

MURFREESBORO CITY COUNCIL
AGENDA

July 21, 2016

7:00 p.m.

City Council Chambers

PRAYER

MR. RON WASHINGTON

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

*Tennessee Association of Chiefs of Police (TACP) Award Presentation for State Accreditation to Murfreesboro Police Department

Consent Agenda

1. A. Consider recommendations of the Senior Center Commission:
 - a. GNRC Options Contract No. 2017-02.
 - b. GNRC Grant Contract No. 2017-23.
 - c. United Way of Rutherford & Cannon Counties Agreement FY 2016-2017.
- B. Consider recommendations of the City Recorder/Finance Director:
 - a. Engagement Letter for Annual Actuarial Services of Murfreesboro, Tennessee **Employees' Revised Pension Plan for Budget Year 2016-2017.**
 - b. Other Post Employment Benefit (OPEB) Calculations.
 - c. State CT-0253 Form for the June 2016 Water & Sewer Refunding Bond Issue.
- C. Consider recommendations of the Facilities Maintenance Superintendent: Amendment to Contract with Hearthstone Properties LLC for City Hall Parking Garage Sweeping/Cleaning Services.
- D. Consider recommendations of the Street Division Superintendent: Purchase of two (2) 2016 Kenworth T370 dump trucks under State of Tennessee Statewide Contract Number: 200-46732.
- E. Consider recommendations of the Assistant City Manager:
 - a. Renewal of Lease Agreement with Main Street and Heritage Center.
 - b. Amendment No. 2 to Contract with Kendig Keast Collaborative.
- F. Consider recommendations of the Transportation Director:
 - a. Middle Tennessee Boulevard Improvement Project-Main Street to Greenland Drive, TDOT Agreement 090036-Amendment No. 2.
 - b. Contract with Mid-Cumberland Human Resource Agency (MCHRA) for Provision of Transit Services for FY 2017.
- G. Consider recommendations of the Assistant City Engineer: Mandatory Referral and Gas Line Easement Grant, Atmos Energy Gas Line Easement for Fountains at Gateway.
- H. Consider recommendations of the Community Development Grant Coordinator: Use of funds through the Affordable Housing Assistance Program for 609 Freedom Court.
- I. Consider recommendations of the Water & Sewer Board:
 - a. Replacement & Installation of GAC Effluent Valve Actuator.
 - b. Raw Water No. 1 (Task Order 16-04) and No. 6 (Task Order 16-05) Pump Repairs, Water/Wastewater Systems Mechanical/Electrical Services Contract.
 - c. Contingency Allowance Allocations for Sinking Creek WWTP-Phase 4D.
 - d. Sinking Creek Treatment Plant: Installation Services for Three Biosolids Press Replacements & Three Sludge Transfer Pump Replacements.
 - e. Sewer Connection Fee Approval for Rooms to Go, 2846 Medical Center Parkway.
 - f. Internal Control Policy.
 - g. Asphalt Purchases Report.
- J. Consider recommendations of the Chief of Police:
 - a. Purchase of Replacement Police Vehicles and Equipment.
 - b. Purchase of Tasers.
 - c. Contract Amendment with Gemini Communications for Communications Systems & Electronic Equipment Installation, Monitoring, Maintenance & Repair Services.
 - d. Purchase of Upgrade to Police Records Management System (RMS) Software.
 - e. Purchase of Electronic Patient Care Reporting Software (ePCR).
 - f. Payment of Comcast Invoice for Fiber to Fire Station 10.
 - g. Purchase of Replacement Parking Enforcement Handheld Devices.
- K. Consider recommendations of the Parks & Recreation Director:
 - a. Acorn Festival.
 - b. Salsa Making and Salsa Dancing Program.
 - c. Agreement for Mountain Bike Trail Planning and Design Work.
 - d. Purchase of Wristbands for Recreational Facilities without obtaining Sealed Bids.
 - e. Purchase of two (2) Trucksters; **two (2) 72" Diesel Mowers; & four (4) 72" Mowers.**
- L. Consider recommendations of the Principal Planner: Mandatory Referral [2016-706] for the abandonment of variable width drainage easement located within the Henley Station Phase 2 development along Willow Oak Trail; Joseph Haddix, applicant.

MURFREESBORO CITY COUNCIL

A G E N D A

July 21, 2016

(Continued)

Consent Agenda (Continued)

- M. Consider recommendations of the City Engineer:
 - a. Material Testing for Highland Avenue Police Precinct.
 - b. Material Testing for Lytle Street Improvement Phase 2.
- N. Consider recommendations of the Information Technology Director: Use of Competitive Sealed Proposal Method of Procurement for the Purchase of Equipment, Installation, Training and Support Services for a Video Surveillance System for Parks & Recreation Buildings.
- O. Consider request from Olive Branch Church to hang a banner across East Main Street from August 8-12, 2016 for the "Stacy B. Windrow 5K Run/Walk".

Minutes

- 2. A. June 2, 2016 - Regular Meeting.
- B. June 16, 2016 - Regular Meeting.
- C. June 23, 2016 - Regular Meeting.

First Readings

- 3. A. Letter from Principal Planner: ORDINANCE 16-OZ-28 regarding PCD along West Northfield Boulevard and Sulphur Springs Road.
- B. Consider for passage on first reading ORDINANCE 16-OZ-28 to amend an area in the Planned Commercial Development (PCD) District located along West Northfield Boulevard and Sulphur Springs Road [2016-417].

New Business

- 4. A. Conduct a second public hearing on a Plan of Services for and annexation of approximately 6 acres located along Spike Trail and Maya Drive (Foxfire Court). Notice of said public hearing was published in the July 4, 2016 issue of a local newspaper.
- B. Consider for adoption RESOLUTION 15-R-PS-66 to adopt a Plan of Services for approximately 5.96 acres located along Foxfire Court; Linda Smith, applicant [2015-507].
- C. Consider for adoption RESOLUTION 15-R-A-66 to annex approximately 5.96 acres along Foxfire Court, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee; Linda Smith, applicant [2015-507].
- D. Pursuant to RESOLUTION 15-R-PH-66.1 adopted by the City Council on June 16, 2016, conduct a public hearing to consider zoning of approximately 6 acres along Spike Trail and Maya Drive (Foxfire Court), simultaneous with annexation. Notice of said public hearing was published in the July 4, 2016 issue of a local newspaper.
- E. Consider for passage on first reading ORDINANCE 15-OZ-66 to zone approximately 6 acres along Spike Trail and Maya Drive (Foxfire Court) as Planned Residential Development (PRD) District, simultaneous with annexation; Ole South Properties, Inc., applicant [2016-419].
- 5. Consider recommendations of Planning Commission to schedule public hearings:
 - A. Zoning of approximately 74 acres located along New Salem Highway to Commercial Fringe (CF) District (approximately 26.1 acres), Residential Multi-Family Twelve (RM-12) District (approximately 23.1 acres) and Residential Zero Lot-Line (RZ) District (approximately 25 acres) simultaneous with annexation; William & Caroline Waite, applicants. [2016-415].
 - B. Zoning of approximately 150.5 acres located along Joe B. Jackson Parkway to amend the Planned Industrial Development (PID) District (Parkway Place); Joe Swanson, Jr., applicant [2016-422].
 - C. Rezoning of approximately 13.5 acres located along Brinkley Road from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Wilkerson Downs); Robert E. Frances & Jeffrey Gill, applicant [2016-425].
 - D. Rezoning of approximately 2 acres located along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to Highway Commercial (CH) District; Eric Lowman, applicant [2016-427].
 - E. Rezoning of approximately 44 acres located along Armstrong Valley Road from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; Cornerstone Development, applicant [2016-428].
- 6. Consider recommendations of the Parks & Recreation Director: Proposal for Restroom Building Replacements at Two Greenway Trailheads.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



June 27, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

- RE: A. GNRC Options Contract #2017-02**
B. GNRC Grant Contract #2017-23
C. United Way of Rutherford & Cannon Counties Agreement FY2016-2017

As items for the Consent Agenda at the next scheduled meeting, it is the recommendation of the Senior Center Commission that City Council approve the GNRC Options Contract #2017-02, the GNRC Grant Contract #2017-23 and the United Way of Rutherford & Cannon Counties Agreement.

Item A. GNRC Options Contract #2017-02

Background

The purpose of this contract is to provide funding for the Senior Centers' Adult Day Services Program by the Greater Nashville Regional Council (GNRC). These funds assist in paying for Adult Day Services for those that are unable to afford the daily fees.

Fiscal Impact

The contract specifies the terms and conditions of both parties for the Senior Center to receive funding not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) during the fiscal year.

Concurrences

This contract has been approved as to form by our Legal Department. The Senior Center Commission approved applying for these funds at its regular meeting on February 22, 2016.

Recommendation

It is the recommendation of the Senior Center Commission to approve the contract and authorize the mayor to sign on behalf of the City of Murfreesboro.

Attachment

GNRC Options Contract 2017-02

Item B. GNRC Grant Contract #2017-23

Background

The purpose of this contract is to provide funding to the Senior Center by Greater Nashville Regional Council (GNRC). These funds are based on attaining goals set for Evidence Based Programming, providing resource information, health education, health screening, physical fitness and exercise, recreation, education and telephone reassurance based on units of service and number of unduplicated participants.

Fiscal Impact

The contract specifies the terms and conditions of both parties for the Senior Center to receive federal and state funding in the amount of THIRTY FIVE THOUSAND TWO HUNDRED DOLLARS (\$35,200.00).

Concurrences

This contract has been approved as to form by our Legal Department. The Senior Center Commission approved applying for these funds at its regular meeting on February 22, 2016.

Recommendation

It is the recommendation of the Senior Center Commission to approve the contract and authorize the mayor to sign on behalf of the City of Murfreesboro.

Attachment

GNRC Grant Contract #2017-23

Item C. United Way of Rutherford & Cannon Counties Agreement FY2016-2017

Background

The purpose of this agreement is to provide funding for the Senior Center's Healthy Lifestyles Program.

Fiscal Impact

The agreement specifies the terms and conditions of both parties for the Senior Center to receive funding in the amount of FORTY FIVE THOUSAND DOLLARS (\$45,000.00).

Concurrences

The Agreement has been approved by our Legal Department. The Senior Center Commission approved the agreement at its regular meeting on June 27, 2016.

Recommendation

It is the recommendation of the Senior Center Commission to approve the contract and authorize the Senior Center Commission Chair, Jim Getzinger and Senior Center Director, Connie Rigsby sign on behalf of the City of Murfreesboro.

Attachment

United Way of Rutherford & Cannon Counties Agreement

Respectfully submitted,



Connie C. Rigsby
Senior Center Director

**OPTIONS CONTRACT # 2017-02
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO**

This Contract, by and between GREATER NASHVILLE REGIONAL COUNCIL, hereinafter referred to as the "Council" and CITY OF MURFREESBORO, hereinafter referred to as the "Contractor," is for the provision of certain home and community based services based on state funds made available by the state legislature and federal funds, under the Older American's Act of 1965 as amended, through the Tennessee Commission on Aging and Disability, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification #: 62-6000374

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. The Council through its Area Agency on Aging and Disability will provide authorization for home and community based services. The Council will compensate the Contractor at the rates established in Section C.3. for authorized services. The Council will screen and assess individuals to determine their need for home and community based long-term care services. Approved services are delineated in the Scope of Work, Attachment 1 (Options Program Services), which is attached and made a part of this Contract. Services will be provided by the Contractor in accordance with this Contract and the program guidelines contained in the Tennessee Commission on Aging and Disability "Program and Policy Manual"; said program guidelines are hereby made a part of this Contract by reference.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on July 27, 2016 ("Effective Date") and ending on June 30, 2017 ("Term"). The Council shall have no obligation to the Contractor 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 Council under this Contract exceed TWENTY THOUSAND DOLLARS (\$20,000.00). 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 Council. 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 Council 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 Council 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.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the Council 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 of service defined in section A.
- b. The Contractor shall be compensated for said units of service based upon the following payment rates:

SERVICE UNIT	AMOUNT PER UNIT	FUNDING SOURCE
Adult Day Care Respite	\$6.00/one hour (not to exceed \$67.50 per day)	Federal – Title III E (\$6.65 less \$.65 local match)

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 Council only for completed units of service and for the amount stipulated in Section C.3, above. Contractor shall submit invoices with all necessary supporting documentation no more often than once per month, submitted no later than the 8th day of each month for units of service provided the previous month, to:

Greater Nashville Regional Council, 501 Union Street, 6th Floor, Nashville, TN 37219-1705

