authorized Signature and Date:  17-March-2020

Name Printed and Title: Jonathan Sizemore

Address: 3810 W. Osborne Ave Tampa, FL 33614

Location of Store (if different): 2188 Spicer Cove Memphis, TN 38134

Representative and Title: Mac Judkins Sales Representative

Telephone Number: (901) 384-7777 Fax Number: () N/A

E-Mail: mjudkins@danasafetysupply.com

Delivery Date: 30 ARO

Attach reference or bidder information.

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid title: ITB-23-2020 - Police Vehicle Equipment

Company Name: _____

Mailing Address: _____

Phone Number: () _____

Fax Number: () _____

Company Contact Person: _____

Contact Person Cell #: () _____

Contact Person E-Mail: _____

SIGNATURE SHEET

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

COMPANY NAME: Dana Safety Supply

ADDRESS: 3810 W. Osborne Ave Tampa, FL 33614

TELEPHONE: 813-348-4866 FAX: N/A

EMAIL: jsizemore@danasafetysupply.com

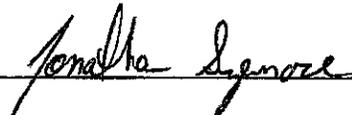
ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. N/A Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: 

TITLE: Bids Specialist

(Print / type name as signed above): Jonathan Sizemore

DATE: 17-March-2020

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

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

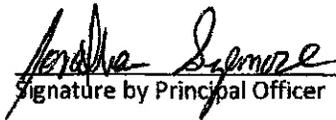
1. It has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. It operates a drug and alcohol testing program at least as stringent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

Dana Safety Supply

Name of Bidder

Jonathan Sizemore, Bids Specialist

Printed Name and Title of Principal Officer



Signature by Principal Officer

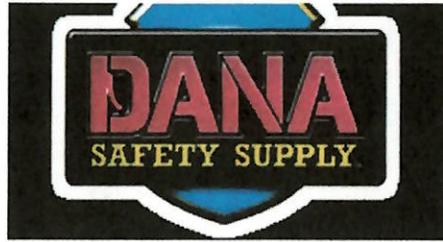
Iran Divestment Act

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

Signature: *Jantha Senece* Date: 17-March-2020

Title: Bids Specialist

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



References

NAME OF COMPANY: City of Memphis
ADDRESS: 79 S Flicker Street
PHONE NUMBER: 901-320-5334
CONTACT: Barry Richards

NAME OF COMPANY: Germantown Police Department
ADDRESS: 1930 South Germantown
PHONE NUMBER: 901-757-7307
CONTACT: Jack Antonuk

NAME OF COMPANY: Oxford Police Department
ADDRESS: 715 Molly Barr Road
PHONE NUMBER: 662-232-2400
CONTACT: Hildon Sessums

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR NAME
FOR POLICE VEHICLE EQUIPMENT**

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 _____, a _____ of the State of _____ ("Contractor").

This Agreement consists of the following documents:

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

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth in Section _____ in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.
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 Price Proposal for Section _____ which reflects a total purchase price of _____ . Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items shall be made within _____ calendar days of order at the _____ . Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. scampbell@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Facilities Maintenance shall be made at 620 W. Main Street, Murfreesboro, TN 37130. 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 ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications. [INSERT CORRECT WARRANTY LANGUAGE]
 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. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional

insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. 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.

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

Notices to City shall be sent to:

Department: City of Murfreesboro Administration

Attention: City Manager

Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor:

Attention:

Address:

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **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.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

- 22. **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.
- 23. **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.
- 24. **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

CONTRACTOR

By: _____
Shane McFarland, Mayor

By: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

**Bid Tabulation Sheet
For
ITB-23-2020 – Police Vehicle Equipment**

Contractors	Price	Iran Divestment	References	Signature Sheet	Non-Collusion/ Drug-Free	GC License
Trucker's Lighthouse	A: \$N/B, B: \$1869, C: \$1426.23, D: \$748, E: \$949.75, F: \$N/B, G: \$4580.41	Yes	Yes	Yes	Yes	N/A
Dana Safety Supply	A: \$N/B, B: \$1600, C: \$1665, D: \$831.50, E: \$1066.66, F: \$737.50, G: \$4004	Yes	Yes	Yes	Yes	N/A
On-Duty Depot	A: \$2586, B: \$2103, C: \$1636, D: \$787, E: \$1095, F: \$781, G: \$4177	Yes	Yes	Yes	Yes	N/A

Recommend Award to: Trucker's Lighthouse Section C / D / E – Dana Safety Supply Section B / F / G – On-Duty Depot Section A

Amount of: See Above

Bid Opened by Shaun Knight / Purchasing Analyst

Department Head Signature: 

Date: 5.12.2020

THE CITY OF MURFREESBORO

INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids at the Purchasing Department, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, telephone number 629.201.6312. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 02/28/2020

BID TITLE: Police Vehicle Equipment

CITY CONTACT PERSON: Shaun Knight
Purchasing Department
111 West Vine Street.
Murfreesboro, TN 37130

TELEPHONE NUMBER: 629.201.6312

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged by the Purchasing Department on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
Purchasing Department
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37130-1139

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

BID OPENING DATE: 03/18/2020

BID OPENING TIME: 3:00 pm. Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. Invitation to Bid

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of Police Vehicle Equipment as set forth in the specifications below. Sealed bids will be received by the City of Murfreesboro at the Purchasing Department, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, until 3:00 p.m. on March 18, 2020, at which time the bids will be opened.
- 1.1.2. Attached are the specifications and bid form for the purchase of Police Vehicle Equipment for the Murfreesboro Police Department. All bids shall be submitted on the attached bid form in sealed envelopes with "ITB-23-2020 - Police Vehicle Equipment" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well.
- 1.1.3. A bid opening date has been set for March 18, 2020 at 3:00 p.m. local time in the Office of the Purchasing Department. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received by the Purchasing Department after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.
- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bids may be mailed or delivered to the City of Murfreesboro, Purchasing Department City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37130-1139. All bids shall be submitted on the attached bid form in sealed envelopes with "ITB-23-2020 – POLICE VEHICLE EQUIPMENT" on the outside of the envelope. The City will not accept bid responses submitted

by fax or electronic mail. Failure to provide this information on the envelope may result in the bid not being considered.

- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. A bidder may substitute articles so long as the substitution is equal and/or better and of a comparable quality and similar in design and appearance to specified items (components). Should the bidder wish to bid on items (components) which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such items (components).
- 1.2.4. Bidders must specify manufacturer's name for all items proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, compatibility, and suitability of the substitute with the present emergency vehicle equipment. The City reserves the right to be the sole judge in making such determination.
- 1.2.5. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item will meet the "equal and/or better and of comparable quality and similar in design and appearance as that specified" requirement set forth in 1.2.4 of this Invitation to Bid. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre-bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.6. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.7. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.8. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn.
- 1.2.9. Bid responses may be modified by written notice received and acknowledged by the Purchasing Department prior to the date and time for public opening of bids. Late modifications cannot be considered.

- 1.2.10. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses, samples, and their accompanying documentation will become the record of the City.
- 1.2.11. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.2.12. Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Offerors are encouraged to register with Vendor Registry (registration is required to receive addendums) to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at:
<https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>
- 1.2.13. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.3. Bid Award

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

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.
- 1.3.3. **The successful bidder shall provide the item(s) ordered. The bid price shall include all parts, labor, accessories, and any other standard equipment necessary to provide complete and functional emergency vehicle equipment as intended. The initial contract period for this bid quotation is one year from the date of the bid award. All bid prices shall be effective for one year. The second, third, fourth and fifth periods of the contract shall be subject to the following conditions:**

- (1) Second, third, fourth and fifth contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.**

(2) Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise in materials and labor shall be subject to comparison to an increase in inflation as measured by the Consumer Price Index. Failure to reach agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.

(3) Successful bidder shall submit price increases prior to March 1 of each year for approval and acceptance by the City unless the City exercises its right to terminate the contract.

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

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

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or requests for proposal; and
- h. The attached bid sheet is to be utilized for submittal of bid.

1.3.5. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City. Bids shall be awarded based on the **Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G)** noted in bold on the bid form. **The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each**

Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.

- 1.3.6. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package (Attachment A). (If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.)

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. All bidders who are awarded contracts pursuant to this invitation to bid agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.
- 1.4.2. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

- 1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.
- 1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. 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.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.
- 1.5.5. Iran Divestment Act of Tennessee. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106. Bids not conforming to this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by the City within thirty (30) days after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within ninety (90) days of bid award.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. Deliveries resulting from this ITB are to be made during the normal working hours of the City. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. 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 this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to 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. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified all emergency equipment bid shall have a manufacturer's warranty against defects in material or workmanship for a period of not less than twenty-four (24) months from the date of delivery. Such warranties shall include at a minimum the replacement of defective items within the relative specified amount of time.
- 1.6.7. Returns may be made via direct pickup by vendor's representative, or by commercial carrier at the vendor's discretion. If a commercial carrier is used, shipping costs for the return of merchandise, as well as any replacement costs for items lost in transit, are to be borne by the vendor.

2. SPECIFICATIONS

2.1 Overview

- 2.1.1 It is the intent of these specifications to secure vehicle equipment for the Murfreesboro Police Department.
- 2.1.2 It is not the intent of these specifications to eliminate any bidder, but rather to ensure that the Murfreesboro Police Department will receive emergency vehicle equipment of quality and durability. **Each vehicle equipment item shall be new, unused and constructed of the highest quality materials.**
- 2.1.3 The specification of a particular product brand or style is not intended to limit bids to only those particular brands or styles but is intended to identify the minimum quality desired. Products which are equal or better, and of a comparable quality, and similar in design and appearance to the specified items will be considered. If a bidder wishes to know in advance of submitting its bid if a substituted product will be deemed of equivalent quality, it may submit a sample of the product and information concerning how the product differs from the specification to Shaun Knight. Substituted product(s) and information must be submitted at least five (5) working days in advance of the bid opening for a pre-bid opinion of equivalency. Alternatively, bidders may be required to submit the product and information for review after the bid opening and prior to acceptance.
- 2.1.4 Each bidder shall show a unit price on each item and an extended price on estimated quantities. The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements. All prices shall be inclusive of all charges including installation and delivery. The City is not subject to sales tax. Quantities could be more or less than estimated. Bids shall be awarded based on the **Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form.** The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.
- 2.1.5 The contract period shall be effective for one-year after the bid award date until. All bid prices shall be effective for one year. The contract shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. **Successful bidder shall submit price increases prior to March 1 of each year (2021, 2022, 2023, and 2024) for approval and acceptance by the City.**
- 2.1.6 The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and

capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.

2.2 *Specifications*

Police Vehicle Equipment

- A. VENDOR INFORMATION:** These specifications are intended to describe a set of components to be installed on a police vehicle to be used for law enforcement vehicle equipment. Vehicle equipment offered under this specification shall be equipped with all equipment advertised as standard equipment for vehicle equipment and shall meet or exceed the following detailed requirements:
- B. DETAILED REQUIREMENTS:** All values specified below shall be considered as minimums unless otherwise specified.
1. **Production Model** - The basic design of all equipment offered shall be in full commercial production. No "brand new" or prototype models will be considered prior to the bid opening. Successful bidder shall furnish the most recent full commercial production model available at the time of the bid award. Any further purchases shall include the newest full commercial production model available at that time including any upgrades contingent upon the approval of the City.
 2. **Sample and Demonstration** - Bidder may furnish a complete sample unit for examination and testing on or before opening date and time. A sample unit of the exact configuration proposed by the vendor, must be provided within two (2) weeks, upon request of the procuring agency.
 3. **Performance Testing and Product Evaluation** - The law enforcement emergency vehicle equipment may be field and laboratory tested to verify its acceptable level of performance and conformity to specifications.

Note: This agency also reserves the right to have vehicle equipment items examined by any other qualified agency, for acceptable design construction, fabrication and assembly methods.

- C. TERMS OF AGREEMENT:** The Murfreesboro Police Department does not guarantee the purchase of any specific or minimum quantity of vehicle equipment during the term of this agreement. Purchase orders will be issued for vehicle equipment as needed at the contract unit price.

SECTION A

Item # 1 on Bid Form: The Federal Signal Valor non-linear low profile LED lightbar will meet these specifications; the item bid should be this lightbar.

Manufacturer Item Number: VALR44-MBT Package to include:

Controller: Pathfinder Siren / Light Controller (17 Button)

Siren Speaker: AS124

SECTION B

Item # 1 on Bid Form: The Whelen SP8 package lightbar will meet these specifications; the item bid should be this lightbar.

Manufacturer Item Number: SP8 Package to include:

Controller: CenCom CCSRN3

Siren Speaker: SA315P

SECTION C

Item # on Bid Form: The Setina products package below will meet these specifications; the items bid should be these products.

1	Setina	PK0316ITU122ND	PARTITION
2	Setina	DK0100ITS12	TPO DOOR PANELS
3	Setina	WK059ITU12	WINDOW BARRIER - POLY
4	Setina	BK0534ITU16	PUSH BUMPER – PB400 ALUMINUM
5	Setina	GK11191B1SSCA	DUAL GUN LOCK T-RAIL MOUNTING SYSTEM WITH 1-ELECTRONIC SMALL SHOTGUN & 1-BLAC-RAC LOCK

SECTION D

**Item # on
Bid Form:**

The Jotto Desk/Patriot/Kodiak products package below will meet these specifications; the items bid should be these products.

1	Jotto Desk	425-5032	COMPUTER MOUNT
2	Jotto Desk	425-6614	28" FLOOR PLATE
3	Jotto Desk	425-6205	DUAL CUP HOLDER
4	Jotto Desk	425-6411	ARM REST

SECTION E

**Item # on
Bid Form:**

The Havis products package below will meet these specifications; the items bid should be these products.

1	Havis	DP-F28-A DP-F28-A-B	DOOR PANELS
2	Havis	WGI-F18	WINDOW GUARDS
3	Havis	C-TMW-INUT-02	TUNNEL MOUNT
4	Havis	PKG-PSM-3006	MOUNTING PACKAGE
5	Havis	C-CUP2-E-C	CUP HOLDER
6	Havis	C-ARM-104	TUNNEL MOUNTED ARM REST

SECTION F

**Item # on
Bid Form:**

The AEDEC (Accel Plastics) products package below will meet these specifications; the items bid should be these products.

2	AEDEC	SUVIC1313	FORD INTERCEPTOR SUV
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SECTION G

**Item # on
Bid Form:**

The American Aluminum products package below will meet these specifications; the items bid should be these products.

1	American Aluminum	PF – INTERCEPTOR EXPLORER	E-Z RIDER K-9 PLATFORM UNIT FOR FORD INTERCEPTOR EXPLORER
2	American Aluminum	E/Z RUBBER MAT	RUBBER LINER FOR FORD INTERCEPTOR EXPLORER
3	American Aluminum	E/Z COOLGUARD	E-Z COOL GUARD SYSTEM (TEMPERATURE MONITORING & HEAT ALARM)
4	American Aluminum	E/Z PAGER	HEAT PAGING SYSTEM
5	American Aluminum	E/Z WATER DISH	SPILL PROOF WATER BOWL
6	American Aluminum	E/Z R.E.S.C.U.E.	REMOTE DOOR OPENING SYSTEM
7	American Aluminum	E/Z NARC SAFE	4 COMPARTMENT NARC SAFE

3. BID FORM

**Bid Name: MURFREESBORO POLICE DEPARTMENT
VEHICLE EQUIPMENT 2020**

All prices must include all costs. Items are based on estimated quantities; actual purchases may be more or less than estimation. Costs included in the bid prices shall include material, labor, accessories and any other standard items necessary to make the law enforcement vehicle equipment complete, including freight, and delivery. Pricing for each item shall be effective during initial period until June 30, 2020. A second (2nd), third (3rd), fourth (4th) and fifth (5th) period will be effective pursuant to the requirements set forth in the ITB (1.3.3). The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of bid award, all items will be available for delivery pursuant to the requirements set forth in the ITB. Bids shall be awarded based on the Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form. The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION A</u>				
1	1	<u>FEDERAL SIGNAL</u>	Federal Signal Valor Lightbar VALR44-MBT Package as specified	\$ <u>2586.00</u>
Total Bid Price – Section A				\$ <u>2586.00</u>

Sub-Items – SECTION A

An Attachment labeled Federal Signal – Bid Pricing for this Section (Section A) to include ALL Federal Signal systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Federal Signal products (Items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION B</u>				
1	1	<u>whelen</u>	Whelen SP8 Package Lightbar as specified	\$ <u>2103.00</u>
Total Bid Price – Section B				\$ <u><u>2103.00</u></u>

Sub-Items – SECTION B

An Attachment labeled Whelen – Bid Pricing for this Section (Section B) to include ALL Whelen systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Whelen products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION C</u>				
1	1	<u>Setina</u>	Setina Products Package as specified	\$ <u>1,636.00</u>
Total Bid Price – Section C				\$ <u><u>1,636.00</u></u>

Sub-Items – SECTION C

An Attachment labeled Setina – Bid Pricing for this Section (Section C) to include ALL Setina systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Setina products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION D</u>				
1	1	<u>JOTTO/PATRIOT/KODIAK</u>	Jotto Desk/Patriot/Kodiak Products Package as specified	\$ <u>787.00</u>
Total Bid Price – Section D				\$ <u><u>787.00</u></u>

Sub-Items – SECTION D

An Attachment labeled Jotto Desk/Patriot/Kodiak – Bid Pricing for this Section (Section D) to include ALL Jotto Desk/Patriot/Kodiak systems, accessories and options shall be provided by the respective successful bidder once the

bids have been awarded. Pricing for ALL of the Jotto Desk/Patriot/Kodiak products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION E</u>				
1	1	<u>HAVIS</u>	Havis Products Package as specified	\$ <u>1095.00</u>
Total Bid Price – Section E				\$ <u>1095.00</u>

Sub-Items – SECTION E

An Attachment labeled Havis – Bid Pricing for this Section (Section E) to include ALL Havis systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Havis products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION F</u>				
1	1	<u>AEDEC</u>	AEDEC (Accel Plastics) Products Package as specified	\$ <u>781.00</u>
Total Bid Price – Section F				\$ <u>781.00</u>

Sub-Items – SECTION F

An Attachment labeled AEDEC – Bid Pricing for this Section (Section F) to include ALL AEDEC systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the AEDEC products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION G</u>				
1	1	<u>AMERICAN ALUMINUM</u>	American Aluminum Products Package as specified	\$ <u>4177.00</u>
Total Bid Price – Section G				\$ <u>4177.00</u>

Sub-Items – SECTION G

An Attachment labeled American Aluminum – Bid Pricing for this Section (Section G) to include ALL American Aluminum systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the American Aluminum products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Company: ON-DUTY DEPOT

Form of Business: EMERGENCY VEHICLE UPFITTER

Authorized Signature and Date: *John T. Bradley* 03-18-2020

Name Printed and Title: John T. Bradley, Sales Manager

Address: 5201 Hickory Hollow Parkway

Antioch, TN 37013

Location of Store (if different): _____

Representative and Title: JOHN BRADLEY SALES MANGER

Telephone Number: (931) 994-7358 Fax Number: () N/A

E-Mail: JBRADLEY@ONDUTYDEPOT.COM

Delivery Date: 45 days after receipt of order

Attach reference or bidder information.

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid title: ITB-23-2020 - Police Vehicle Equipment

Company Name: ON-DUTY DEPOT

Mailing Address: 5201 Hickory Hollow Parkway

Antioch, TN 37013

Phone Number: (615)255-7191

Fax Number: () N/A

Company Contact Person: JOHN BRADLEY

Contact Person Cell #: (931) 994-7358

Contact Person E-Mail: JBRADLEY@ONDUTYDEPOT.COM

SIGNATURE SHEET

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

COMPANY NAME: ON-DUTY DEPOT

ADDRESS: 5201 Hickory Hollow Parkway

Antioch, TN 37013

TELEPHONE: 615-255-7191 FAX: N/A

EMAIL: JBRADLEY@ONDUTYDEPOT.COM

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: *John T. Bradley*

TITLE: *Sales Manager*

(Print / type name as signed above): *John T. Bradley*

DATE: *03-18-2020*

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

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

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

ON-Duty Depot
Name of Bidder

John T. Bradley, Sales Manager
Printed Name and Title of Principal Officer

John T. Bradley
Signature by Principal Officer

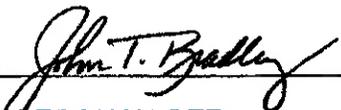
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TN)
 :
County of DAVIDSON)

JOHN BRADLEY, being first duly sworn, deposes and says that;

- (1) The undersigned is the (owner, partner, officer, representative, or agent) of ON-DUTY DEPOT the bidder submitting the attached bid.
- (2) Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)


(Title) SALES MANAGER

Iran Divestment Act

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

Signature:  Date: 03-18-2020

Title: SALES MANAGER

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

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the Purchasing Department to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED BID ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

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

Solicitation No: ITB-23-2020
Solicitation Title: Police Vehicle Equipment
Solicitation Due Date & Time (CST): 03/18/2020, 3:00 pm

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR NAME
FOR POLICE VEHICLE EQUIPMENT**

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 _____, a _____ of the State of _____ ("Contractor").

This Agreement consists of the following documents:

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

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth in Section ____ in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.
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 Price Proposal for Section _____ which reflects a total purchase price of _____ . Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items shall be made within _____ calendar days of order at the _____ . Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. scampbell@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Facilities Maintenance shall be made at 620 W. Main Street, Murfreesboro, TN 37130. 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 ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications. [INSERT CORRECT WARRANTY LANGUAGE]
 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. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional

insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. 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.

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

Notices to City shall be sent to:

Department: City of Murfreesboro Administration

Attention: City Manager

Address: Post Office Box 1139

111 West Vine Street

Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor:

Attention:

Address:

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **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.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.

23. **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.

24. **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

CONTRACTOR

By: _____
Shane McFarland, Mayor

By: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Police Department

Opened March 18th, 2020

**Bid Tabulation Sheet
For
ITB-23-2020 – Police Vehicle Equipment**

Contractors	Price	Iran Divestment	References	Signature Sheet	Non-Collusion/ Drug-Free	GC License
Trucker's Lighthouse	A: \$N/B, B: \$1869, C: \$1426.23, D: \$748, E: \$949.75, F: \$N/B G: \$4580.41	Yes	Yes	Yes	Yes	N/A
Dana Safety Supply	A: \$N/B, B: \$1600, C: \$1665, D: \$831.50, E: \$1066.66, F: \$737.50 G: \$4004	Yes	Yes	Yes	Yes	N/A
On-Duty Depot	A: \$2586, B: \$2103, C: \$1636, D: \$787, E: \$1095, F: \$781 G: \$4177	Yes	Yes	Yes	Yes	N/A

Recommend Award to: Trucker's Lighthouse Section C / D / E – Dana Safety Supply Section B / F / G – On-Duty Depot Section A

Amount of: See Above

Bid Opened by Shaun Knight / Purchasing Analyst

Department Head Signature:  Date: 5.12.2020

THE CITY OF MURFREESBORO

INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids at the Purchasing Department, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, telephone number 629.201.6312. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: 02/28/2020

BID TITLE: Police Vehicle Equipment

CITY CONTACT PERSON: Shaun Knight
Purchasing Department
111 West Vine Street.
Murfreesboro, TN 37130

TELEPHONE NUMBER: 629.201.6312

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged by the Purchasing Department on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
Purchasing Department
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37130-1139

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

BID OPENING DATE: 03/18/2020

BID OPENING TIME: 3:00 pm. Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. Invitation to Bid

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of Police Vehicle Equipment as set forth in the specifications below. Sealed bids will be received by the City of Murfreesboro at the Purchasing Department, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130-1139, until 3:00 p.m. on March 18, 2020, at which time the bids will be opened.
- 1.1.2. Attached are the specifications and bid form for the purchase of Police Vehicle Equipment for the Murfreesboro Police Department. All bids shall be submitted on the attached bid form in sealed envelopes with "ITB-23-2020 - Police Vehicle Equipment" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well.
- 1.1.3. A bid opening date has been set for March 18, 2020 at 3:00 p.m. local time in the Office of the Purchasing Department. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received by the Purchasing Department after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for ensuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.
- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bids may be mailed or delivered to the City of Murfreesboro, Purchasing Department City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37130-1139. All bids shall be submitted on the attached bid form in sealed envelopes with "ITB-23-2020 – POLICE VEHICLE EQUIPMENT" on the outside of the envelope. The City will not accept bid responses submitted

by fax or electronic mail. Failure to provide this information on the envelope may result in the bid not being considered.

- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. A bidder may substitute articles so long as the substitution is equal and/or better and of a comparable quality and similar in design and appearance to specified items (components). Should the bidder wish to bid on items (components) which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such items (components).
- 1.2.4. Bidders must specify manufacturer's name for all items proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, compatibility, and suitability of the substitute with the present emergency vehicle equipment. The City reserves the right to be the sole judge in making such determination.
- 1.2.5. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item will meet the "equal and/or better and of comparable quality and similar in design and appearance as that specified" requirement set forth in 1.2.4 of this Invitation to Bid. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre-bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.6. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.7. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.8. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn.
- 1.2.9. Bid responses may be modified by written notice received and acknowledged by the Purchasing Department prior to the date and time for public opening of bids. Late modifications cannot be considered.

- 1.2.10. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses, samples, and their accompanying documentation will become the record of the City.
- 1.2.11. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.2.12. Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Offerors are encouraged to register with Vendor Registry (registration is required to receive addendums) to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at:
<https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>
- 1.2.13. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.3. Bid Award

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

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

- 1.3.3. **The successful bidder shall provide the item(s) ordered. The bid price shall include all parts, labor, accessories, and any other standard equipment necessary to provide complete and functional emergency vehicle equipment as intended. The initial contract period for this bid quotation is one year from the date of the bid award. All bid prices shall be effective for one year. The second, third, fourth and fifth periods of the contract shall be subject to the following conditions:**

- (1) Second, third, fourth and fifth contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.**

- (2) **Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise in materials and labor shall be subject to comparison to an increase in inflation as measured by the Consumer Price Index. Failure to reach agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.**
- (3) **Successful bidder shall submit price increases prior to March 1 of each year for approval and acceptance by the City unless the City exercises its right to terminate the contract.**

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

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

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or requests for proposal; and
- h. The attached bid sheet is to be utilized for submittal of bid.

1.3.5. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City. Bids shall be awarded based on the **Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form. The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each**

Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.

- 1.3.6. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package (Attachment A). (If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.)

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. All bidders who are awarded contracts pursuant to this invitation to bid agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.
- 1.4.2. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

- 1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.
- 1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. 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.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.
- 1.5.5. Iran Divestment Act of Tennessee. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106. Bids not conforming to this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.6. *Payment and Delivery*

- 1.6.1. Payment will be made by the City within thirty (30) days after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within ninety (90) days of bid award.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. Deliveries resulting from this ITB are to be made during the normal working hours of the City. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. 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 this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to 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. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified all emergency equipment bid shall have a manufacturer's warranty against defects in material or workmanship for a period of not less than twenty-four (24) months from the date of delivery. Such warranties shall include at a minimum the replacement of defective items within the relative specified amount of time.
- 1.6.7. Returns may be made via direct pickup by vendor's representative, or by commercial carrier at the vendor's discretion. If a commercial carrier is used, shipping costs for the return of merchandise, as well as any replacement costs for items lost in transit, are to be borne by the vendor.

2. SPECIFICATIONS

2.1 Overview

- 2.1.1 It is the intent of these specifications to secure vehicle equipment for the Murfreesboro Police Department.
- 2.1.2 It is not the intent of these specifications to eliminate any bidder, but rather to ensure that the Murfreesboro Police Department will receive emergency vehicle equipment of quality and durability. **Each vehicle equipment item shall be new, unused and constructed of the highest quality materials.**
- 2.1.3 The specification of a particular product brand or style is not intended to limit bids to only those particular brands or styles but is intended to identify the minimum quality desired. Products which are equal or better, and of a comparable quality, and similar in design and appearance to the specified items will be considered. If a bidder wishes to know in advance of submitting its bid if a substituted product will be deemed of equivalent quality, it may submit a sample of the product and information concerning how the product differs from the specification to Shaun Knight. Substituted product(s) and information must be submitted at least five (5) working days in advance of the bid opening for a pre-bid opinion of equivalency. Alternatively, bidders may be required to submit the product and information for review after the bid opening and prior to acceptance.
- 2.1.4 Each bidder shall show a unit price on each item and an extended price on estimated quantities. The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements. All prices shall be inclusive of all charges including installation and delivery. The City is not subject to sales tax. Quantities could be more or less than estimated. Bids shall be awarded based on the **Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form. The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.**
- 2.1.5 The contract period shall be effective for one-year after the bid award date until. All bid prices shall be effective for one year. The contract shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. **Successful bidder shall submit price increases prior to March 1 of each year (2021, 2022, 2023, and 2024) for approval and acceptance by the City.**
- 2.1.6 The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and

capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.

2.2 Specifications

Police Vehicle Equipment

- A. VENDOR INFORMATION:** These specifications are intended to describe a set of components to be installed on a police vehicle to be used for law enforcement vehicle equipment. Vehicle equipment offered under this specification shall be equipped with all equipment advertised as standard equipment for vehicle equipment and shall meet or exceed the following detailed requirements:
- B. DETAILED REQUIREMENTS:** All values specified below shall be considered as minimums unless otherwise specified.
1. **Production Model -** The basic design of all equipment offered shall be in full commercial production. No "brand new" or prototype models will be considered prior to the bid opening. Successful bidder shall furnish the most recent full commercial production model available at the time of the bid award. Any further purchases shall include the newest full commercial production model available at that time including any upgrades contingent upon the approval of the City.
 2. **Sample and Demonstration -** Bidder may furnish a complete sample unit for examination and testing on or before opening date and time. A sample unit of the exact configuration proposed by the vendor, must be provided within two (2) weeks, upon request of the procuring agency.
 3. **Performance Testing and Product Evaluation -** The law enforcement emergency vehicle equipment may be field and laboratory tested to verify its acceptable level of performance and conformity to specifications.

Note: This agency also reserves the right to have vehicle equipment items examined by any other qualified agency, for acceptable design construction, fabrication and assembly methods.

- C. TERMS OF AGREEMENT:** The Murfreesboro Police Department does not guarantee the purchase of any specific or minimum quantity of vehicle equipment during the term of this agreement. Purchase orders will be issued for vehicle equipment as needed at the contract unit price.

SECTION A

Item # 1 on Bid Form: The Federal Signal Valor non-linear low profile LED lightbar will meet these specifications; the item bid should be this lightbar.

Manufacturer Item Number: VALR44-MBT Package to include:

Controller: Pathfinder Siren / Light Controller (17 Button)

Siren Speaker: AS124

SECTION B

Item # 1 on Bid Form: The Whelen SP8 package lightbar will meet these specifications; the item bid should be this lightbar.

Manufacturer Item Number: SP8 Package to include:

Controller: CenCom CCSRN3

Siren Speaker: SA315P

SECTION C

Item # on Bid Form: The Setina products package below will meet these specifications; the items bid should be these products.

1	Setina	PK0316ITU122ND	PARTITION
2	Setina	DK0100ITS12	TPO DOOR PANELS
3	Setina	WK059ITU12	WINDOW BARRIER - POLY
4	Setina	BK0534ITU16	PUSH BUMPER – PB400 ALUMINUM
5	Setina	GK11191B1SSSCA	DUAL GUN LOCK T-RAIL MOUNTING SYSTEM WITH 1-ELECTRONIC SMALL SHOTGUN & 1-BLAC-RAC LOCK

SECTION D

Item # on Bid Form: **The Jotto Desk/Patriot/Kodiak products package below will meet these specifications; the items bid should be these products.**

1	Jotto Desk	425-5032	COMPUTER MOUNT
2	Jotto Desk	425-6614	28" FLOOR PLATE
3	Jotto Desk	425-6205	DUAL CUP HOLDER
4	Jotto Desk	425-6411	ARM REST

SECTION E

Item # on Bid Form: **The Havis products package below will meet these specifications; the items bid should be these products.**

1	Havis	DP-F28-A DP-F28-A-B	DOOR PANELS
2	Havis	WGI-F18	WINDOW GUARDS
3	Havis	C-TMW-INUT-02	TUNNEL MOUNT
4	Havis	PKG-PSM-3006	MOUNTING PACKAGE
5	Havis	C-CUP2-E-C	CUP HOLDER
6	Havis	C-ARM-104	TUNNEL MOUNTED ARM REST

SECTION F

**Item # on
Bid Form:**

The AEDEC (Accel Plastics) products package below will meet these specifications; the items bid should be these products.

2

AEDEC

SUVIC1313

FORD INTERCEPTOR SUV

SECTION G

**Item # on
Bid Form:**

The American Aluminum products package below will meet these specifications; the items bid should be these products.

1

**American
Aluminum**

**PF -- INTERCEPTOR
EXPLORER**

**E-Z RIDER K-9 PLATFORM UNIT FOR
FORD INTERCEPTOR EXPLORER**

2

**American
Aluminum**

E/Z RUBBER MAT

**RUBBER LINER FOR FORD
INTERCEPTOR EXPLORER**

3

**American
Aluminum**

E/Z COOLGUARD

**E-Z COOL GUARD SYSTEM
(TEMPERATURE MONITORING &
HEAT ALARM)**

4

**American
Aluminum**

E/Z PAGER

HEAT PAGING SYSTEM

5

**American
Aluminum**

E/Z WATER DISH

SPILL PROOF WATER BOWL

6

**American
Aluminum**

E/Z R.E.S.C.U.E.