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 Contractor):
- (2) Invoice Date:
- (3) Invoice Period (period to which all invoiced charges are applicable):
- (4) Contract Number (assigned by Council):
- (5) Contractor Name:
- (6) Contractor Remittance Address:
- (7) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description (including name/title as applicable) of each service invoiced;
 - ii. Number of Completed Units, 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; and
 - 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 services 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 services and shall not include any charge for future work;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales tax and use tax, excise taxes, franchise taxes, real or personal property taxes or income taxes;
- (4) Not include any shipping charges; and

- (5) Initiate the timeframe for payment (and any discounts) only when the Council is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - c. The Contractor understands and agrees that any charges for services completed within a particular month that are not invoiced by the 8th day of the following month may be deemed ineligible for payment under this Contract.
 - d. The Contractor understands and agrees that any invoice submitted for services after 15 days of the end date of this Contract will be deemed ineligible for payment under this Contract.
- C.6. Payment of Invoice. A payment by the Council shall not prejudice the Council's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Council 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 Council, 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 Council 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 Council any amounts, which are or shall become due and payable to the Council by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the Council under this Contract until the Council has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the Council an "Authorization Agreement for Automatic Deposit Form" provided by the Council. By doing so, the Contractor acknowledges and agrees that, once said form is received by the Council, all payments to the Contractor, under this or any other contract the Contractor has with the Council shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the Council a "W-9 Form" provided by the Council. The taxpayer identification number detailed by said form must be the same as the Contractor's Federal Employer Identification Number.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The Council is not bound by this Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and Council bylaws.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties to this Contract in accordance with applicable Tennessee laws and regulations, and Council bylaws.
- D.3. Termination for Convenience. The Council may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Council. The Council 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 Council 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 Council 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 Council for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the Council. If such subcontracts are approved by the Council, 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 the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The Council reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- 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 Council 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, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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 Council, the Tennessee Commission on Aging & Disability, 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. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Council, the Tennessee Commission on Aging & Disability, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Council as requested.
- D.11. 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.12. 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 Council 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.13. Limitation on Liability of Council. The Council shall have no liability except as specifically provided in this Contract.
- D.14. 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.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. 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.
- D.17. 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.18. 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.19. 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 Council:

NORMA POWELL, DEPUTY EXECUTIVE DIRECTOR
AREA AGENCY ON AGING AND DISABILITY
GREATER NASHVILLE REGIONAL COUNCIL
501 UNION STREET, 6TH FLOOR
NASHVILLE, TN 37219
EMAIL: npowell@gnrc.org
PHONE # 615-880-3920
FAX # 615-862-8840

The Contractor:

CONNIE RIGSBY, DIRECTOR
ST. CLAIR ST. SENIOR CENTER
325 ST. CLAIR STREET
MURFREESBORO, TN 37130
EMAIL: crigsby@murfreesborotn.gov
Telephone: 615-848-2550
Fax: 615-907-2259

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 Council 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 Council. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the Council terminates this Contract due to a lack of funds availability, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Council exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Council any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. 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 Contractor by the Council or acquired by the Contractor on behalf of the Council shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the Council to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the Council's information; or, disclosed by the Council to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to

disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the Council or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.5. HIPAA Compliance. The Council and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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 Contract.

- a. Contractor warrants to the Council that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the Council including cooperation and coordination with Council privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The Council and the Contractor will sign documents required by the Privacy Rules and that are reasonably necessary to keep the Council and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Contract attached to this Contract as Attachment 2, is deemed a part of this Contract and is incorporated therein, and upon the Parties signing this Contract, the Parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.

E.6. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the Council, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (11") in height and eighteen 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

E.7. Lobbying. The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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 Section 1352, title 31, *U.S. Code*.

- E.8. Personal Information. In addition to the requirements of Section E.4, the Contractor shall not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the Council. Additionally, the Contractor shall not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the Council shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.
- E.9. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the Council as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the Council by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the Council by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the Council may terminate this Contract for cause. The Council will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with attachments.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO::

SHANE MCFARLAND, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

RANDALL HUTTO, PRESIDENT

DATE

ATTACHMENT 1

SCOPE OF WORK

AREA AGENCY ON AGING AND DISABILITY: GREATER NASHVILLE REGIONAL COUNCIL

PROVIDER AGENCY: CITY OF MURFREESBORO - ST. CLAIR STREET SENIOR CENTER

A. SUMMARY OF DIRECT SERVICE ACTIVITIES

Check services to be provided:

FAMILY CAREGIVER PROGRAM

OLDER AMERICANS ACT

COUNSELING

Caregiver Training (1 session)

Personal Emergency Response System (installation, monthly fee)

RESPITE SERVICES, IN-HOME

Homemaker (1 hour)

Personal Care (1 hour)

Personal Care (1 hour)

Homemaker (1 hour)

Chore (1 hour)

Adult Care aka In-Home Respite (1 hour)

RESPITE SERVICES, OUT-OF-HOME

Adult Day Care (1 hour)

Institutional Respite (overnight, up to 24 hours)

OTHER SERVICES

Personal Emergency Response System (installation, monthly fee)

Relative Caregiver Services

OPTIONS PROGRAM

Personal Care (1 hour)

Personal Emergency Response System (installation, monthly fee)

Homemaker (1 hour)

B. PROVISION OF SERVICE

1. SERVICE AVAILABILITY:

Days of Service Availability: Monday - Friday

Hours of Service Availability: 8:00 am - 4:30 pm

If the applicant agency has multiple offices, please attach a list to the application

2. NAME OF SUB-CONTRACTOR (if any):

Mailing Address _____

Phone Number _____ Fax Number _____

Email: _____

(For each additional sub-contractor, attach listing with above information)

Phone Number _____ Fax Number _____

Email:

(For each additional sub-contractor, attach listing with above information)

3. QUALITY OF SERVICE:

The Provider shall ensure that quality services are provided to eligible consumers. The determination of quality must be based on an established quality assurance process.

C. TRAINING:

The Contractor will attend meetings or workshops sponsored by the Council and the Tennessee Commission on Aging and Disability, where appropriate and indicated.

ATTACHMENT 2

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract between the Greater Nashville Regional Council (Council) and City of Murfreesboro (Contractor) in accordance with Section E.5 of the Contract. This Agreement shall be effective as of the date of the last of the Parties to sign on the signature page of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **the City of Murfreesboro** (hereinafter referred to as "Business Associate").

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC, to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

(a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean the City of Murfreesboro through its St. Clair Street Senior Center, whose principal address is 325 St. Clair Street, Murfreesboro, Tennessee 37130.

(c) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part of.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 501 Union Street, 6th Floor, Nashville, Tennessee 37219-1705.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.

(f) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules.
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- (c) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.
- (f) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.
- (g) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC, or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.
- (h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

- (j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).

- (h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

- (a) Term. This Agreement shall be effective as of the date on which this Agreement is signed by the last of the two parties to sign the Contract to which this Agreement is attached and made a part of, and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.
- (b) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.
- (c) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.
- (c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

- (a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (b) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of

the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.

- (c) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;
- (d) The obligations of business associate under this Section shall survive the termination of this Agreement.

7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.
- (e) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.
- (f) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- (g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the

Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

**National Family Caregiver Support (Title III-E) Scope of Services template for use with
Sub-contract between Grantee and Service Provider/Sub-contractor**

1. The purpose of Title III-E, National Family Caregiver Support Program (NFCSP), is to provide a service delivery system that responds to the needs of the caregiver.
2. CITY OF MURFREESBORO for NFCSP shall comply with the administrative, program, and fiscal requirements contained in the National Family Caregiver Support Program Chapter of the Tennessee Commission on Aging and Disability *Program and Policy Manual*, Chapter 11 as well as any and all relevant federal laws, regulations, and rules.
3. Prior to delivering any services under this agreement, CITY OF MURFREESBORO must be licensed in accordance with the regulations of the State.
4. CITY OF MURFREESBORO must have current insurance with at least the minimum coverage limits as set forth in Tenn. Code Ann. §29-20-403.
5. Services and units of services to be provided to individuals must be consistent with the Provider Authorization.
6. Services must begin within five (5) working days of the receipt of the Provider Authorization by CITY OF MURFREESBORO.
7. CITY OF MURFREESBORO must keep documentation of all contact with or on the behalf of the individual and ensure that the assigned task identified in the Provider Checklist is carried out.
8. CITY OF MURFREESBORO must keep documentation of each service provided with each visit.
9. CITY OF MURFREESBORO must have methods and procedures in place for the collection and reporting of individual specific data, including but not limited to rosters, invoices, and daily logs and provide to the AAAD by the 8th day of the month following the month being reported.
10. CITY OF MURFREESBORO and CITY OF MURFREESBORO employees shall comply with all state laws relating to mandated reporting of abuse, neglect, and/or exploitation and shall immediately make a report to appropriate officials for follow-up, conditions or circumstances which place the individual, or the household of the individual, in danger.
11. CITY OF MURFREESBORO shall retain records for a period of five (5) years plus the current year.
12. CITY OF MURFREESBORO shall provide the services marked with an X in the following categories:

X	Service	Unit Cost Rate
X	Adult Day Care - Provision of personal care for dependent adults in a supervised, protective congregate setting during some portion of a twenty-four hour day. Services sites may include intermediate and skilled care facilities, hospitals, churches, community centers, senior centers, and other appropriate, accessible facilities. Services offered in conjunction with adult day care includes social and recreational activities, training, and counseling, meals for adult day care; and/or services such as rehabilitation, medications assistance, and home health aide services for adult day health.	Refer to page 2.

**GRANT CONTRACT# 2017-23
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the Greater Nashville Regional Council, hereinafter referred to as the "Council" and City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of multipurpose senior center activities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Federal Employer Identification #: 62-6000374

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. Scope to be provided under this contract is included in Attachment 1, which is attached hereto and made a part of this Grant Contract

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on July 27, 2016 ("Effective Date") and ending on June 30, 2017 ("Term"). The Council shall have no obligation to the Contractor 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 Council under this Grant Contract exceed THIRTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$35,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 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 Council 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 Council no more often than monthly, with all necessary supporting documentation submitted not later than the 8th day of each month for units or services provided the previous period, and present such to: Greater Nashville Regional Council, 501 Union Street, 6th Floor, Nashville, TN 37219-1705

- 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 Contractor).
 - (2) Invoice Date.
 - (3) Invoice Period (period to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Council to this Grant Contract).
 - (5) Account Name: Greater Nashville Regional Council.
 - (6) Grantee Name.
 - (7) Grantee Remittance Address.
 - (8) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item for the invoice period (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; and
 - 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 Council is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within fifteen (15) days of the Grant Contract end date, in form and substance acceptable to the Council.

- a. If total disbursements by the Council pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the Council. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The Council shall not be responsible for the payment of any invoice submitted to the Council after the grant disbursement reconciliation report. The Council will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Council, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Council as required by this Grant Contract 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 Council pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term 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 Council a copy of the indirect cost rate approved by the Council. 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 Council. 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 Council, and subject to the availability of funds the Council 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 Council shall not prejudice the Council's right to object to or question any reimbursement, invoice, or related matter. A payment by the Council 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 Council, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. Council Right to Set Off. The Council 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 Council under which the Grantee has a right to receive payment from the Council.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Council under this Grant Contract until the Council has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the Council an "Authorization Agreement for Automatic Deposit Form provided by the Council. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Council, 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 Council a W-9 Form provided by the Council. The Grantee taxpayer identification number must be the same as the Federal Employer Identification Number referenced in this Grant Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Council is not bound by this Grant Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and Council bylaws.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties to this Grant Contract in accordance with applicable Tennessee laws and regulations, and Council bylaws.
- D.3. Termination for Convenience. The Council 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 Council. The Council 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 Council 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 Council is liable shall be determined by the Council. 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 Council'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 Council 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 Council's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the Council 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 Council. If such subcontracts are approved by the Council, 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 Council 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 Council:

NORMA POWELL, DEPUTY EXECUTIVE DIRECTOR
AREA AGENCY ON AGING AND DISABILITY
GREATER NASHVILLE REGIONAL COUNCIL
501 UNION STREET, 6TH FLOOR
NASHVILLE, TENNESSEE 37219-1705
Email: npowell@gnrc.org
Phone: 615-880-3920
Fax: 615-862-8840

The Grantee:

CITY OF MURFREESBORO
CONNIE RIGSBY, CENTER DIRECTOR
ST. CLAIR STREET SENIOR CENTER
325 ST. CLAIR STREET
MURFREESBORO, TN 37130
Email: crigsby@murfreesborotn.gov
Telephone # 615-848-2550
FAX # 615-907-2259

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 Council reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Council's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Council. 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 Council 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 Council 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 Council 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 Council, including cooperation and coordination with Council 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 Council and the Grantee will sign documents as required by the Privacy Rules and that are reasonably necessary to keep the Council and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the Council under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the Council to receive such information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment 3, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate 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 Council, 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 Council 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 Greater Nashville

"Regional Council." All notices by the Grantee in relation to this Grant Contract shall be approved by the Council.

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 Council, 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 Council 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 Council, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Council as requested.

D.18. Annual Report. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report of its activities funded under this Grant Contract to the Council. . At minimum, annual reports shall include: (a) the Grantee's name; (b) 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 Council.

D.19. Audit Report.

All of Grantee's books of account and financial records shall be subject to annual audit by the Council, the Comptroller of the Treasury, or their duly appointed representatives. The Grantee may, with the prior approval of the Council and the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the

Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the Council and the Comptroller of the Treasury. 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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the Council before purchasing any equipment or motor vehicles under this Grant Contract.

- 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.

The Grantee, 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 Council 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.23. Council Liability. The Council shall have no liability except as specifically provided in this Grant Contract.

- 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 Council of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Council 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 Council 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 Council 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 Contractor 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 Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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.
- 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. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, these items shall govern in order of precedence below:
- a. any amendment to this Grant Contract, with the latter in time controlling over any earlier amendments;
 - b. this Grant Contract with attachments.

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. 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 Council or acquired by the Grantee on behalf of the Council 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 Council 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.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the Council as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the Council by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the Council by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the Council may terminate this Grant Contract for cause. The Council will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

RANDALL HUTTO, PRESIDENT

DATE

Approved as to form

A handwritten signature in blue ink, appearing to read 'C. Tindall', written over a horizontal line.

Craig Tindall, City Attorney

GRANT CONTRACT
 BETWEEN
 GREATER NASHVILLE REGIONAL COUNCIL
 AND
 CITY OF MUFREESBORO

ATTACHMENT 1

SCOPE OF SERVICES AND DELIVERABLES (SCOPE) FOR SENIOR CENTERS

A. Complete FY-2017 New Contract Goals.

	<i>GOAL</i>
Evidence Based Programming:	Title III-D Disease Prevention and Health Promotion Services funds will be used only for evidence-based health promotion programs.

B. Complete FY-2017 Direct Service Goal Projected Numbers and Geographic Information.
 Direct Service goals must represent reasonable numbers for your catchment area, eligible population, Center size and staffing, etc.

1. Senior Center Direct Service Goal numbers.

Fiscal Year 2017 Direct Services			
	Service	Units of Service	Unduplicated Persons
1.	Resource Information	400	400
2.	Health Education	1350	360
3.	Health Screening	1350	360
4.	Physical Fitness & Exercise	18,000	700
5.	Recreation	80,000	3200
6.	Education	9000	900
7.	Telephone Reassurance	800	5

2. Projected Average Daily Attendance for FY 2017: 200

3. Total number of unduplicated persons projected to be served in FY 2017: 3500

4. <u>Location of Services</u> 325 St Clair St. Murfreesboro, TN 37130	<u>Days/Hours of Service</u> Monday-Friday 8:00 am – 4:30 pm Saturday 12:30 pm – 3:30 pm Opened some evenings for special events	<u>Geographic Area</u> City of Murfreesboro, Rutherford County, Cannon & Wilson Counties & others
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C. **TARGETING**

It is required that all service providers target the following listed 60+ populations. Indicate expected numbers of participants:

Low Income	300	Rural	825
Low Income Minority	100	Frail/With Disabilities	450

List below the specific activities that will be used to assure that this service is targeted to each of the above-listed populations. Indicate how participants will be informed that AOA-funded services cannot be denied to an eligible participant due to inability to pay.

Clients will be informed of eligibility with inability to pay through the Policies and Procedures Handbook and on yearly Basic Information Form.

Activity 1	Annual Wellness Expo and Health Screenings
Activity 2	Monthly WGNS Radio Spots Highlighting Programs
Activity 3	Planned Visits & Programs at Westbrook Towers

D. **COORDINATION**

The GRANTEE will coordinate the services funded under Title III with other appropriate services in the community and assure that these services do not duplicate services provided by other sources. Coordination efforts are summarized below:

Agency	Service	Type & Extent of Coordination
Free Legal Clinic	Free legal advice from attorneys with the Rutherford County Bar Association	Referrals, as needed
Greenhouse Ministries	Food pantry, gas vouchers, furniture, clothing, counseling and education	Referrals, as needed
Mid-Cumberland Human Action Agency	Assistance w/rent, utilities, commodities, and the LIHEAP program, assistance w/applications	Referrals, as needed
Murfreesboro Lions Club	Financial assistance with eye exams, glasses and hearing assessments, assist with applications	Referrals, as needed
Social Security Administration	Questions and assistance with applying for benefits	Assistance and referrals, as needed
State Health Insurance Program	Medicare assistance and use of educational speakers	Assistance and referrals, as needed
Telephone Regulatory Authority	Lifeline-Linkup services, Do Not Call Registry, assist with applications for free cell phones and for TDAP program (no cost telephones for sight and hearing impaired) also educational speakers	Assistance and referrals, as needed

Veteran's Administration	Questions about eligibility of services	Referrals, as needed
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E. HOLIDAY CLOSING SCHEDULE

Specify schedule of approved holidays.

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day and Christmas Eve

The Grantee will provide services in Attachment 1 in accordance with the following descriptions:

SERVICE NAME: Resource Information

SERVICE DEFINITION: A service which provides individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assesses the problems and capacities of the individuals; links individuals to the opportunities and services that are available; to the maximum extent practicable, ensures that the individuals receive the needed services, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures.

SERVICE UNIT: One contact

SPECIAL ELIGIBILITY OR TARGETING:

Older individuals who are eligible for but are not receiving public benefits and/or social services or are underserved and those who are isolated, hard-to-reach or otherwise in greatest social or economic need.

SERVICE NAME: Health Education

SERVICE DEFINITION: Individual and/or group sessions that assist participants to understand how their lifestyle impacts their physical and mental health and to develop practices that enhance their total well being. Includes programs relating to prevention and reduction of chronic disabling conditions, (including osteoporosis and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight control, and stress management.

SERVICE UNIT: One hour session for individual or each program hour for a group.

SERVICE NAME: Health Screening

SERVICE DEFINITION: Services which utilize diagnostic tools to test large groups of people for the presence of a particular disease or condition or for certain risk factors known to be associated with that disease or condition. Such as hypertension, glaucoma, high cholesterol, vision and hearing problems, diabetes.

SERVICE UNIT: Each participant screened.

SERVICE NAME: Physical Fitness & Exercise

SERVICE DEFINITION: Programs providing activities designed to improve strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health and/or other aspects of physical functioning. Includes group

exercise, and music therapy, art therapy, and dance-movement therapy including programs for multigenerational participation.

SERVICE UNIT: One hour session.

SERVICE ACTIVITIES:

The goal of Physical Fitness Programs is to promote as active a lifestyle as individuals are capable of, thereby prolonging healthy years, and helping to minimize the deleterious effects of illness when it does occur. Program activities may include:

- 1) Activities that include individuals at all levels of fitness, including the frail, wheelchair, and bed bound, with a plan to progress to the level of activity to meet the individual's own rate.
- 2) Activities that include physical examinations of individuals to assess their strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health, and their general ability to carry out daily tasks with vigor and alertness, without undue fatigue, and with ample energy to enjoy leisure time pursuits and meet unforeseen emergencies. These assessments provide an overall profile of the individual's fitness and may include specific recommendations regarding areas for improvement and activities for remediation.
- 3) Activities can include group exercise program and music, art, and dance movement therapy. Multigenerational programs are encouraged. See Older Americans Act, Section 102 (18) (23) and (36) for definitions of music, art, and dance-movement therapy.

SERVICE NAME: Recreation

SERVICE DEFINITION: Providing activities (structured or unstructured) which foster the health and/or social well being of individuals through social interaction and the satisfying use of leisure time.

SERVICE UNIT: Structured: one person session. Unstructured: One person per day regardless of the number of activities.

SERVICE NAME: Education

SERVICE DEFINITION: Activities designed to assist individuals to acquire knowledge, experience, or skills, provided to a group of older persons regarding issues related to their health, welfare, or wellbeing. Includes events to promote or increase awareness in such areas as nutrition, financial management/consumerism, crime or accident prevention, personal enrichment; skills in a craft or trade.

SERVICE UNIT: Each participant in one session of structured educational activities. (Education conducted at a center by Title III providers such as nutrition service will be reported by the service provider conducting the session and should not be included in the senior center report.)

SERVICE NAME: Telephone Reassurance

SERVICE DEFINITION: A telephone service to provide comfort or help to participants, staffed by volunteers.

SERVICE UNIT: One call

SERVICE ACTIVITIES: Prearranged calls to or from the home of participants to determine if they are safe and well, if they require special assistance, and to provide reassurance.

SPECIAL ELIGIBILITY OR TARGETING: Older persons living alone, who are otherwise isolated, and/or homebound.

ATTACHMENT 2
GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF MURFREESBORO

CONTRACT BUDGET
JULY 1, 2016 THROUGH JUNE 30, 2017
FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of Expenditures	Title III-B: Support Services	93.044	\$19,650		\$19,650
10% of Expenditures	Title III-B: Transportation	93.044			
10% of Expenditures	Title III-B: Accreditation	93.044	\$500		\$500
10% of Expenditures	Title III-C1: Congregate Meals	93.045			
10% of Expenditures	Title III-C2: Home Delivered Meals	93.045			
10% of Expenditures	Title III-D: Evidence Based	93.043	\$2,500		\$2,500
10% of Expenditures	Title III-E: FCSP – Caregiver	93.052			
10% of Expenditures	Title VII: Ombudsman	93.042			
	Federal NSIP Funds				
	NSIP Nutrition	93.053			
	State Funding				
50% of Expenditures	Multipurpose Senior Centers	N/A		\$12,550	\$12,550
10% of Expenditures	Home Delivered Meals	N/A			
10% of Expenditures	Homemaker	N/A			
	HCBS/Options for Community Living				
		Total	\$22,650	\$12,550	\$35,200

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2016 END: June 30, 2017				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	\$21,606	\$567,996	\$589,602
4, 15	Professional Fee, Grant & Award ²	\$1,484	\$39,016	\$40,500
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$6,535	\$171,815	\$178,350
11. 12	Travel, Conferences & Meetings	\$110	\$2,890	\$3,000
13	Interest ²	\$0	\$0	\$0
14	Insurance	\$1,630	\$42,845	\$44,475
16	Specific Assistance To Individuals	\$0	\$0	\$0
17	Depreciation ²	\$0	\$0	\$0
18	Other Non-Personnel ²	\$3,835	\$100,815	\$104,650
20	Capital Purchase ²	\$0	\$0	\$0
22	Indirect Cost	\$0	\$0	\$0
24	In-Kind Expense	\$0	\$0	\$0
25	GRAND TOTAL	\$35,200	\$925,377	\$960,577

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 State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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

ATTACHMENT 3

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Grant Contract between the Greater Nashville Regional Council (Council) and City of Murfreesboro (Grantee) in accordance with Section D.11 of the Grant Contract. This Agreement shall be effective as of the date of the last of the Parties to sign on the signature page of the Grant Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **City of Murfreesboro** (hereinafter referred to as "Business Associate").

In the course of executing the Grant Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC, to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Grant Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore the Parties to the Grant Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

(a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean City of Murfreesboro, through its St. Clair Street Senior Center, whose principal address is 325 St. Clair Street, Murfreesboro, Tennessee 37130.

(c) Contract. "Contract" shall mean the Grant Contract between GNRC and the Business Associate of which this Agreement is made a part.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 501 Union Street, 6th Floor, Nashville, Tennessee 37219-1705.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.

(f) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules.
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- (c) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.
- (f) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.
- (g) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC, or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.

- (h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- (j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the

information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

- (a) Term. This Agreement shall be effective as of the date on which this Agreement is signed by the last of the two parties to sign the Contract to which this Agreement is attached and made a part of, and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.
- (b) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.
- (c) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.
- (c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

- (a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (b) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.
- (c) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;
- (d) The obligations of business associate under this Section shall survive the termination of this Agreement.