REMOTE DOOR OPENING SYSTEM

7

**American
Aluminum**

E/Z NARC SAFE

4 COMPARTMENT NARC SAFE

3. BID FORM

**Bid Name: MURFREESBORO POLICE DEPARTMENT
VEHICLE EQUIPMENT 2020**

All prices must include all costs. Items are based on estimated quantities; actual purchases may be more or less than estimation. Costs included in the bid prices shall include material, labor, accessories and any other standard items necessary to make the law enforcement vehicle equipment complete, including freight, and delivery. Pricing for each item shall be effective during initial period until June 30, 2020. A second (2nd), third (3rd), fourth (4th) and fifth (5th) period will be effective pursuant to the requirements set forth in the ITB (1.3.3). The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of bid award, all items will be available for delivery pursuant to the requirements set forth in the ITB. Bids shall be awarded based on the **Total Bid Price** for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form. The successful bidder for each individual Section will also be awarded ALL manufacturer systems, accessories and options for that Section with pricing to be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item. An Attachment for each Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) shall be provided to the City by the respective successful bidder once the bids have been awarded. Awarded bidder(s) will honor price(s) for other local governments and ALL Departments in the City of Murfreesboro.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION A</u>				
1	1	<u>N/B</u>	Federal Signal Valor Lightbar VALR44-MBT Package as specified	\$ <u>N/B</u>
Total Bid Price – Section A				\$ <u>N/B</u>

Sub-Items – SECTION A

An Attachment labeled Federal Signal – Bid Pricing for this Section (Section A) to include ALL Federal Signal systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Federal Signal products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION B</u>				
1	1	<u>WHELEN CENATOR</u>	Whelen SP8 Package Lightbar as specified	\$ 1869.00
Total Bid Price – Section B				<u>\$ 1869.00</u>

Sub-Items – SECTION B

An Attachment labeled Whelen – Bid Pricing for this Section (Section B) to include ALL Whelen systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Whelen products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION C</u>				
1	1	<u>SETINA</u>	Setina Products Package as specified	\$ 1426.33
Total Bid Price – Section C				<u>\$ 1426.33</u>

Sub-Items – SECTION C

An Attachment labeled Setina – Bid Pricing for this Section (Section C) to include ALL Setina systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Setina products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION D</u>				
1	1	<u>JOTTO</u>	Jotto Desk/Patriot/Kodiak Products Package as specified	\$ 748.00
Total Bid Price – Section D				<u>\$ 748.00</u>

Sub-Items – SECTION D

An Attachment labeled Jotto Desk/Patriot/Kodiak – Bid Pricing for this Section (Section D) to include ALL Jotto Desk/Patriot/Kodiak systems, accessories and options shall be provided by the respective successful bidder once the

bids have been awarded. Pricing for ALL of the Jotto Desk/Patriot/Kodiak products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>COST EACH</u>
<u>SECTION E</u>				
1	1	<u>HAVIS</u>	Havis Products Package as specified	\$ <u>949.75</u>
Total Bid Price – Section E				\$ <u><u>949.75</u></u>

Sub-Items – SECTION E

An Attachment labeled Havis – Bid Pricing for this Section (Section E) to include ALL Havis systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the Havis products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION F</u>				
1	1	<u>N/B</u>	AEDEC (Accel Plastics) Products Package as specified	\$ <u>N/B</u>
Total Bid Price – Section F				\$ <u><u>N/B</u></u>

Sub-Items – SECTION F

An Attachment labeled AEDEC – Bid Pricing for this Section (Section F) to include ALL AEDEC systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the AEDEC products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

<u>SECTION G</u>				
1	1	<u>AMERICAN</u>	American Aluminum Products Package as specified	\$ <u>4580.41</u>
Total Bid Price – Section G				\$ <u><u>4580.41</u></u>

Sub-Items – SECTION G

An Attachment labeled American Aluminum – Bid Pricing for this Section (Section G) to include ALL American Aluminum systems, accessories and options shall be provided by the respective successful bidder once the bids have been awarded. Pricing for ALL of the American Aluminum products (items) shall be based on a percentage (%) discount off of the Manufacturer Suggested Retail Price (MSRP) of each item.

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Company: truckers light house

Form of Business: POLICE LIGHTING INSTALL

Authorized Signature and Date: Chris Keith

Name Printed and Title: Chris Keith sales manager

Address: 201 crutch feild ave nashville tn 37210

Location of Store (if different): _____

Representative and Title: Chris Keith sales manager

Telephone Number: (615) 482-6108 Fax Number: ()

E-Mail: CHRIS@TRUCKERSLIGHTHOUSE.COM

Delivery Date: TBD

Attach reference or bidder information.

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid title: ITB-23-2020 - Police Vehicle Equipment

Company Name: Truckers Lighthouse

Mailing Address: 201 crutch feild ave nashville tn 37210

Phone Number: (615) 482-6108

Fax Number: ()

Company Contact Person: Chris Keith

Contact Person Cell #: (615) 482-6108

Contact Person E-Mail: CHRIS@TRUCKERSLIGHTHOUSE.COM

SIGNATURE SHEET

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

COMPANY NAME: TRUCKERS LIGHTHOUSE

ADDRESS: 201 crutch feild ave nashville tn 37210

TELEPHONE: 615-482-6108 FAX: _____

EMAIL: CHRIS@TRUCKERSLIGHTHOUSE.COM

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: *Chris Keith*

TITLE: sales manager

(Print / type name as signed above): CHRIS KEITH

DATE: 3/17/2020

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

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

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

Truckers Lighthouse

Name of Bidder

CHRIS KEITH SALES MANAGER

Printed Name and Title of Principal Officer

Chris Keith

Signature by Principal Officer

Iran Divestment Act

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

Signature: Chris Keith Date: 3/17/2020

Title: sales manager

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

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CONTRACTOR NAME
FOR POLICE VEHICLE EQUIPMENT**

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 _____, a _____ of the State of _____ ("Contractor").

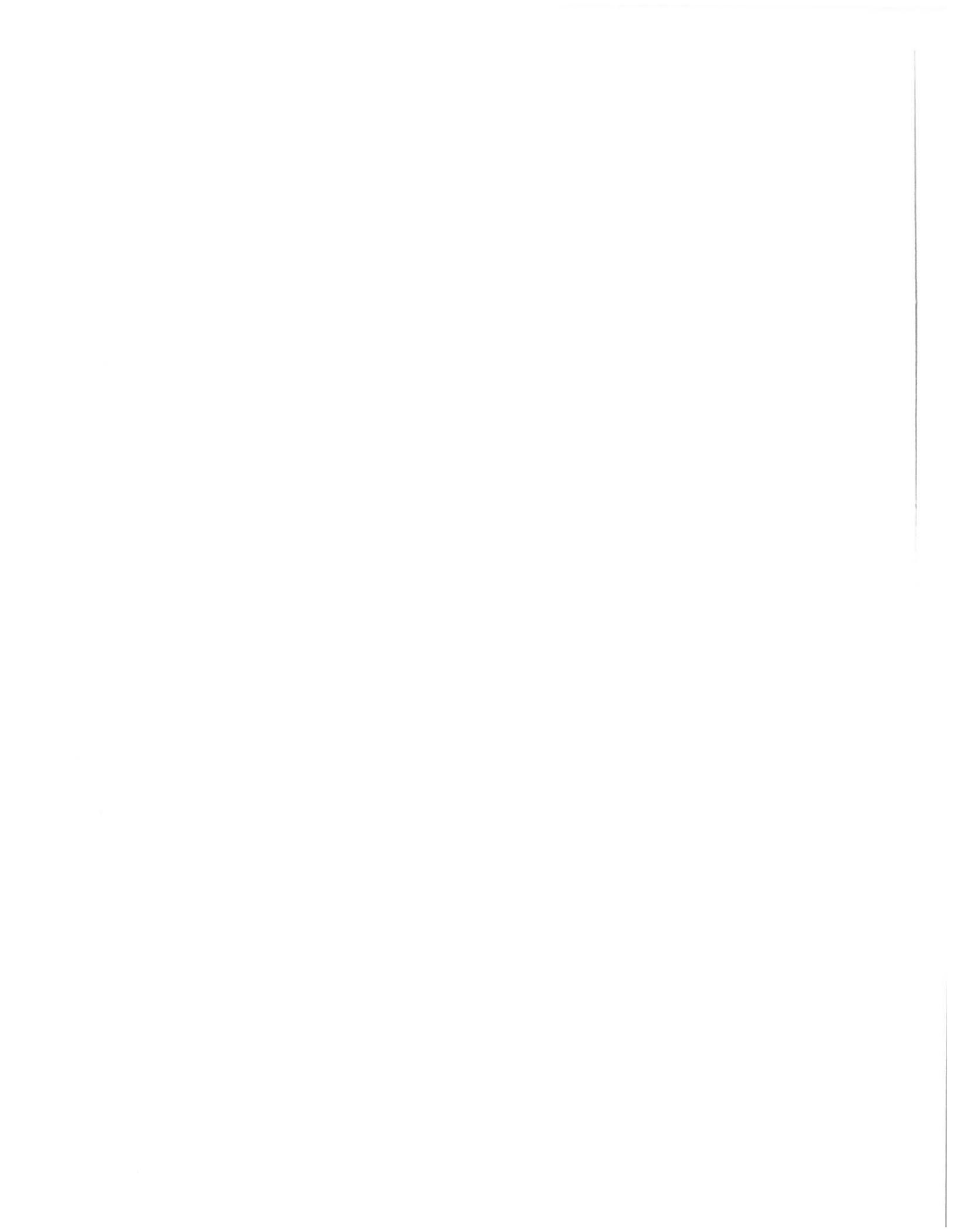
This Agreement consists of the following documents:

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

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment set forth in Section _____ in accordance with the Solicitation, Contractor's Proposal, and Price Proposal.
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 Price Proposal for Section _____ which reflects a total purchase price of _____ . Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items shall be made within _____ calendar days of order at the _____ . Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. scampbell@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Facilities Maintenance shall be made at 620 W. Main Street, Murfreesboro, TN 37130. 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 ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications. [INSERT CORRECT WARRANTY LANGUAGE]
 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. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional

insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. 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.

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

Notices to City shall be sent to:

Department: City of Murfreesboro Administration

Attention: City Manager

Address: Post Office Box 1139

111 West Vine Street

Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor:

Attention:

Address:

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **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.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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

CONTRACTOR

By: _____
Shane McFarland, Mayor

By: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



Truckers Lighthouse, Inc
 201 Crutchfield Ave
 Nashville TN 37210
 United States

Quote
 #EST947
 3/17/2020

Bill To

CITY OF MURFREESBORO (PD)
 1004 NORTH HIGHLAND
 MURFREESBORO TN 37130
 United States

TOTAL

\$748.00

Expires: 6/15/2020

Expires
 6/15/2020

Exp. Close
 3/17/2020

Sales Rep
 Chris Keith

Shipping Method

Quantity	Item	Options	Rate	Amount
1	JOT425-6205 Dual Cup Holder External Mount		\$35.00	\$35.00
1	JOT425-6411 CONSOLE UNIVERSAL ARMREST ADJU		\$88.00	\$88.00
1	JOT425-5032/4139 Computer Mounts (HD) with A-MOD XL Desktop 2020 FORD UTILITY		\$542.00	\$542.00
1	JOT425-6614 PI Sedan 13+ (28" FLP - Front/Rear Legs)		\$83.00	\$83.00

Subtotal	\$748.00
Tax Total (%)	\$0.00
Total	\$748.00



EST947



Truckers Lighthouse, Inc
 201 Crutchfield Ave
 Nashville TN 37210
 United States

Quote
 #EST954
 3/17/2020

Bill To

CITY OF MURFREESBORO (PD)
 1004 NORTH HIGHLAND
 MURFREESBORO TN 37130
 United States

TOTAL

\$949.75

Expires: 6/15/2020

Expires
 6/15/2020

Exp. Close
 3/17/2020

Sales Rep
 Chris Keith

Shipping Method

Quantity	Item	Options	Rate	Amount
1	HVDP-F28-A 2020 Ford Interceptor Utility Aluminum Door Panel Kit For 2 Doors		\$170.00	\$170.00
1	HVWGI-F18 WNDGD,INT,KIT,INUT,13-19,		\$146.00	\$146.00
1	HVC-TMW-INUT-02 Tunnel Mount Assembly for 2020 Ford Interceptor Utility		\$95.00	\$95.00
1	HVPKG-PSM-3006 2020 Ford Interceptor Utility and Ford Retail Explorer Premium Passenger Side Mount Package		\$421.00	\$421.00
1	HVC-CUP2-E-C CON,ACSY,CUPHLDR,EM,DUAL,SP		\$23.75	\$23.75
1	HVC-ARM-104 CON,ACSY,ARM,TRKM,10h,LPD,FLP,H-ADJT,		\$94.00	\$94.00
			Subtotal	\$949.75
			Tax Total (%)	\$0.00
			Total	\$949.75



EST954

CITY OF MURFREESBORO BID % DISCOUNT

LIST

SECTION B WHELEN 43.3 % OFF LIST

SECTION C SETINA 22% OFF LIST

SECTION D JOTTO 23% OFF LIST

SECTION E HAVIS 22% OFF LIST

SECTION G AMERICAN ALUMINUM 20% OFF LIST



Truckers Lighthouse, Inc
 201 Crutchfield Ave
 Nashville TN 37210
 United States

Quote
 #EST956
 3/17/2020

Bill To

CITY OF MURFREESBORO (PD)
 1004 NORTH HIGHLAND
 MURFREESBORO TN 37130
 United States

TOTAL

\$1,613.33

Expires: 6/15/2020

Expires
 6/15/2020

Exp. Close
 3/17/2020

Sales Rep
 Chris Keith

Shipping Method

Quantity	Item	Options	Rate	Amount
1	SEPK0316ITU122ND Cargo Area Rear Partition #12VS Stationary Window Coated Polycarbonate *FOR USE WITH: -2nd Row Seat		\$303.20	\$303.20
1	SEDK0100ITS12 Door Panel S TPO Plastic Black Installs Over OEM Door Panels		\$170.00	\$170.00
1	SEBK0534ITU16 PB400 VS Bumper Full Bumper Aluminum		\$252.13	\$252.13
1	SEGK11191B1SSCA Dual T-Rail Mount 1 Small 1 1082E Blac-Rac, Trigger Guard and Receiver ***NEW COLD WIRE TECHNOLOGY INCLUDED*** SOLD SEPARATELY Momentary Switch, Required if NOT wiring into Smart Siren Controller		\$701.00	\$701.00
1	SEWK059ITU12 WINDOW BARRIERS POLY CARBONATE		\$187.00	\$187.00

Subtotal \$1,613.33

Tax Total (%) \$0.00

Total \$1,613.33



EST956



Truckers Lighthouse, Inc
 201 Crutchfield Ave
 Nashville TN 37210
 United States

Quote
#EST948
 3/17/2020

Bill To

CITY OF MURFREESBORO (PD)
 1004 NORTH HIGHLAND
 MURFREESBORO TN 37130
 United States

TOTAL

\$1,869.00

Expires: 6/15/2020

Expires
 6/15/2020

Exp. Close
 3/17/2020

Sales Rep
 Chris Keith

Shipping Method

Quantity	Item	Options	Rate	Amount
1	/SN CENATOR PACKAGE DUO LIGHT BAR CCSRN3 SIREN SPEAKER THEY NO LONGER MAKE THE SP8 PACKAGE		\$1,869.00	\$1,869.00

Subtotal	\$1,869.00
Tax Total (%)	\$0.00
Total	\$1,869.00



EST948



Truckers Lighthouse, Inc
 201 Crutchfield Ave
 Nashville TN 37210
 United States

Quote
 #EST957
 3/17/2020

Bill To

CITY OF MURFREESBORO (PD)
 1004 NORTH HIGHLAND
 MURFREESBORO TN 37130
 United States

TOTAL

\$4,580.41

Expires: 6/15/2020

Expires
 6/15/2020

Exp. Close
 3/17/2020

Sales Rep
 Chris Keith

Shipping Method

Quantity	Item	Options	Rate	Amount
1	/SN EZPF_INTER		\$2,080.72	\$2,080.72
1	/SN COLL GUARD PRO		\$1,625.00	\$1,625.00
1	/SN COOL GUARD PAGER		\$338.55	\$338.55
1	/SN WATER BOWL		\$92.77	\$92.77
1	/SN NARC SAFE		\$443.37	\$443.37
			Subtotal	\$4,580.41
			Tax Total (%)	\$0.00
			Total	\$4,580.41



EST957

**Bid Tabulation Sheet
For
ITB-23-2020 – Police Vehicle Equipment**

Contractors	Price	Iran Divestment	References	Signature Sheet	Non-Collusion/ Drug-Free	GC License
Trucker's Lighthouse	A: \$N/B, B: \$1869, C: \$1426.23, D: \$748, E: \$949.75, F: \$N/B G: \$4580.41	Yes	Yes	Yes	Yes	N/A
Dana Safety Supply	A: \$N/B, B: \$1600, C: \$1665, D: \$831.50, E: \$1066.66, F: \$737.50 G: \$4004	Yes	Yes	Yes	Yes	N/A
On-Duty Depot	A: \$2586, B: \$2103, C: \$1636, D: \$787, E: \$1095, F: \$781 G: \$4177	Yes	Yes	Yes	Yes	N/A

Recommend Award to: Trucker's Lighthouse Section C / D / E – Dana Safety Supply Section B / F / G – On-Duty Depot Section A

Amount of: See Above

Bid Opened by Shaun Knight / Purchasing Analyst

Department Head Signature: 

Date: 5.12.2020

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Contract Extension - Laundry and Dry-Cleaners Services

Department: Police/Fire

Presented by: Chief Michael Bowen/Fire Chief Mark Foulks

Requested Council Action:

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

Summary

Service contract for laundry and dry-cleaning services

Staff Recommendation

Approve the extension of the contract between the City and Heritage Cleaners, LLC.

Background Information

The initial contract approved by Council on July 12, 2018. The proposed amendment will extend the contract and allow continuation of the necessary services.

Fiscal Impacts

The services will be funded from the Police and Fire Department FY21 budget.

Attachments:

1. Contract with Heritage Cleaners
2. 2nd Amendment to contract Heritage Cleaners

Agreement for Laundry & Dry-Cleaning Services

This Agreement is entered into and effective as of the 1st day of July, 2018, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Heritage Cleaners LLC, a Limited Liability Corporation ("Contractor") of State of the Tennessee.

This Agreement consists of the following documents:

- This document
- "ITB-26-2018 – Laundry & Dry-Cleaning Services" issued 04/17/2018 (the "Solicitation");
- Contractor's Proposal, dated 05/08/2018 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 05/08/2018 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

Provide the following services based on "ITB-26-2018 – Laundry & Dry-Cleaning Services" listed under "Bid Specifications" of the ITB.

2. Term. The term of this Agreement commences on the Effective Date, July 1, 2018, and expires on June 30, 2019, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

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

3. Compensation; Method of Payment. Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.

4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Chad McCaslin
 Heritage Cleaners
 960 NW Broad St
 Murfreesboro, TN 37129

- 8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory

law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

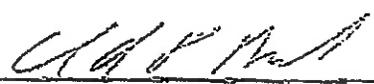
Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- 13.1 The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 13.2 The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - 13.3 The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
 15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
 16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
 17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of July 1, 2018 (the "Effective Date").

Heritage Cleaners LLC

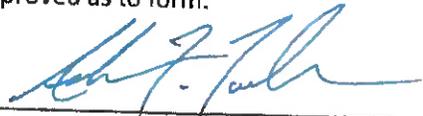


By: Chad McCaslin
Its: President

City of Murfreesboro, Tennessee

By: 
Shane McFarland, Mayor

Approved as to form:


Adam F. Tucker, Interim City Attorney

**SECOND AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
HERITAGE CLEANERS
LAUNDRY & DRY-CLEANING SERVICES**

This Second Amendment ("Second Amendment") to the Contract entered July 1, 2018 ("Contract") is effective as of this July 1 2019, by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Heritage Cleaners LLC, a Limited-Liability Corporation of State of Tennessee, ("Contractor").

RECITALS

WHEREAS, on July 1, 2018, the City entered into a contract with Heritage Cleaners LLC., for Laundry & Dry-Cleaning Services for the Police & Fire Department; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2018 to June 30, 2020; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 2 of the current Contract for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2020 until June 30, 2021.

CITY OF MURFREESBORO

HERITAGE CLEANERS:

By: _____
Shane McFarland, Mayor

By: _____
Chad McCaslin, President

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Contract with TDOT for Improve Act Funds
Department: Transportation – Rover
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

State contract for \$6,000,000 in Improve Act funding for Transit Center.

Staff Recommendation

Approve Contract with TDOT to secure federal grant funding until June 30, 2025.

Background Information

The City has secured \$6,000,000 in federal funds for the Murfreesboro Transit Center from the state under the Tennessee Improve Act. This award is composed of two \$3,000,000 grants. One of these grant agreements expires June 30, 2020. The City is still in planning process and needs to extend the expiring grant. The state will extend the grant through a new agreement that combines both grants into a single \$6,000,000 grant that expires June 30, 2025.

Council Priorities Served

Responsible budgeting

Use of State funds benefits the City by reducing the amount of City revenues allocated for transit-related expenses.

Fiscal Impact

The new agreement does not alter the amount of the City's 25% matching funds designated for the Transit Center project, which has a project costs of \$8,000,000. The City's \$2,000,000 portion will be funded through the Capital Investment Program in a future CIP Budget.

Attachments

1. Grant Contract TDOT Project # 75IMPV-S3-003

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2020		End Date 6/30/2025		Agency Tracking # 40100-23420	
Edison ID				Edison Vendor ID 4110	
Grantee Legal Entity Name City of Murfreesboro				Edison Vendor ID 4110	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor			CFDA # Grantee's fiscal year end June 30		
Service Caption (one line only) SFY 2021 IMPROVE Act Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$6,000,000.00				\$6,000,000.00
TOTAL:	\$6,000,000.00				\$6,000,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			TDOT considers agencies' geographic distribution, and distribution amongst rural and urban agencies, and evaluates benefits, impact, project readiness, leverage potential of funding, and local and MPO financial support.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

Address #12

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with all state and applicable federal rules and requirements regarding procurement, construction, and project reimbursement.
- A.3. The Grantee shall utilize funds for capital assistance to support public transportation services in Tennessee as described in Grantee's 2021 IMPROVE Act Grant Award Application, submitted to and as approved by State.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
 - b. the Grantee's SFY 2021 IMPROVE Act Grant Award Application, submitted to and as approved by State.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on June 30, 2025 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Million Dollars and No Cents (\$6,000,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Tennessee
 Multimodal Transportation Resources Division
 505 Deaderick Street – James K. Polk Building, Suite1200
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Tennessee, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Christopher Turner, Transportation Program Monitor 2
 Tennessee Department of Transportation
 Multimodal Transportation Resources Division
 James K. Polk Building, Suite 1200
 505 Deaderick Street
 Nashville, Tennessee 37243
 christopher.turner@tn.gov
 Telephone # (615) 253-1033
 FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
 rbrashear@murfreesborotn.gov
 Telephone Number: (615) 893-6441
 FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;

- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. §

12-7-103(d).

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E4 Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.
- The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations

related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)



ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615)741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

January 9, 2018

Mr. Jim Kerr, Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: IMPROVE Act Application for Transit Facility

Dear Mr. Kerr:

I am pleased to inform you that TDOT has selected the City of Murfreesboro's application for funding under the IMPROVE Act Competitive Transit Capital Grant Program. The award is for \$3,000,000 in State Fiscal Year (SFY) 2018 and an additional \$3,000,000 in SFY2019. Staff will be in contact with you about getting a contract in place.

Congratulations on the selection of your project for funding. TDOT thanks you for your commitment to providing public transportation in your community. If you have any questions or need additional information, please feel free to contact Mr. Matthew Long at 615-770-1039 or via email at matthew.long@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Liza M. Joffrion".

Liza M. Joffrion
Director

cc: Toks Omishakin, Deputy Commissioner
Larry Sanborn, Multimodal Assistant Director
Matthew Long, Multimodal Transit Manager
Russ Brashear, Assistant Transportation Director

PART I – APPLICANT INFORMATION

Agency Staff

Executive Director of Transit Agency: Jim Kerr

Grant Application Point of Contact: Russ Brashear

Point of Contact Title: Assistant Transportation Dir.

Email Address: rbrashear@murfreesborotn.gov

Phone Number: 615-893-6441 x1643

Street Address: 111 West Vine St.

City and Zip Code: Murfreesboro, TN 37130

Compliance Status

If the applicant has any overdue corrective actions that are the result of past FTA or TDOT compliance reviews or audits, please explain.

Nothing overdue as of 10/31/17. Currently working on corrective actions due from Triennial. Please see Attachment "J"

PART II – PROJECT INFORMATION

Project Details

- 1) Project Name: Transit Facility
- 2) MPO/RPO/TPO: Nashville Area MPO
- 3) Does the proposed project have the support of the local RPO/MPO/TPO, indicating support for the project? Yes No

***Attach a letter of support** from the corresponding RPO/MPO/TPO that details how the proposed project helps accomplish Long Range Transportation and/or Coordination Plan activities.

- 4) Please check all that apply.

- Transit Center
- Administration, Maintenance, and Storage Facilities and Equipment
- Bus Rapid Transit or Fixed Guideway Stations
- Park and Ride Lots
- ROW Acquisition for Transit and Transit Oriented Development (TOD) Projects
- Intelligent Transportation System (ITS) and Technology
- Passenger Amenity Projects
- Transit Fueling and Electric Charging Stations
- Rolling Stock and Associated Equipment
- Safety and Security Equipment
- Other (Please be specific):

5) Urban Area/s to Benefit from the Project:

- | | |
|--------------------------------|----------|
| 1. <u>City of Murfreesboro</u> | 4. _____ |
| 2. <u>RTA</u> | 5. _____ |
| 3. _____ | 6. _____ |

6) Rural Areas / Counties to Benefit from the Project:

- | | |
|----------------------|-----------|
| 1. <u>Rutherford</u> | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

7) Is the proposed project located within a County designated as exhibiting signs of economic distress* (see attached TDEC map, counties coded in blue)? Yes No

If yes, identify the counties exhibiting economic distress that will benefit from the proposed project.

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Project Description

Provide a detailed description of the proposed project and the scope of all work to be performed. Include a map of the proposed project area and/or photos of the proposed project items, if applicable. Attach a separate sheet if necessary.

Since its inception in 2007, the City of Murfreesboro Public Transportation System, Rover, has had its maintenance and supervisory offices located on Florence Road in the City's Public Works facility. It is temporarily housed in a spare portion of the Solid Waste building. This facility is remotely located from the transit customer base and as such is not convenient for public access and use. Rover's administrative and ticket offices are currently located at 111 West Vine Street in City Hall. Further, the primary hub of the transit system on the corner of Burton and Walnut Streets is located approximately 7.5 miles from the public works facility thus resulting in unnecessary additional mileage on the Rover fleet of buses as well as unnecessary personnel travel time.

Given the existing inefficiencies and increasing ridership of the Rover system, the City of Murfreesboro is considering the construction of a comprehensive transit facility for passenger boarding and transferring, as well as a place to house, dispatch, operate, administrate, train and maintain the public transit system for the City with ability for this facility to expand as future service need and financial capability warrants.

Over the last several years, staff has been working to obtain a new centralized site and ultimately a new building that would better accommodate public transit operations with a focus on customer convenience and operational efficiency. This project will utilize Federal Transit Administration (FTA) funds and as such, the project must be conducted in accordance with federal regulations and guidelines. The first phase of the project was completed in 2011 wherein the City undertook formulation of a Transit Facility Needs Assessment and Location Study. This study identified space needs, site identification and assessment, provided cost analysis and a planning level site layout which effectively identified nine potential sites that met the minimum baseline requirements for a functional transit facility. Through a matrix evaluation process, the nine sites were reduced to one which ultimately resulted in selection of a Locally Preferred Alternative (LPA). The preferred location combines two parcels located at 615 and 625 West Main Street. The preliminary design and NEPA phases have been completed. RFP's for final design and construction administration were received on October 31, 2017, selection of consultant should occur before December 31.

The anticipated facility would include approximately 8400 square feet of space on the bottom floor with an additional 4,300 square feet of expansion on the second floor, 17 bus bays with covered waiting area, staff parking of approximately 30 vehicles.

*Please see the attachment "F" for the schematic layout of the facility

Project Benefits

1) Safety

Discuss how the proposed project benefits the health, safety, and welfare of the public.

- Does the project improve safety for passengers or others?
- Does the project enable the agency to maintain assets in a state of good repair?
- Please provide supporting data or metrics if available.

This project, when complete, will be a safe environment for our passengers as well as RTA passengers to wait in a well lit climate controlled environment with comfortable seating areas and accessible restrooms. The design will greatly enhance the safety of transferring from one route to another by keeping passengers out of the flow of incoming and outgoing buses. Currently it is a simple open lot with passengers freely walking around on the lot as the buses are coming and going. Our Rolling Stock Assets will continue to be serviced at the City's Fleet Maintenance Facility.

2) Reduction of Congestion

Discuss how the proposed project promotes the reduction of congestion.

- How will the proposed project impact public transit ridership?
- How will it impact overall transit system performance?
- Please provide supporting data or metrics if available.

The current Bus Hub is located in what has been a heavy construction area for a few years with multiple road closures and poor lighting at night. The area is simply not ideal anymore for a service that is growing and needs to expand. The lot itself has zero room for expansion.

Overall performance will be enhanced with the ability to be more flexible with routes and connect with other systems such as RTA. The proximity of the lot to the Rail Line makes it attractive for the possibility of future passenger rail. Please see Attachment "E"

3) Economic Development

Discuss how the proposed project promotes economic development.

- Does the project impact the ability of employees to reach their place of employment?
- Does the project have other economic development benefits?
- Please provide supporting data or metrics if available.

In a recent survey being funded by TDOT, it has become a growing concern of the riders that our current service configuration does not provide sufficient transportation to gain or maintain employment. 60% of Survey Respondents indicated they have missed out on employment opportunities due to lack of Transportation. While we will most likely enhance service before the Transit Center is built, our expansion options are limited until it is completed. Industrial employers, Veterans advocacy groups, and the Chamber of Commerce have expressed a desire for transportation options that will make some of their applicants more employable as well. The Transit Facility will be located in what is known as the "Bottoms", which is the area south of Broad Street from Main Street to Church Street.. The City has recently completed a Bottoms Study and identified it as an area to be revitalized and renovated for future growth in the downtown area. The Transit Facility will be part of the initial revitalization.

Please see attachment "G" Historic Bottom Overview

Project Readiness

- 1) ***Attach a Proposed Project Timeline.** Include activities that have been completed.
- 2) Estimated Date TDOT should expect the first reimbursement invoice request: Dec 2018
- 3) Estimated Date TDOT should expect the last reimbursement invoice request: Jun 2021

For Proposed Construction Projects Only

- a) Has any level of preliminary engineering and/or request for proposal activities been completed? Yes No

If yes, please provide a brief explanation.

Preliminary engineering has been performed and NEPA approval letter is attached see attachment B. NEPA letter received in June 2017(See Attachment "B"). RFP for final design and construction administration was received on October 31, 2017, final selection should occur before December 31, 2017.

- b) Is any part of the project to be constructed inside State or Federal highway right-of-way? Yes No
- c) Will the project impact an existing or eligible National Register Historic Site or District? Yes No
- d) Does the project include a pedestrian/bike bridge or tunnel or impact an existing TDOT structure? Yes No
- e) Does the project exist within 200-ft of a railroad or will any part of the project impact a rail line? Yes No
- f) Is the proposed project within a designated floodplain? Yes No
- g) Estimated start date for construction: October 2019

Leverage of Federal Funds

1) Does the proposed project include any federal program funds?

Yes No

2) Is the applicant applying for competitive federal funds for this project?

Yes No

If yes, detail the application information below:

Program: N/A

Federal \$ N/A

Required Minimum Non-Federal Match \$ N/A

Non-Federal Match Proposed in Federal Grant Application \$ N/A

Application Due Date: N/A

Provide any additional notes to the federal grant applications/awards for the proposed project:

The City of Murfreesboro has dedicated all of it's 5307 funds for 2014 to this project. That Federal Grant number is TN-2017-052-00 for \$1,250,000 in federal funds to be used for final design, ROW, and construction. The City will also obligate 808,582 of the 2014 redistributed 5307 funds as well as 1,278,914 of the 2016 5307 funds

3) Would a commitment of state funds have the potential to help the transit agency leverage discretionary federal funds? Yes No

a. If yes, please provide a brief description.

N/A

b. If yes, does the proposed non-federal contribution (local+state) exceed the minimum match required for federal funds? Yes No

Local Support for Project

***Please attach a Commitment Letter** from the governing body confirming the availability and source of local funds to support the proposed project. See Attachment "H"

Project Budget

The proposed project may or may not include federal funds but the maximum state share of the project is limited to three times the local share of the project.

Examples:

- A \$4M project may be funded by \$3M state and \$1M local with no use of federal funds.
- A \$10M project may be funded with \$6M federal, \$3M state, and \$1M local funds.

Please complete the budget amounts to fund the proposed project.

Requested IMPROVE Act Funds:	\$ <u>6,000,000</u>
Local Tax Revenue Matching Funds:	\$ <u>2,442,412</u>
Contract Revenue Matching Funds:	\$ <u>0.00</u>
Other State Funds:	\$ <u>442,212 will be our 10% capital match for our 5307 funds</u>
Federal Funds:	\$ <u>3,539,302</u>
Other Funds:	\$ <u>0.00</u>
TOTAL PROPOSED PROJECT:	\$ <u>12,424,127</u>

City is requesting \$3M for 2017 and \$3M for 2018

- 1) Please provide details for any funds categorized as "Other State Funds", "Contract Revenues", and Other (specify).

442,212 will be our 10% capital match for our 5307 funds

- 2) In some cases, TDOT may consider funding a portion of the proposed project. Would the applicant consider accepting a reduced project scope/amount of funding?

Yes No

If yes, provide a narrative on how a reduced amount of funding would impact the proposed project details, description, benefits, and/or budget.

N/A

Evaluation Criteria

Project applications are evaluated and awarded funds based on a competitive selection process by TDOT that takes into consideration several evaluation criteria, geographic distribution, and distribution amongst rural and urban transit agencies.

Scoring Factors

Applicant Compliance Status – 5 points

Project Benefits – 60 points

Project Readiness – 20 points

Project Location in Economically Distressed County – 5 points

Non-Federal Support in Excess of Minimum Required – 5 points

Local Support in Excess of Minimum Required– 5 points

TOTAL – 100 points

END OF APPLICATION

ATTACHMENT TWO

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$6,000,000.00	\$0.00	\$6,000,000.00	\$2,000,000.00	\$8,000,000.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$6,000,000.00	\$0.00	\$6,000,000.00	\$2,000,000.00	\$8,000,000.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$6,000,000.00	\$0.00	\$6,000,000.00	\$2,000,000.00	\$8,000,000.00
TOTAL	\$6,000,000.00	\$0.00	\$6,000,000.00	\$2,000,000.00	\$8,000,000.00

ATTACHMENT THREE

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

COUNCIL COMMUNICATION

Meeting Date: 6/18/2020

Item Title: Contract Amendment with TripSpark
Department: Transportation – Rover
Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract amendment for software used in transit operations that aligns contract term with Fiscal Year.

Staff Recommendation

Approve Contract Amendment with TripSpark.

Background Information

Software provided by Trapeze Software Group, Inc. (d/b/a TripSpark) has been used for Rover scheduling, tracking, and reporting since 2014. This amendment aligns the agreement with the City’s fiscal year in FY20 and going forward. This prevents overlapping fiscal year reimbursement challenges with the state.

Council Priorities Served

Responsible budgeting

Aligning the contract with our fiscal years will provide a seamless and more timely reimbursement process with the state.

Fiscal Impact

None. Federal funds fully reimburse the costs associated with this agreement.

Attachments

1. Amendment No. 1
2. Contract with TripSpark

**AMENDMENT #1
OF
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TRAPEZE SOFTWARE GROUP, INC.
d.b.a. TRIPSPARK FOR
SYSTEM SUPPLY AND SUPPORT AGREEMENT**

WHEREAS, the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, entered into a System Supply and Support Agreement on July 1, 2017; and

WHEREAS, the term of the contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark is from July 1, 2017, until such time that the City provides 90 days written notice of termination of the contract; and

WHEREAS, pursuant to Clause 8, Payment of Maintenance Fees and Hosting Fees, Exhibit E only set forth such fees effective through June 5, 2020; and

WHEREAS, the City desires to continue using the software and services provided by Contractor through June 30, 2021;

NOW THEREFORE, the Exhibit E is amended as follows:

1. The parties agree to extend the pricing through June 30, 2021, as set forth in the following Invoices:
 - a. Invoice STMAU20034 dated May 28, 2020, covering 06/06/2020 - 06/30/2020 in the amount of \$2,161.45 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - b. Invoice STMAU20035 dated May 28, 2020, covering 07/01/2020 – 06/30/2021 in the amount of \$31,125.00 for Streets – Core, Ranger, Route Monitor, MyRide/Web Services Up to 14 fixed route vehicles
 - c. Invoice TSMAU20014 dated June 06, 2020, covering 06/06/2020 – 06/30/2020 in the amount of \$353.82 for Hosting Services
 - d. Invoice TSMAU200315 dated May 28, 2020, covering 07/01/2020 – 06/30/2021 in the amount of \$5,095.00 for Hosting Services

2. In all other respects the prior contract between the City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark, is affirmed and renewed with no changes or modifications.

CITY OF MURFREESBORO

TRAPEZE SOFTWARE GROUP, INC. D.B.A. TRIPSPARK

By: _____
Shane McFarland, Mayor

By: Naomi Schellenberg
Naomi Schellenberg
Director, Client Services - Transit

Approved as to form:

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

**Contract between City and Trapeze Software Group, Inc.
d.b.a. TripSpark for
System Supply and Support Agreement
FY 2018-2020**

SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made this 5th day of JULY 2017, between:

Name and Address of Licensor:

Trapeze Software Group, Inc. d.b.a. TripSpark
Technologies ("TripSpark"), with a place of business at:
5265 Rockwell Drive NE
Cedar Rapids, Iowa 52402

Name and Address of Customer:

City of Murfreesboro
("Customer") with a place of business at:
111 West Vine Street
Murfreesboro, Tennessee 37133

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G), attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement, including but not limited to the Trapeze Software Group, Inc. Ranger/Streets ITS Terms and Conditions of Sale dated August 22, 2013 and amendments thereto under which certain TripSpark Software and Equipment was implemented, accepted and for which warranties have expired (the "Purchase Contract"). No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

The parties acknowledge and agree that the Purchase Contract has no further force or effective as of the effective date of this Agreement.

TRAPEZE SOFTWARE GROUP, INC.

CITY OF MURFREESBORO

Signature: _____

Name:

Title:


Steve Dewis
Director, Client Services

Signature: _____

Name:

Title:



TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- “Agreement” this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
- “Documentation” the user documentation pertaining to the System as supplied by TripSpark;
- “Equipment” means collectively, the TripSpark Equipment and the Third Party Equipment;
- “Hosting Services” the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit G;
- “New Product” any update, new feature or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
- “Statement of Work” the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
- “Summary of Pricing” the summary of pricing information related to the System, attached hereto as Exhibit C;
- “System” means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
- “Third Party Equipment” the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
- “Trade Secrets” any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
- “TripSpark Equipment” the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
- “TripSpark Software” the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. Services TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”), attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3. TripSpark Software License

a) TripSpark grants to Customer a personal, non-transferable and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

c) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein, all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

d) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer's proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including software licensed by:

- a. Microsoft® Corporation.
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory;
- c. Telogis, Inc. (Geobase™ mapping technology software);
- d. Blacklight Solutions ("Blacklight Solutions");
- e. Nuance/Loquendo S.p.A., (Text to Speech software).

The terms and restrictions of TripSpark's software license grants will apply to the use of the third party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. Warranty

Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the CITY OF MURFREESBORO

Customer. No warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

6. Payment TripSpark will invoice Customer for the TripSpark Software license fees, Services fees, Hosting Services Fees, and Equipment fees as set out in and according to the Summary of Pricing. TripSpark will invoice Customer in accordance with the payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Subject to receipt of an accurate invoice, Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

7. Maintenance Services and Extended Warranty

For the purposes of this Section 7 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment which requires no repair, replacement or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 7 (B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

"Service Notification": A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;

- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer's computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

Subject to purchase of extended warranty by Customer for additional Equipment only, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services

- (i) TripSpark shall provide phone support to Customer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer's designated receiving facility, or other locations as designated by Customer's applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer's facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;

- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 7 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;
- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

F) Disclaimer

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

8. Payment of Maintenance Fees and Hosting Fees Customer shall pay the annual maintenance fees and Hosting Services fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services and Hosting Services fees in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services or Hosting Services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety day period the applicable maintenance fees and Hosting Services fees will remain payable. TripSpark may suspend provision of any maintenance services and Hosting Services fees during any period of time during which the applicable maintenance fees remain unpaid by Customer.

9. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

10. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

11. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing, or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

12. Exclusion of Liability

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the Software license or Equipment hardware fees paid for the individual product that is the subject of the dispute.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and to the extent permitted by Tennessee state law, the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

13. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement by providing ninety (90) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full, and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

14. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

15. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

16. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

17. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

18. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

19. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

20. Audits TripSpark may perform audit(s) on the use of the System. Customer agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Federal Certifications and Assurances. TripSpark shall comply with all of the required federal certifications and assurances set forth in Attachment H.

EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	TripSpark Mobile (Fixed Route)	Mobile Application for Fixed Route Bus Operators	Mobile Based	Effective date of this Agreement
2.	TripSpark XGate (Fixed Route)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	TripSpark XMobile Manager (XMM) Fixed Route)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	TripSpark Streets CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner))	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
5.	TripSpark Streets Route Monitor	Headway Monitoring	Server Based	Effective date of this Agreement
6.	TripSpark Streets-CAD/AVL Client License	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
7.	TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
8.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement
9.	TripSpark MyRide Passenger Information	Real Time Passenger Information Module	Mobile Based	Effective date of this Agreement
10.	Transit Database		Included	Included

Note:

1. Licenses are provided for operations up to fourteen (14) fixed route vehicles.
3. Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
4. Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
5. Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.

6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of TripSpark Equipment:

As identified for future additional Equipment purchases made pursuant to this Agreement.

EXHIBIT C: SUMMARY OF PRICING

As identified for future purchases made pursuant to this Agreement.

EXHIBIT D: STATEMENT OF WORK

As applicable for all future purchases made pursuant to this Agreement.

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Long Term Support Fees

Item	TripSpark Software	Maintenance and Hosting Services Period Covered	Maintenance Fee and Hosting Services
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2017 to June 5, 2018	\$31,285.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2018 to June 5, 2019	\$32,849.25
3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2019 to June 5, 2020	\$34,491.71

Note: The Software maintenance fees and Hosting Services fees stated above apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, maintenance fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes up to five (5) user id's.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Customer contact. For vehicle installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).

EXHIBIT G: HOSTING SERVICES

Hosting Services

1. OVERVIEW

This Exhibit G describes the hosting services for the Software licensed under Exhibit A of this Agreement ("Hosting Services") to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer's benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

Hardware

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer's site to the Data Center.

Database Instances

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

Internet Bandwidth

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

Backups

Full database backups and incremental database backups are take on a regular basis. Backup data is retained for 14 days.

Hours of System Operations

The Software will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

Travel Expense

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit G-1. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Customer is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Software.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination. If the Customer desires that TripSpark provide a copy of all of the Customer's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Customer's approval.

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Rezoning property along North Rutherford Boulevard
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

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

On June 4, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

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

Attachments:

Ordinance 20-OZ-14

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

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

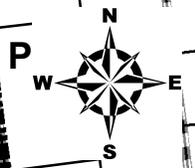
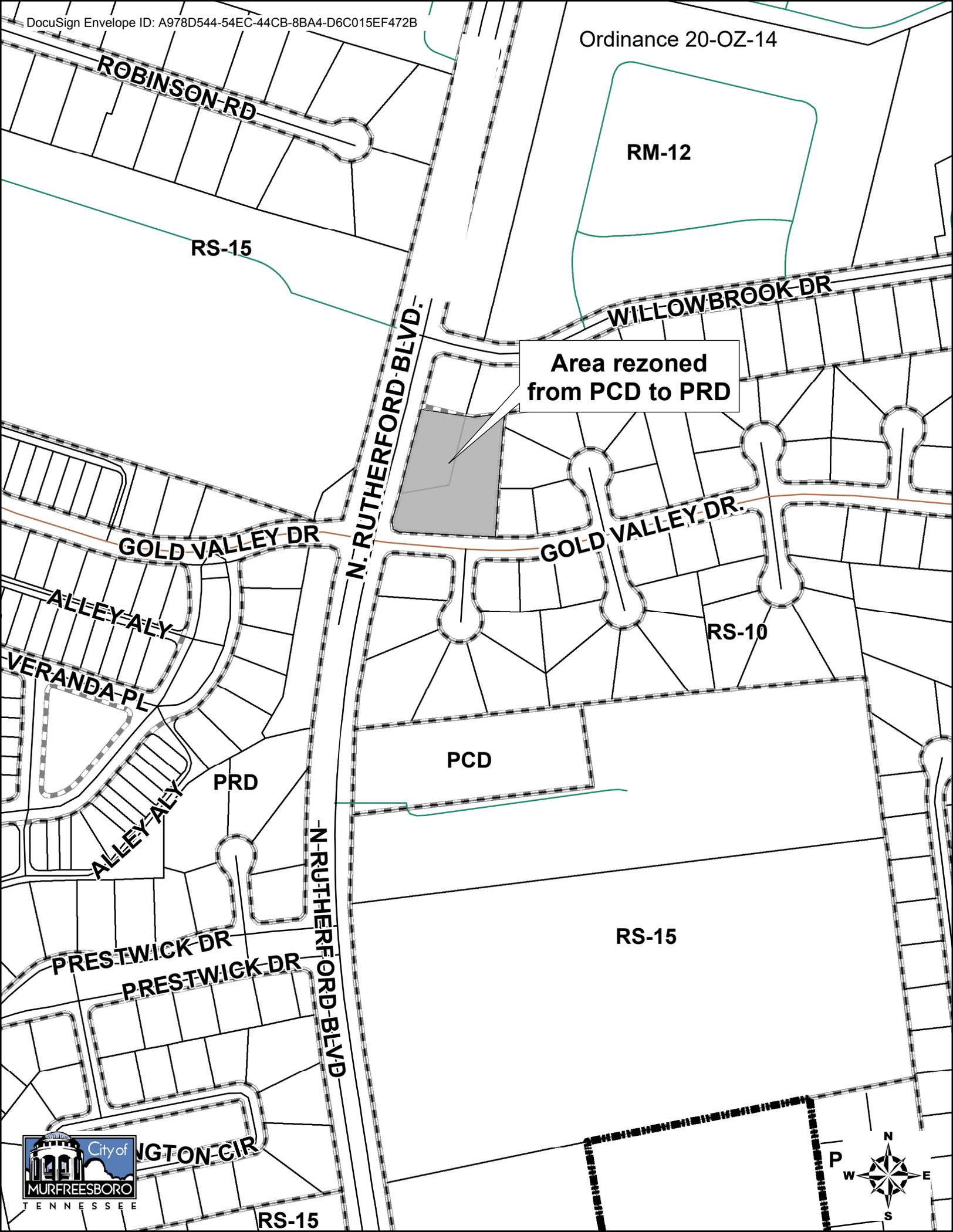
APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Rezoning property along North Thompson Lane
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

New Vision Baptist Church presented a zoning application [2019-435] for approximately 30 acres located along North Thompson Lane, West College Street, West Northfield Boulevard, and Hope Way to be rezoned from RS-15 (Single-Family Residential District 15) to PSO (Planned Signage Overlay District) and RS-15. During its regular meeting on April 22, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to several conditions.

On June 4, 2020 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Expand Infrastructure

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

Attachments:

Ordinance 20-OZ-13

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

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

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

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

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

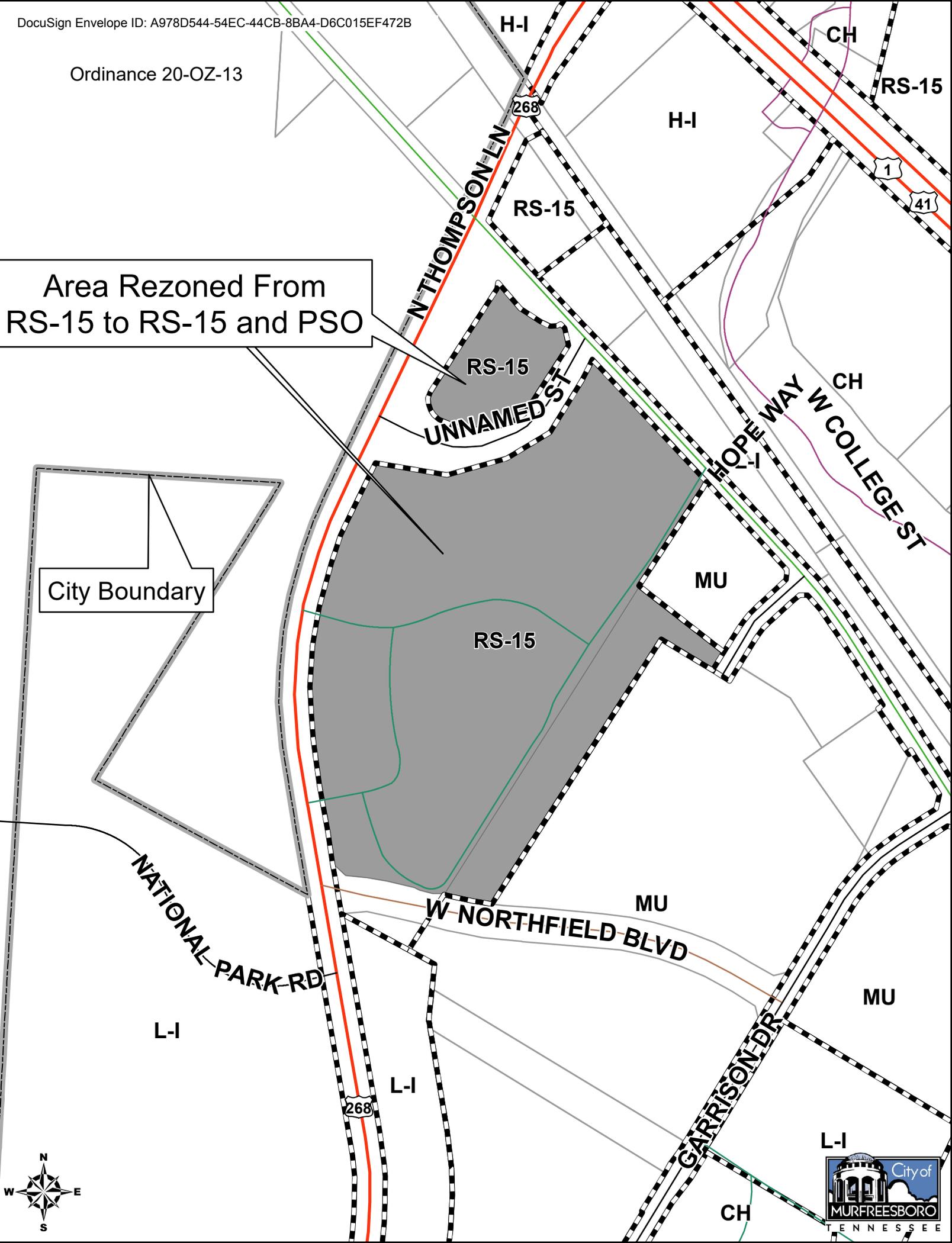
Adam F. Tucker
City Attorney

SEAL

Ordinance 20-OZ-13

Area Rezoned From RS-15 to RS-15 and PSO

City Boundary



COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Amending the Westlawn PUD along Veterans Parkway
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the Westlawn PUD on approximately 10.5 acres located along Veterans Parkway and Shores Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance amending the zoning as requested.

The Planning Commission recommended approval of the rezoning.

Background Information

Saint Thomas Rutherford Hospital presented a zoning application [2020-404] to amend the Westlawn PUD (Planned Unit District) zoning on approximately 10.5 acres located along Veterans Parkway and Shores Road. During its regular meeting on May 6, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This zoning amendment will allow a "hospital" as a permitted use on the subject property, potentially creating jobs and generating increased property tax revenues if development moves forward.

Establish Strong City Brand

It is anticipated that the Veterans Parkway/I-840 interchange will develop with multiple medical campuses. Entitling a hospital to develop on the subject property will contribute to future identity of this interchange as a medical destination.

Attachments:

1. Ordinance 20-OZ-17
2. Maps of the area
3. Planning Commission staff comments from 05/06/2020 meeting

4. Planning Commission minutes from 05/06/2020 meeting
5. Westlawn PUD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS
MAY 6, 2020**

Principal Planner: Margaret Ann Green

- 4.a. Zoning application [2020-404] to amend the Westlawn PUD to allow “hospital” as a permitted use within the area identified as C-4 within the program book on approximately 10.5 acres located along Veterans Parkway, Southeast Ministries applicant.**

The subject property is located along Veterans Parkway and Shores Road and is a part of the Westlawn PUD (Planned Unit District). Westlawn is approximately 206.8 acres in total and the area being considered for an amendment is 19.6 acres.

Adjacent Zoning and Land Uses

The majority of the contiguous properties are a part of the Westlawn development and zoned PUD. Although the property to the north is currently undeveloped, the Planning Commission has approved site plans and subdivision plats for the development of a grocery store and various commercial outparcels. Developing single-family, residential uses are also to the north and west. The properties to the south are in the unincorporated area of Rutherford County and are developed with large-lot, single-family residences. Because of the adjacent residential zoning, a 40-foot landscape buffer and berm are required along the southern lots lines. The conceptual layout on page 42 of the attached pattern book shows the required buffer.

Request for PUD zoning amendment

In 2018, the City Council approved an amendment to the Westlawn PUD to identify this area as “C-4” and “C-5” in order to change the uses permitted within these areas. Saint Thomas Rutherford has a contractual interest for property in this area and wishes to obtain an entitlement to develop hospital as a permitted use. Hospital is already a permitted use within C-5 therefore the request is to include it as a permitted use within the C-4 as well. Hospital is defined as follows:

Hospital: An institution providing health services and medical or surgical care, primarily for temporary in-patients, to persons suffering from illness, disease, injury, deformity, or other abnormal physical or mental condition, and including as an integral part of the institution related facilities such as laboratories, outpatient facilities or training facilities. Hospital does not include institutions for the permanent care of or occupation by the poor, infirm, incurable, or insane.

Page 16 of the Westlawn program book lists the proposed changes. Pages 40 and 41 further define area C-4 and pages 42 and 43 further define area C-5. The maximum height permitted within these areas is remaining unchanged.

Area C-4 [adds hospital as a permitted use]

Area C-4 is 10.5 acres, is located along Veterans Parkway and allows commercial and institutional uses. Any development proposed within this area will meet the GDO design standards. The following is a list of permitted uses, including proposed hospital:

- | | | |
|--|----------------------------------|--|
| 1. Adult Daycare Home | 16. Dry Cleaning pick-up Station | 35. Offices |
| 2. Antiques shop <3,000 s.f. | 17. Financial Service | 36. Personal Services Establishment |
| 3. Assisted Living | 18. Flower or Plant Store | 37. Pet Shops |
| 4. Bakery, Retail | 19. Funeral Home | 38. Pharmaceuticals |
| 5. Bank, Branch Office | 20. Gas Station | 39. Pharmacies |
| 6. Barber or Beauty Shop | 21. Grocery | 40. Philanthropic Institution |
| 7. Book or Card Shop | 22. Health Club | 41. Photo Finishing |
| 8. Business School | 23. Home Improvement Center | 42. Post Office or Postal Facility |
| 9. Business and Communication Service | 24. Hospital | 43. Restaurant and Carry-Out Restaurant (Alcohol Served on Premises) |
| 10. Clothing Store | 25. Hotel | 44. Retail Shop, Other than enumerated Elsewhere |
| 11. Convenience Sales and Service, Max 5,000 S. F Floor Area | 26. Ice Cream Shop | 45. Sporting Goods |
| 12. Crafts Store | 27. Interior Decorator | 46. Telephone Service Center |
| 13. Daycare Center | 28. Jewelry | 47. Veterinarian's office |
| 14. Department or Discount Store | 29. Karate, Instruction | |
| 15. Doughnut Shop | 30. Laboratories, Medical | |
| | 31. Medical Offices | |
| | 32. Medical Related Professions | |
| | 33. Nursery School | |
| | 34. Office/Art Supplies | |

Area C-5 [remains unchanged]

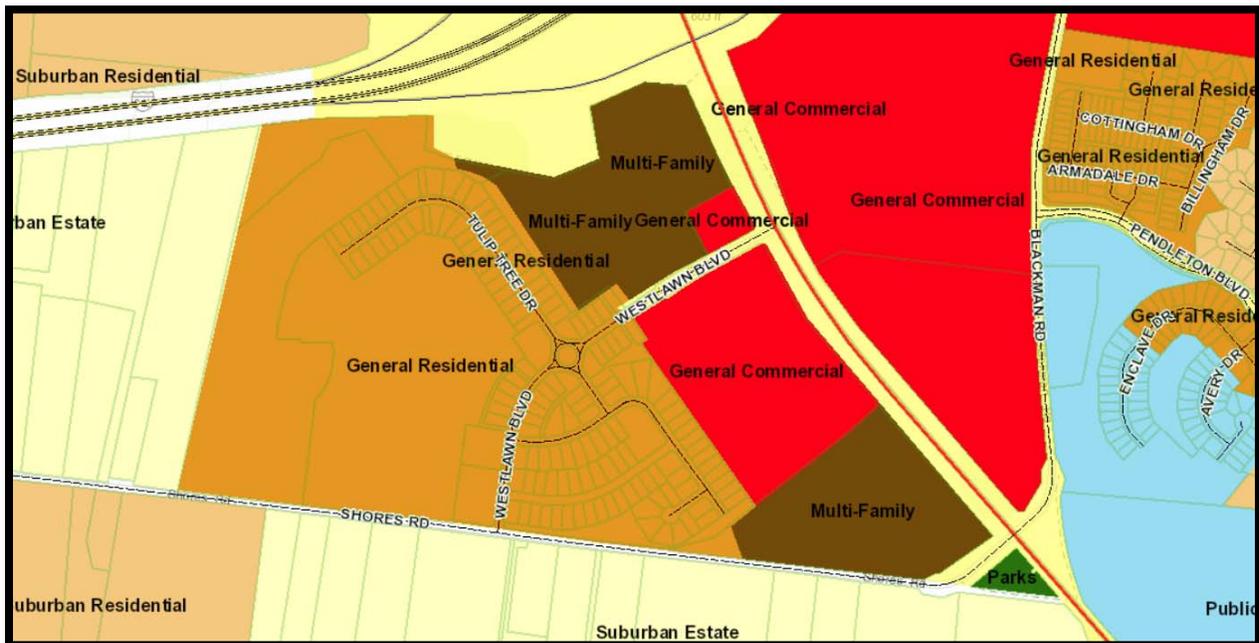
Area C-5 is 6.3 acres, is located along Shores Road and allows commercial, institutional uses and residential uses. Any development proposed within this area will meet the GDO design standards. The following uses are permitted:

- | | |
|--|---|
| 1. Age Restricted Residential (At least 80% of the occupied units include at least one resident who is verified to be over the age of 55+, and the community follows a policy that demonstrates an intent to provide housing for those aged 55 or older) | 5. Independent Living (provide residences with access to dining, medical care, entertainment, and other assistance as needed while still providing an independent living environment) |
| 2. Assisted Living | 6. Medical Offices |
| 3. Hospital | 7. Offices |
| 4. Hotel | 8. Townhomes |
| | 9. Multi-family stacked Flats |
| | 10. Single-family attached or detached |

Future Land Use Map

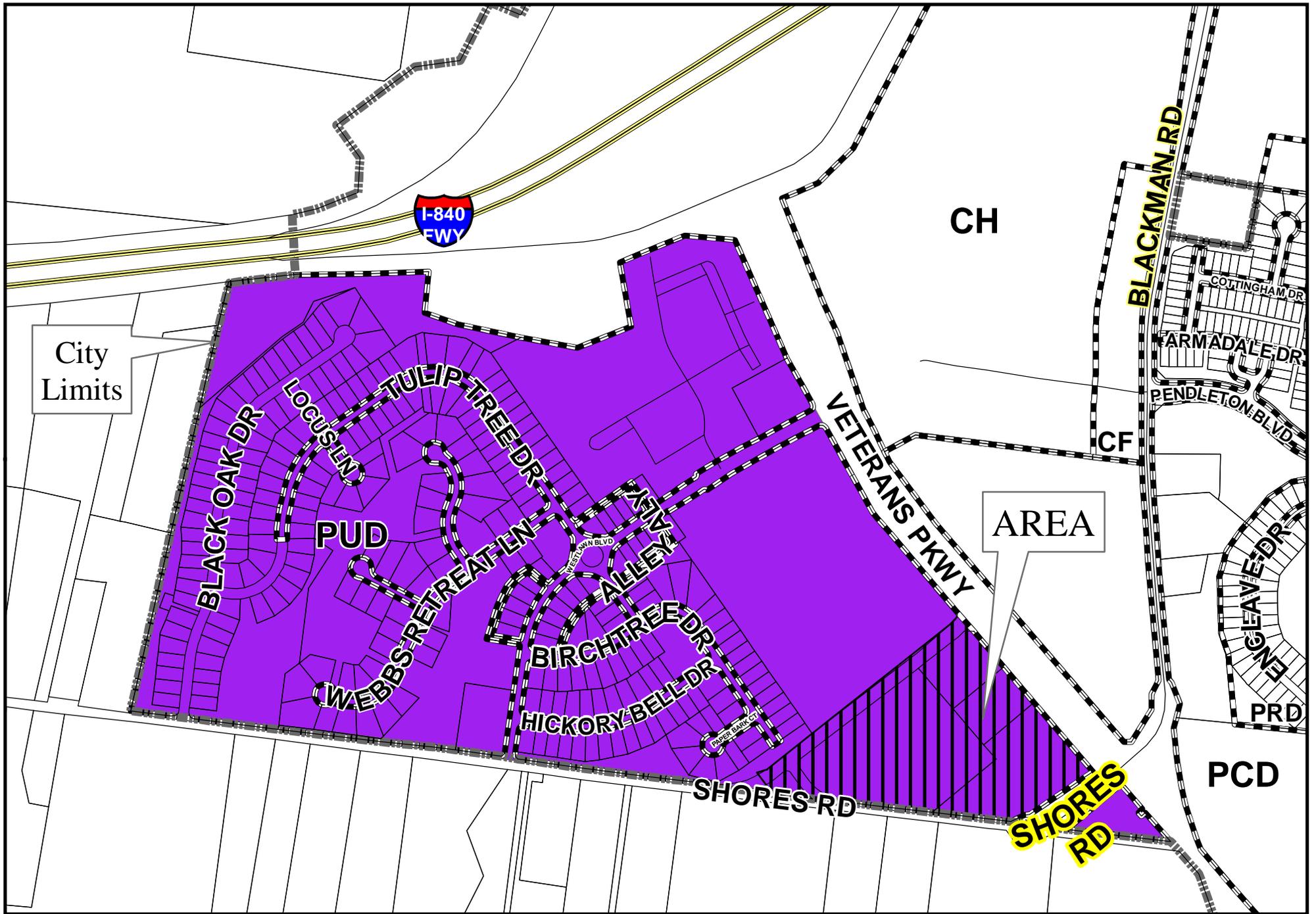
The *Murfreesboro 2035* Land Use Plan indicates that Multi-family is the most appropriate land uses for the subject property. The residential uses are consistent with the Land Use Plans' recommendations. The commercial uses are not consistent with the Land Use Plan's recommendations, however the Planning Commission and City Council have previously recommended this land use change to permit institution and commercial uses. The applicant should discuss how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

Murfreesboro 2035 – Future Land Use Map



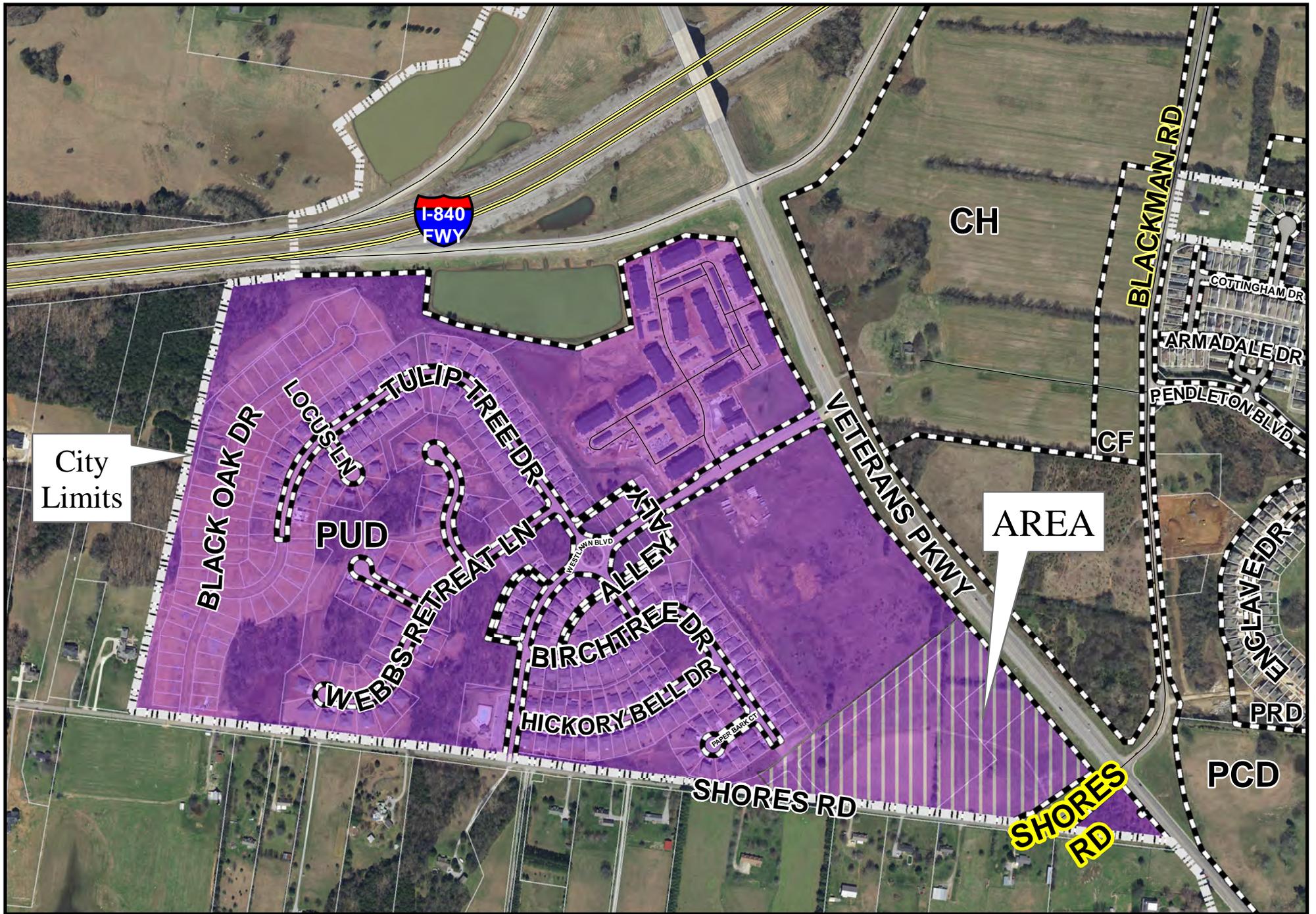
Public Hearing

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning. The Planning Commission should conduct a public hearing, discuss the matter, and formulate a recommendation to the City Council.



**PUD Amendment Along Shores Road
Westlawn PUD**





City Limits

AREA

**PUD Amendment Along Shores Road
Westlawn PUD**





Creating a better quality of life

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

Received
Planning Department
MAR 12 2020
111 West Vine Street
Murfreesboro, TN 37130

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

Procedure for applicant:

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

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

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

Received
Planning Department
MAR 12 2020
111 West Vine Street
Murfreesboro, TN 37130

To be completed by applicant:

APPLICANT: Saint Thomas Rutherford Hospital

Address: 1700 Medical Center Pkwy City/State/Zip: Murfreesboro, TN 37129

Phone: 615-396-4100 **E-mail address:** robin.saxon@ascension.org

PROPERTY OWNER: Parks-Harney Holdings, GP and Westlawn II Properties, LLC

Street Address or property description: Westlawn Commercial, Lots 1 and 2

and/or Tax map #: 93 Group: Parcel (s): 00121 and 00122

Existing zoning classification: PUD

Proposed zoning classification: PUD Amendment **Acreage:** 3.6 acres

Contact name & phone number for publication and notifications to the public (if different from the applicant): Robin A. Saxon 615-284-6810

E-mail: robin.saxon@ascension.org

APPLICANT'S SIGNATURE (required): BY: *Gordon B. Ferguson*
Gordon B. Ferguson, President

DATE: 3/12/20

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

Date received: MPC YR.: MPC #: 2020 404

Amount paid: 950.00 **Receipt #:** 279233



WESTLAWN

Revised Document
Submitted June 3, 2020 to be heard at the
June 18, 2020 City Council Public Hearing

Prior Approval Dates
February 22, 2007
Resubmitted: March 22 2010
Revised For City Council Public Hearing: May 13, 2010
Revised For City Council Public Hearing: July 26, 2018



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INTRODUCTION

On behalf of Southeast Ministries, the purpose of this submittal is to request an amendment to the Westlawn PUD relative to area C-4 of the previously approved master plan. The original PUD was approved on February 22, 2007 and revised May 13, 2010 and July 26, 2018.