7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section D.8. (Communications and Contacts) of the Grant Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.
- (e) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of

the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- (f) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- (g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

Senior Center Scope of Services template for use with Sub-contract between Grantee and Service Provider/Sub-contractor

1. The purpose of the senior center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.
2. The senior center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.
3. Prior to receiving funding, the senior center shall obtain a certificate signed by the Tennessee Commission on Aging and Disability and the Area Agency on Aging and Disability.
4. The Senior Center shall be chartered by the State of Tennessee, if not governed by a local governmental entity. If the senior center is not governed by a local governmental entity, then the senior center shall maintain current registration with the Secretary of State and maintain (501(c)(3) not-for-profit status.
5. The senior center shall have a governing entity and a written set of bylaws that defines the governing entity and establishes its organizational structure responsible for ensuring contract compliance.
6. The senior center shall have a Policy and Procedure Manual that addresses personnel and fiscal policies that govern the operation and management of the senior center. The Policy and Procedure Manual shall include at a minimum:
 - a. Personnel Requirements
 - b. Organizational Chart
 - c. Conflict of Interest Policy
 - d. Code of Conduct Policy
 - e. Nepotism Policy
 - f. Confidentiality Policy
 - g. Drug-Free Workplace Policy
 - h. Harassment Policy
 - i. Background Check Policy
 - j. Staff Training Requirements
 - k. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
 - l. Fiscal Policies and Procedures

7. The senior center shall demonstrate standard practices for the health and safety of the senior center participants and staff. At a minimum, the practices shall include:
 - a. Written emergency preparedness plan
 - b. Record of all incidents
 - c. Designated emergency preparedness officer at the center and on all senior center sponsored trips or outings
 - d. Current first aid training certification for staff
 - e. Policy and procedure on how employees report safety hazards to management
 - f. A facility that is accessible and barrier-free for people with disabilities

8. The senior center shall post the following:
 - a. Participant Grievance Procedure
 - b. Emergency Procedures
 - c. Evacuation Routes
 - d. Proof of Quarterly Emergency Drills
 - e. Proof of Annual Fire/Building Inspection
 - f. Proof of Annual Fire Extinguisher Inspection
 - g. Title VI Civil Rights Notice
 - h. Equal Employment Opportunity Poster
 - i. TOSHA Safety and Health Poster
 - j. Tennessee Unemployment Insurance Poster
 - k. Fair Labor Standards Act Poster
 - l. Public Accountability Poster (800# TN Comptroller's Office)
 - m. Emergency telephone numbers
 - n. Steps to be taken in each type of emergency
 - o. Location of First Aid Kits, extinguishers and other supplies
 - p. Monthly Calendar of Events

7. The senior center shall record participant information using the questions on the Participant Registration Form located in the SAMS database.

8. The senior center shall submit program data and financial reports to the AAAD at least quarterly by the 8th day of the month following the quarter.

9. The senior center shall retain records for five years plus the current year.

10. The senior center shall submit an annual report to the AAAD by August 1 of each year.

11. The senior center shall provide, by marking an "x" in the box on the left hand column, the services in the following categories, reaching a minimum of participants/units listed:

X	Service	Unduplicated Number of Participants	Units of Service
X	Resource Information —Serving as a location in the community in which one can access information and programs, services, and resources available through the aging network	Refer to page 13.	Refer to page 13.
X	Health Education —Individual and/or group sessions that assist participants to understand how their lifestyle impacts their physical and mental health and to develop practices that enhance their total well-being. Includes programs relating to prevention and reduction of chronic disabling conditions, (including osteoporosis and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight control and stress management	Refer to page 13.	Refer to page 13.
X	Health Screening -- Services which utilize diagnostic tools to test large groups of people for the presence of a particular disease or condition or for certain risk factors known to be associated with that disease or condition. Such as hypertension, glaucoma, high cholesterol, vision and hearing problems, diabetes.	Refer to page 13.	Refer to page 13.
X	Physical Fitness and Exercise — Programs providing activities designed to improve strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health and/or other aspects of physical functioning. Includes group exercise, and music therapy, art therapy, and dance-movement therapy including programs for multigenerational participation.	Refer to page 13.	Refer to page 13.
X	Recreation — Providing activities which foster the health and/or social well-being of individuals through social interaction and the satisfying use of leisure time.	Refer to page 13.	Refer to page 13.
X	Education — Activities designed to assist individuals to acquire knowledge, experience or skills; provided to a group pf older persons regarding issues related to their health, welfare, or well-being. Includes sessions to	Refer to page 13.	Refer to page 13.

	increase awareness in such areas as nutrition, financial management/consumerism, crime or accident prevention, promoting personal enrichment, increasing or gaining skills of a craft or trade.		
X	Telephone Reassurance — A telephone service to provide comfort or help to participants, usually staffed by volunteers.	Refer to page 13.	Refer to page 13.
	Transportation —Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity.		

Disease Prevention and Health Promotion (Title III-D) Scope of Services template for use with Sub-contract between Grantee and Service Provider/Sub-contractor

1. In using Title III-D funding, CITY OF MURFREESBORO shall arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services. Preferable programs are found at:
https://www.ncoa.org/wp-content/uploads/Title-IIID-Highest-Tier-Evidence-FINAL_10.23.15.pdf
2. Prior to the implementation of any programs, CITY OF MURFREESBORO shall submit to the AAAD for approval the evidence-based program(s) selected.
3. During the contracting year, CITY OF MURFREESBORO shall maintain documentation for each evidence-based program provided that includes: the name of the evidence based program implemented; the number of sessions required to reach completion with fidelity; the unduplicated number of participants completing the required number of sessions, the number of unduplicated participants who did not complete the required number of sessions; identification of reasons for non-completion; verification that all trainers are certified to lead the sessions according to the requirements of the program, and the funds budgeted for the program. The form and process for tracking this information must be approved by the AAAD.
4. Utilizing the information secured through Section 3 above, CITY OF MURFREESBORO shall document the participants served in the SAMS database or submit the documentation to the AAAD for entering the data into SAMS.

SINCE 1956



UNITED WAY OF RUTHERFORD AND CANNON COUNTIES AGREEMENT BETWEEN

COM St. Clair Senior Center
(hereinafter referred to as the Agency)

Program(s):

St. Clair Senior Center Healthy Lifestyles Program
and
United Way of Rutherford and Cannon Counties
(hereinafter referred to as United Way)

Covering the period from the 1st day of July, 2016, through the 30th day of June, 2017.

I. Both United Way and the Agency agree to:

- a. inform each other on all matters of common concern and to consult together when problems or misunderstandings arise in order to reach solutions in the best interest of the community;
- b. conform to all policies, procedures, and guidelines governing applicable UWRCC funding relationships;
- c. abide by ethical methods of publicity, promotion, and solicitation of funds with each organization's mission;
- d. a partnership which functions as a team in a positive and cooperative manner.

II. United Way agrees to:

- a. respect the autonomy of the program partner and recognize the responsibility of the Agency's board to determine its own policies and manage its own programs;
- b. maintain a responsible board of directors which shall meet at least four times annually;
- c. provide annual program and budget reviews and to direct funding toward programs which meet its high standards of accountability and which address pressing community needs;
- d. cooperate with other agencies in promoting effective services, efficiency, and economy;
- e. conduct an ongoing fund development efforts to support community needs;
- f. be a responsible steward of funds contributed to United Way by:
 1. addressing community issues;
 2. honoring donor wishes which comply with the designation policy; and
 3. submitting all appropriate records for an annual audit by an independent certified public accountant;
- g. provide prompt consideration and response to any request from a program partner;

III. The Agency agrees to:

- a. maintain its status as a nonprofit, charitable organization and to conduct its operation in a manner which neither will jeopardize the tax deductibility (of contributions to the Agency or United Way) under state and federal law nor the exemption under federal income tax and estate tax laws;
- b. maintain a responsible board of directors which shall meet at least four times annually;
- c. cooperate with other organizations, both public and private in meeting the needs of the community, in preventing unnecessary duplication of services, and in promoting high standards of efficiency and effectiveness;
- d. meet all applicable United Way minimum standards for funding, including reporting to United Way the use of funding as stated in the Agency's Application & Outcomes Forms, understanding that deviation from the stated use without express written consent from United Way could jeopardize continued receipt of and/or return of any funds other than those specifically designated to the Agency, and also reporting of outcomes, or any other information to United Way as requested.

- e. recognize and identify publicly United Way's financial support of Agency, to display the United Way insignia on property, and to include references in publicity materials produced in order to strengthen public identification with United Way;
- f. keep its program fees and service charges commensurate with the ability of the participants to pay (if applicable), the costs of the services rendered, and the nature of the program;
- g. advise United Way of contemplated expansion, consolidations, mergers, and significant changes in partnership programs;
- h. recognize that United Way is under no obligation to increase funding to agency for expansion, consolidations, mergers, or significant changes in program;
- i. recognize that no oral understandings or statements may vary the terms of this contract;
- j. operate without discrimination;
- k. recognize that the grant award provided by United Way is an "intent to fund" for the above stated time period, and should United Way experience a decrease in fundraising, the grant award (primarily three-year grants awards) may be adjusted accordingly;
- l. The Agency will conduct an internal employee giving campaign, in conjunction with United Way, to be completed and submitted to United Way no later than November 1st of each year during the above stated contract year(s).

IV. United Way reserves the right to terminate or suspend funding at any time.

V. The Agency further agrees to accept for the period covered by this agreement an amount approved by the United Way Board of Directors reserving the right to appeal.

We, the undersigned, confirm that this Agreement has been read and approved and the Agency agrees to abide by the terms of this contract.

Agency Board Chair Signature

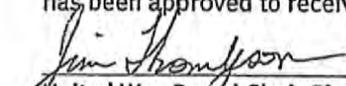
Date

Agency Executive Director/President Signature

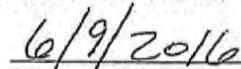
Date

United Way of Rutherford & Cannon Counties

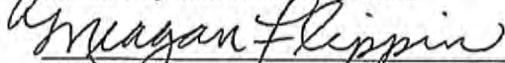
We the undersigned confirm that at the meeting of the United Way Board of Directors held on June 11, 2015, the Agency has been approved to receive funding as outlined on the enclosed award letter.



United Way Board Chair Signature



Date



United Way President and CEO Signature



Date

Contract is due to United Office by close of business on June 20, 2016;. Please keep a copy for your records.



... creating a better quality of life

CONSENT AGENDA

July 18, 2016

Honorable Mayor and Members of the City Council:

**RE: Engagement Letter for Annual Actuarial Services of Murfreesboro, Tennessee
Employees' Revised Pension Plan for Budget Year 2016-2017**

Background

The City utilizes the services of Bryan, Pendleton, Swats & McAlister, LLC (BPS&M) to provide actuarial services in connection with the City of Murfreesboro, Tennessee Employees' Revised Pension Plan. Attached is the engagement letter outlining the structure for the services BPS&M will provide and explains the compensation for the services to be rendered.

Fiscal Impact

The fees are estimated to be in the range of \$27,500 - \$31,500, as specified in Exhibit A. The expense is to be paid from the City of Murfreesboro, Tennessee Employees' Revised Pension Plan.

Recommendation

It is recommended that the City Council approve the engagement letter from BPS&M and allow the Mayor to sign the engagement letter.

Attachment

1. Engagement Letter

Melissa B. Wright, CPA
City Recorder/Finance Director

Finance and Tax Administration

111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 5210 * Fax 615 848 3247
TDD 615 849 2689 www.murfreesborotn.gov



Bryan, Pendleton, Swats & McAllister, LLC
A Willis Tarré Company

Michael G. Guyton, FSA, MAAA
michael.g.guyton@bpsm.com
615.665.5355

June 24, 2016

Mr. Glen Godwin, SPHR
Human Resources Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37183-1139

Dear Glen:

**Re: Engagement Letter
Actuarial Services for City of Murfreesboro, Tennessee Employees' Revised Pension
Plan**

BPS&M appreciates our relationship with The City of Murfreesboro to provide actuarial services for the above plan. We look forward to continuing to provide actuarial, consulting, administrative, compliance, testing and data management services for the above plan.

This letter outlines

- the scope of the services we will provide and the fees that you can expect to pay for these services, and
- our general business terms

Our base fees will remain the same as last year.

This letter, including the attached General Terms (together, the "Agreement"), is between **Bryan, Pendleton, Swats & McAllister, LLC ("BPS&M")**, and **the City of Murfreesboro (the "City")**, for the term indicated. BPS&M is being retained by the City to perform the services outlined in this Agreement with respect to the City of Murfreesboro, Tennessee Employee's Revised Pension Plan. By signing this letter, the City agrees to be bound by the terms of this Agreement. Throughout this Agreement, terms such as "we", "us" and "our" refer to BPS&M, and terms such as "you" or "your" refer to the City. If we are contacted by persons from your organization who, in our judgement, appear to have authority to represent the City, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss plan affairs.