This request is to revise section C-4 to add hospital as a permitted use. "Hospital" is a permitted use in adjacent area C-5 and would add consistency between the two sections. It should be noted that Parks-Harney Investments will still control a portion of the C-4 section.

Planning Objective

Westlawn is a community that is planned to provide a life style environment that embraces the planned objectives of the Blackman Land Use Study, preserves the natural assets of the property and embraces development standards that will be representative of this gateway into Murfreesboro. Proposed as a Planned Development, Westlawn will be dictated by restrictive covenants that will define the character of the community. The developments, commercial and multi-family components, are proposed to be developed under the Gateway Design Overlay design standards and review process to insure that the property meets the City's expectations relative to quality.

Planned as a mixed-use community, Westlawn provides a variety of land uses that are organized and designed to be reflective of a Planned Community. Architecture, signage, landscape, streetscape and other design elements will be designed and coordinated to reflect a cohesive character throughout the development. This is reinforced by providing connectivity for both pedestrian and vehicular modes of transportation to tie the community together.

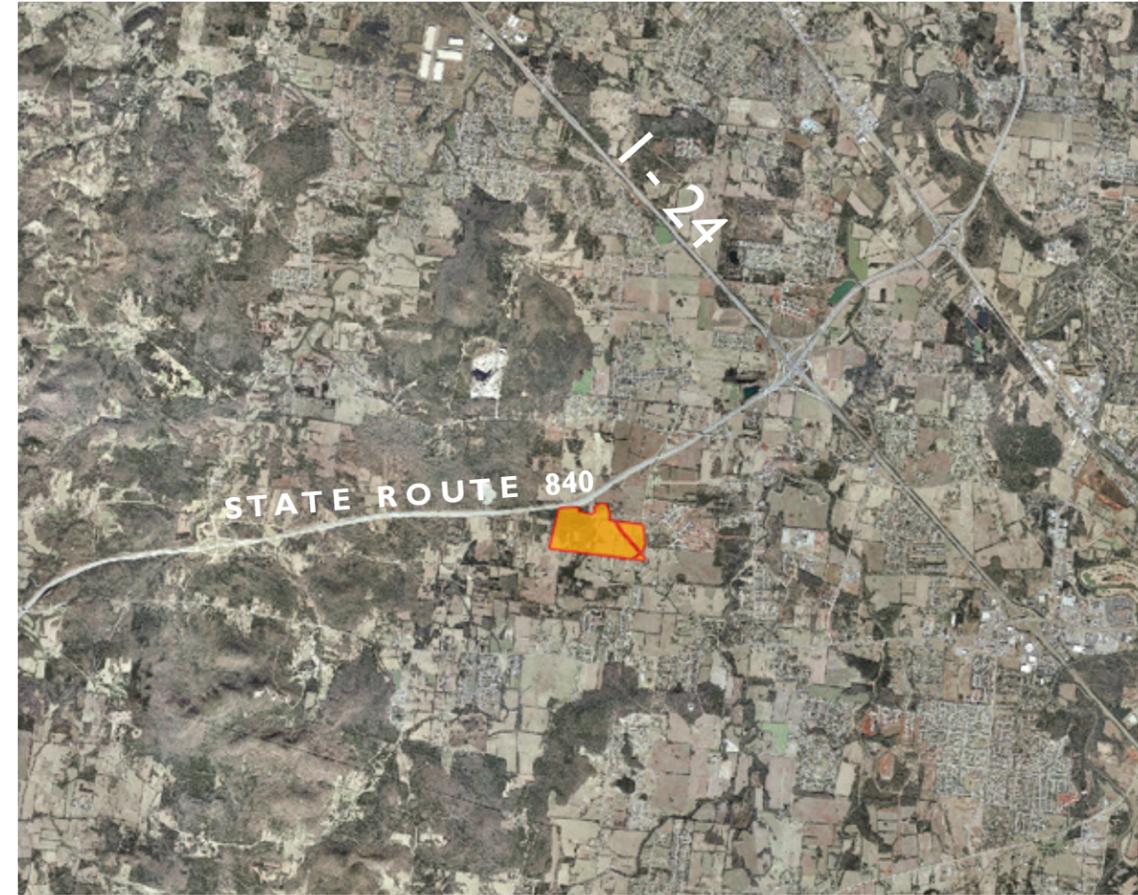
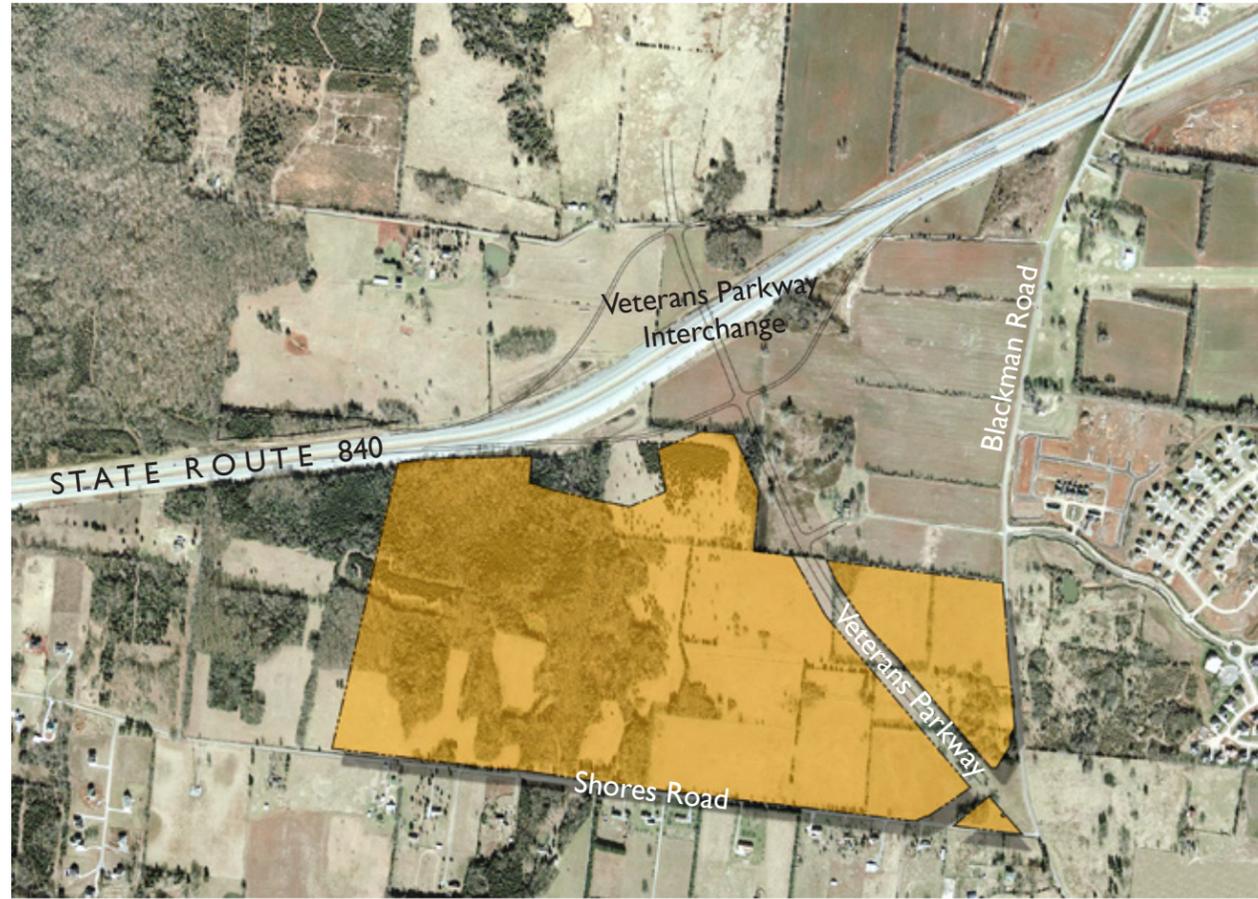
The residential communities within Westlawn provide a variety of housing options that create unique communities within the development. Larger lots are located within the more environmentally sensitive portions of the property to insure their protection. Higher density products are located adjacent to the commercial components to provide a logical land use transition.

Located at the interchange of Veterans Parkway and SR 840, the commercial components are designed to take advantage of the vehicular access created by the new interchange. Incorporating the commercial uses within the Westlawn Community provides the residents with shopping opportunities to meet their daily needs without having to travel to far reaching existing centers. The transportation network has been designed to encourage a walkable community where the residents have a choice of walking to these services by providing tree lined sidewalk system along the proposed streetscape. The internal street network has also been designed to minimize the need to travel via vehicle along Veterans Parkway to access the services.

Overall, Westlawn is intended to provide a community within the City of Murfreesboro that incorporates design elements that create a character that is unique upon itself and is reflective of a gateway into the City.



LOCATION . VICINITY . REGIONAL MAP



THE SITE - SITE PHOTOS



Looking south on old Beesley Road.



Looking north on old Beesley Road.



Looking east down Shores Road.



Looking west down Shores Road.

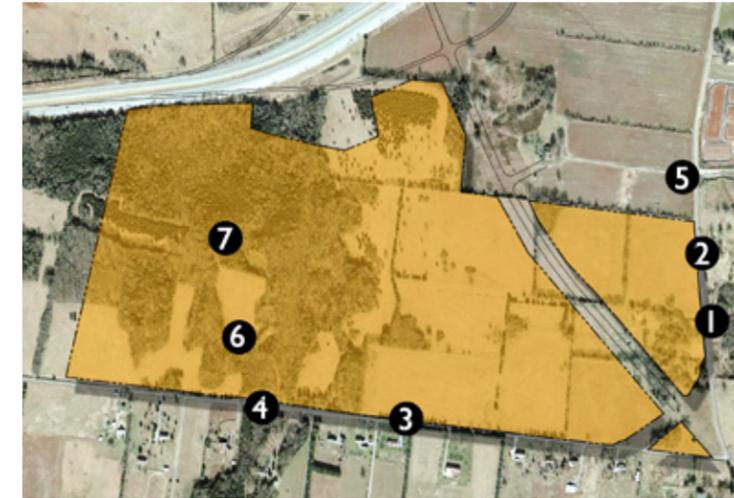
THE SITE - SITE PHOTOS



Adjacent subdivision heading north on old Beesley Road - Berkshire subdivision



Existing wetland located centrally on the property.



Sinkholes and depressions located in the woodlands.



b

THE SITE - LANDFORMS & NATURAL RESOURCES

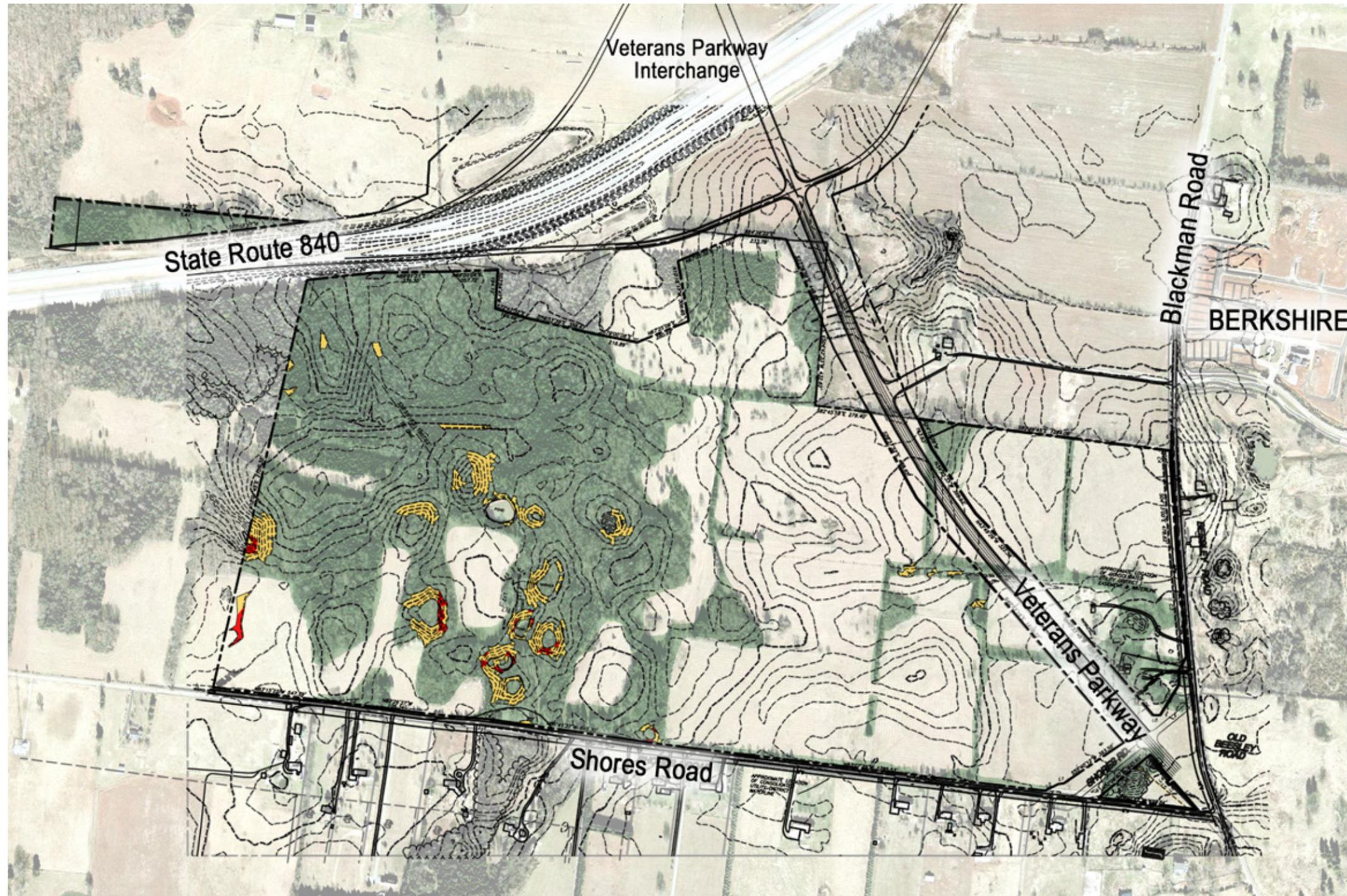
SITE INVENTORY / ANALYSIS



- Legend**
-  EXISTING TREES
 -  RIDGE LINES
 -  LOW POINTS
 -  HIGH POINTS
 -  DITCH LINES
 -  SINKHOLES
 -  WETLANDS



THE SITE - SLOPE INVENTORY



Except for a few areas in the wooded Karst areas, the site consists of topography of less than 10%. The western section of the site contains small areas with 11-25% slopes and a couple of areas greater than 25% slope, which are contained within the limits of the existing sinkholes.

- 11% - 25% SLOPES
- 25% - VERTICAL SLOPES

SURROUNDING LAND USE MAP

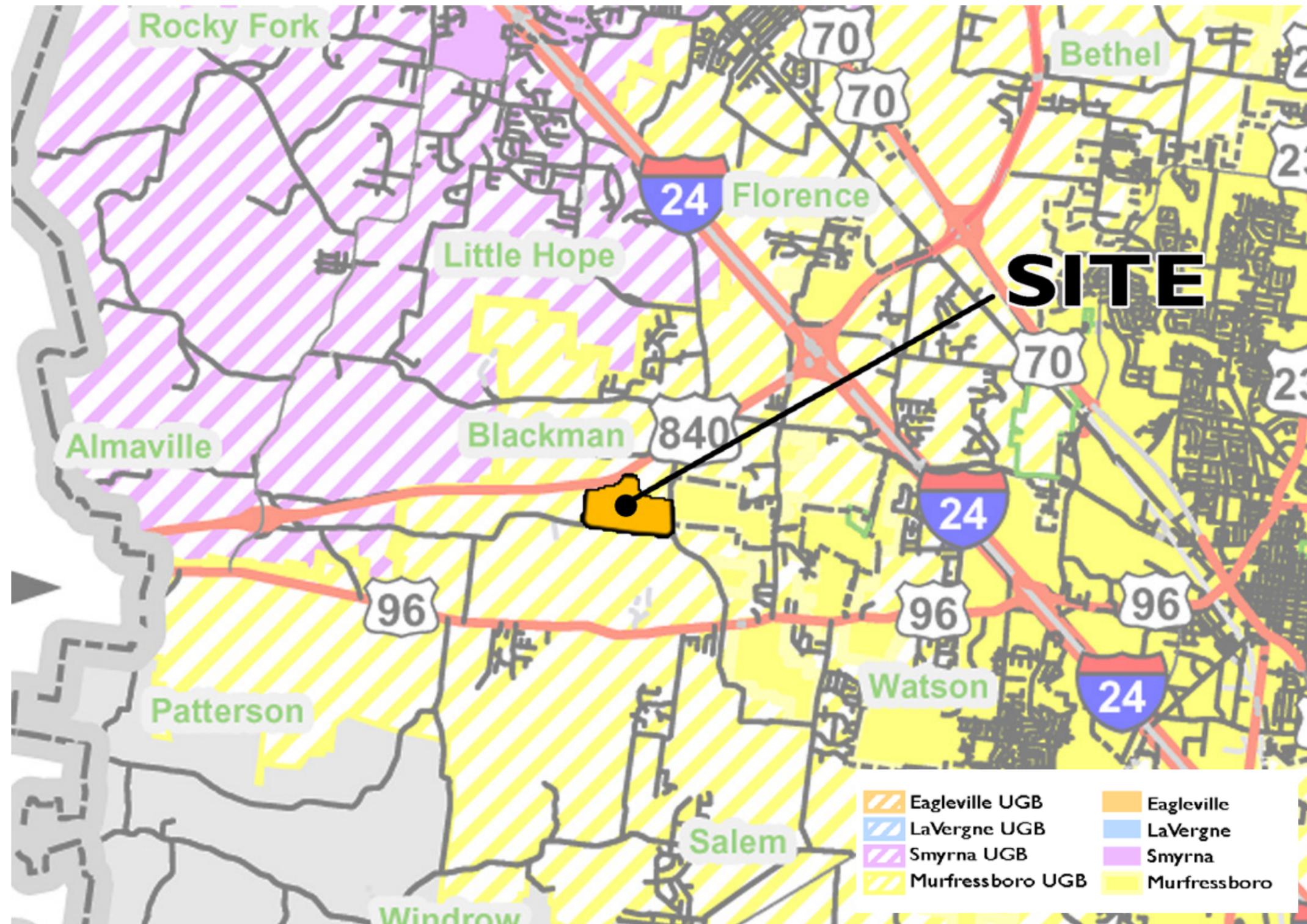


The property is primarily surrounded by large lot single family residential property and agriculture land. These properties, located to the west, south and northeast are located within the Rutherford County Planning Jurisdiction and are zoned R-15.

Berkshire, a large Planned residential development containing a mixed of housing products is located to the east along the current Blackman Road frontage. This development has been approved for and contains a mix of single family and attached townhome products. The property just south of the access to Berkshire fronting Blackman Road is currently zoned PCD (Planned Commercial Development). Both of these components of Berkshire are located within the Murfreesboro City limits and fall within the Murfreesboro Planning jurisdiction.



URBAN GROWTH BOUNDARY

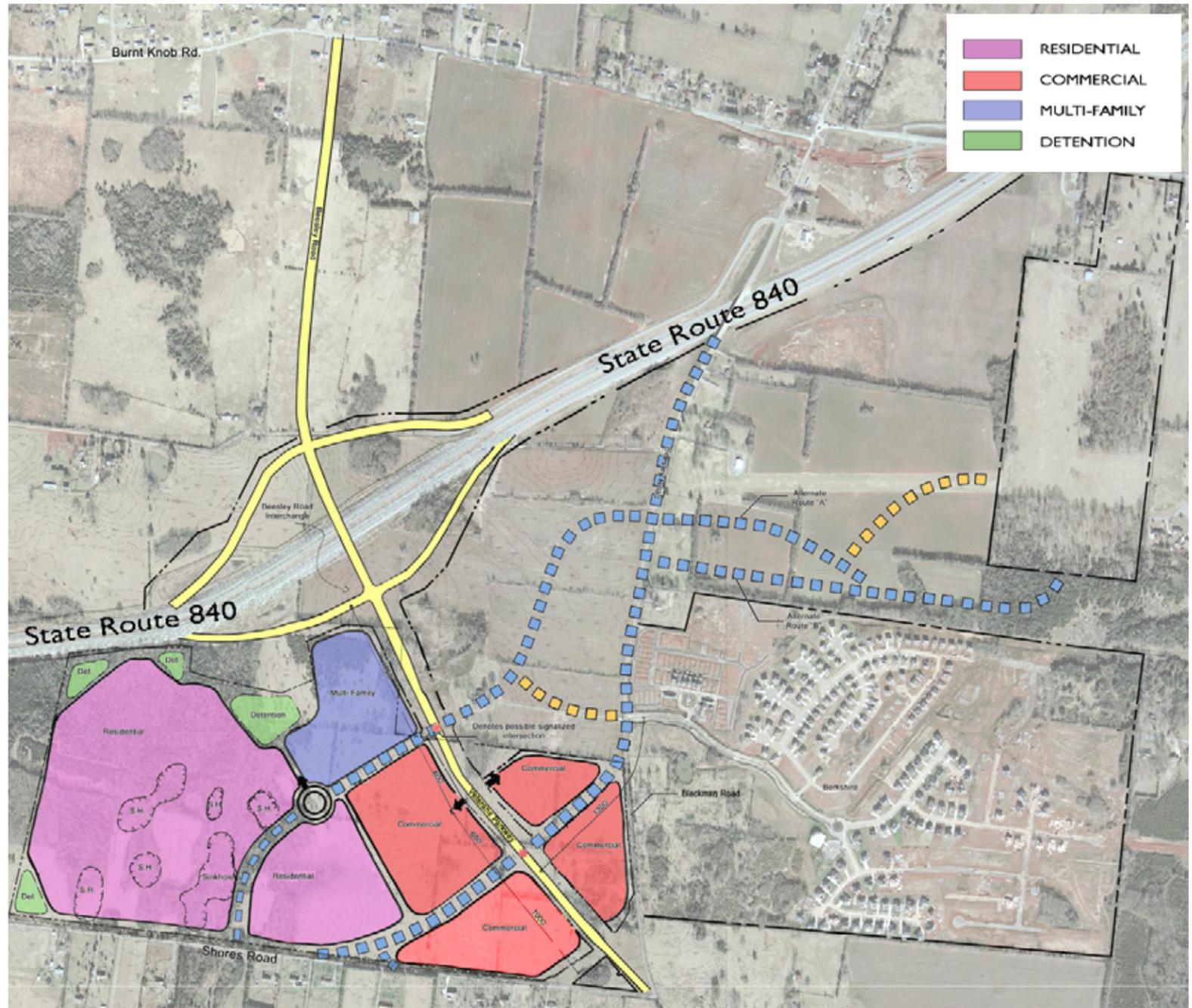


The property, as shown by the accompany map, is located within the Murfreesboro Urban Growth Boundary. It is also contiguous to the Murfreesboro City Limits with the Berkshire Development property bounding the eastern boundary of the property. As a result, additional properties will not have to be annexed to bring the property into the city.





CONCEPTUAL LAND USE PLAN



■ ■ ■ COMMUNITY COLLECTOR
■ ■ ■ RESIDENTIAL COLLECTOR

Per the 2000 General Development plan for the Blackman Community, this property was identified to contain a mix of land uses that reflects the appropriate development scenario for a property located at an interchange. The Master Plan for Westlawn concurs with the recommendations of the study with a mix of the following uses.

- Single Family Residential lots
- Multi-family units
- Commercial/retail development

These uses have been strategically located to reflect the development patterns shown on the plan. The higher density commercial and multi-family products have been located adjacent to the interchange and Veterans Parkway that is identified as a 5-lane arterial. The lower density single family residential products have been located on the western half of the property as a transition to the existing low density residential neighborhood.

The proposed Master Plan does reflect a change in land use at the property located on the east side of Veterans Parkway. The Blackman Land Use Study identifies this as medium density residential development. Westlawn is proposing that this area to be developed as commercial for several reasons. A portion of the Berkshire Development located along the frontage of Veterans Parkway has been zoned to a PCD (Planned Commercial Development). This change in the future land use, along with the character of the five lane Veterans Parkway arterial classification and realignment of Shores Road justifies a higher and better use for this corner.

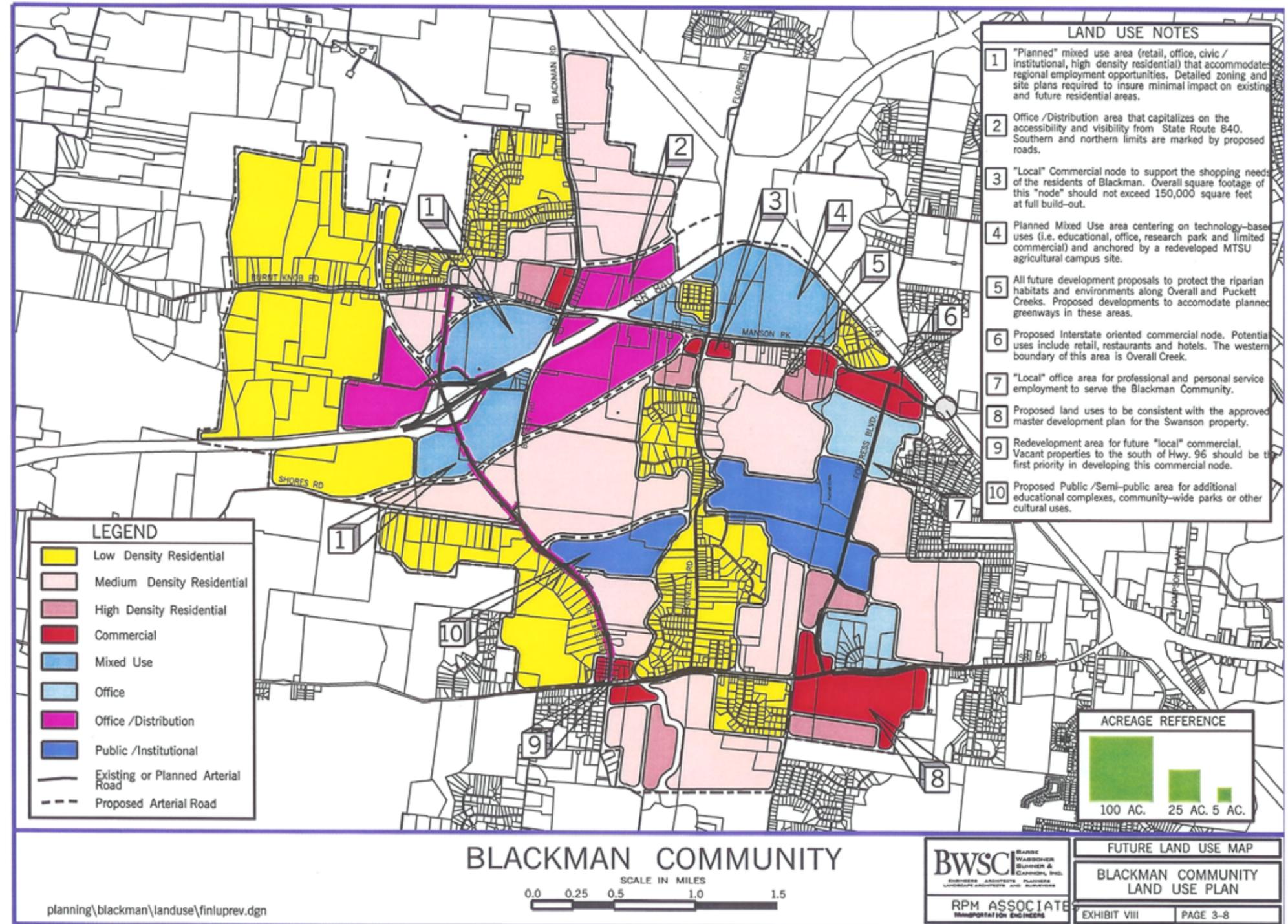
Westlawn also took into account the transportation network relative to its impact and effect on the properties located to the east. Per the land use study, a realignment of Shores Road was proposed to create a more desirable east-west connector between both the Westlawn property and developable land to the east. As shown on the conceptual land use plan and Master Plan, the proposed realignment of Shores Road and other



BLACKMAN LAND USE STUDY CONFORMANCE

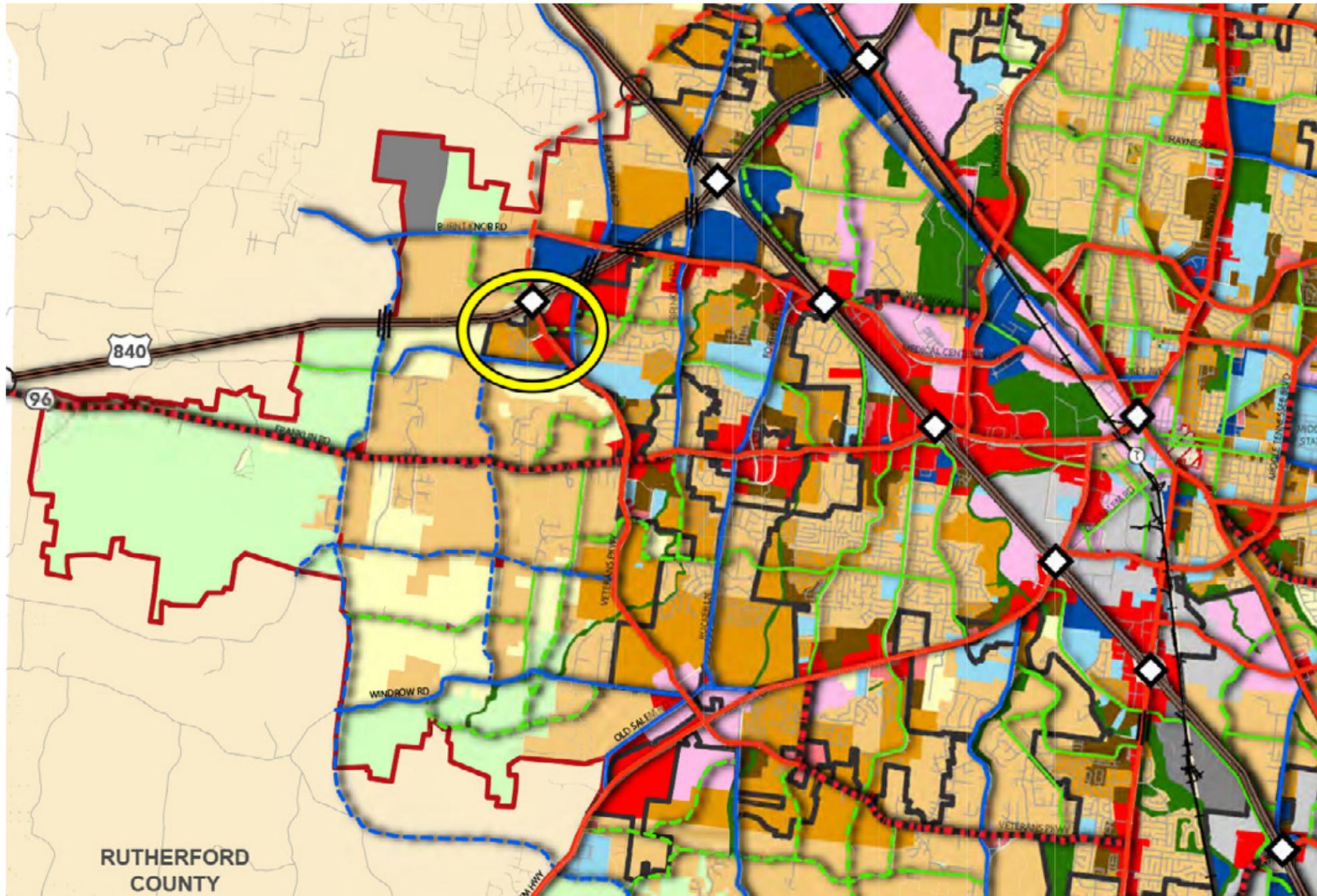
community collectors created within the Westlawn Development have been designed to create a logical road network to accommodate the future development potential of the remaining properties in this study area.

As a result of Westlawn's Land Use and Transportation Network organization and the land use change along Veterans Parkway, we feel that Westlawn, as proposed, conforms with the intent and recommendations of the Blackman Land Use Study.





MURFREESBORO 2035 FUTURE LAND USE CONFORMANCE



Currently this property is identified for multi-family as a result of the previous master plan that was approved. However, the site is bound to the North and East by properties with a commercial policy. Given the development of the new West Park on the North side of the interchange and the anticipated regional draw, and lack of commercial policy of the North side of this significant interchange, that additional commercial policy could be supported in the form of a Planned Development that would incorporate additional buffer requirements, that provide a transition to the residential policy to the South.

Proposed Land Uses	ROADWAY CLASSIFICATION	LEGEND																					
<ul style="list-style-type: none"> Undeveloped Parks Suburban Estate Suburban Residential Auto Urban Residential Multi Family General Commercial Neighborhood Commercial Urban Commercial / Mixed Use Central Business District Business Park Light Industrial Heavy Industrial Public / Institutional 	<table border="0"> <tr> <th>Proposed</th> <th>Existing</th> <th>Classification</th> </tr> <tr> <td></td> <td></td> <td>Expressway</td> </tr> <tr> <td></td> <td></td> <td>Major Arterial</td> </tr> <tr> <td></td> <td></td> <td>Funded Improvements</td> </tr> <tr> <td></td> <td></td> <td>Minor Arterial</td> </tr> <tr> <td></td> <td></td> <td>Collector</td> </tr> <tr> <td></td> <td></td> <td>Street</td> </tr> </table>	Proposed	Existing	Classification			Expressway			Major Arterial			Funded Improvements			Minor Arterial			Collector			Street	<ul style="list-style-type: none"> Urban Growth Boundary City of Murfreesboro Town of Smyrna Rutherford County Railroad Transit-Oriented Development Area Proposed Interchange Existing Grade Separated Existing Bridge Overpass
Proposed	Existing	Classification																					
		Expressway																					
		Major Arterial																					
		Funded Improvements																					
		Minor Arterial																					
		Collector																					
		Street																					



OVERVIEW

Westlawn is planned as a mixed use development with a variety of residential and commercial/retail uses. Located at the gateway of the Veterans Parkway interchange, the density and uses proposed are intended to create an active community that provides quality of life opportunities for its residents and commercial tenants. Designed to conform with the General Development Plan for the Blackman Community, Westlawn's Master Plan has been organized so that its land uses and transportation network provide the appropriate transitions between the existing neighborhood and the interchange.

The commercial components for Westlawn are located along the existing 5-lane Veterans Parkway. This alignment segregates a portion of the development essentially creating two commercial districts on the east and west side. The western side contains 18.49 acres and is proposed to be developed with 162,000 s.f. retail center containing a grocery store, specialty shops and the potential for several larger tenants. There are 5 outparcels along the Veterans Parkway frontage that are targeted for a variety of potential uses including potential banks, restaurants, drug stores, retail center, and other ancillary outparcel uses. The western side also contains 16.81 acres (C-4 & C-5) proposed for 2 types of commercial developments. This includes area C-4 with potential hotel, hospital, medical office, and commercial/retail as permitted in outparcels A-F, adjacent to Veterans Parkway. Then transitioning to area C-5 which includes hospital, medical and general office, potential assisted living, independent living, and/or age restricted residential uses.

On the east side of Veterans Parkway 20.09 acres of commercial/retail development is proposed containing 141,800 s.f. of retail space and 1 outparcel. The retail space for this portion of the property is anticipated to be developed as specialty stores. The new alignment of Shores Road bisects this portion of the property creating an intersection between a community collector and arterial streets. This intersection is anticipated to be signalized upon full buildout. Careful consideration has been given to the southeast quadrant of this commercial node relative to the retail presentation to the streets that surround all sides of this parcel.

The residential neighborhood component of Westlawn contains attached and detached residential products. The detached products consist of 60', and 63' front entry garage product, and 85' wide lot with side entry garages. 51' cottage lots are proposed along the collector which incorporates alley loaded garages to remove the garage from the streetscape.

Overall, Westlawn has been designed to respect the natural resources and utilize them as an amenity for the development. The natural resources have been utilized to create open space that has been integrated into the pedestrian network to connect the various neighborhoods to each other. The Streetscape Network complements this design element by providing connectivity for both the pedestrian and vehicular traffic to help provide a walkable and integrated development.

OVERALL SITE DATA								
TOTAL SITE AREA	206.75 ACRES +/-							
RIGHT OF WAY DEDICATION (SHORES ROAD)	1.07 ACRES +/-							
MAP AND PARCEL NUMBERS	A PORTION OF PARCEL 1.0 AND A PORTION OF PARCEL 1.02 ON MAP 93; AND A PORTION OF PARCEL 52, MAP 78							
CITY	MURFREESBORO							
STATE	TENNESSEE							
COUNTY	7TH CIVIL DISTRICT OF RUTHERFORD COUNTY							
EXISTING ZONING	R-15 (RUTHERFORD COUNTY)							
PROPOSED ZONING	PLANNED DEVELOPMENT							
COMMERCIAL								
ACREAGE	USE	S.F.	F.A.R.	PARKING PROVIDED	PARKING RATIO	PAVED ACREAGE	OPEN SPACE	
C-1	18.49 AC. +/-	RETAIL	162,000 +/-	0.20	817 SPACES	1 SP. PER 198 S.F.	8.43 AC. +/- (45.6%)	6.34 AC. +/- (34.3%)
C-2	9.30 AC. +/-	RETAIL	56,800 +/-	0.14	365 SPACES	1 SP. PER 156 S.F.	4.46 AC. +/- (48.0%)	3.58 AC. +/- (38.5%)
C-3	10.79 AC. +/-	RETAIL	85,000 +/-	0.18	478 SPACES	1 SP. PER 178 S.F.	4.13 AC. +/- (38.3%)	4.71 AC. +/- (43.7%)
C-4/C-5	16.81 AC. +/-	*SEE PAGE 41 FOR BULK CRITERIA FOR SECTION C-4 AND C-5						
MULTI-FAMILY								
ACREAGE	OPEN SPACE	PROPOSED UNITS	UNITS PER ACRE	PROPOSED PARKING	PARKING RATIO			
M-1	22.70 AC. +/-	15.44 AC. +/- (68.0%)	288	12.69	539 SPACES	1.87 SPACES PER UNIT		
					PARKING WILL BE PROVIDED TO ACCOMMODATE THE MURFREESBORO ZONING REGULATIONS AS THEY RELATE TO THE BEDROOM MIX.			



RESIDENTIAL						
ACREAGE	NO. OF LOTS	UNITS PER ACRE	TOTAL LOT AREA	TOTAL R.O.W. AREA	OPEN SPACE	ADD. PARKING
R-1	113.80 AC. +/-	264	2.32	74.24 ACRES +/-	16.57 ACRES +/-	22.99 AC. +/- (20.2%)
OUTPARCELS						
OUTPARCEL	ACREAGE	PERMITTED USES				
A	1.88	ADULT DAY CARE HOME				
B	1.53	ANTIQUE SHOP <3,000 S.F.				
C	1.39	ASSISTED LIVING				
D	1.54	BAKERY, RETAIL				
E	1.58	BANK, BRANCH OFFICE				
F	1.50	BARBER OR BEAUTY SHOP				
		BEER, PACKAGED				
		BOOK OR CARD SHOP				
		BUSINESS SCHOOL				
		BUSINESS AND COMMUNICATION SERVICE				
		CLOTHING STORE				
		CONVENIENCE SALES AND SERVICE, MAX 5,000 S.F. FLOOR AREA				
		CRAFTS STORE				
		DAY-CARE CENTER				
		DEPARTMENT OR DISCOUNT STORE				
		DOUGHNUT SHOP				
		DRY CLEANING PICK-UP STATION				
		FINANCIAL SERVICE				
		FLOWER OR PLANT STORE				
		FUNERAL HOME				
		GAS STATION				
		GROCERY				
		HEALTH CLUB				
		HOME IMPROVEMENT CENTER				
		ICE CREAM SHOP				
		INTERIOR DECORATOR				
		JEWELRY				
		KARATE, INSTRUCTION				
		LABORATORIES, MEDICAL				
		LIQUOR STORE				
		MEDICAL OFFICES				
		MEDICAL RELATED PROFESSIONS				
		NURSERY SCHOOL				
		OFFICE/ART SUPPLIES				
		OFFICES				
		PERSONAL SERVICE ESTABLISHMENT				
		PET SHOPS				
		PHARMACEUTICALS				
		PHARMACIES				
		PHILANTHROPIC INSTITUTION				
		PHOTO FINISHING				
		PHOTO FINISHING PICK-UP STATION				
		POST OFFICE OR POSTAL FACILITY				
		RESTAURANT AND CARRY-OUT RESTAURANT (ALCOHOL SERVED ON PREMISES)				
		RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE				
		SILVERWARE & CUTLERY				
		SOAP				
		SPORTING GOODS				
		TELEPHONE SERVICE CENTER				
		TOBACCO PRODUCTS				
		VETERINARIAN'S OFFICE				



REVISIONS TO PREVIOUS BOOK

Below is an outline of specific changes that have been made to the Westlawn Pattern Book as previously approved July 26, 2018.

- Client name has changed from Parks-Harney Investments to Southeast Ministries.
- The Introduction on Page 4 has been updated to explain the additional permitted use to be added to area C-4
- The Overview on Page 15 has been revised so that hospital is listed as an example permitted use in the paragraph regarding commercial components.
- The permitted use table on Page 40 has been updated for area C-4 to now include “hospital”
- Description for C-4 on Page 41 has been updated.
- The Surrounding Land Use Map on page 10 has been revised to show an updated aerial and City Limits Line.

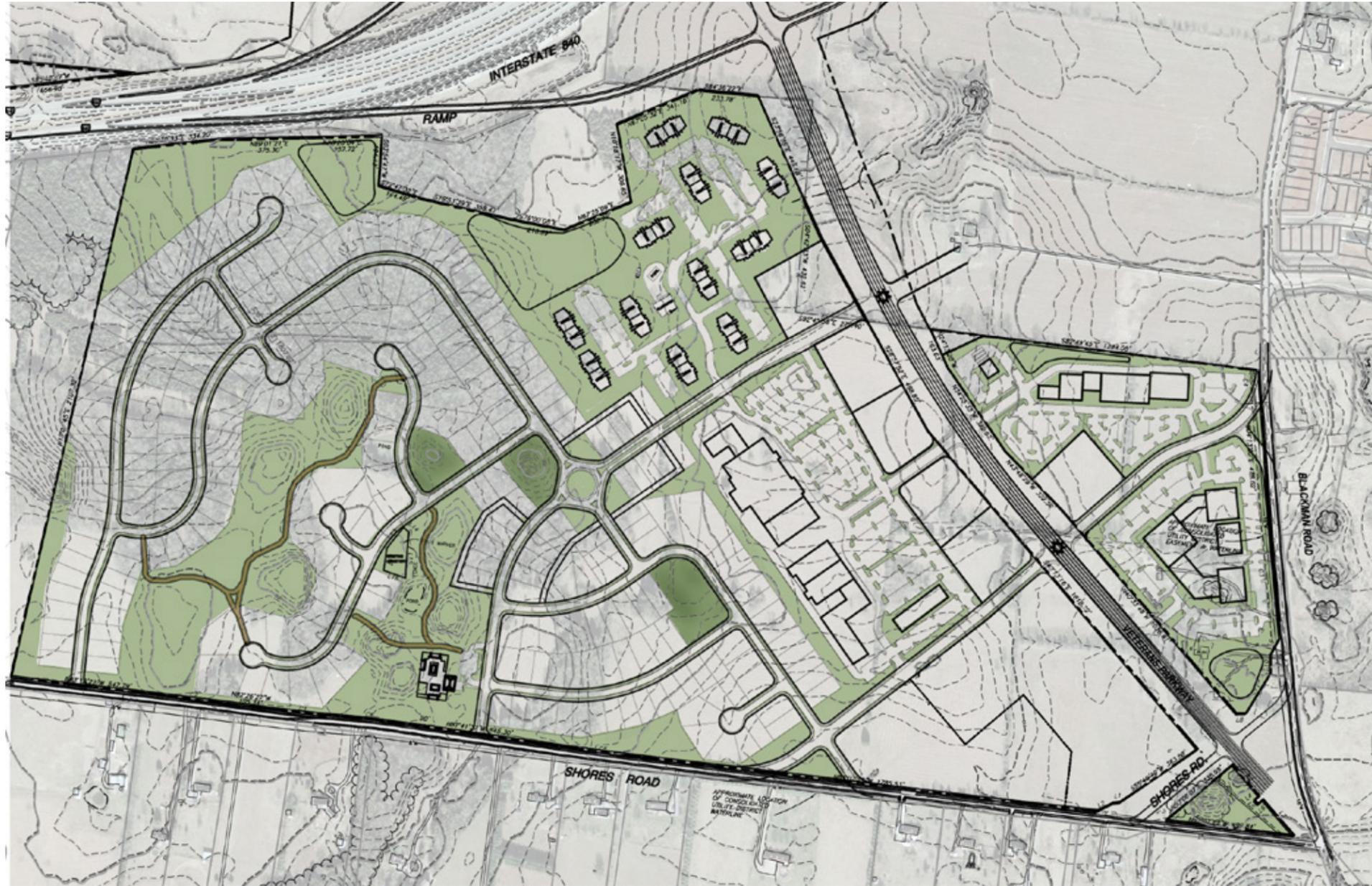


MASTER PLAN





OPEN SPACE NETWORK

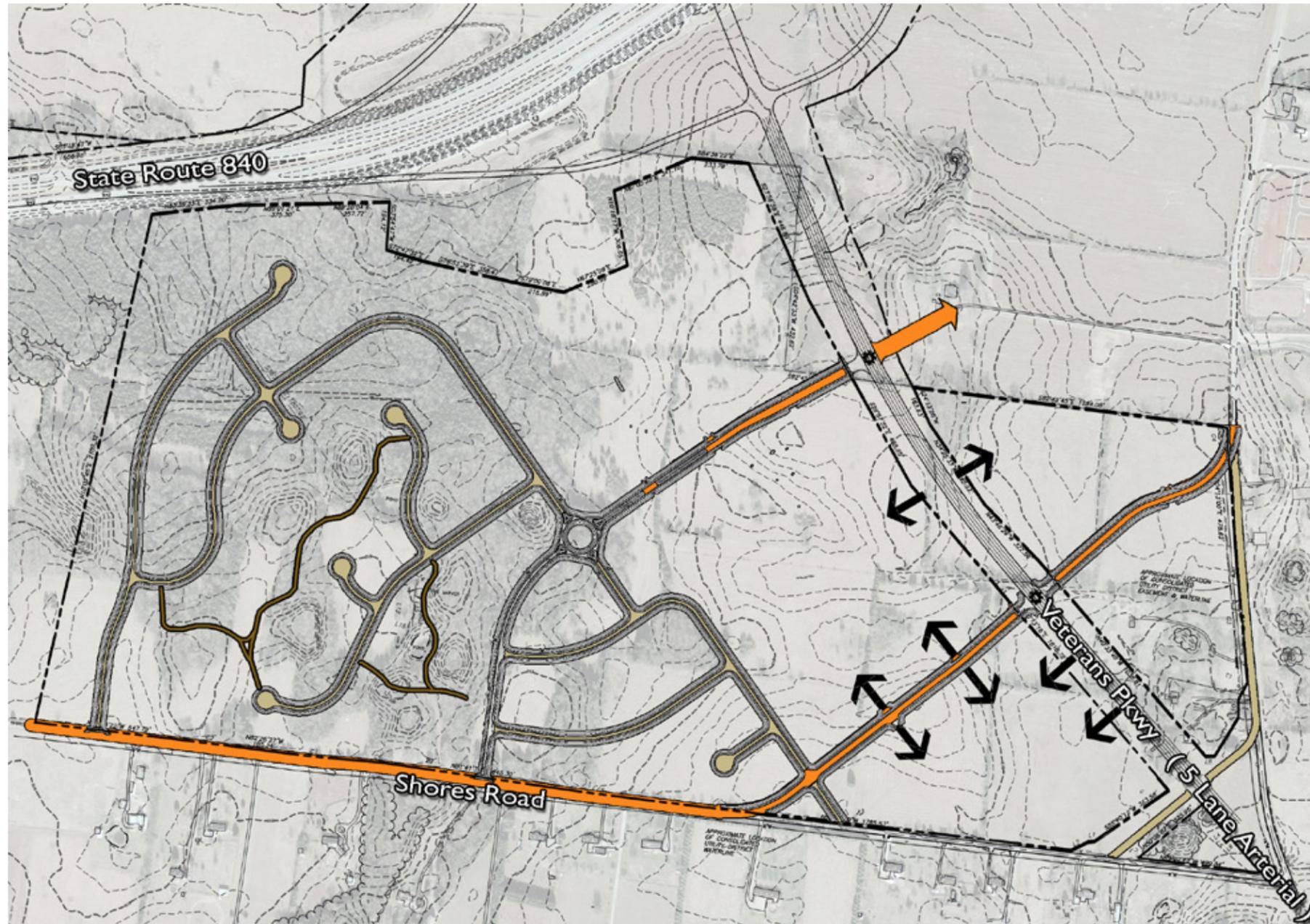


	Pocket Park	3.22 Acres
	General Open Space	61.62 Total Acres (includes pocket parks)
		29.8% of Total Site Acreage

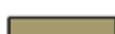


TRANSPORTATION NETWORK

The project site is currently accessible along the south property line by Shores Road and along the east property line from Veterans Parkway. Veterans Parkway and new interchange at State Route 840, provides additional access via a proposed 5 lane arterial road.



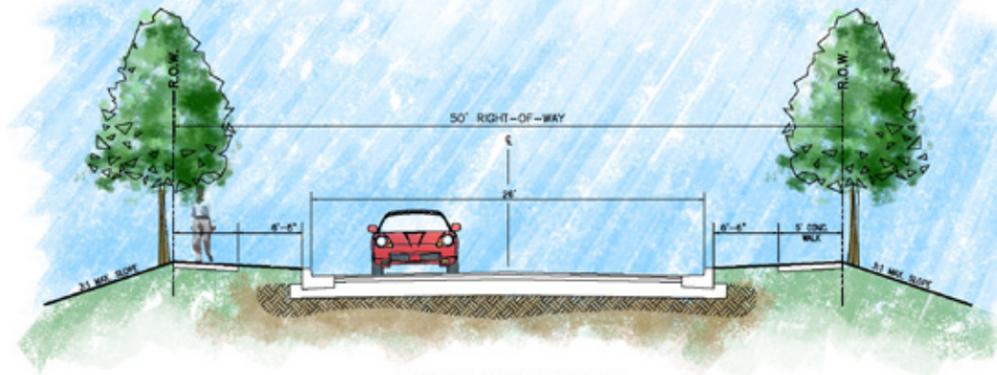
Site Circulation Plan

-  3 Lane Community Collectors
-  2 Lane Community Collectors
-  Residential Local
-  Residential Local with On-street Parking
-  Community Sidewalks
-  Trails
-  Private Alleys

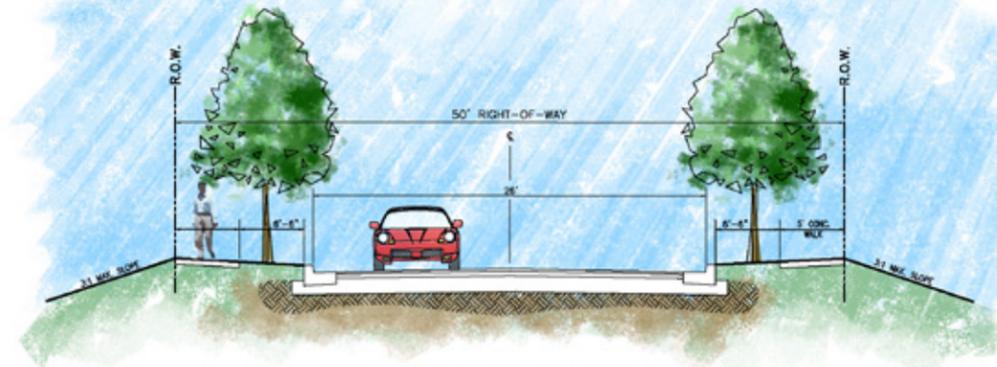


TRANSPORTATION NETWORK- COMMUNITY STREETSCAPES

All public streets and private alleys will be designed to accommodate service delivery capabilities.



RESIDENTIAL LOCAL
(50' R.O.W.)



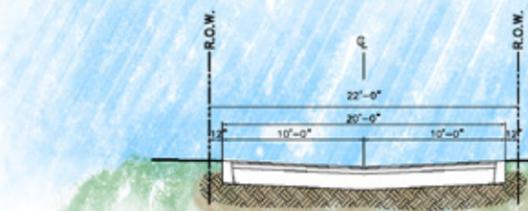
2 LANE COMMUNITY COLLECTOR
(50' R.O.W.)



3 LANE COMMUNITY COLLECTOR
(60' R.O.W.)



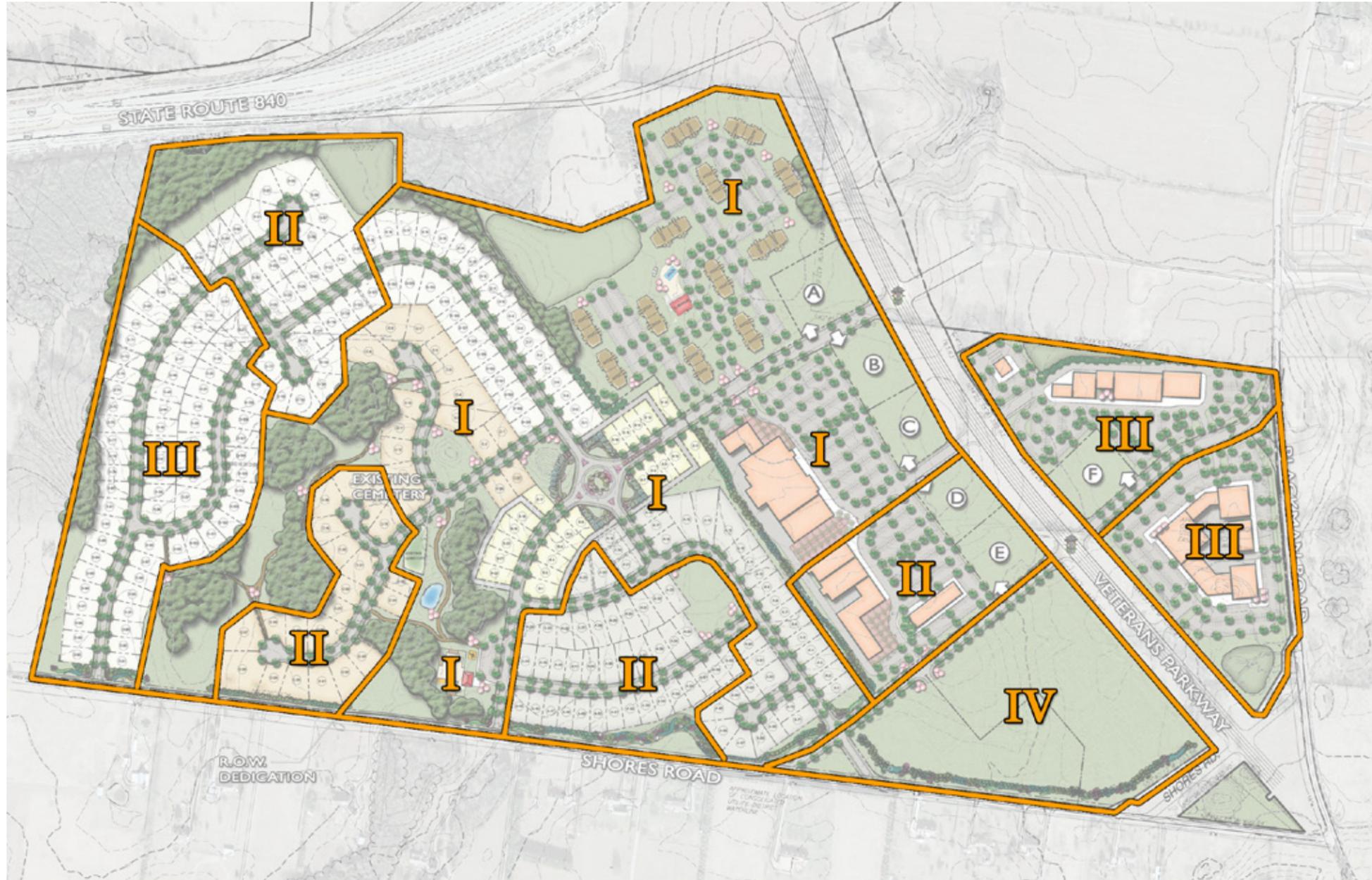
**RESIDENTIAL LOCAL
WITH ON-STREET PARKING**
(50' R.O.W.)



PRIVATE ALLEY LANE
(22' R.O.W.)



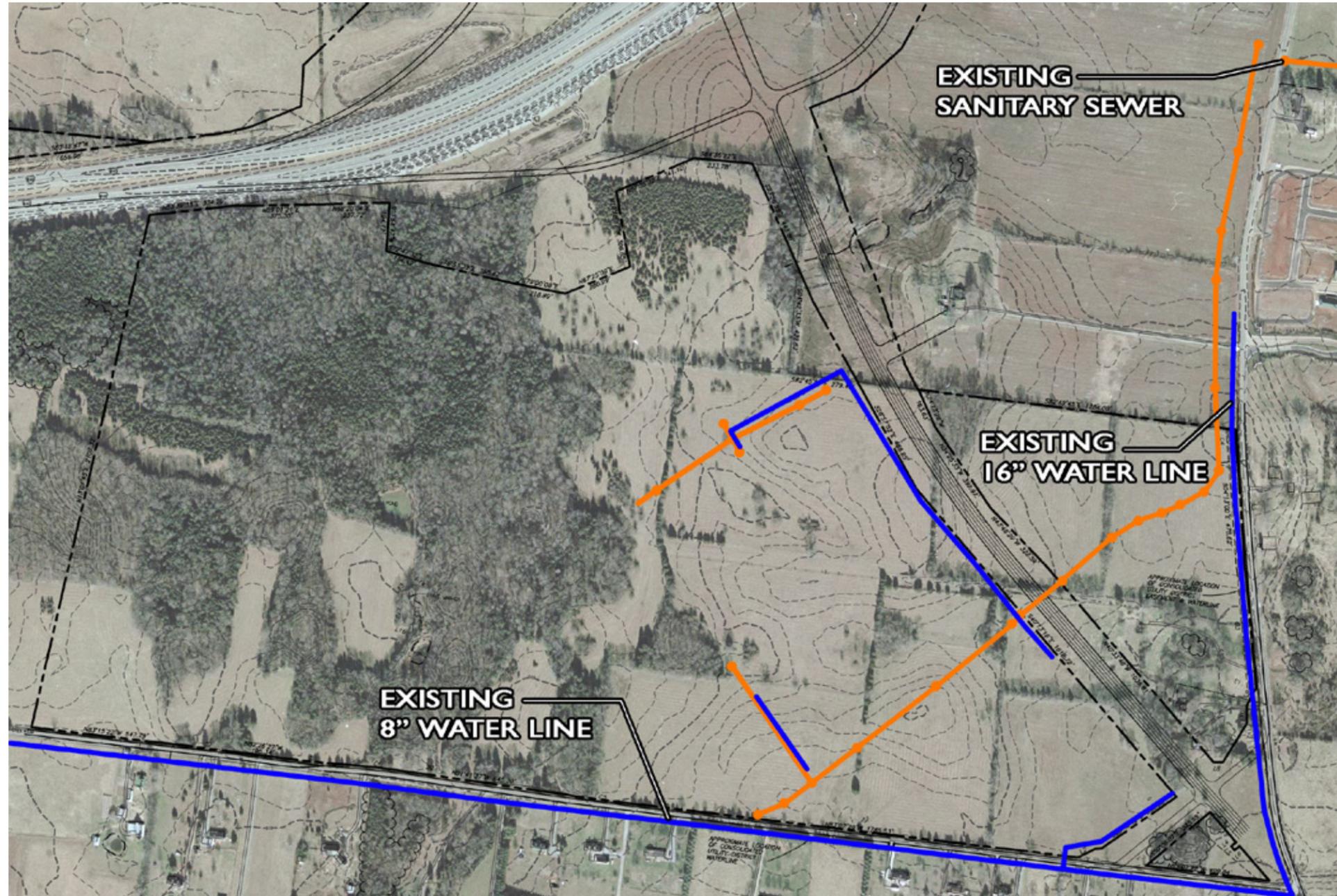
PHASING PLAN





UTILITIES - WATER, SEWER, & DRAINAGE

No blue line streams are on the property. Two small ponds are centrally located in the western 1/3 of the site (one of which has been identified as wetlands). Drainage is predominantly site contained and takes places from the numerous high points toward the Karst depressions (sinkholes) and the perimeter of the site. A majority of the property drains toward I-840, the northern border of the property. Sanitary sewer will be extended from an existing manhole north of Berkshire via gravity sewer along existing Blackman Road. A 16" water line exists on the western side of existing Blackman Road that will serve the property.



OVERVIEW

Westlawn has been designed to provide a variety of amenity opportunities for its residents and patrons. Designed as a mixed-use development, the design element of these amenity features has been created to reflect a character that is unique to the Westlawn community. The architecture, streetscape, signage and open space development designed to reinforce the character of a cohesive planned development.

The residential communities have been designed to preserve and respect the natural resources. These resources are incorporated into open space that has created a network of interconnected trails. Complimented by the sidewalk system that is part of the streetscape, this network connects the various parts of the neighborhood and creates a variety of pedestrian experiences for its residents. This network also connects the residents to the poolhouse and swimming facility that provides a more structured active recreational use for its residents.

The remaining open spaces within the residential neighborhood of Westlawn have been designed to create transitional buffers between adjacent property owners. Along Shores Road, a combination of preserved vegetation and landscaped berm have been provided to visually screen the adjacent neighbors from the proposed residential units.

Within the commercial component of Westlawn, formal open spaces will be developed to create courtyards and pedestrian gathering spaces. 15' – 20' wide sidewalks will be implemented to create a pedestrian oriented walk system that will be supplemented with foundation and tree plantings.

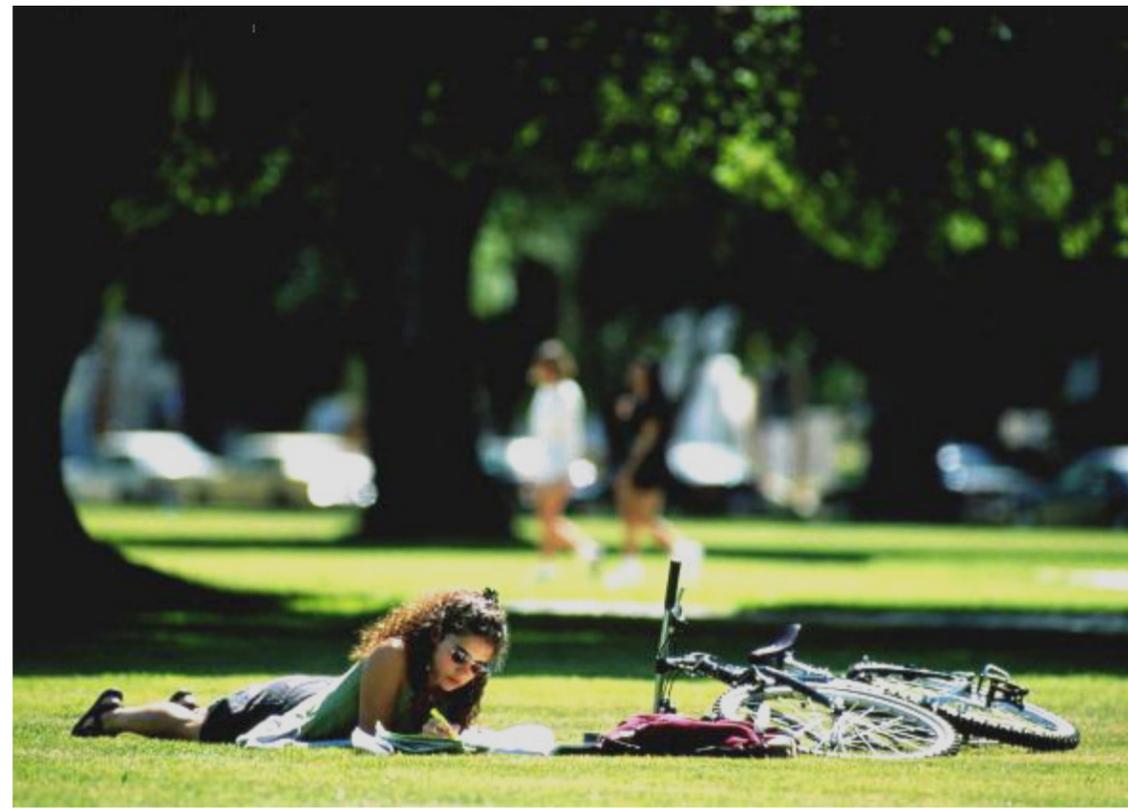
The streetscapes throughout Westlawn have been designed to be visually pleasing and pedestrian friendly. With walks on both sides, the network of streets connects the various land uses for both vehicular and pedestrian traffic. The design elements incorporated into the streetscape include lighting, street trees and street signage that will be consistent throughout the development to create a consistent theme.

Signage is a critical design element that will be used to let both the residents and patrons know that they are within a Planned Development. The palette of materials and size has been developed to create the theme of the development. All signage will be in conformance with the City's requirements but will more importantly be governed by the owners association to insure compatibility and consistency throughout the development.

Overall, the Westlawn amenity feature will be designed to create a fluid community that will be tied together by these common design elements.



PARKS & AMENITY AREAS



SIGNAGE & ORNAMENTAL LIGHTING

Traditionally styled street pole lighting will be used throughout the proposed development to create a cohesive look. In addition to the lighting, the street signage will maintain the same character.

Cohesive signage will be used throughout the proposed Westlawn Development. Larger signage with ornamental lighting will be used at the front entrance and smaller complimentary signage at secondary entrances. The light poles below are shown as example ornamental lighting, which will be public. The actual light pole will have to be coordinated with Middle Tennessee Electric and Murfreesboro Electric. At the time of construction document submittal plans will be included as to which pole was selected and where they will be located.



Example of street lighting



Example of street signage



Examples provide by Middle Tennessee Electric Membership Corporation.



Building Signage



Building Signage



Marquee Signage



Development Signage



Retail Lighting

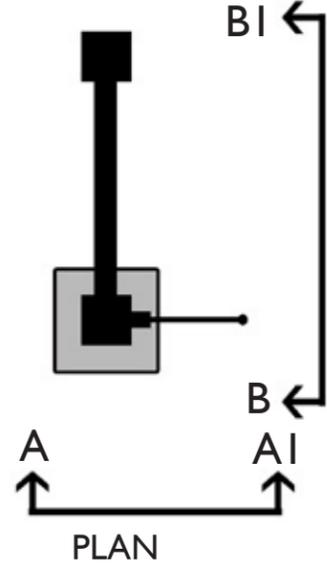


COMMUNITY SIGNAGE & MAIN ENTRY SIGNAGE

The materials proposed for the signage are stone, limestone, stucco, painted pvc, wrought iron fencing, and copper. This material is proposed for the commercial as well as the residential signage to help unify and create community character. The Westlawn logo is applied in an emblem form and is a simple way to help visitors and residents to identify the community.



KEY MAP



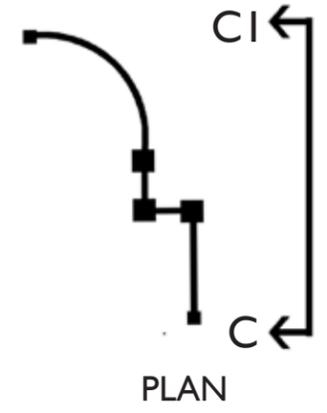
PLAN



Community Signage / SECTION A - AI



Community Signage / SECTION B - BI



PLAN



Main Entrance Signage / SECTION C - CI



MONUMENT SIGNAGE FOR OUTPARCELS & ROUNDABOUT STRUCTURE



KEY MAP



● Outparcel Signage



● Roundabout Structure / ELEVATION



RESIDENTIAL AMENITIES - POCKET PARKS

The amenity package for Westlawn includes active open space areas, which includes larger informal parks and formal pocket parks. Both the informal and formal spaces will include seating areas for residential use. Additionally, a playground is proposed for the neighborhood amenity center. Ornamental trees and shrub massings are proposed to accent these pocket park areas.



RESIDENTIAL AMENITIES - POOLHOUSE / POOL

The multi-family and single family residential communities will both have a pool facility to provide active recreation opportunities. Both facilities will be designed to blend with the architecture of their communities.



Multi-family Clubhouse / Pool Area to include clubhouse, pool, kiddie pool, and paved seating areas. Specific designs will be provided as part of the GDO process.



Residential Community Poolhouse / Pool Area will include a playground, 1,200 S.F pool house, 1,800 S.F pool, 420 S.F toddler pool, and paved seating areas, along with parking, walks, and trails that will connect the community to the amenity center.