This agreement is effective for the plan year beginning July 1, 2016, and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below.

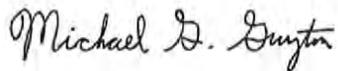
Glen Godwin
June 24, 2016

Exhibit A describes the services that we expect to perform and the associated fees for those services. It also provides our general billing procedures and other business terms, including representative billing rates.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Exhibit A also provides examples of services that we consider additional consulting services outside the scope of the expected services identified.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me.

Sincerely,



Michael G. Guyton

Enclosure: General Terms

AGREED TO:

City of Murfreesboro

By: _____ Date: _____

Title: _____

Approved as to Form:

_____ Date: _____

Craig Tindall
City Attorney

Exhibit A

General Terms

The primary basis for determining our fee for services is the hourly billing rate of those who work on the case, multiplied by the actual time expended, plus a technology charge of 10% of time charges. The fees listed below represent our best estimate for services, including technology charges, to the City of Murfreesboro, Tennessee Employee's Revised Pension Plan. Actual fees may be higher or lower than these estimated fees. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section.

Please note that any change to the scope of the project beyond that contained in this engagement letter may cause an increase in the project fees quoted within this engagement letter. The fees estimated within this engagement letter are binding until July 31, 2016. If the decision process extends beyond this date, BPS&M reserves the right to reissue this engagement letter to you with revised fee estimates.

Annual Actuarial Services for City of Murfreesboro, Tennessee Employees' Revised Pension Plan

- Annual Actuarial Valuation and Report (Funding Report) as of July 1, 2016
 - Government Accounting Report as of June 30, 2016 ¹
 - Annual Individual Benefit Statement ²
 - Annual Meeting
- \$27,500 - \$31,500**

¹ Results will be split between Water and Sewer and other

² Two electronic files will be provided; one which will include all participants and one will include Water and Sewer Participants

Additional Actuarial Services

- Analysis of changes in valuation assumptions and methods and consulting on possible changes
- Support to external auditors for the annual financial statement audits of the companies
- Annual estimates of succeeding year contributions and accounting expense
- Projections of funding or accounting expense over multiple years, or beyond that described under Recurring Actuarial Services
- Study of demographic assumptions based on plan experience
- Actuarial valuations, accounting expense and accounting disclosure determinations for Other Post-Employment Benefit Plans (non-pension).
- Resolving trustee accounting or reporting problems
- Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- Actuarial studies of plan amendments
- Actuarial studies and other work related to mergers, acquisitions or spin-offs
- Actuarial studies involving forecasting of cash flow and/or accounting results
- Special estimates and projections for executives including nonqualified plan benefits
- Lost participant searches, address corrections
- Meetings and telephone conferences (in addition to those listed above)

Participant Communication Services

- Participant communications (other than annual statement and benefit determination)
- Printing costs and distribution costs for SPDs or other participant communications

Plan Documentation and Regulatory Compliance Services

- Consulting services related to plan design or plan administration
- Drafting or review of Plan amendments, Board Resolutions and Summary Plan Descriptions (for review of legal counsel)
- Revisions or modifications to other plan documents, such as Summary Plan Descriptions (SPDs), administrative forms, investment policy documents (for review of legal counsel)
- Determination letter applications; filing of plan documents with IRS or other governmental authorities
- Responding on behalf of the City to questions from regulatory auditors
- Services pursuant to non-compliance with law or regulations, including corrections procedures filings and other regulatory filings
- Assistance with preparation of ERISA audit schedules, including schedules of assets held for investment or reportable transactions
- General consulting services, such as plan interpretations, regulatory interpretations applicable to the plan, statutory requirements, analyses regarding the impact of legislative or regulation changes impacting the plan

Billing Rates

BPS&M's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. BPS&M average hourly rates as of January 1, 2016:

Senior Consultant/Principal	\$310 - \$454
Consultant	\$225 - \$310
Actuarial Staff/Pension Analyst	\$140 - \$225
Other Clerical and Word Processing	\$70 - \$140

Periodically, BPS&M hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

Expenses

There are three categories of expenses that the firm may bill in addition to the fees listed above.

- Out-of-pocket expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed directly.
- Administrative expenses for copying, faxing, long-distance phone calls, etc. as would be described on detailed billing statements.
- Any applicable taxes, charges and other levies associated with the agreed upon services rendered by BPS&M. This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of BPS&M.

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

Billing Procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered and costs were incurred. However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay BPS&M payment within 30 days after the statement date.

Our billing statements are due and payable upon receipt. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 30 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

Potential Conflicts of Interest Disclosure

BPS&M is wholly owned by Wells Fargo & Company. Wells Fargo and its related companies are a financial services organization that provides many services to help organizations manage their employee benefit plans. In the course of our engagement with you, we may introduce other services and capabilities of Wells Fargo or other service providers that may be of benefit to you and the management of your plans. We know of no circumstances that create a conflict of interest in our services to you.

Potential Direct and Indirect Compensation from Other Parties

It is possible that we will receive compensation from Wells Fargo related companies or other parties or service providers in relation to your decision to use their services. We will disclose to you the monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan. At the present time, there is no indirect compensation expected.

Confidentiality

BPS&M will not sell, rent, lease or in any way transfer City information to a third party, except as expressly agreed to by you in writing BPS&M will have no proprietary interest or right to use City information, except as provided in this Agreement. BPS&M will take all reasonable and necessary steps to prevent the misuse of City Information.

BPS&M's reports, letters, memos, emails or other consulting work products furnished to you are for the use of the City and its auditors, and for the business purposes stated therein. BPS&M is not responsible for the reliance upon these work products by any other party.

Amendment and Termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

Dispute Resolution

In the event of any dispute or disagreement between the parties with respect to our services, each of the parties will promptly appoint a designated officer to meet for the purpose of endeavoring in good faith to resolve such dispute. If an amicable resolution through negotiation does not appear likely within a reasonable time, the parties agree to resolve the disagreement through mediation. The mediator for such resolution shall be decided by mutual agreement.

Indemnification

Neither the City nor Wells Fargo shall be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or its authorized agents; (b) interruptions or delays affected by information or communications systems; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d) suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country; or (h) other unusual circumstances not reasonably within the control of either party.

Mutual Responsibilities

Timeliness and Accuracy of Data. You will provide us with the requested participant and other plan information that we need in order to perform our services. You will be responsible for ensuring that the information is accurate and complete. Although BPS&M will perform reasonableness checks on the participant data, BPS&M will have no other responsibility to independently verify the accuracy of the participant data that you provide. BPS&M assumes no responsibility to acquire information

other than to request it from you or from third parties as authorized by you. BPS&M will not be liable for any errors or omissions made as a result of incomplete or incorrect information that are furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

Maintenance and Transfer of Records. BPS&M will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such time as a final payment in full is made to BPS&M for all outstanding fees and expenses to date, BPS&M will furnish the City, upon City's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with BPS&M's file retention policies.

Limitations on BPS&M Services

BPS&M is not a law or accounting firm and does not provide legal or tax advice. Any documents that we prepare are specimen documents that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

BPS&M is not a fiduciary, investment advisor, or the plan administrator of the plan(s) within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise. You are responsible for all discretionary decisions relating to the plan(s). BPS&M may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, BPS&M may perform certain services, acting as agent to the City and

the fiduciaries to the plan. BPS&M performs such services in an administrative, nondiscretionary capacity only according to plan documents and other procedures and exercises no discretion as to the administration of the plan and the management of plan assets. BPS&M does not invest trust assets or prepare trust accounting statements. BPS&M does not monitor investment performance or the performance of investment management or advisors. BPS&M does not handle plan assets. BPS&M does not provide services that would constitute investment advice to either the plan sponsor or any plan participant.

BPS&M Role in Regulatory Compliance.

BPS&M helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These compliance requirements and duties are numerous, including, but not limited to:

- Participant communications, whether periodic or driven by participant or plan events
- Reporting and disclosure to regulatory authorities
- Maintenance of plan documents in accordance with law and regulation
- Financial transactions

BPS&M is ready to assist in each of these areas to ensure compliance, and our services can range from recommendations of strategies for compliance to full outsourcing of specific compliance tasks, subject to review and advice of your legal counsel. The services and fees outline mentions specific ways in which BPS&M will assist and support you in regulatory compliance. Unless otherwise specifically indicated in our description of services, the City is responsible for meeting all compliance requirements of the plan.



... creating a better quality of life

CONSENT AGENDA

July 18, 2016

Honorable Mayor and Members of the City Council:

RE: Other Post Employment Benefit (OPEB) Calculations

Background

Purpose: For reporting purposes the City is required to disclose in its comprehensive annual financial report the cost to the City of providing post employment benefits. The City offers health insurance or HRA coverage to its employees once they have retired. The cost to the City and employee varies depending upon the plan they choose and the age of the employee. The decision to offer this benefit is made annual by Council vote. The City has chosen to operate on a pay as you go basis and is not funding the liability as calculated by Bryan, Pendleton, Swats & McAlister, LLC (BPS&M).

Scope of Work: The calculation will project the City's liability based on our current plan design as of July 1, 2017 and is required to be calculated every two years. The staff of BPS&M will work with the Human Resources Department and the Finance Department to obtain the information they need to complete their work.

Selection Process: BPS&M has been the City's actuary for many years and has done the OPEB calculation for us since the requirement went into effect.

Fiscal Impact

The proposed fee is not to exceed \$15,000. The work was included in the fiscal year 2017 budget of the Finance and Tax Department. The service includes employees of the water and sewer department and stormwater employees and those departments will share in the cost on a pro-rata basis.

Recommendation

It is my recommendation that Council approves the proposal and allows the Mayor, to sign the engagement letter.

Attachment

1. Engagement Letter

Melissa B. Wright, CPA
City Recorder/Finance Director

Finance and Tax Administration

111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 5210 * Fax 615 848 3247
TDD 615 849 2689 www.murfreesborotn.gov



Bryan, Pendleton, Swats & McAllister, LLC
A Wells Fargo Company

David L. Shaub, FSA
david.shaub@bpsm.com
615.665.5309

June 2, 2016

VIA ELECTRONIC DELIVERY

Melissa B. Wright, CPA
City Recorder/Finance Director
City of Murfreesboro
111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133-1139

**Re: Engagement Letter
GASB OPEB Actuarial Services for the City of Murfreesboro**

Dear Karen:

Thank you for selecting Bryan, Pendleton, Swats & McAllister, LLC to provide actuarial services in connection with your plan(s).

This letter outlines

- the scope of the services we will provide and the fees that you can expect to pay for these services and
- our general business terms

This letter, including the attached General Terms (together, the "Agreement"), is between **Bryan, Pendleton, Swats & McAllister, LLC ("BPS&M")**, and **City of Murfreesboro (the "City")**, for the term indicated. BPS&M is being retained by the City to perform the services outlined in this Agreement with respect to the City of Murfreesboro's other post-employment benefit plan(s). By signing this letter, the City agrees to be bound by the terms of this Agreement. Throughout this Agreement, terms such as "we", "us" and "our" refer to BPS&M, and terms such as "you" or "your" refer to the City. If we are contacted by persons from your organization who, in our judgment, appear to have authority to represent the City, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss plan affairs.

This agreement is effective for the July 1, 2016, actuarial valuation and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after November 30, 2016, we reserve the right to reissue this engagement letter with revised fee estimates for expected services. We will supply updates to Exhibit A to you as appropriate.

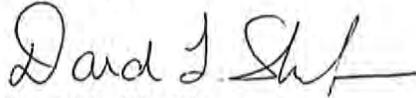
Melissa B. Wright
June 2, 2016

Exhibit A describes the services that we expect to perform and the associated fees for those services. It also provides our general billing procedures and other business terms, including representative billing rates.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Exhibit A also provides examples of services that we consider additional consulting services outside the scope of the expected services identified.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me. Again, I am pleased you have selected BPS&M, LLC. We look forward to serving you.

Sincerely,



David L. Shaub

Enclosure: General Terms

AGREED TO:

City of Murfreesboro

By: _____ Date: _____

Title: _____

Prior to accepting the engagement with BPS&M, LLC, we are required to notify you that BPS&M, LLC will use information you supply to verify your identify. The notice follows.

To help the government fight the funding of terrorism and money-laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals and businesses) who engages in services. What this means for you: When you engage in a service, we will ask for your name, address, and other information that will allow us to identify your City.

Exhibit A

General Terms

Fees

The primary basis for determining our fee for services is the hourly billing rate of those who work on the case, multiplied by the actual time expended, plus a technology charge of 10% of time charges. The fees listed below represent our best estimate for services, including technology charges, to the City of Murfreesboro. Actual fees may be higher or lower than these estimated fees. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section.

Actuarial Valuation

Fee

GASB 45 OPEB Actuarial Valuation and Report July 1, 2016

\$15,000

(Not to Exceed)



Additional plan services

Additional actuarial services

- Analysis of changes in valuation assumptions and methods and consulting on possible changes
- Support to external auditors for the annual financial statement audits of the City
- Annual estimates of succeeding year contributions and accounting expense
- Projections of accounting expense over multiple years, or beyond as described under Recurring Actuarial Services
- Study of demographic assumptions based on plan experience
- Resolving trustee accounting or reporting problems
- Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- Actuarial studies of plan amendments
- Actuarial studies and other work related to mergers, acquisitions or spin-offs
- Meetings and telephone conferences (in addition to those listed above)

Billing rates

BPS&M's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. BPS&M current average hourly rates as of January 1, 2016:

Senior Consultant/Principal	\$310 - \$454
Consultant	\$225 - \$310
Actuarial Staff/Pension Analyst	\$140 - \$225
Other Clerical and Word Processing	\$70 - \$140

Periodically, BPS&M hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

Expenses

There are three categories of expenses that the firm may bill in addition to the fees listed above.

- *Out-of-pocket* expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed directly.
- *Administrative* expenses for copying, faxing, long-distance phone calls, etc. as would be described on detailed billing statements.
- Any applicable *taxes, charges and other levies* associated with the agreed upon services rendered by BPS&M. This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of BPS&M.

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

Billing procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered and costs were incurred. However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay BPS&M payment within 30 days after the statement date.

Our billing statements are due and payable upon receipt. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 30 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

Potential conflicts of interest disclosure

BPS&M is wholly owned by Wells Fargo & Company. Wells Fargo and its related companies are a financial services organization that provides many services to help organizations manage their employee benefit plans. In the course of our engagement with you, we may introduce other services and capabilities of Wells Fargo or other service providers that may be of benefit to you and the management of your plans. We know of no circumstances that create a conflict of interest in our services to you.

Potential direct and indirect compensation from other parties

It is possible that we will receive compensation from Wells Fargo related companies or other parties or service providers in relation to your decision to use their services. We will disclose to you the

monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan. At the present time, there is no indirect compensation expected.

Confidentiality

BPS&M will not sell, rent, lease or in any way transfer City, information to a third party, except as expressly agreed to by you in writing. BPS&M will have no proprietary interest or right to use City information, except as provided in this Agreement. BPS&M will take all reasonable and necessary steps to prevent the misuse of City information.

BPS&M's reports, letters, memos, emails or other consulting work products furnished to you are for the use of the City and its auditors, and for the business purposes stated therein. BPS&M is not responsible for the reliance upon these work products by any other party.

Amendment and termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

Dispute resolution

In the event of any dispute or disagreement between the parties with respect to our services, each of the parties will promptly appoint a designated officer to meet for the purpose of endeavoring in good faith to resolve such dispute. If an amicable

resolution through negotiation does not appear likely within a reasonable time, the parties agree to resolve the disagreement through mediation. The mediator for such resolution shall be decided by mutual agreement.

Indemnification

You agree to hold BPS&M harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the plan or of plan related services by the City, Plan Administrator or other third party vendor. This indemnification does not include claims, losses, damages, liabilities, costs or any other expenses attributable to any gross negligence or willful misconduct by BPS&M in the performance of our services under this engagement.

Neither the City nor BPS&M shall be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or its authorized agents; (b) interruptions or delays affected by information or communications systems; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d) suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country; or (h) other unusual circumstances not reasonably within the control of either party.

Mutual responsibilities

Timeliness and accuracy of data. You will provide us with the requested participant and other plan information that we need in order to perform our services. You will be responsible for ensuring that the information is accurate and complete. Although BPS&M will perform reasonableness checks on the participant data, BPS&M will have no other responsibility to independently verify the accuracy of the participant data that you provide. BPS&M assumes no responsibility to

acquire information other than to request it from you or from third parties as authorized by you. BPS&M will not be liable for any errors or omissions made as a result of incomplete or incorrect information that are furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

Conversion. We will work with your current providers to determine an appropriate file format and record layout for any conversion data that we may need. You will be responsible for the payment of any fees charged by the current provider for its work to supply the conversion data that we need and answer questions that we may have.

We will accept the information and data provided by the prior service provider as correct and complete unless instructed by you. We will not audit those records for accuracy, compliance with government requirements or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records.

Error! Bookmark not defined. If instructed by you, and within the scope of our engagement, we will conduct reviews of plan documentation, participant communication and/or plan operation to evaluate whether your plan(s) was (were) in proper compliance with applicable law and regulations and/or the provisions of plan documents for the specified period. We will report to you any issues we think must be addressed, and will make recommendations for necessary action for consideration by you and your legal counsel.

Maintenance and transfer of records.

BPS&M will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such time as a final payment in full is made to BPS&M for all outstanding fees and expenses to date, BPS&M will furnish the

City, upon City's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with BPS&M's file retention policies.

Limitations on BPS&M services

BPS&M is not a law or accounting firm and does not provide legal or tax advice.

Any documents that we prepare are specimen documents that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

BPS&M is not a fiduciary, investment advisor, or the plan administrator of the plan(s) within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise.

You are responsible for all discretionary decisions relating to the plan(s). BPS&M may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, BPS&M may perform certain services, acting as agent to the City and the fiduciaries to the plan. BPS&M performs such services in an administrative, nondiscretionary capacity only according to plan documents and other procedures and exercises no discretion as to the administration of the plan and the management of plan assets. BPS&M does not invest trust assets or prepare trust accounting statements. BPS&M does not monitor investment performance or the performance of investment management or advisors. BPS&M does not handle plan assets. BPS&M does not provide services that would constitute investment advice to either the plan sponsor or any plan participant.

BPS&M role in regulatory compliance.

BPS&M helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel.

These compliance requirements and duties are numerous, including, but not limited to:

- Participant communications, whether periodic or driven by participant or plan events
- Reporting and disclosure to regulatory authorities
- Maintenance of plan documents in accordance with law and regulation
- Financial transactions

BPS&M is ready to assist in each of these areas to ensure compliance, and our services can range from recommendations of strategies for compliance to full outsourcing of specific compliance tasks, subject to review and advice of your legal counsel. The services and fees outline mentions specific ways in which BPS&M will assist and support you in regulatory compliance. Unless otherwise specifically indicated in our description of services, the City is responsible for meeting all compliance requirements of the plan.



... creating a better quality of life

CONSENT AGENDA

July 18, 2016

Honorable Mayor and Members of the City Council:

RE: State CT-0253 Form for the June 2016 Water & Sewer Refunding Bond Issue

Background

The City Council approved Resolution 16-R-11 on May 5, 2016 authorizing the City to issue up to \$19,800,000 in Water and Sewer Revenue and Tax Refunding Bonds to refund a portion of Water and Sewer System Revenue & Tax Series 2009 Bonds. The attached CT-0253 is a summary of the debt obligation.

Fiscal Impact

There is no additional fiscal impact to the report.

Recommendation

Per Tennessee Code 9-21-151 the State CT-0253 form for the June 2016 Water & Sewer Refunding Bond issue is being presented to you at a public meeting.

Attachment

1. CT-0253

Melissa B. Wright, CPA
City Recorder/Finance Director

Tennessee Comptroller of the Treasury
Office of State and Local Finance

Received Date: June 15, 2016

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1.	Public Entity:	Name: <u>City of Murfreesboro, Tennessee</u> Address: <u>111 West Vine Street (37130)</u> <u>Murfreesboro, Tennessee 37854</u> Debt Issue Name: <u>Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C</u> If disclosing initially for a program, attach the form specified for updates, indicating the frequency required																										
2.	Face Amount:	<u>\$ 17,015,000</u>																										
	Premium/Discount:	<u>\$ 2,285,436.40</u>																										
3.	Interest Cost:	<u>1.5051284</u> %	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable																								
	<input checked="" type="checkbox"/> TIC	<input type="checkbox"/> NIC																										
	Variable:	Index _____ plus _____ basis points; or																										
	Variable:	Remarketing Agent _____																										
	Other:	_____																										
4.	Debt Obligation:	<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input checked="" type="checkbox"/> BOND <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease																										
	If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Official State and Local Finance ("OSFL")																											
5.	Ratings:	<input type="checkbox"/> Unrated Moody's <u>Aa1</u> Standard & Poor's <u>AA</u> Fitch _____																										
6.	Purpose:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 50%;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> General Government</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Education</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Utilities</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>_____</td> </tr> <tr> <td><input checked="" type="checkbox"/> Refunding/Renewal</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">_____</td> <td>Refinance a portion of the Water & Sewer System Revenue & Tax Ref, Series 09</td> </tr> </tbody> </table>						BRIEF DESCRIPTION	<input checked="" type="checkbox"/> General Government	%	_____	_____	<input type="checkbox"/> Education	%	_____	_____	<input type="checkbox"/> Utilities	%	_____	_____	<input type="checkbox"/> Other	%	_____	_____	<input checked="" type="checkbox"/> Refunding/Renewal	100%	_____	Refinance a portion of the Water & Sewer System Revenue & Tax Ref, Series 09
			BRIEF DESCRIPTION																									
<input checked="" type="checkbox"/> General Government	%	_____	_____																									
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<input type="checkbox"/> Other	%	_____	_____																									
<input checked="" type="checkbox"/> Refunding/Renewal	100%	_____	Refinance a portion of the Water & Sewer System Revenue & Tax Ref, Series 09																									
7.	Security:	<input checked="" type="checkbox"/> General Obligation <input type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Annual Appropriation (Capital Lease Only) Other (Describe): _____																										
8.	Type of Sale:	<input checked="" type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Inferfund Loan _____ <input type="checkbox"/> Negotiated Sale <input type="checkbox"/> Loan Program _____ <input type="checkbox"/> Informal Bid																										
9.	Date:	Dated Date: <u>6/15/2016</u> Issue/Closing Date: <u>6/15/2016</u>																										

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:		
<input type="checkbox"/> No Recurring Costs		
	AMOUNT (Basis points/\$)	FIRM NAME (if different from #11)
Remarketing Agent		
Paying Agent/Registrar	\$ 400.00	U.S. Bank National Association
Trustee		
Liquidity/Credit Enhancement		
Escrow Agent		
Sponsorship/Program/Admin		
Other		

13. Disclosure Document/Official Statement:		
<input type="checkbox"/> None Prepared		
<input checked="" type="checkbox"/> EMMA Link	http://emma.msrb.org/ES787366-ES619192-ES1014811.pdf or	
<input type="checkbox"/> Copy Attached		

14. Continuing Disclosure Obligations:		
Is there an existing continuing disclosure obligation related to the security for this debt?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a continuing disclosure obligation agreement related to this debt?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes to either question, date that disclosure is due	6/30/2016	
Name and title of person responsible for compliance	Cumberland Securities Company, Inc.	

15. Written Debt Management Policy:		
Governing Body's approval date of the current version of the written debt management policy	11/3/2011	
Is the Debt obligation in compliance with and clearly authorized under the policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

16. Written Derivative Management Policy:		
<input checked="" type="checkbox"/> No Derivative		
Governing Body's approval date of the current version of the written derivative management policy		
Date of Letter of Compliance for derivative		
Is the derivative in compliance with and clearly authorized under the policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

17. Submission of Report:			
To the Governing Body: on	6/15/2016	and presented at the public meeting held on	6/28/2016
Copy to Director of OSLF: on	6/15/2016	either by:	
<input type="checkbox"/> Mail to:	<input checked="" type="checkbox"/> Email to:		
505 Deaderick Street, Suite 1600 James K. Polk State Office Building Nashville, TN 37243-1402	StateAndLocalFinance.PublicDebtForm@cot.tn.gov		

18. Signatures:				
	AUTHORIZED REPRESENTATIVE	PREPARER		
Name	<u>M. Alan Michael</u>	Joseph Ayres		
Title	Mayor	President		
Firm	City of Murfreesboro, TN	Cumberland Securities Company, In		
Email	<u>mwright@murfreesborotn.gov</u>	<u>joe.ayres@cumberlandsecurities.com</u>		
Date	6/15/2016	6/15/2016		



CUMBERLAND SECURITIES

June 15, 2016

Sandi Thompson
Division of Bond Finance
1600 James K. Polk State Office Building
505 Deaderick Street
Nashville, TN 37243-1402

Re: \$17,015,000 City of Murfreesboro, Tennessee
Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C

Dear Sandi:

Pursuant to Chapter 402 Public Acts of 1989, please find attached for the above captioned issues, an executed copy of the State Form #CT-0253 "Report on Debt Obligation." **Upon receipt, please return one (1) copy with your "Received and Date" stamp for our records.**

If you have any questions, please feel free to call.