RESIDENTIAL AMENITIES - TRAIL SYSTEM

Trail systems have been developed to connect the various neighborhood communities to the central amenity site. As proposed, the community will have approximately 2,970 linear feet of paved trails that will connect the communities and provide residents access to experience the natural amenities of the site.



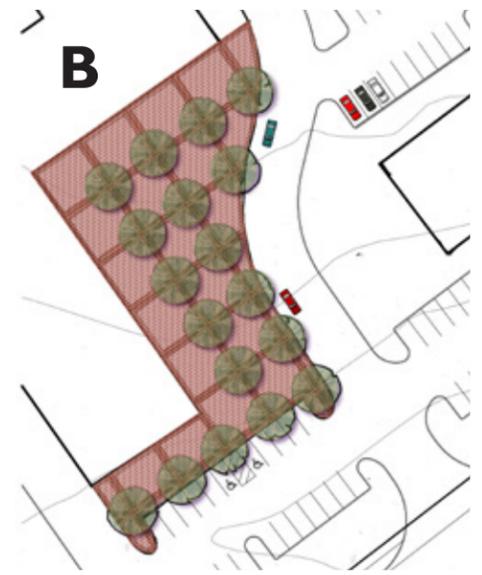
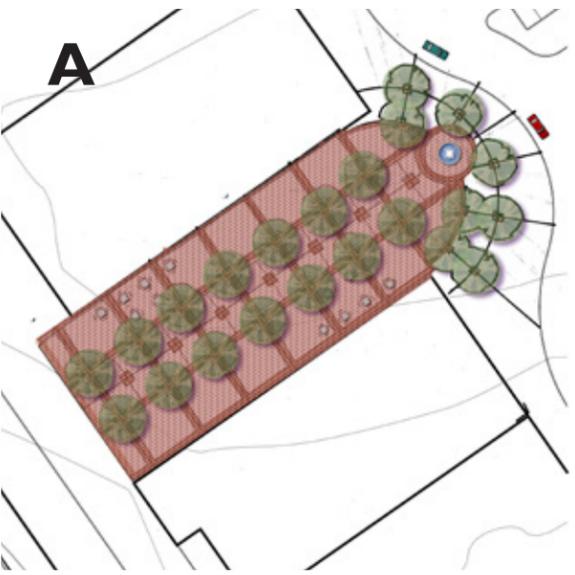
RESIDENTIAL AMENITIES - WALKABLE COMMUNITY

Walkability is the cornerstone and key to a development's efficient ground transportation. Every trip begins and ends with walking. Walking remains the cheapest form of transport for all people, and the construction of a walkable community provides the most affordable transportation system any community can plan, design, construct and maintain. Walkable communities put environments back on a scale for sustainability of resources and contribute to social interaction and physical fitness. Walkable communities are more liveable communities and lead to whole, happy, and healthy lifestyles for the people who reside.



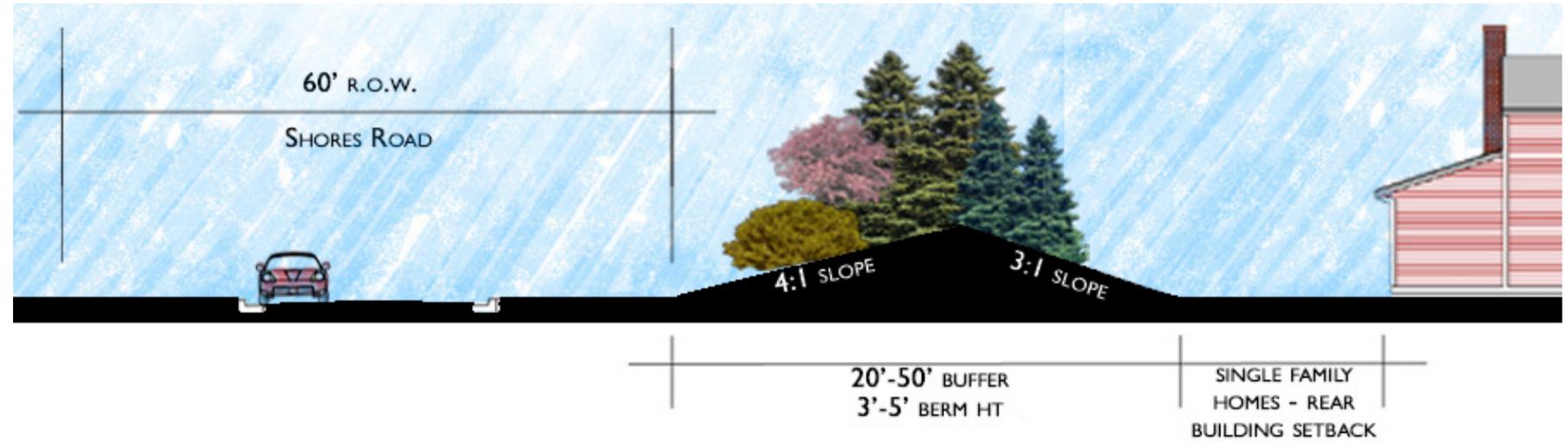
COMMERCIAL - FORMAL OPEN SPACE/PLAZA SPACE

Formal plazas will be incorporated into the retail center to provide pedestrian gathering spaces. Sidewalks are also designed to provide enough width to create a pedestrian oriented and human scale space.



RESIDENTIAL- BUFFER/SCREENING

A 20 to 50' minimum landscape buffer will be provided along Shores Road to screen the backs and sides of the proposed 85' and 63' residential lots that back up to the existing residents along Shores Road. This buffer will be a culmination of ornamental and evergreen plant material. This application will be designed around existing vegetation and will be installed continuously along the backs of the proposed lots.



SECTION A-A1

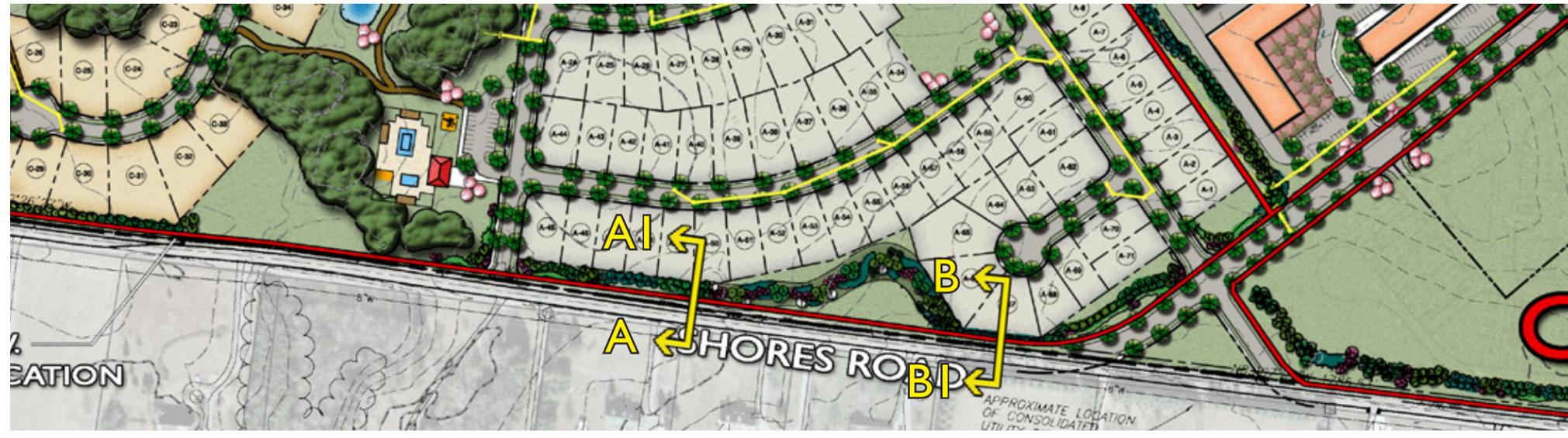
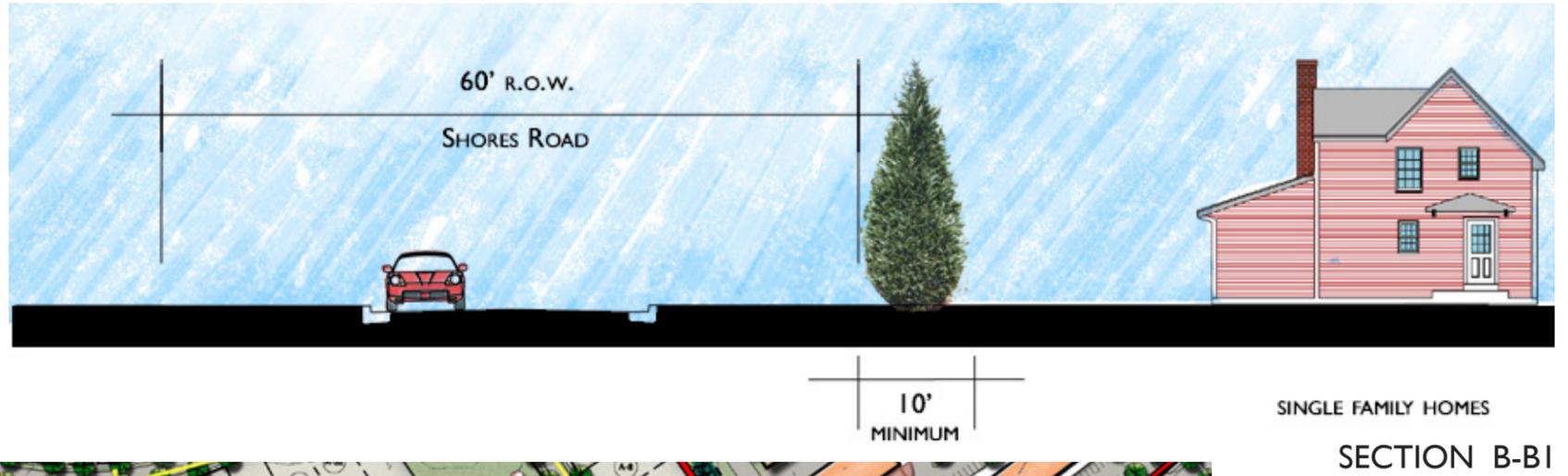
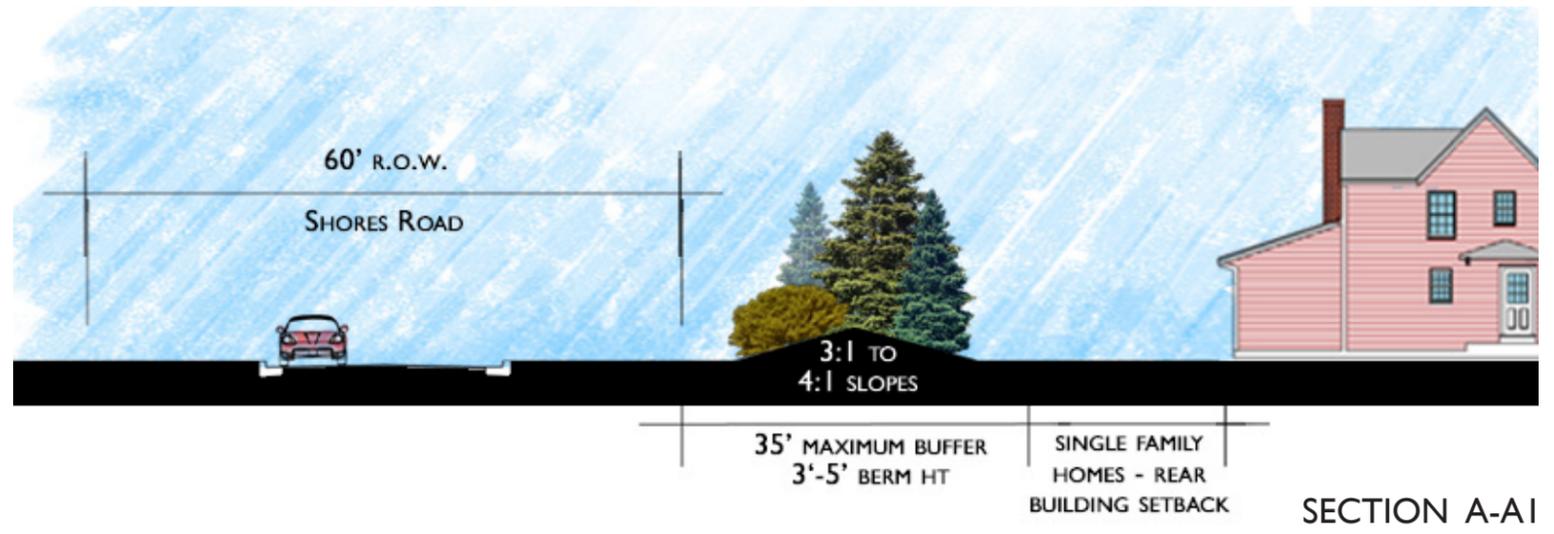


PLAN VIEW



RESIDENTIAL-BUFFER/SCREENING

Where 60' lots back up to Shores Road, a 10' to 35' buffer will be provided to screen the backs and sides of the residential lots. This buffer will be a culmination of ornamental and evergreen plant material and will include berms on the wider buffers to add additional screening.



PLAN VIEW

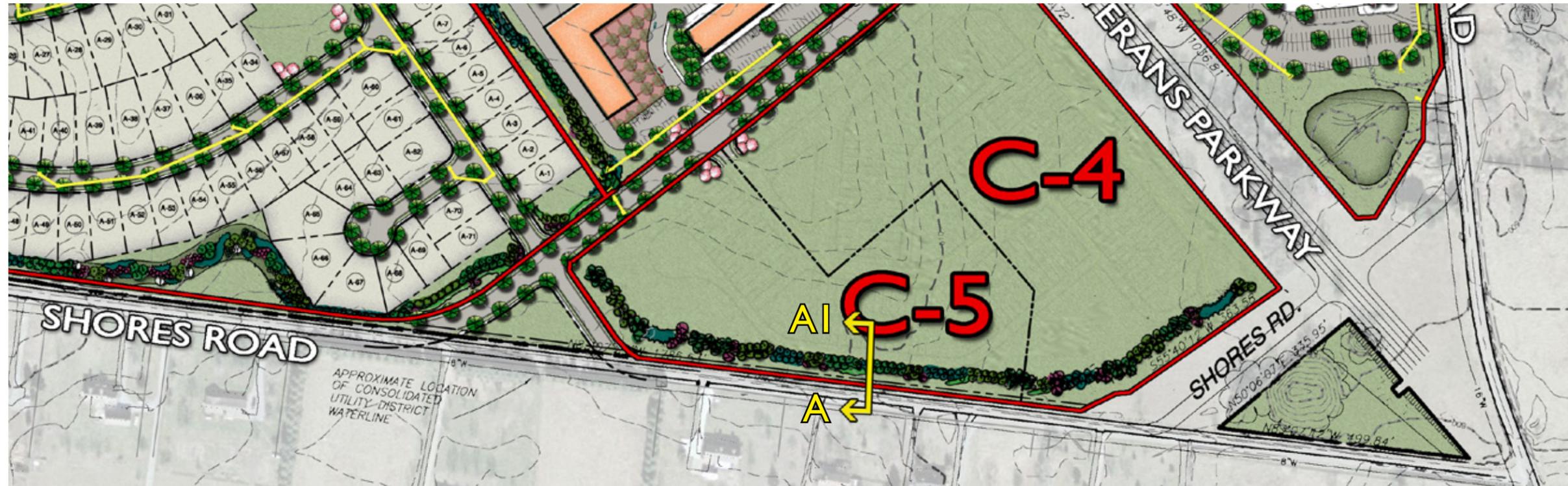


RESIDENTIAL- BUFFER/SCREENING

A buffer along the existing Shores Road alignment will be installed that contains a berm with evergreen planting to screen the proposed alley from the residents along Shores Road.

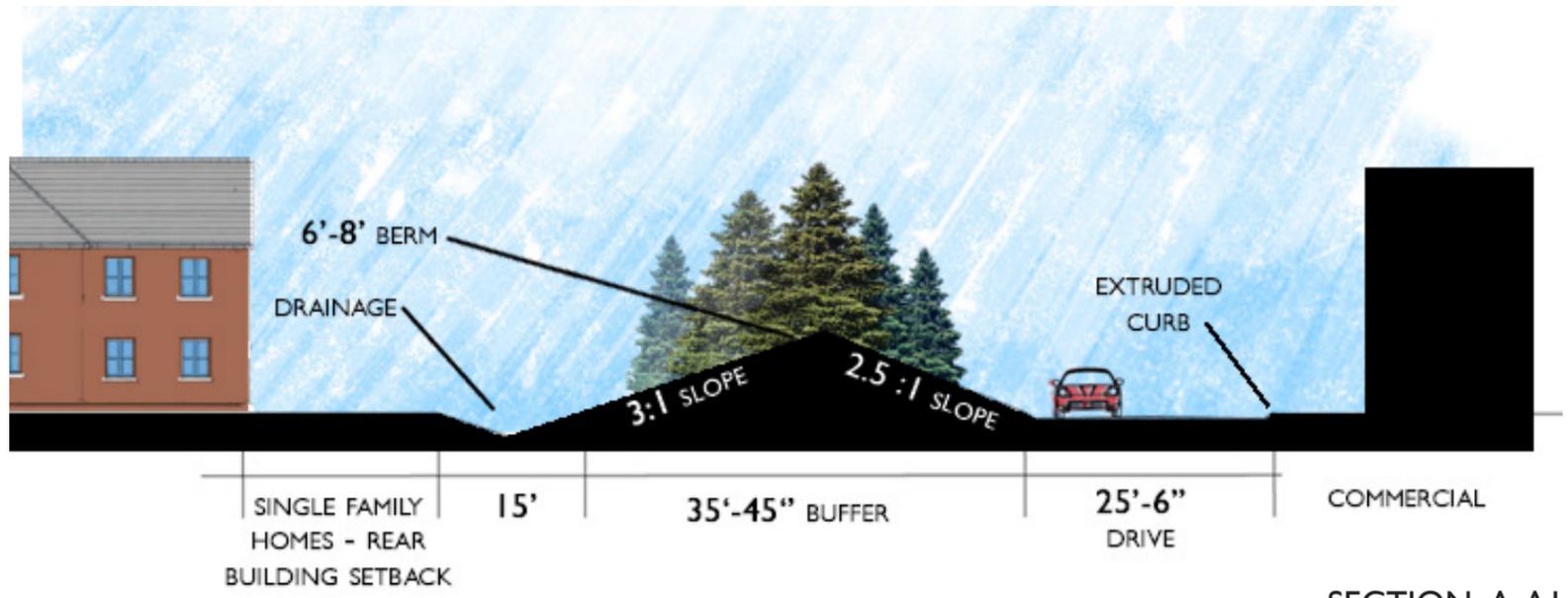


SECTION A-A1

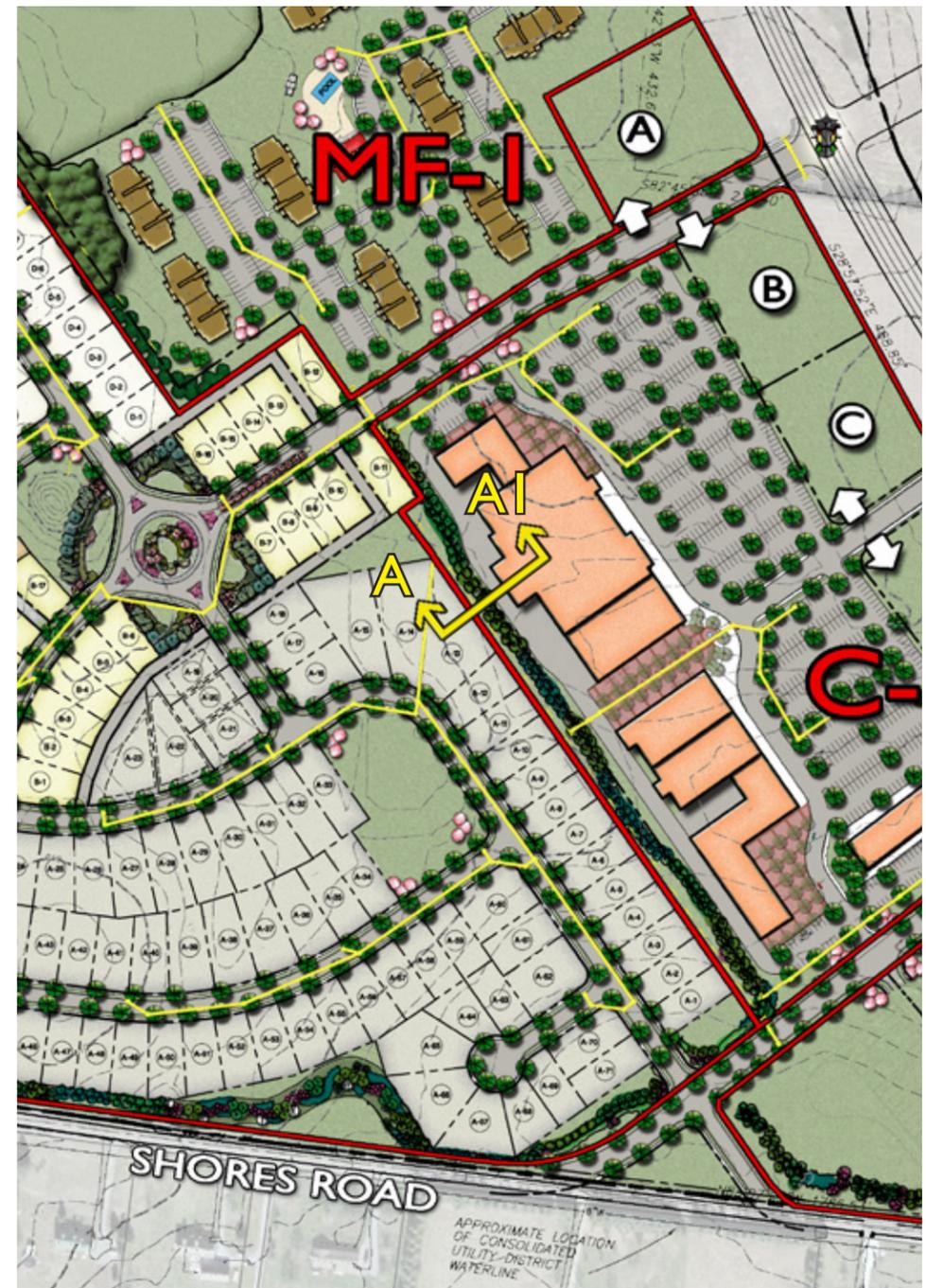


COMMERCIAL - BUFFER/SCREENING

A continuous evergreen planting buffer will be installed within the open space transition between the proposed commercial component and the proposed single family lot. A 6' to 8' berm with evergreen plantings will be installed continuously along this edge as depicted in the plan view.



SECTION A-AI



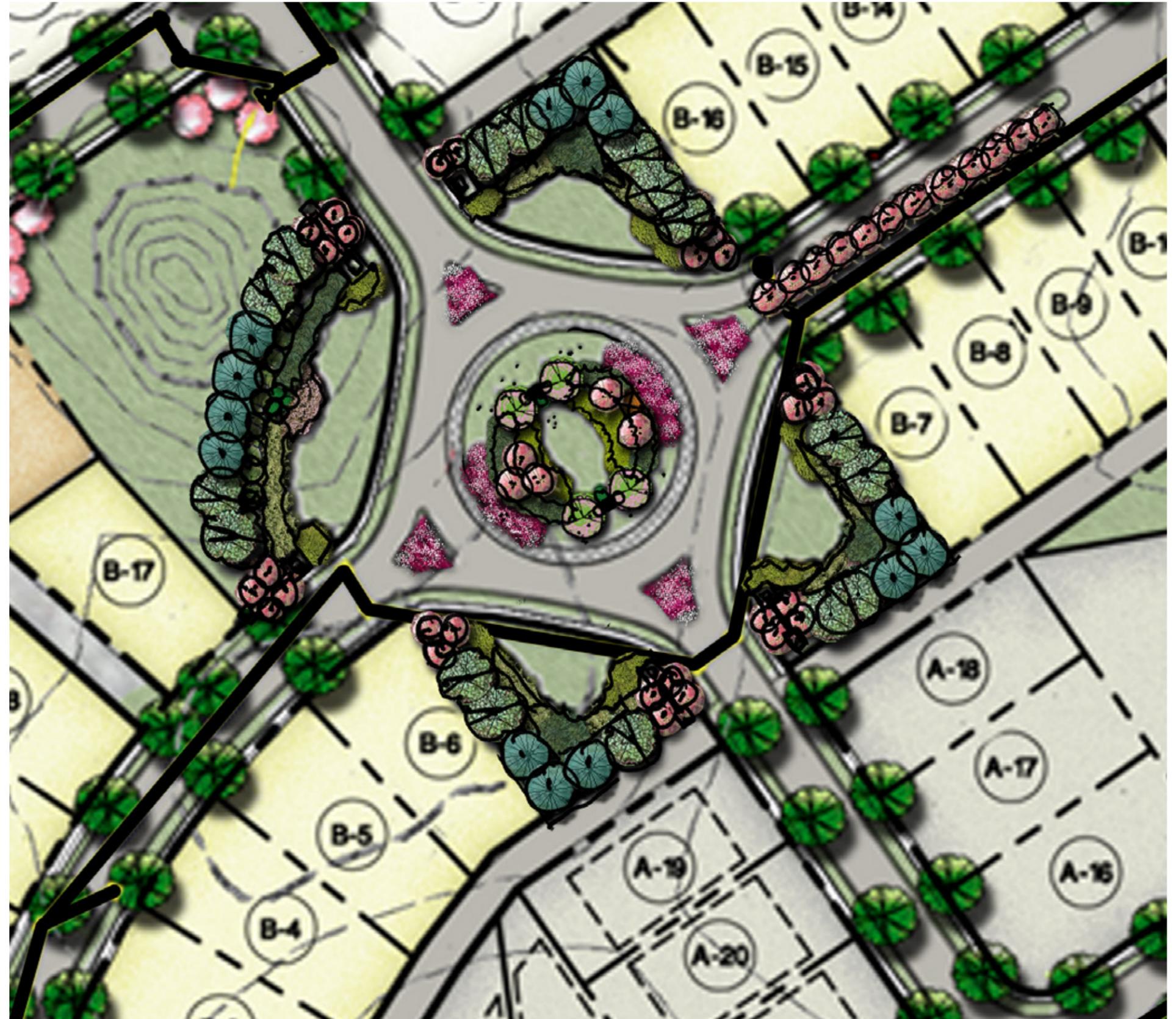
PLAN VIEW



ROUNDAABOUT



The roundabout contains the community signage and roundabout structure, as well as a dense massing or hedge of evergreen trees and shrubs, mixed with accents of color. The roundabout structure acts as a focal point and landmark for residents and visitors. Ornamental trees help accent this feature and fill the space with color and texture.





OVERVIEW

The proposed architectural look for Westlawn will reflect a unique variety of building materials including brick, stone, precast concrete, and canvas awnings. The architectural rendering and supporting images illustrate the type of materials and character for the proposed development. Roof lines with varied heights will add interest to the facade and create an aesthetically pleasing retail center. The architectural and landscape character of these buildings will apply to the entire development including the out parcel properties. Although the tenants for the six out parcels has not yet been determined, the Westlawn standard will require the conformity of such out parcels. Upon completion of the development all buildings will be required the same standard landscape package, ornamental lighting and upgraded building facade set forth by the rest of the development. The developer's vision is to create an environment that functions well from a pedestrian and vehicular pattern as well as create aesthetic value to neighboring future developments.

Current parking calculations reflect the standard for typical minimum retail usage of 1 space per 200 sq.ft. Parking calculations and building sq. ft. will be modified pending on the tenant.



ARCHITECTURAL CHARACTER



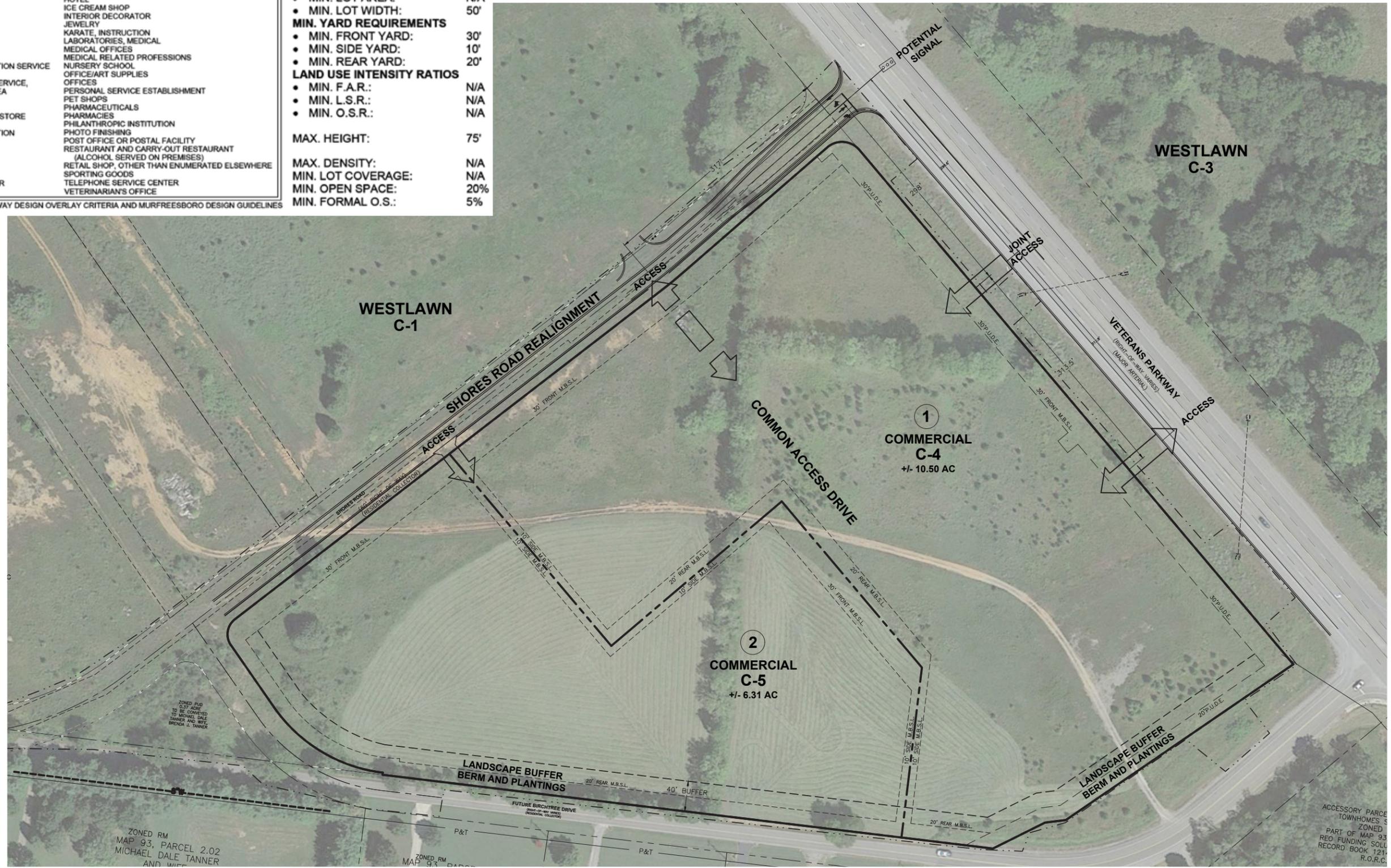
OVERVIEW - C-4

COMMERCIAL AREA C-4	
PERMITTED USES	
ADULT DAY CARE HOME	HOTEL
ANTIQUA SHOP <3,000 S.F.	ICE CREAM SHOP
ASSISTED LIVING	INTERIOR DECORATOR
BAKERY, RETAIL	JEWELRY
BANK, BRANCH OFFICE	KARATE, INSTRUCTION
BARBER OR BEAUTY SHOP	LABORATORIES, MEDICAL
BOOK OR CARD SHOP	MEDICAL OFFICES
BUSINESS SCHOOL	MEDICAL RELATED PROFESSIONS
BUSINESS AND COMMUNICATION SERVICE	NURSERY SCHOOL
CLOTHING STORE	OFFICE/ART SUPPLIES
CONVENIENCE SALES AND SERVICE, MAX 5,000 S.F. FLOOR AREA	OFFICES
CRAFTS STORE	PERSONAL SERVICE ESTABLISHMENT
DAY-CARE CENTER	PET SHOPS
DEPARTMENT OR DISCOUNT STORE	PHARMACEUTICALS
DOUGHNUT SHOP	PHARMACIES
DRY CLEANING PICK-UP STATION	PHILANTHROPIC INSTITUTION
FLOWER OR PLANT STORE	PHOTO FINISHING
FUNERAL HOME	POST OFFICE OR POSTAL FACILITY
GAS STATION	RESTAURANT AND CARRY-OUT RESTAURANT (ALCOHOL SERVED ON PREMISES)
GROCERY	RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE
HEALTH CLUB	SPORTING GOODS
HOME IMPROVEMENT CENTER	TELEPHONE SERVICE CENTER
HOSPITAL	VETERINARIAN'S OFFICE

*PLANS TO ADHERE TO GATEWAY DESIGN OVERLAY CRITERIA AND MURFREESBORO DESIGN GUIDELINES

PCD ZONING BULK REGS:

MIN. LOT REQUIREMENTS	
• MIN. LOT AREA:	N/A
• MIN. LOT WIDTH:	50'
MIN. YARD REQUIREMENTS	
• MIN. FRONT YARD:	30'
• MIN. SIDE YARD:	10'
• MIN. REAR YARD:	20'
LAND USE INTENSITY RATIOS	
• MIN. F.A.R.:	N/A
• MIN. L.S.R.:	N/A
• MIN. O.S.R.:	N/A
MAX. HEIGHT:	75'
MAX. DENSITY:	N/A
MIN. LOT COVERAGE:	N/A
MIN. OPEN SPACE:	20%
MIN. FORMAL O.S.:	5%



OVERVIEW - C-4



The proposed C-4 area is intended to allow for a continuation of the outparcel development pattern that is established in the C-2 and C-3 areas along the veterans parkway frontage and along the Northshore drive realignment with the same architecture and site design commitments. The proposed addition of hospital to be a permitted use would strengthen consistency in used between C-4 and C-5 and create a more favorable condition for medical related uses.