Very truly yours,

Scott Gibson
Senior Vice President

SPG/tpd
Enclosures



...breathing a better quality of life.

July 21, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: Amendment to Contract Between City of Murfreesboro and Hearthstone Properties LLC for City Hall Parking Garage Sweeping /Cleaning Service

As an item for the consent agenda on July 21, 2016, it is recommended that the City Council approve the attached Services Contract Amendment

Background

On June 30, 2014, The City of Murfreesboro entered into a service contract with Hearthstone Properties LLC for a period of one year with an option to extend the contract term annually through 2019. The attached Amendment extends the terms of the contract through June, 2017.

Fiscal Impact

\$425.00 monthly fee for services is City Council approved through the fiscal year 2017, Parking Garage Operating Expenditure, Contractual Services account.

Recommendation

Staff recommends approval of the attached Services Contract Amendment

Sincerely,

Ron Dennis
Facilities Maintenance Superintendent

AMENDMENT NO. 1 TO
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
HEARTHSTONE PROPERTIES LLC
FOR
CITY HALL PARKING GARAGE SWEEPING/CLEANING SERVICE

WHEREAS, the City of Murfreesboro and Hearthstone Properties LLC have entered into a contract for the provision of City Hall parking garage sweeping and cleaning services from July 1, 2014 through June 30, 2015; and

WHEREAS, pursuant to Clause 2 of the Contract, the City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the City notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date; and

WHEREAS, the City and Contractor agreed to extend the contract for one additional year from July 1, 2015 through June 30, 2016, and such services have been provided; and

WHEREAS, the City has notified the Contractor in writing of its intention to extend the term of the contract for an additional year from July 1, 2016 through June 30, 2017; and

WHEREAS, Contractor has agreed to such extension.

NOW THEREFORE, the contract entered into on July 1, 2014, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee ("City"), and Hearthstone Properties LLC, a limited liability company of the State of Tennessee ("Contractor") for the purchase of City Hall parking garage sweeping and cleaning services is hereby renewed for an additional term of one year, from July 1, 2016 through June 30, 2017.

In all other respects, the Contract is hereby affirmed.

CITY OF MURFREESBORO

Robert J. Lyons, City Manager

Approved as to form:

Craig Tindall, City Attorney

HEARTHSTONE PROPERTIES LLC

Scott Graby

STATE OF TENNESSEE)

COUNTY OF Rutherford) ss

Before me, the undersigned notary public, personally appeared Scott Graby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Contractor or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this 6 day of

June, 2016.

Tiffany L. Pasquale
Notary Public

My Commission Expires: 9/15/18





Consent Agenda

July 21, 2016

Honorable Mayor McFarland and Members of City Council

Subject: Purchase of Two (2) 2016 Kenworth T370 dump trucks

We respectfully request approval to purchase two (2) 2016 Kenworth T370 dump trucks, under the State of Tennessee Statewide Contract Number: 200-46732.

Background

Purpose

The purchase of these two trucks will improve our mobility to and from job sites to increase project completion. These trucks will also provide the Street Division the ability to perform multiple routine maintenance tasks and have full capabilities to help with snow removal. The two new trucks will replace a 1985 Ford and a 1986 GMC; both are outdated and unreliable.

Selection Process

The 2016 Kenworth T370 Dump trucks are available for purchase pursuant to T.C.A. § 12-3-1201(b) under the State of Tennessee's Statewide Contract with Worldwide Equipment Inc. (SWC Number: 200-46732).

Fiscal Impact

The 2016 CIP Equipment Replacement Program allocates a total of \$1,020,100.00 for Engineering/Street Department Equipment purchases. Approval of this purchase in the amount of \$360,238.12 would leave a remaining available balance of \$592,043.88.

Recommendation

Accordingly, we respectfully request approval to purchase two (2) Kenworth T370 dump trucks at the price established under the state contract with Worldwide Equipment Inc.

Attachments

Worldwide Equipment Inc. quote sheet
State of Tennessee Statewide Contract Number: 200-46732

Sincerely,

Raymond Hillis
Street Division Superintendent



WORLDWIDE EQUIPMENT ENTERPRISES, INC.
CHATTANOOGA DIVISION

4/26/16

Dump Truck Proposal / Snow removal unit

**DIVISIONS &
SUBSIDIARIES**

KENTUCKY

Lexington
Middlesboro
Prestonsburg
Somerset

WEST VIRGINIA

Charleston
Huntington
Jane Lew
Princeton

VIRGINIA

Abingdon

TENNESSEE

Chattanooga
Knoxville

OHIO

Cincinnati
Dayton
Charleston

SOUTH CAROLINA

Columbia
Greenville
Charleston

**WORLDWIDE
EQUIPMENT
LEASING, INC.**

**WORLDWIDE
FABRICATING
&
MANUFACTURING**

**COMPLETE
TRUCK & TRAILER**

City Of Murfreesboro
111 W. Vine Street
Murfreesboro TN 37130

Please see the following specifications and pricing for a new 2016 Kenworth T370 dump chassis equipped with a Viking Cives dump body and snow removal equipment as per state contract bid less the front plow attachments. Also included is air ride seat for the passenger side. The two 2016 Kenworth T370's we are quoting here are stock chassis subject to prior sale.

Price per unit:

State contract ID# 1000130510 Price	\$182,765.00
Less Front Plow attachments	- \$4,012.00
Total -----	\$178,753.00

Add 1 Passenger air ride seat -----	\$1366.06
Total per unit -----	\$180,119.06

Total for two Units F.O.B. Murfreesboro-\$ 360,238.12

Delivery is 8 to 10 weeks from signed order and PO issued.

Thank you for the opportunity to serve the City of Murfreesboro for all your truck and trailer equipment needs!

P.O. BOX 3327 • 2017 EAST 23RD STREET • CHATTANOOGA, TENNESSEE 37404
OFFICE (423) 698-4093 • FAX (423) 622-2710
WWW.THETRUCKPEOPLE.COM

WORLDWIDE EQUIPMENT ENTERPRISES, INC.
CHATTANOOGA DIVISION

Herb Aaberg
Worldwide Equipment
2017 East 23rd Street
Chattanooga TN 37404
Government & Municipal Sales
865-335-8821-Cell
800-859-4093 Ext 70411
423-622-2710 Fax



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

**Worldwide Equipment Inc
6614 Wilbanks Rd
Knoxville, TN 37912**

Vendor ID: 0000084264

Contract Number: 0000000000000000000046732

Title: SWC 200 HEAVY (& Dump) Trucks,

Start Date : July 01, 2015

End Date: June 30, 2017

Is this contract available to local government agencies in addition to State agencies?: **Yes**

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-2026
Fax: 615-741-0684

Line 8

1000156310 Truck Bodies and Parts (Not otherwise classified).
Generic Asset

Unit Price: \$0.00

APPROVED: Michael P. King
CHIEF PROCUREMENT OFFICER

BY: Clyde Dicks
CATEGORY SPECIALIST

07/28/2015
DATE

Line Information

Line 1

Item ID: 1000130408

Truck, Dump, Snow, Cab and Chassis, Heavy Duty, Tandem Axle

Unit of Measure: EA

Manufacturer Item #: Mack GU713

Unit Price: \$ 211,087.00

Line 2

Item ID: 1000130409

Truck, Dump, Snow, Cab and Chassis, Light Duty, Tandem Axle

Unit of Measure: EA

Manufacturer Item #: Kenworth T300 Series Conventional

Unit Price: \$ 182,765.00

Line 3

Item ID: 1000130510

Truck, Dump, Cab and Chassis, Quad Axle, Central Hydraulics

Unit of Measure: EA

Manufacturer Item #: Mack GU713

Unit Price: \$ 238,046.00

Line 4

Item ID: 1000142859

Truck, Tractor, Tandem

Unit of Measure: EA

Manufacturer Item #: Mack CHU613

Unit Price: \$ 120,989.00

Line 5

Item ID: 1000168983

Trailer, Lowboy, 35-Ton, Tandem Axle, Fixed Neck

Unit of Measure: EA

Manufacturer Item #: Dorsey LB 35-33CS

Unit Price: \$ 31,495.00

Line 6

Item ID: 1000168984

Trailer, Full Tilt, 50 Ton, Sliding Axle

Unit of Measure: EA

Manufacturer Item #: Trail-Eze TE1001

Unit Price: \$ 75,500.00

Line 7

Item ID: 1000168985

Truck, Tractor, Conventional Day Cab, Tri Axle

Unit of Measure: EA

Manufacturer Item #: Mack CHU613

Unit Price: \$ 118,229.00



July 21, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council

RE: Renewal of Lease Agreement with Main Street and Heritage Center

Background

The property at 225 West College Street was acquired in 2006 by the City for the "Downtown Murfreesboro Heritage Center" in partnership with Main Street, MTSU's Center for Historic Preservation and the Tennessee Civil War National Heritage Area. Staffing and support for the project came from the City, the Tennessee Civil War National Heritage Area, the Center for Historic Preservation at MTSU, State Farm, Rutherford County and private donations. On August 14, 2006, the City entered into a ten-year lease with Main Street, which contained two five-year renewal options.

Main Street

Since its inception more than 30 years ago, Main Street has made an invaluable and lasting impact on improving downtown Murfreesboro. Main Street's mission is to be a catalyst for the revitalization of downtown, to attract future economic development opportunities, and promote downtown's businesses, retailers, historic sites, and other unique community assets. The vibrancy of Murfreesboro's downtown today is in no small part a result of the commitment and partnership between Main Street, its business partners, and local government.

Promotions are perhaps Main Street's most visible contribution to downtown. Throughout the year, Main Street hosts many free, family-friendly community events that bring residents and visitors to the downtown, including JazzFest, The Saturday Market, Friday Night Live concert series, Evening on Main, The Summer Party: A Taste of Rutherford, and the Annual Christmas Tree Lighting.

The Heritage Center

The Heritage Center serves as a resource for visitors and residents, providing information and exhibits that tell the story of Murfreesboro and Rutherford County. By focusing on identification, protection, promotion, and interpretation of heritage resources, the Center's activities stimulate and support economic development and heritage tourism in the community.

The Heritage Center receives financial support and management by the Center for Historic Preservation (CHP) at Middle Tennessee State University (MTSU). The CHP is one of sixteen Centers of Excellence based at Tennessee Board of Regents schools. Created in 1984, the CHP is a research and public service institution committed to the preservation, protection, enhancement, and sensitive promotion of our historic environment. The Center for Historic Preservation has provided services in every county of Tennessee and reaches across state, regional, and international boundaries

for innovative ideas and partnerships. Now in its third decade of service, the Center provides leadership in public policy formation and preservation-related concerns.

Economic Impact of Tourism

According to information provided by the Rutherford County Convention and Visitor's Bureau of the Chamber of Commerce, tourism is the second largest industry in Tennessee. In 2014, it is estimated that travelers to Rutherford County spent over \$307 million. This amount reflects a \$15.95 million increase over previous year's figures and places Rutherford County ninth in the top ten counties in Tennessee in terms of travel-related expenditures. This is an increase of 157 percent since 2005. Tourism is responsible for over 2,294 jobs in Rutherford County and over \$17.9 million in travel-related local tax receipts.

The City's continued partnership with Main Street and the Heritage Center will further contribute and support the community's economic development opportunities and heritage tourism efforts.

Recommendation

Main Street has advised that it wishes to exercise both five-year options, thereby extending the lease through August 14, 2026. City Council is recommended to accept the requested extension of the Lease Agreement.

Sincerely,

Jennifer Moody
Assistant City Manager



... creating a better quality of life.

CONSENT AGENDA

July 21, 2016

Honorable Mayor and Members of City Council

RE: Kendig Keast Collaborative Contract Amendment 2

As an item for the consent agenda, it is requested that a contract amendment with Kendig Keast Collaborative be approved for a project schedule extension.

Background

The contract amendment covers additional time required to complete the Murfreesboro 2035 Plan beyond the length of the original contract term. The original contract outlined an 18-month project period with a contract completion date of May 25, 2016. As recent progress reports have shown, the 2040 Major Transportation Plan and related mobility chapter of the 2035 Comprehensive Plan will not be complete until December 2016. Accordingly, a period of eight additional months is proposed. Upon approval, the new contract completion date will be January 25, 2017.

Fiscal Impact

Amendment 2 proposes an extension of the contract term; there is no proposed amendment to the contract amount. All other contract terms and conditions will remain unchanged.