OVERVIEW - C-5

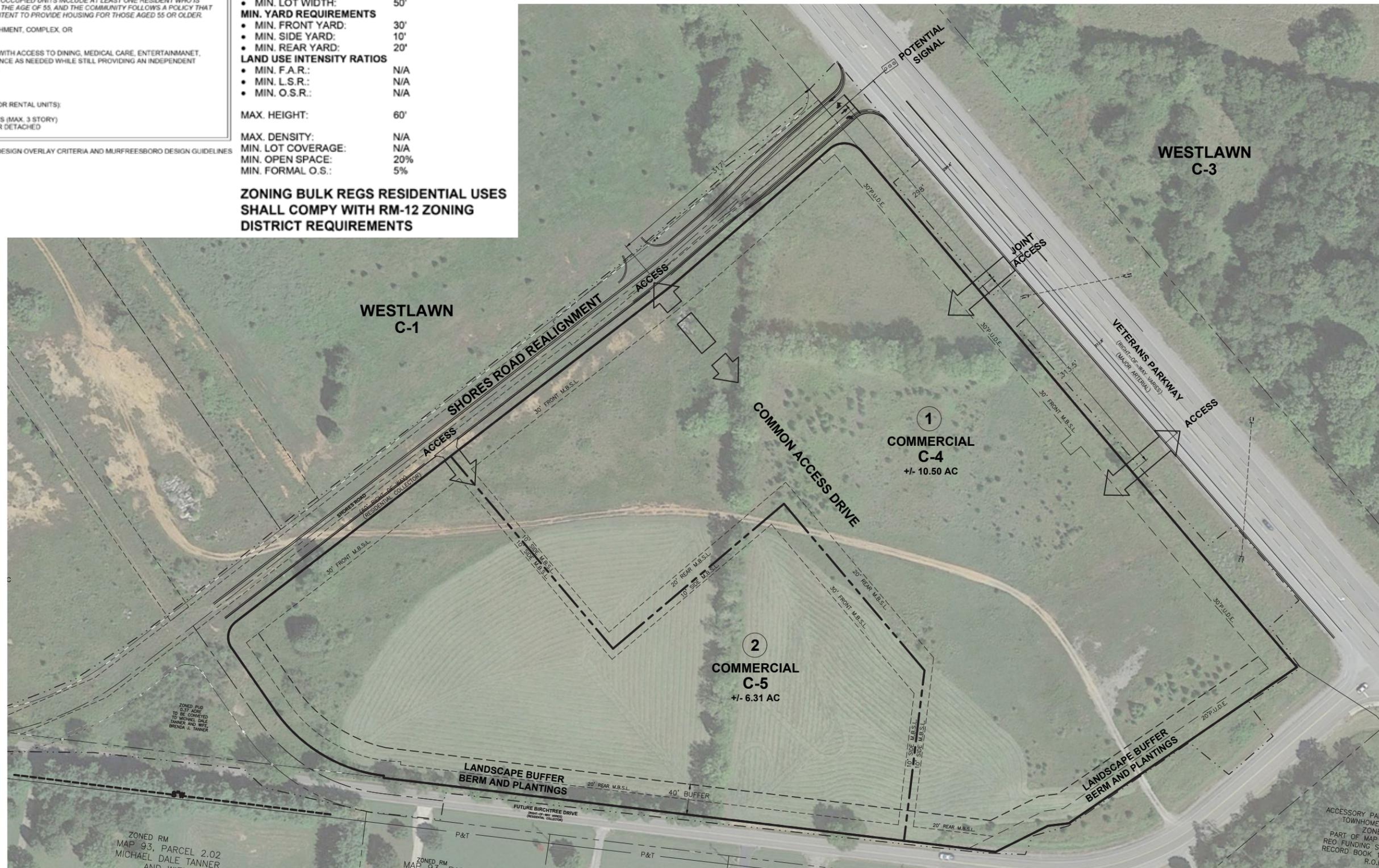
COMMERCIAL AREA C-5	
PERMITTED USES	
• AGE RESTRICTED RESIDENTIAL	◦ AT LEAST 80% OF THE OCCUPIED UNITS INCLUDE AT LEAST ONE RESIDENT WHO IS VERIFIED TO BE OVER THE AGE OF 55 AND THE COMMUNITY FOLLOWS A POLICY THAT DEMONSTRATES AN INTENT TO PROVIDE HOUSING FOR THOSE AGED 55 OR OLDER.
• ASSISTED LIVING	◦ A BUILDING, ESTABLISHMENT, COMPLEX, OR
• HOSPITAL	
• INDEPENDENT LIVING	◦ PROVIDE RESIDENCE WITH ACCESS TO DINING, MEDICAL CARE, ENTERTAINMENT, AND OTHER ASSISTANCE AS NEEDED WHILE STILL PROVIDING AN INDEPENDENT LIVING ENVIRONMENT.
• MEDICAL OFFICES	
• OFFICES	
RESIDENTIAL (NOT DEVELOPED FOR RENTAL UNITS):	
• TOWNHOME (MAX. 3 STORY)	
• MULTI-FAMILY STACKED FLATS (MAX. 3 STORY)	
• SINGLE FAMILY ATTACHED OR DETACHED	

*PLANS TO ADHERE TO GATEWAY DESIGN OVERLAY CRITERIA AND MURFREESBORO DESIGN GUIDELINES

ZONING BULK REGS COMMERCIAL USES:

MIN. LOT REQUIREMENTS	
• MIN. LOT AREA:	N/A
• MIN. LOT WIDTH:	50'
MIN. YARD REQUIREMENTS	
• MIN. FRONT YARD:	30'
• MIN. SIDE YARD:	10'
• MIN. REAR YARD:	20'
LAND USE INTENSITY RATIOS	
• MIN. F.A.R.:	N/A
• MIN. L.S.R.:	N/A
• MIN. O.S.R.:	N/A
MAX. HEIGHT:	60'
MAX. DENSITY:	N/A
MIN. LOT COVERAGE:	N/A
MIN. OPEN SPACE:	20%
MIN. FORMAL O.S.:	5%

ZONING BULK REGS RESIDENTIAL USES SHALL COMPLY WITH RM-12 ZONING DISTRICT REQUIREMENTS



OVERVIEW - C - 5



The proposed C-5 is intended to act as a transition from the more commercial focused development to the residential area to the west. This will be achieved by allowing less intense commercial uses along the C-4 section, and going to higher density residential uses targeted towards senior living and care. The residential section allows townhomes, multi-family stacked flats, and single family attached and detached homes. Not developed for rental units.



Example of Medical Office Building



Example of Medical Office Building



Example of Age Restricted Townhome, 2 Story



Example of Age Restricted Townhome, 3 Story



Example of Age Restricted Single Family Attached



Example of Age Restricted Townhome, 2 Story



Example of Assisted Living Building



Example of Independent Living Building





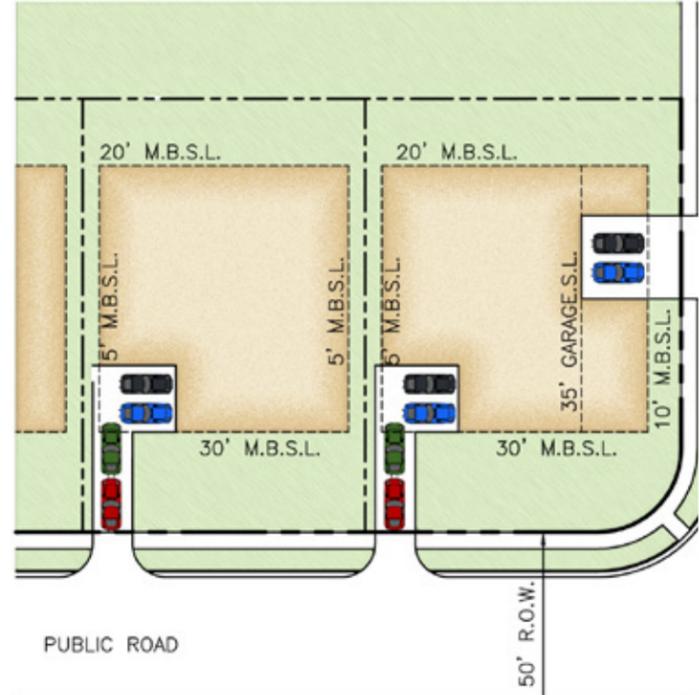
PRODUCT DESIGN - SINGLE FAMILY HOME



SETBACK DATA:

85' PRODUCT

Overall Lot Dimensions	85' x 130'
Lot Width (at setback)	85'
Lot Depth	130'
Front Yard Setback	30'
Side Yard Setback	5'
Corner Side Yard Setback	10'
Porches	May extend into Front & Side Setback



THE NEIGHBORHOODS



PRODUCT DESIGN - SINGLE FAMILY HOME

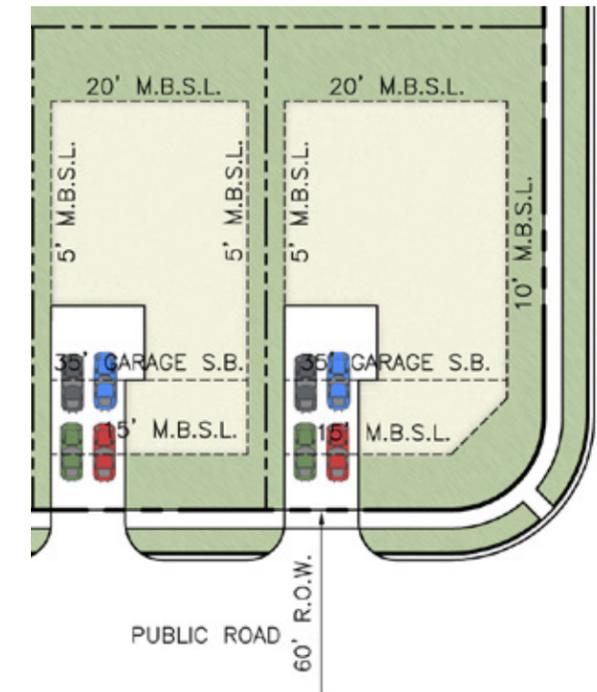
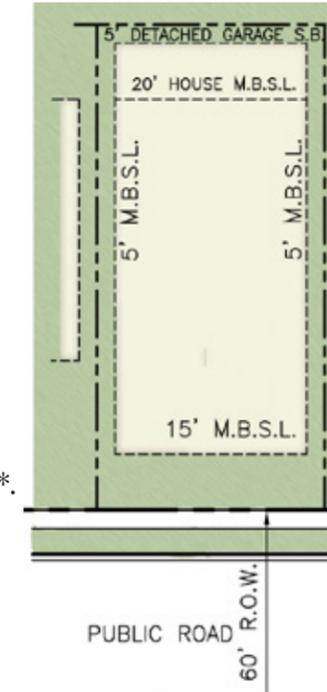


SETBACK DATA:

63' PRODUCT

Overall Lot Dimensions	63' x 130'
Lot Width (at setback)	63'
Lot Depth	130'
Front Yard Setback	15'
Side Yard Setback	5'
Rear Yard	20' For house, 5' for detached garage option*
Corner Lot Side Yard Setback	10'
Porches	May extend into Front & Side Setback
Garage Setback	Garage doors shall be a minimum of 35' from right of way.

* 5' detached garage setback subject to determination of existence of any public utility and drainage easements.



Detached garage option Front loaded garage option



Front loaded garage option



Front loaded garage option



Detached garage option



PRODUCT DESIGN - SINGLE FAMILY HOME



SETBACK DATA:

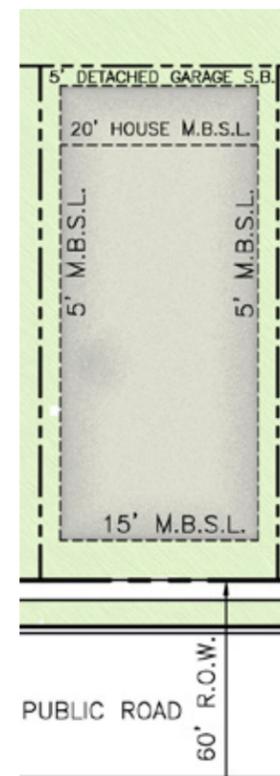
60' PRODUCT

Overall Lot Dimensions	60' x 130'
Front Yard Setback	15'
Side Street Setback	10'
Side Yard Setback	5'
Rear Yard Setback	20' For house, 5' for detached garage option*

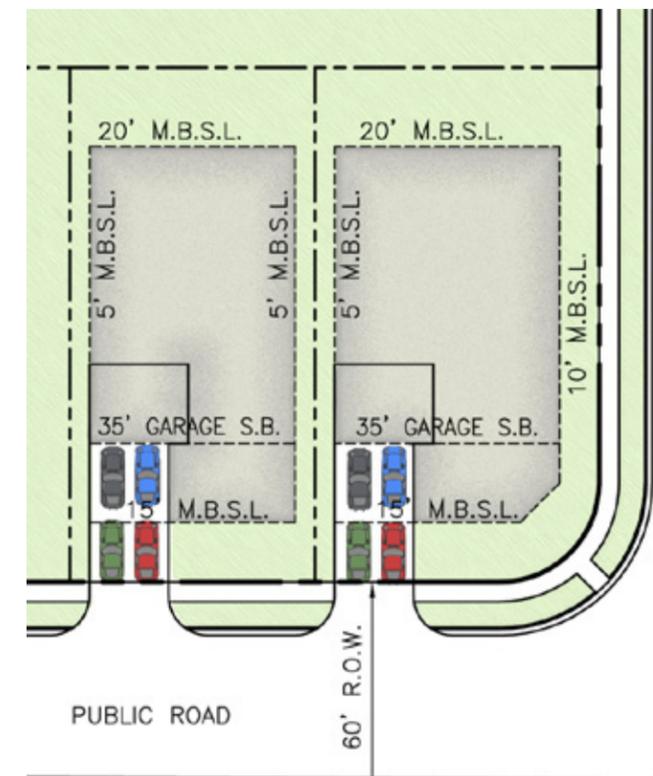
Corner Lot Side Yard Setback 10'
Garage Setback

Face of garages shall be 35' from right of way.
May extend into Front & Side Setback

* 5' detached garage setback subject to determination of existence of any public utility and drainage easements.



Detached garage option



Front loaded garage option

THE NEIGHBORHOODS



Front loaded garage



Detached garage option



Front loaded garage



Front loaded garage



PRODUCT DESIGN - SINGLE FAMILY ALLEY LOADED HOMES



SETBACK DATA:

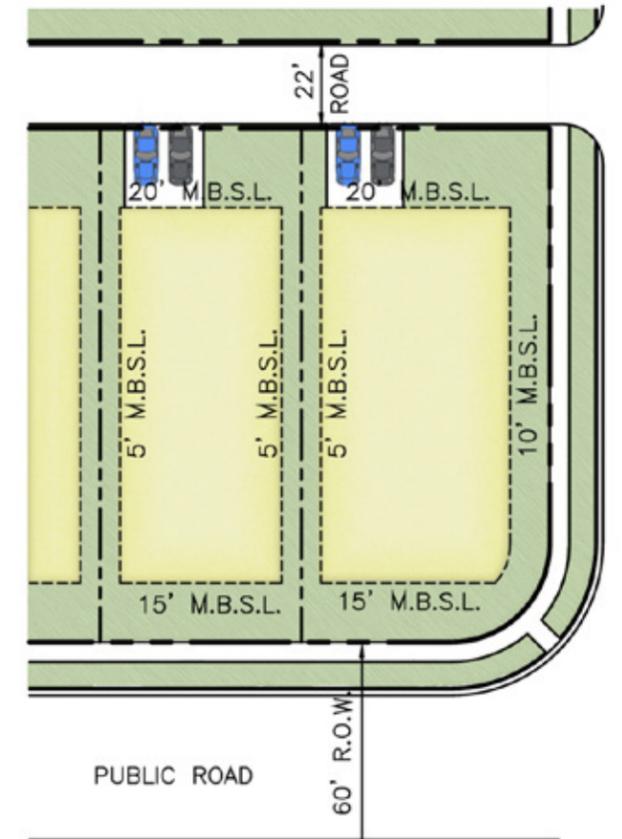
51' PRODUCT

Overall Lot Dimensions
 Front Yard Setback
 Side Street Setback
 Side Yard Setback

Rear Yard Setback
 Garage Setback

Porches

51' x 130'
 15'
 10'
 Minimum setback for all structures is 5'.
 Houses must be 10' apart.
 20'
 Face of garages shall be 20' from alley of way.
 May extend into Front & Side Setback



PRODUCT DESIGN - MULTI-FAMILY



Architectural palette will be submitted for review and approved through the GDO process. Materials will adhere to the standards established as part of the GDO district.





WESTLAWN

Minutes of the Murfreesboro Planning Commission May 6, 2020

6:00 p.m.

Members Present

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

Staff Present

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Dev. Services Exec. Director

Chair Kathy Jones called the meeting to order. She stated that in accordance with Executive Order No. 16 issued by Governor Bill Lee, the Murfreesboro Planning Commission May 6, 2020 meeting would be conducted electronically and there would not be physical public access to the meeting as necessary to protect public health, safety, and welfare in light of the coronavirus. The public may view the meetings electronically through Murfreesboro CityTV which is broadcast on Comcast Xfinity Channel 3 and 1094 and on AT&T U-verse Channel 99. The meeting can also be streamed on Roku, YouTube, Facebook, and the City's website.

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

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

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

Minutes of the Murfreesboro Planning Commission May 6, 2020

Eddie Smotherman

Kathy Jones

Nay: None

Public Hearings

Zoning application [2020-404] to amend the Westlawn PUD to allow “hospital” as a permitted use within the area identified as C-4 within the program book on approximately 10.5 acres located along Veterans Parkway, Saint Thomas Rutherford applicant. Ms.

Jennifer Garland made known she would be abstaining from all discussion and the vote.

Ms. Margaret Ann Green summarized the zoning amendment from the staff report, which had been provided to the Planning Commission in the agenda packet. Ms. Green made known the amendment would allow a hospital to be a permitted use for the portion of the PUD identified as C-4. She also mentioned that there would be a change of ownership from Parks & Harney to Southeast Ministry.

Mr. John Harney, Mr. Jeff Reed, Mr. David Hendrickson, and Mr. Gordon Ferguson were in attendance representing the application. Mr. David Hendrickson began a PowerPoint presentation to provide information from the applicant’s pattern book. He stated that the approved buffer along the south side of this property would remain the same.

Mr. Gordon Ferguson explained how there is a need for medical care for areas around I-840, including the Blackman and Westlawn communities. This proposal is to build a neighborhood hospital. It would be the first of this type of hospital in the State of Tennessee and it would require a certificate of need from the State.

Mr. Ferguson stated the facility would be 32,000 square-feet with two levels. It would include eight in-patient beds, eight emergency treatment rooms, imaging, CT-scan, and lab services. The cost for the hospital would be around 24.6 million dollars. Also, adjacent to this property there are proposed projects that they would be partnering with, including Tennessee Orthopedic

Minutes of the Murfreesboro Planning Commission May 6, 2020

Alliance surgery center and Murfreesboro Medical Clinic. This area would become a medical destination for residents in this area.

Chair Kathy Jones opened the public hearing.

1. **Mr. John Harney** commented on how this medical campus will be a great development and addition for the area. He is in favor of the zoning request. He said that this proposal would be a great asset to Murfreesboro with easy access from other surrounding counties being close to I-840 and Veterans Parkway.

Chair Kathy Jones closed the public hearing.

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

Aye: Ken Halliburton

Ronnie Martin

Warren Russell

Chase Salas

Eddie Smotherman

Kathy Jones

Nay: None

Abstained: Jennifer Garland

Zoning Ordinance amendment [2020-803] for Section 26. Off-Street Parking, Queuing, and Loading as regards off-site parking agreements, joint parking agreements, and other miscellaneous items, City of Murfreesboro Planning Department applicant. WITHDRAWN BY STAFF.

Mandatory Referrals

Mandatory Referral [2020-709] for installation of irrigation lines in public right-of-way in the Legacy Pointe development, Mr. Matt Taylor (on behalf of Rutherford County Area

ORDINANCE 20-OZ-17 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 10.5 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway; Saint Thomas Rutherford, applicant [2020-404].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing "hospital" as a permitted use within the area identified as C-4 in the pattern book.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Ordinance 20-OZ-17

P

City Limits

VAUGHN RD

LYLE McDONALD CT



CH

VETERANS PKWY

CF

PUD Amended

BLACKMAN RD

BLACK OAK DR

LOCUS LN

TULIP TREE DR

PUD

WEBBS RETREAT LN

BIRCHTREE DR

HICKORY BELL DR

SHORES RD

SHORES RD



COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

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

Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule a public hearing for the items below on July 23, 2020.

Background Information

During its regular meeting on June 3, 2020, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

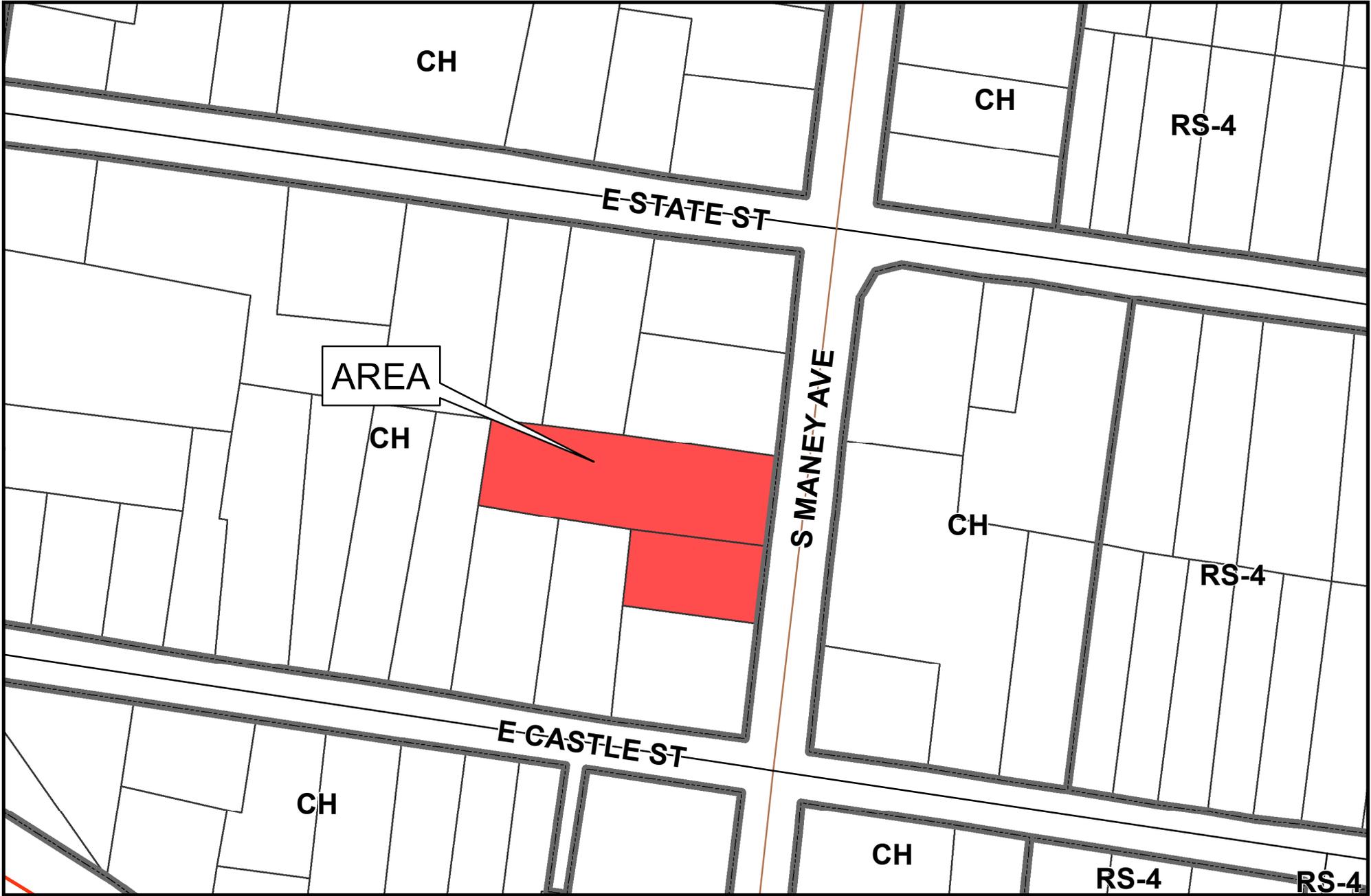
- a. Zoning application [2020-408] for approximately 0.47 acres located along South Maney Avenue north of East Castle Street to be rezoned from CH and CCO to PUD (Maney Station PUD) and CCO, Rhett Kelton applicant.
- b. Zoning application [2020-406] for approximately 5.09 acres located along North Thompson Lane to amend the North Thompson Place PUD (also known as Gateway Village) to expand the uses permitted, Swanson Development LP applicant.

Fiscal Impact

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

Attachments:

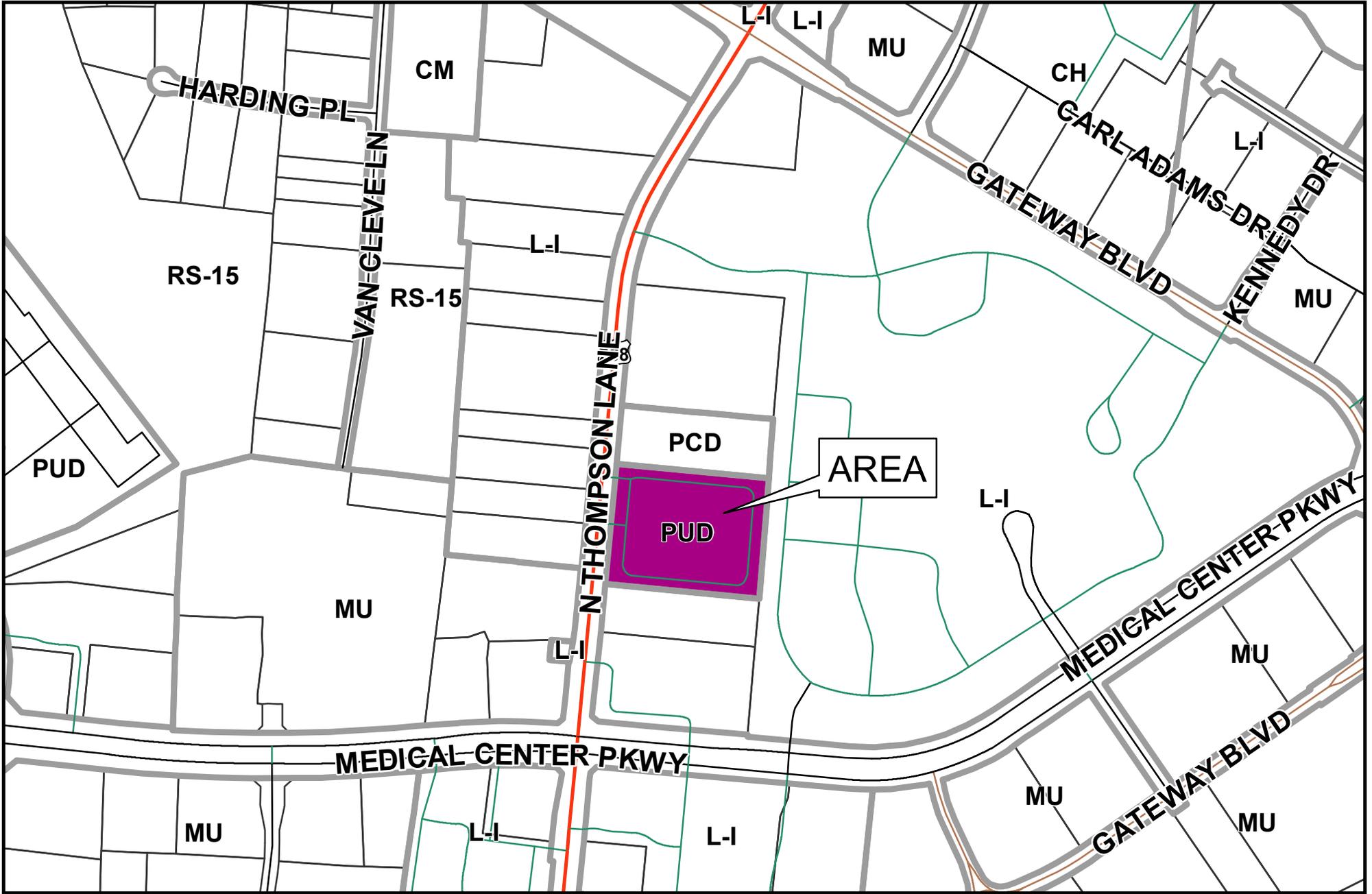
- 1. Map for zoning application for approximately 0.47 acres located along South Maney Avenue
- 2. Map for zoning application for approximately 5.09 acres located along North Thompson Lane



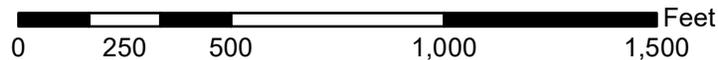
Rezoning Request for Property Along South Maney Avenue
 CH and CCO to PUD (Maney Station PUD) and CCO



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



Zoning Request Along North Thompson Lane
PUD Amendment (Gateway Village PUD)



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

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Council Consent for Employment of Kennedy Ryann Martin as Lifeguard

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Request to approve hiring of Kennedy Ryann Martin as a lifeguard for Parks and Recreation Department.

Staff Recommendation

Approve rehire of Kennedy Ryann Martin as a lifeguard.

Background Information

City Charter Sec. 35 and *Employee Handbook* Sec. 5002 require that Council approve employment of any relative of a Council Member by 2/3 vote.

In 2018, after her father, Ronnie Martin, was elected, Council approved the employment of Kennedy Ryann Martin as a part-time lifeguard. The Parks Department desires to rehire Ms. Martin as a seasonal employee this summer at the standard rate of \$10.23 per hour. Ms. Martin has been a good employee previously and the Aquatics Division has need of certified lifeguards.

Council Priorities Served

Maintain Public Safety

Staff would like to continue the excellent services it offers to keep patrons safe at aquatic facilities and programs by allowing a currently certified and knowledgeable lifeguard to remain on staff.

Fiscal Impacts

All funds for lifeguard are allocated in the Department's Budget.

Attachments:

1. City Charter, Section 35
2. *Employee Handbook* Section 5002, Nepotism

Murfreesboro City Charter Article VII. Section 35 - Salaries generally; certain officers to be appointed by city council; other officers and employees to be appointed by city manager; removal; qualifications; present officers continued in office.

- (a) That the City Council shall fix the salary of the City Recorder, City Treasurer, City Manager, City Judge and City Attorney and shall make provisions for all officers and employees of the city as may be necessary.
- (b) The City Council shall appoint or elect the City Recorder, City Treasurer, City Manager, and City Attorney, who shall serve for an indefinite period and at the will of the council, and who shall have such other qualifications as may be prescribed in this Charter. The City Council shall appoint or elect the City Judge for a definite or indefinite period. All other employees, unless otherwise expressly provided in this Charter shall be appointed by the City Manager, shall serve for an indefinite time and may be removed by such City Manager at any time; provided, however, that no person related in the fourth degree of consanguinity or affinity, to any member of the City Council or to the City Manager, shall be employed or appointed by the City Manager, unless such appointment or employment is confirmed by a two-thirds (2/3) vote of the Council.

(Priv. Acts 1967, ch. 304 § 1; Priv. Acts 1975, ch. 43 § 1(10), 1(11); Priv. Acts 1993, ch. 104 § 16)

not be transferred to a position where it would constitute a violation of this policy.

(3) For purposes of this policy, a relative is defined as a "grandparent, parent, son, daughter, grandchild, spouse, parent-in-law, son or daughter-in-law, brother or sister-in-law, and any other relative who resides in the same household." These terms include "step" relationships and relationships of the half blood.

(4) The provisions of this policy are not to be construed to limit the hiring, promotion, or employment opportunities of any particular group of applicants or employees.

(5) The policy shall be applied as follows:

A. The nepotism policy applies to any person who is employed as a full-time, part-time, regular, or temporary employee.

B. Even though the employment of relatives is permitted when hired before July 1 1996, no employee shall participate in the process of review, recommendation, and/or decision making in any matter concerning hiring, promotion, salary, retention, or termination of a relative.

Pursuant to this provision, a relative may serve an administrative function within the same department so long as the duties do not require or include participation in the process of review, recommendation, and/or decision making in any matter concerning hiring, promotion, salary, retention, or termination of relatives as defined above in subsection (b) (3).

An administrator shall not make employment decisions and/or recommendations which impact a relative individually; however, the policy does not prohibit an administrator who does not otherwise violate the nepotism policy, from making decisions and/or recommendations that pertain to all employees within a department while the administrator has a relative who is an employee of that department.

(6) In searching for qualified candidates for a new or vacated position, persons responsible for selection shall evaluate each individual on merit without consideration of their relationship to another employee. Prior to hiring any individual, the department desiring to hire the individual must conduct an analysis to assure compliance with this city policy and submit a written statement of compliance to the City Manager.

(7) Individuals applying for employment and employees shall be under an ongoing duty to inform the Department Head of a relationship described in Section 5002 (b) (3).

(8) The department may remedy any violation of this policy by voluntary transfer, or if an agreement cannot be reached, by involuntary transfer from a department, section, or position, or by termination. The City reserves the right to transfer or terminate the employment of both employees if an agreement cannot be reached between the employees, Department Head, and City Manager.

(9) This policy shall control unless the appointment or employment is confirmed by at least a five to two vote of the council.

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Approval of State Maintenance Contract for FY 2020-2021

Department: Street Department

Presented by: Raymond Hillis, Executive Director

Requested Council Action:

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

Summary

TDOT Maintenance Contract for FY21

Staff Recommendation

Approve Maintenance Contract TDOT.

Background Information

With this agreement the City will continue to perform routine maintenance and improvements of state routes located within the City limits. TDOT will continue to reimburse the City for the costs associated with this work. The maximum reimbursement amount under this contract has been increased this year to \$341,261.

Council Priorities Served

Safe and Livable Neighborhoods

This contract allows the City to have more control over the selection and performance of all contracted related maintenance work.

Fiscal Impact

None. All expenditures are reimbursed by TDOT up to the maximum amount. The Department will manage expenses to keep below the maximum reimbursement.

Attachments

1. State of Tennessee Department of Transportation Contract



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

To: City of Murfreesboro
Attn: Raymond Hillis, Superintendent
Engineering Dept. – Street Division
620 West Main Street
Murfreesboro, TN 37130

Date: May 28, 2020

Re: City of Murfreesboro Maintenance Contract for 2020-2021

Enclosed, you will find the new contract for Fiscal Year 2020-2021.

Please read the contract, add labor rates on the *Exhibit B* page, sign in the appropriate places and return to our office. After you have signed the new contract and returned it to us, we will forward the contract to our office in Nashville for signatures. Once the Commissioner and our attorney have signed the contract, we will return a signed copy to you for your records.

If you have any questions, please feel free to contact me at 931.270.5030.

Thank you,

A handwritten signature in cursive script that reads "Jarrod Bonar".

Jarrod Bonar, PE, TDOT Operations District Supervisor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT – CITY OF MURFREESBORO

PROJECT NO. TBD
CONTRACT NO. - CMA2166
FISCAL YEAR – 2020-2021

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000004110
Contract #: CMA 2166

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Exhibit A titled Guidelines Covering Maintenance of State Highways through Municipalities, attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2020 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred and Forty-One Thousand, Two Hundred and Sixty Dollars and Sixty-Five Cents (\$341,260.65). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Exhibit A titled Guidelines Covering Maintenance of State Highways through Municipalities	See Exhibit A
Included herein Exhibit B containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

**TN Department of Transportation
2099 Fayetteville Highway
Belfast, TN 37019**

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)

- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor 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 the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor 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.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jarrod Bonar, P.E, TDOT Operations District Supervisor
State of Tennessee, Department Of Transportation
2099 Fayetteville Highway
Belfast, TN 37019
jarrod.bonar@tn.gov
Telephone # 931-270-5030
FAX # 931-276-2333

The Contractor:

Raymond Hillis, Superintendent, Engineering Dept.- Street Division
City of Murfreesboro
620 West Main Street
Murfreesboro, TN 37130
rhillis@murfreesborotn.gov
Telephone # 615-893-4380

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Adam F. Tucker

6/15/2020

CONTRACTOR ATTORNEY SIGNATURE

DATE

Adam F. Tucker

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

Rev. 03-16-2020

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro - Roadway

Approved Maximum Reimbursement Per Square Yard:	\$ 0.15
Total Roadway Surface Area (Yd ²):	1929711
Calculated Maximum Reimbursement (Roadway Surface):	\$ 289,456.65

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd. ²)	Reimbursible Area (yd. ²)
SR 1	Broad St./MBoro Rd.	BEGIN	Murfreesboro City Limits to N. of Medical Center Pkwy	1G	No	9.717	15.77	31959.84	100	28	99430.61	255678.72
SR 1	Median cross-overs		Between LMG.7&LM15.77		No			6666	30		0.00	22220.00
SR 1	Broad St.	CHANGE	N. of Medical Center Pkwy to Broadmor Blvd.	1D	No	15.77	16.335	2983.2	84		0.00	27843.20
SR 1	Broad St.	CHANGE	Broadmor Blvd. To W. Lytle St.	1D	No	16.335	16.59	1346.4	96		0.00	14361.60
SR 1	Broad St.	CHANGE	W. Lytle St. to S. of Maney Ave.	1D	No	16.59	17.466	4625.28	84		0.00	43169.28
SR 1	Broad St./Mercury Blvd. Intersection	CHANGE	S. Maney Ave. to Mercury Blvd.	1D	No	17.466	17.64	918.72	42		0.00	4287.36
SR 1	Mercury Blvd	CHANGE	E. of SR 2 (US 41) Broad St.	1D	No	17.64	17.775	712.8	71		0.00	5623.20
SR 1	Mercury Blvd - Eastbound	CHANGE		1G	No	17.775	19.135	7180.8	82	26	20744.53	44680.53
SR 1	Mercury Blvd - Eastbound	CHANGE		2A	Yes	19.135	19.6	2455.2	102	26	7092.80	20732.80
SR 1	Mercury Blvd - Eastbound	CHANGE		2A	Yes	19.6	19.72	633.6	102	16	1126.40	6054.40
SR 1	John Braeg Hwy-Eastbound	END	East City Limits	2A	Yes	19.72	20.071	1853.28	100	22	4530.24	16061.76
SR 1	Median cross-overs			1C	No			2375	20		0.00	5277.78
SR 1	Median cross-overs			1C	No			575	45		0.00	2875.00

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd. ^2)	Reimbursible Area (yd. ^2)
SR 2	Broad St.	BEGIN	S. of SR 1 (US 70S) Mercury Blvd	1C	No	0	2.24	11827.2	46		0.00	60450.13
SR 2	Manchester Pike	CHANGE	S. of Rutherford Blvd	1C	No	2.24	3.23	5227.2	42		0.00	24393.60
SR 2	Manchester Pike	CHANGE	Ramsey Road	1C	No	3.23	5	9345.6	42		0.00	43612.80
SR 2	Manchester Pike	END	N of Mount Tabor Rd/City Limits	1C	No	5	6	5280	42		0.00	24640.00

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 10	Shelbyville Hwy	BEGIN	City Limits - Murfreesboro	1G	No	8	8.689	3637.92	124	36	14551.68	35570.77
SR 10	Shelbyville Hwy	CHANGE	City Limits - Murfreesboro	1C	No	8.689	9.065	1985.28	80		0.00	17646.93
SR 10	Shelbyville Hwy	CHANGE	Joe B. Jackson Pkwy	1C	No	9.065	9.336	1430.88	84		0.00	13354.88
SR 10	S Church St.	CHANGE	Barfield Crescent Rd/Veterans Pkwy	1D	No	9.336	11.034	8965.44	84		0.00	83677.44
SR 10	S Church St.	CHANGE	Westgate Blvd(1-24 Int.)	1D	No	11.034	11.366	1752.96	100		0.00	19477.33
SR 10	S Church St.	CHANGE	I-24 W Ramp Intersection	1D	No	11.366	12.197	4387.68	84		0.00	40951.68
SR 10	S Church St.	CHANGE	Rutherford Blvd.	1D	No	12.197	13.47	6721.44	60		0.00	44809.60
SR 10	Broad St.	SHIFT	Turn Left onto Broad St. 0.669 Mi.	1D	No	13.47						
SR 10	Memorial Blvd	SHIFT	Turn Right onto Memorial Blvd	1D	No	13.47	14.05	3062.4	80		0.00	27221.33
SR 10	Memorial Blvd	CHANGE		1D	No	14.05	14.375	1716	80		0.00	15253.33
SR 10	Memorial Blvd	CHANGE	Clark Blvd.	1D	No	14.375	14.506	691.68	80		0.00	6148.27
SR 10	Memorial Blvd	CHANGE		1D	No	14.506	14.91	2133.12	86		0.00	20383.15
SR 10	Memorial Blvd	CHANGE	Northfield Blvd.	1D	No	14.91	15.975	5623.2	60		0.00	37488.00
SR 10	Memorial Blvd	CHANGE		1D	No	15.975	16.57	3141.6	84		0.00	29321.60
SR 10	Memorial Blvd	CHANGE		1D	No	16.57	17.987	7481.76	60		0.00	49878.40
SR 10	Memorial Blvd	CHANGE		1C	No	17.987	18.6	3236.64	60		0.00	21577.60
SR 10	Memorial Blvd	END	City Limits - Murfreesboro	1C	No	18.6	18.894	1552.32	48		0.00	8279.04

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ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro - Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd. ^2)	Reimbursible Area (yd. ^2)
SR 96	Franklin Hwy	BEGIN	Veterans Pkwy	1D	No	6.023	8.98	15612.96	80		0.00	138781.87
SR 96	Old Fort Pkwy	CHANGE	W of I-24	1D	No	8.98	9.182	1066.56	91		0.00	10784.11
SR 96	Old Fort Pkwy	CHANGE	At I-24	1C	No	9.182	9.445	1388.64	88		0.00	13577.81
SR 96	Old Fort Pkwy	CHANGE	E of I-24	1C	No	9.445	9.66	1135.2	96		0.00	12108.80
SR 96	Old Fort Pkwy	CHANGE	W of Market Pl	1G	No	9.66	9.858	1045.44	130	32	3717.12	11383.68
SR 96	Old Fort Pkwy	CHANGE	E of Market Pl	1C	No	9.858	10.089	1219.68	108		0.00	14636.16
SR 96	Old Fort Pkwy	CHANGE	E of Bridge Ave	1G	No	10.089	10.17	427.68	126	32	1520.64	4466.88
SR 96	Old Fort Pkwy	CHANGE	E of Bridge Ave	1G	No	10.17	10.35	950.4	142	32	3379.20	11616.00
SR 96	Old Fort Pkwy	CHANGE	W of Stones River Mall Blvd	1G	No	10.35	10.478	675.84	124	32	2402.99	6908.59
SR 96	Old Fort Pkwy	CHANGE	E of Stones River Mall Blvd	1G	No	10.478	10.96	2544.96	120	32	9048.75	24884.05
SR 96	Old Fort Pkwy	CHANGE	E of New Salem Road	1F	No	10.96	11.121	850.08	132	32	3022.51	9445.33
SR 96	Old Fort Pkwy	SHIFT	Bridge Over Broad St.	1E	No	11.121	11.515	2080.32	92		0.00	21265.49
SR 96	E Clark Blvd	SHIFT	SR 10 (US 231, Memorial Blvd.)	1D	No	11.505	12.85	7101.6	60		0.00	47344.00
SR 96	Lascassas Pike	CHANGE	E of E Clark Blvd	1C	No	12.85	13.918	5639.04	40		0.00	25062.40
SR 96	Lascassas Pike	CHANGE	Twin Oaks Drive	1C	No	13.918	14.657	3901.92	58		0.00	25145.71
SR 96	Lascassas Pike	END	North of DeLarrette Lane	1C	No	14.657	15.45	4187.04	48		0.00	22330.88

EXHIBIT A

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro- Roadway (cont.)

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 99	Salem Pike	BEGIN	W of Clearidge Drive	1C	No	12.69	14.575	9952.8	42		0.00	46446.40
SR 99	Salem Pike	CHANGE	E of Armstrong Valley	1C	No	14.575	15.011	2302.08	52		0.00	13300.91
SR 99	New Salem Road	CHANGE	E of St. Andrews Dr	1C	No	15.011	15.503	2597.76	64		0.00	18472.96
SR 99	New Salem Road	CHANGE	W of Cason Ln	1C	No	15.503	16.104	3173.28	42		0.00	14808.64
SR 99	New Salem Road	CHANGE	E of Cason Ln	1C	No	16.104	16.31	1087.68	40		0.00	4834.13
SR 99	New Salem Road	CHANGE	W of River Rock Blvd	1C	No	16.31	16.958	3421.44	40		0.00	15206.40
SR 99	New Salem Road	CHANGE	E of River Rock Blvd	1C	No	16.958	17.116	834.24	44		0.00	4078.51
SR 99	New Salem Road	CHANGE	W of Barfield Rd	1C	No	17.116	17.428	1647.36	40		0.00	7321.60
SR 99	New Salem Road	CHANGE	SW of I-24	1C	No	17.428	17.836	2154.24	45		0.00	10771.20
SR 99	New Salem Road	CHANGE	Warrior Drive	1E	No	17.836	18.58	3928.32	96		0.00	41902.08
SR 99	New Salem Road	CHANGE	Middle Tennessee Blvd	1C	No	18.58	19.19	3220.8	44		0.00	15746.13
SR 99	New Salem Road	SHIFT	Bridge Ave	1C	No	19.19	19.47	1478.4	45		0.00	7392.00
SR 99	Bradyville Pike	SHIFT	N of New Salem rd.	1B	No	19.47	19.98	2692.8	22		0.00	6582.40
SR 99	Bradyville Pike	CHANGE	S of Middle TN Blvd	1B	No	19.98	20.148	887.04	30		0.00	2956.80
SR 99	Bradyville Pike	CHANGE	E of Toddington Drive	1C	No	20.148	20.228	422.4	32		0.00	1501.87
SR 99	Bradyville Pike	CHANGE	W of Lakeshore Dr	1C	No	20.228	20.664	2302.08	34		0.00	8696.75
SR 99	Bradyville Pike	CHANGE	E of Lakeshore Dr	1C	No	20.664	20.759	501.6	32		0.00	1783.47
SR 99	Bradyville Pike	CHANGE	Crossing Minerva Dr	1C	No	20.759	21.03	1430.88	40		0.00	6359.47
SR 99	Bradyville Pike	CHANGE	E of Rogers St	1C	No	21.03	21.163	702.24	32		0.00	2496.85
SR 99	Bradyville Pike	CHANGE	NW of and crossing Rutherford Blvd	1B	No	21.163	21.73	2993.76	40		0.00	13305.60
SR 99	Bradyville Pike	CHANGE	S of Medford Campbell Blvd	1B	No	21.73	21.855	660	32		0.00	2346.67
SR 99	Bradyville Pike	END	N of Millwood Dr	1B	No	21.855	22.184	1737.12	24		0.00	4632.32

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of Murfreesboro - Roadway (cont.)

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 268	N Thompson Ln	BEGIN	NE of SR 2 (Broad St)	1C	No	0	0.105	554.4	106		0.00	6529.60
SR 268	N Thompson Ln	CHANGE	NE of SR 2 (Broad St)	1C	No	0.105	0.278	913.44	70		0.00	7104.53
SR 268	N Thompson Ln	CHANGE	NE of SR 2 (Broad St)	1C	No	0.278	0.403	660	45		0.00	3300.00
SR 268	N Thompson Ln	CHANGE	NE of SR 2 (Broad St)	1C	No	0.403	0.513	580.8	57		0.00	3678.40
SR 268	N Thompson Ln	CHANGE	N of Royal Dr	1B	No	0.513	1.12	3204.96	45		0.00	16024.80
SR 268	N Thompson Ln	CHANGE	S of Haynes Dr	1C	No	1.12	1.206	454.08	67		0.00	3380.37
SR 268	N Thompson Ln	CHANGE	N of Haynes Dr	1C	No	1.206	1.311	554.4	57		0.00	3511.20
SR 268	N Thompson Ln	CHANGE	N of Riverbend Dr	1C	No	1.311	2.235	4878.72	41		0.00	22225.28
SR 268	N Thompson Ln	CHANGE	NE of E Primm Lane	1C	No	2.235	2.523	1520.64	43		0.00	7265.28
SR 268	N Thompson Ln	CHANGE	W of Northboro Ct	1C	No	2.523	3.097	3030.72	45		0.00	15153.60
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.097	3.549	2386.56	56		0.00	14849.71
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.549	3.73	955.68	60		0.00	6371.20
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.73	3.787	300.96	71		0.00	2374.24
SR 268	N Thompson Ln	CHANGE	E of Northboro Ct	1C	No	3.787	4.095	1626.24	60		0.00	10841.60
SR 268	N Thompson Ln	CHANGE	W of Lebanon Pike	1D	No	4.095	4.347	1330.56	50		0.00	7392.00
SR 268	Compton Rd	CHANGE	E of Lebanon Pike	1C	No	4.347	5.079	3864.96	38		0.00	16318.72
SR 268	Compton Rd	CHANGE	E of Compton Grove	1C	No	5.079	5.228	786.72	52		0.00	4545.49
SR 268	Compton Rd	END	E of Westbrook Drive	1C	No	5.228	6.59	7191.36	44		0.00	35157.76

Total Length (mi.):

Total Roadway Surface:

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

City Of Murfreesboro- Mowing

Approved Mowing Reimbursement Per Acre:

\$	45.00
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Calculated Maximum Reimbursement (Mowing):

\$	33,345.00
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Mowing Inventory Worksheet

Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR 1	1G	9.65	15.33	19.5		19.5	6	117.00
SR 1	1G	15.395	15.748	1.28		1.28	6	7.68
SR 1	1G	17.77	19.69	6.22	9.7	15.92	6	95.52
SR 1	1G	19.71	20	0.79	5.27	6.06	6	36.36
SR 2	1C	3.23	6	10.68		10.68	6	64.08
SR 10	1G	8	9.23	4.741	4.171	8.912	6	53.472
SR 10	1E	11.28	11.55	1.1		1.1	6	6.60
SR 96	1G	9.17	11.15	7.71	19.23	26.94	6	161.64
SR 96	1C	12.85	15.45	5.64		5.64	6	33.84
SR 99	1C	12.69	14.575	13.25		13.25	6	79.50
SR 268	1C	0	6.59	14.078		14.078	6	84.468
Total Contract Area (acres):								741.00

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

City Of Murfreesboro- Litter

Approved Litter Reimbursement Per Mile:

\$	50.00
----	-------

Calculated Maximum Reimbursement (Litter)

\$	18,459.00
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Litter Inventory Worksheet

Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR 1	1G	9.65	15.77	6.12	1	6.12	\$ 50.00	12	73.44	3672.00
SR 1	1D	15.77	17.77	2	1	2	\$ 50.00	12	24	1200.00
SR 1	1G	17.77	19.14	1.37	1	1.37	\$ 50.00	12	16.44	822.00
SR 1	2A	19.14	20.01	0.87	1	0.87	\$ 50.00	12	10.44	522.00
SR 2	1C	0	6	6	1	6	\$ 50.00	12	72	3600.00
SR 10	1G	8	9.23	1.23	1	1.23	\$ 50.00	12	14.76	738.00
SR 10	1E	11.28	11.55	0.27	1	0.27	\$ 50.00	12	3.24	162.00
SR 96	1G	9.17	9.33	0.16	1	0.16	\$ 50.00	12	1.92	96.00
SR 96	1G	9.41	10.55	1.14	1	1.14	\$ 50.00	12	13.68	684.00
SR 96	1G	10.62	11.15	0.53	1	0.53	\$ 50.00	12	6.36	318.00
SR 96	1C	12.85	15.45	2.6	1	2.6	\$ 50.00	12	31.2	1560.00
SR 99	1C	12.69	14.575	1.885	1	1.885	\$ 50.00	12	22.62	1131.00
SR268	1C	0	6.59	6.59	1	6.59	\$ 50.00	12	79.08	3954.00
Total Contract Litter (mi.):									369.18	\$ 18,459.00

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

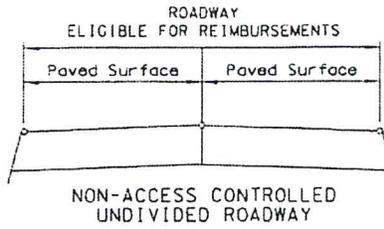


FIGURE 1A

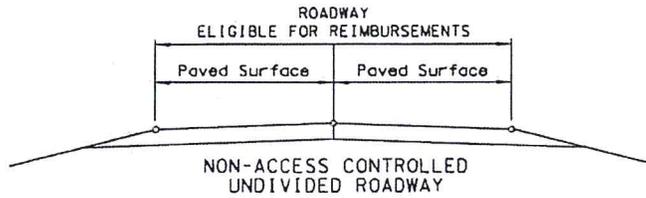


FIGURE 1B

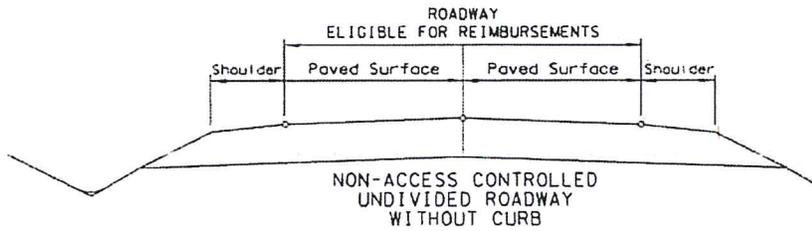


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

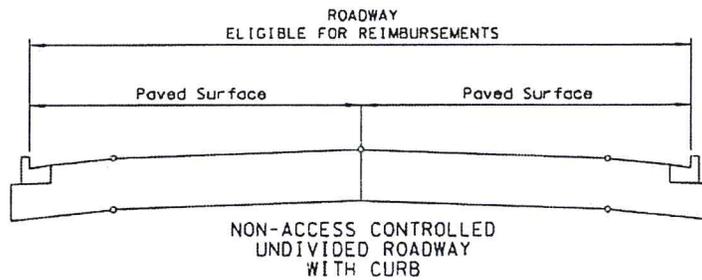


FIGURE 1D

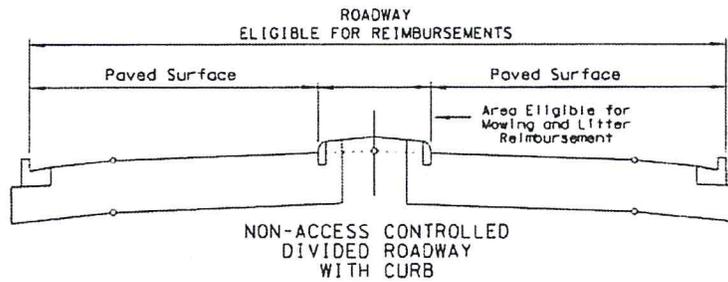


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

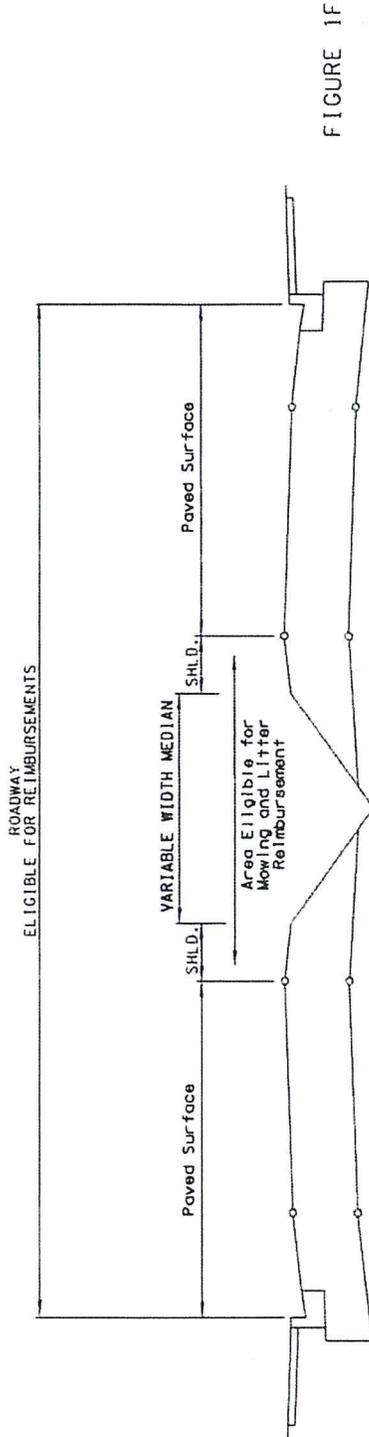


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

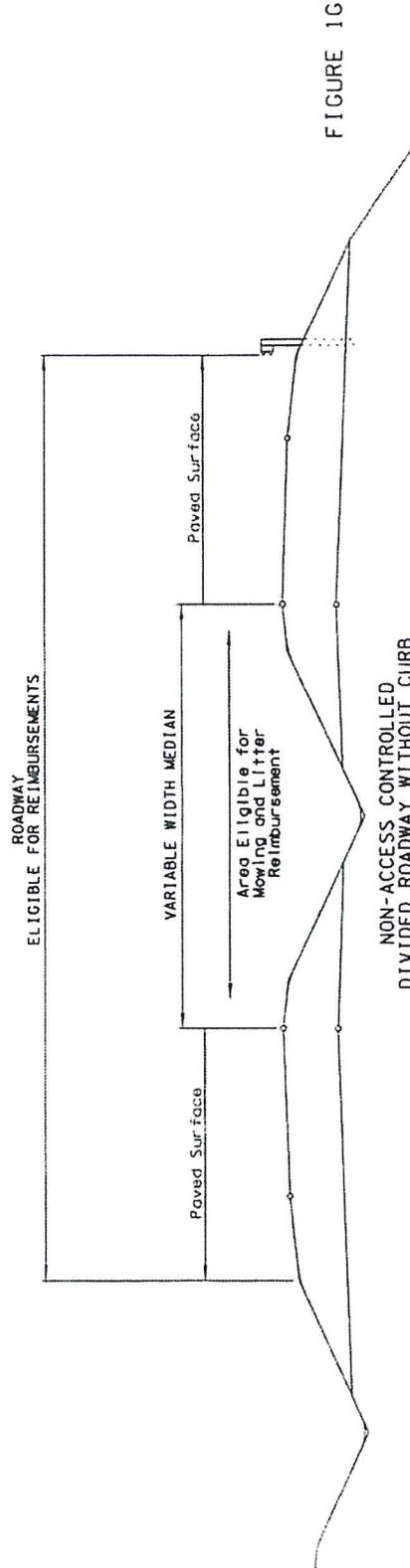


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

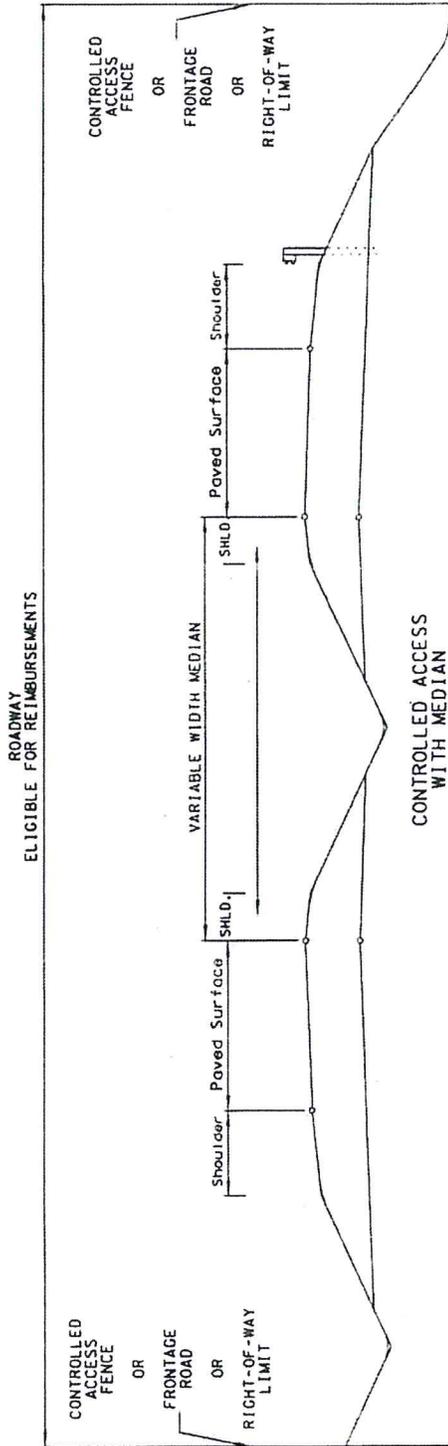


FIGURE 2A

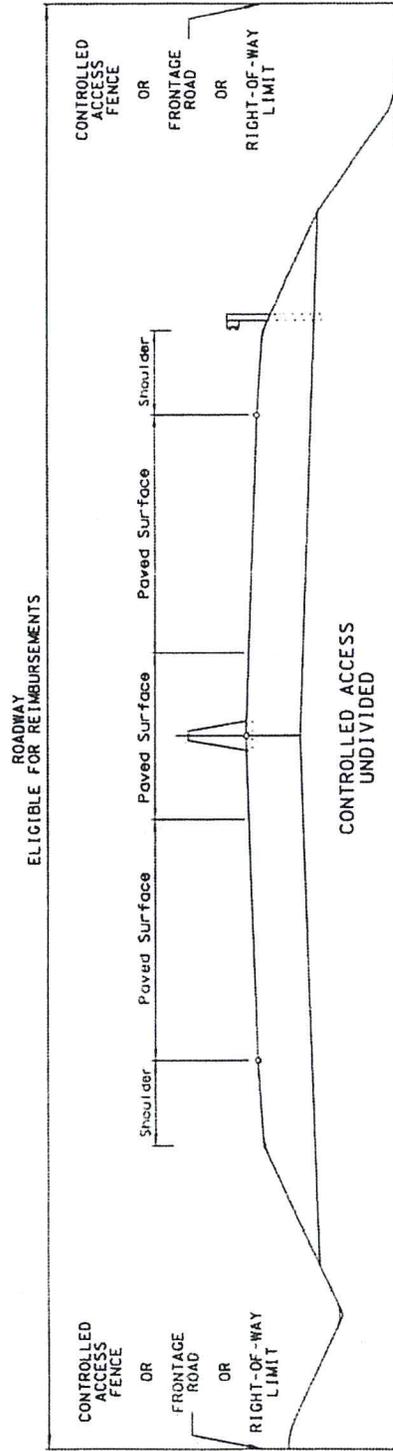


FIGURE 2B

"EXHIBIT B"
CITY OF MURFREESBORO
MAXIMUM ALLOWABLE EQUIPMENT RATES
2020-2021 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEeper, TRUCK MOUNTED	55.89	HR
18	SWEeper, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEeper	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
CITY OF MURFREESBORO
MAXIMUM ALLOWABLE EQUIPMENT RATES
2020-2021 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRE (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRE (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRE (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"**CITY OF MURFREESBORO****MAXIMUM ALLOWABLE LABOR RATES**

(To be supplied by the City at this time)

Beginning July 1, 2020 and ending June 30, 2021

Job Title Classification	Low Rate	High Rate
Executive Director	79.44	119.17
Assistant Director - Street	47.07	70.60
Director - Transportation	79.84	119.76
Assistant Director - Transportation	76.28	114.42
Traffic Signal Technician	39.62	59.43
Sign Technician	34.70	52.05
Public Works Crew Leader	34.96	52.44
Equipment Operator	27.14	40.72
Refuse/Custodial Crew Supervisor	26.75	40.13
Maintenance Worker	23.86	35.79
Laborer	21.37	32.05
Administrative Assistant	39.87	59.80
Senior Public Works Inspector	47.43	71.14
Public Works Project Inspector	33.99	50.99
Heavy Equipment Operator	37.39	56.09

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Cable Television Commission

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Reappointment of one member to the Cable Television Commission.

Background Information

The purpose of the Cable Television Commission is to oversee the cable television franchise for the City and other cable television functions as designated by ordinance.

As established by M.C.C. §2-166—168, there are 7 members appointed for 3-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland



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June 18, 2020

Members of City Council

RE: Recommended Reappointment – Cable Television Commission

As an item for the Council Agenda, I am recommending the reappointment of Jason Schmitt to the Cable Television Commission, term expiring April 30, 2023.

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland".

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Rutherford County Library System Board of Directors

Department: Administration

Presented by: Mayor

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Appointment to the Rutherford County Library System Board of Directors.

Background Information

The Rutherford County Library Board of Directors has members from Murfreesboro, Rutherford County, Smyrna, and Eagleville. The Board of Directors consists of eleven members.

There is one reappointment and for approval from the City of Murfreesboro.

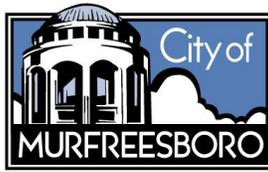
Council Priorities Served

Establish strong City brand

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

1. Memo from Mayor McFarland
2. Memo from Rita Shacklett



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June 21, 2020

Members of City Council

RE: Stones River Regional Library Board

As an item for the Council agenda, I am recommending the appointment of Lynette Ingram to replace Jimmy L. Tyson with the term to end June 2023. This request is supported by the Rutherford County Library System Board of Directors in the memo from Director Rita Shacklett.

Sincerely,

Mayor Shane McFarland

Administration Department

MEMORANDUM

TO: Mayor McFarland & City Council

FROM: Rita Shacklett

DATE: June 5, 2020

RE: **Appointment to Rutherford County Library Board**

At their meeting on May 18, 2020, the Rutherford County Library System Board of Directors asked me to contact you regarding one (1) opening on the Rutherford County Library System Board. They are recommending Lynette Ingram to replace Jimmy L. Tyson with a term to end June 2023.

A completed application for for Ms. Ingram is attached to this letter of recommendation.

The RCLS Board of Directors would like to endorse Ms. Ingram as a city representative to the Rutherford County Library Board.

Thank you for your consideration.

Respectfully,

Rita Shacklett
Director of Libraries

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Board of Zoning Appeals

Department: Administration

Presented by: Mayor Shane McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointments to the Board of Zoning Appeals.

Background Information

The Board of Zoning Appeals hears requests for variances from the Zoning and Sign Ordinances, requests for Special Use Permits as set forth in the Zoning Ordinance and appeals from the administrative decisions.

As established by M.C.C., Appendix A, §30 the Board consists of five members who serve three-year, staggered terms.

There are four reappointments for approval.

Council Priorities Served

Establish strong City brand

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments

Memo from Mayor McFarland



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June 18, 2020

Members of City Council

RE: Recommended Reappointment – Board of Zoning Appeals

As an item for the Council Agenda, I am recommending the following reappointments to the Board of Zoning Appeals.

Reappointments

Mr. Tim Tipps term expires June 30, 2023

Mr. Davis Young term expires June 30, 2023

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Historic Zoning Commission

Department: Administration

Presented by: Mayor Shane McFarland

Requested Council Action:

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

Summary

Appointments to the Historic Zoning Commission.

Background Information

The purpose of the Historic Zoning Commission is to study, recommend, and oversee historic district boundaries and guidelines for renovation of existing structures or the building of new structures for the protection of historic neighborhoods and districts.

As established by M.C.C. §, Appendix A, Section 24, H-I Historic District (f), the Historic Zoning Commission consists of nine members who serve five-year, staggered terms.

There are four reappointments for approval.

Council Priorities Served

Establish strong City brand

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments

Memo from Mayor McFarland



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June 18, 2020

Members of City Council

RE: Recommended Appointment – Historic Zoning Commission

Board Appointment

As an item for the Council Agenda, I am recommending the appointments of the following to the Historic Zoning Commission to fill the vacancy left by Jennifer Garland as Planning Commission liaison.

Reappointments

- Mr. Gilbert Backlund term expires June 30, 2025
- Ms. Deborah Belcher term expires June 30, 2025
- Mr. Bill Jakes term expires June 30, 2025
- Ms. Marimae White term expires June 30, 2025

Sincerely,

Shane McFarland Mayor

COUNCIL COMMUNICATION

Meeting Date: 06/18/2020

Item Title: Planning Commission

Department: Administration

Presented by: Mayor Shane McFarland

Requested Council Action:

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

Summary

Reappointments to the Planning Commission.

Background Information

The Planning Commission is responsible for coordinating the physical development of the community by developing comprehensive land use plans, zoning regulations, a major thoroughfare plan and other plans and ordinances.

As established by M.C.C. §22-2 the Planning Commission consists of seven members who serve three-year, staggered terms.

There are four reappointments for approval.

Council Priorities Served

Establish strong City brand

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments

Memo from Mayor McFarland



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June 18, 2020

Members of City Council

RE: Recommended Reappointments – Planning Commission

As an item for the City Council agenda, I am recommending the following reappointments to the Planning Commission.

Reappointment

Ms. Jennifer Garland term expires June 30, 2023

Mr. Warren Russell term expires June 30, 2023

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland
Mayor