Recommendation

City Council is recommended to consider approval of an extension of the contract term, with Kendig Keast Collaborative, from May 25, 2016 to January 25, 2017.

Attachments

Contract Amendment for Project Schedule Extension

Sincerely,

Jennifer Moody
Assistant City Manager

Administration Department



...and the future quality of life

July 21, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council

RE: Kendig Keast Collaborative Contract Amendment 2

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Background

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Fiscal Impact

Amendment 2 proposes an extension of the contract term; there is no proposed amendment to the contract amount. All other contract terms and conditions will remain unchanged.

Recommendation

City Council is recommended to consider approval of an extension of the contract term, with Kendig Keast Collaborative, from May 25, 2016 to January 25, 2017.

Attachments

Contract Amendment for Project Schedule Extension

Sincerely,

Jennifer Moody
Assistant City Manager



June 08, 2016

Rob Lyons, City Manager
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133

Re: Contract Amendment for Project Schedule Extension

Dear Rob:

The purpose of this letter is to outline a proposed contract amendment for additional time required to complete the Murfreesboro 2035 Comprehensive Plan. June 10, 2016 will mark the 23rd month we have been working on the Comprehensive Plan. Although our Professional Services Agreement, executed on July 10, 2014, identified an 18-month planning period, we had agreed upon a project completion date of May 25, 2016. As we have outlined in recent progress reports, it is estimated that the 2040 Major Transportation Plan and Comprehensive Plan will not be complete until December 07, 2016, followed by a Planning Commission Public Hearing for Comprehensive Plan adoption on December 15, 2016, and project close-out shortly thereafter. With your approval, the contract completion date will be extended from May 25, 2016, to January 25, 2017, a period of eight additional months from the agreed-upon project schedule. Please note that any project delays beyond this proposed completion date may warrant a compensatory amendment to the contract amount. All other contract terms and conditions will remain unchanged.

We trust that this proposed Amendatory Agreement is responsive to the objectives and needs of the City of Murfreesboro. If it is acceptable, please sign in the space provided below and return one signed original for our files. We appreciate the opportunity to provide continuing professional services to the City of Murfreesboro, Tennessee.

Respectfully,

KENDIG KEAST COLLABORATIVE

Gary Mitchell, AICP President

APPROVAL OF CONTRACT AMENDMENT TO EXTEND THE CONTRACT PERIOD FOR EIGHT (8) ADDITIONAL MONTHS

Signature

Typed Name and Title

Date Signed

Approved as to form

Craig Tindall, City Attorney

CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET
POST OFFICE BOX 1139
MURFREESBORO, TENNESSEE 37133-1139
PHONE 615 893-6441
TDD 615 849-2689
FAX 615 849-2606
www.murfreesborotn.gov



... creating a better quality of life

CONSENT AGENDA

July 21, 2016

Honorable Mayor and Members of City Council

**RE: Middle Tennessee Boulevard Improvement Project – Main Street to Greenland Drive
TDOT Agreement 090036 – Amendment No. 2**

Background

On February 26, 2009 the City Council approved an Agreement between the City of Murfreesboro and Tennessee Department of Transportation for the funding of the Middle Tennessee Boulevard Improvement Project for the section of this roadway between Main Street and Greenland Drive. Since that time, the project has been designed, bid and is currently under construction. The original contract was set to expire on January 13, 2014 and was extended in January 31, 2018 in Amendment No.1. Staff has requested and received Amendment No. 2 to the original Agreement that extends the Agreement expiration date to April 30, 2019. Some funding sources and amounts have also changed since the execution of the original Agreement and the Amendment No. 2 updates and reflects these modifications through “Exhibit A” that is part of the Amendment. Based on the current project status, construction shall be completed the summer of 2018.

Fiscal Impact

The funding table in Amendment No. 2 to the TDOT Agreement denotes local funding matches that will be provided by both the City, MTSU, Atmos Gas and Murfreesboro Water & Sewer Department. The City’s original Capital Improvement Program (CIP) contained \$487,303 in local funding. The City’s required portion programmed in the CIP is \$174,873 less than required. This shortfall will be made up with 2010 TML funds from completed road projects, and as such will not require additional borrowing at this time.

Concurrences

The project has also been approved by the Metropolitan Planning Organization's (MPO) Executive Board through its adoption of the 2014-17 Transportation Improvement Program which is the regional capital budget. The project is contained in the City 2012-2016 CIP.

Recommendation

City Council is recommended to approve Agreement Amendment Number 2 between the City of Murfreesboro and the Tennessee department of Transportation.

Attachments

Amendment No. 2 to TDOT and City Agreement

Respectfully submitted,

Jim Kerr
Transportation Director

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

Amendment Number: 2

Agreement Number: 090036

Project Identification Number: 112090.00

Federal Project Number: HPP/CM/STP-M-9311(19)

State Project Number: 75LPLM-F3-016

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Murfreesboro (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Middle Tennessee Boulevard Improvements

1. The language of AGREEMENT # 090036 dated January 10, 2014 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2.
2. Federal Project Number HPP/CM-9311(19) is deleted in its entirety and replaced with Federal Project Number HPP/CM/STP-M-9311(19).
3. The language of Agreement # 110376 dated January 10, 2014, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before JANUARY 31, 2018.

to

The Agency agrees to complete the herein assigned phases of the Project on or before APRIL 30, 2019.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Shane McFarland **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Craig Tindall **John Reinbold**
City Attorney **General Counsel**

EXHIBIT "A" for Amendment 2**CONTRACT #:** 090036**PROJECT IDENTIFICATION #:** 112090.00**FEDERAL PROJECT #:** HPP/CM/STP-M-9311(19)**STATE PROJECT #:** 75LPLM-F3-016**PROJECT DESCRIPTION:** MIDDLE TENNESSEE BOULEVARD IMPROVEMENTS**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.**TYPE OF WORK:** Widen

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	HPP	80	0	20	\$466,285.00
PE-DESIGN	HPP	80	0	20	\$390,283.00
RIGHT-OF-WAY	CMAQ	80	0	20	\$787,500.00
RIGHT-OF-WAY	HPP	80	0	20	\$1,300,000.00
RIGHT-OF-WAY	M-STP	80	0	20	\$212,500.00
CONSTRUCTION	HPP	80	0	20	\$5,041,786.00
CONSTRUCTION	CMAQ	80	0	20	\$838,110.00
CONSTRUCTION	M-STP	80	0	20	\$5,506,428.00
CONSTRUCTION	CEI	80	0	20	\$1,086,604.00
CONSTRUCTION	TDOTES	80	0	20	\$100,000.00
CONSTRUCTION	LOCAL	0	0	100	\$4,763,243.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding for the development of the herein-described project as denoted below, which is comprised of 80% federal funds. These funds do not indicate reductions made by the Federal Highway Administration and out of the Department's control. It is hereby understood and agreed between the parties that the funding provided hereunder will be available in increments as described below. The Agency understands and agrees that Federal Funds cannot be expended until they are received.

Fiscal Year	Total Federal Funding
Up to FY 2009:	\$359,900 (TN-137)
Up to FY 2009:	\$5,399,399 (TN-200)

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET

POST OFFICE BOX 1139

MURFREESBORO, TENNESSEE 37133-1139

PHONE 615 893-6441

FAX 615 849-2606

www.murfreesborotn.gov



CONSENT AGENDA

July 21, 2016

Honorable Mayor and Members of City Council

RE: Contract between City and Mid Cumberland Human Resource Agency (MCHRA) for Provision of Transit Services for FY 2017

Background

Since being classified as an urbanized area, the MCHRA has provided public transportation services in the urbanized portions of Murfreesboro, Smyrna, LaVergne and Rutherford County through contract with the City of Murfreesboro. Since the start of the City's Rover public transportation system in 2007, MCHRA has additionally provided required complimentary ADA demand response service. Beginning on October 1, 2012, Smyrna and LaVergne were consolidated into the Nashville/Davidson County urbanized area and, as such, no longer participate jointly with Murfreesboro in this program as the newly defined urbanized area excludes Smyrna and LaVergne.

Fiscal Impact

The funding for this program is derived from the Federal Transit Administration (FTA), TDOT, contract revenues, fares and local funds. The federal funds are provided through the operations funding of the City's allocation of Section 5307 funds which are designed to support public transportation services in the urbanized areas. The federal share provides 50% of the net cost for this service. TDOT provides 25% of the net cost for this service with Murfreesboro providing the remaining required 25% local match.

MCHRA's estimated total cost of this service for fiscal year 2017 is \$156,023. With consideration given to estimated ridership, fare box revenue reductions and an urban contractual adjustment, the MCHRA's net billable amount to the City is estimated to be \$85,000 of which \$63,750 will be reimbursed by FTA and TDOT making the City's net cost \$21,250. This amount of \$85,000 is budgeted in the Transportation Department's budget for FY 2017 under "Contract Services" with state and federal reimbursement listed in the "Revenue" portion of the budget.

Concurrences

Funding for provision of service is contained in the Metropolitan Planning Organization's (MPO's) 2014-17 Transportation Improvement Program (TIP) budget.

Recommendation

City Council is recommended to approve the Contract Amendment 2 between the City of Murfreesboro and Mid Cumberland Human Resource Agency for the provision of transit services for fiscal year 2017.

Attachments

Second Amendment To The Contract Between the City of Murfreesboro And The Mid Cumberland Human Resource Agency For The Provision of Transit Services.

Respectfully submitted,

Jim Kerr
Transportation Director

**SECOND AMENDMENT
TO THE
CONTRACT BETWEEN THE
CITY OF MURFREESBORO AND THE
MID CUMBERLAND HUMAN RESOURCE AGENCY
FOR THE PROVISION OF
TRANSIT SERVICES**

This Second Amendment ("Second Amendment") to the Contract dated June 5, 2014 ("Contract") is effective as of this ____ day of July, 2016, by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and the Mid-Cumberland Human Resource Agency ("MCHRA").

RECITALS

WHEREAS, on June 5, 2014, the City entered into a contract with MCHRA, for the provision of transit services; and,

WHEREAS, the initial term of the contract between the City and MCHRA was from July 1, 2014 through June 30, 2015, with the ability to extend the Contract for additional periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, through an amendment to the Contract.; and,

WHEREAS, on June 11, 2015, the City and MCHRA entered into Amendment Number 2 of the contract extending the term from July 1, 2015 until June 30, 2016;

WHEREAS, the City and MCHRA wish to extend the Contract term pursuant to provision B.2. of the current Contract for an additional year;

NOW THEREFORE, the City and MCHRA mutually agree to extend the term of the current Contract, with all previous amendments, from July 1, 2016 until June 30, 2017.

<p>IN WITNESS WHEREOF:</p> <p>CITY OF MURFREESBORO</p> <p>By: _____ Shane McFarland, Mayor</p> <p>Approved as to form:</p> <p>_____</p> <p>Craig Tindall, City Attorney</p>	<p>MCHRA</p> <p>By: _____ Jane Hamrick, Executive Director</p> <p>STATE OF _____) : ss</p> <p>COUNTY OF _____)</p> <p>Before me, the undersigned notary public, personally appeared Jane Hamrick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Executive Director, or other officer authorized to execute the foregoing instrument for the purposes therein contained.</p> <p>WITNESS MY HAND and seal this ____ day of _____, 2016.</p> <p>_____</p> <p>Notary Public</p> <p>My Commission Expires: _____</p>
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Consent Agenda

July 21, 2016

Honorable Mayor McFarland and Members of City Council

RE: Mandatory Referral and Gas Line Easement Grant – Atmos Energy Gas Line Easement Fountains at Gateway

On its regular meeting of July 13, 2016, Murfreesboro Planning Commission approval a request to grant a gas line easement to Atmos Energy on city-owned property proposed for Phase 2 Fountains at Gateway. The Mandatory Referral and Easement Grant is presented as a Consent Agenda item for your consideration and approval.

Background

As you may call, Fountains at Gateway Phase 1 is under construction on property formerly owned by the City and as a part of the purchase agreement, Hearthstone Properties and the City agreed to grant easements necessary for the development of the property between properties owned by the City and Hearthstone planned for Fountains at Gateway. Scott Graby with Hearthstone Properties has requested that the City grant an easement on city-owned property to Atmos Energy for a gas line to serve Phase 1 of Fountains at Gateway.

The attached exhibit shows the proposed route of the gas line. If approved, Hearthstone Properties will finalize the actual location with Atmos Energy and the City and provide a legal description of the proposed easement.

Concurrence

The Planning Commission recommended approval at its meeting of June 13, 2016.

Fiscal Impact

The Mandatory Referral and Easement Grant will not have a fiscal impact.

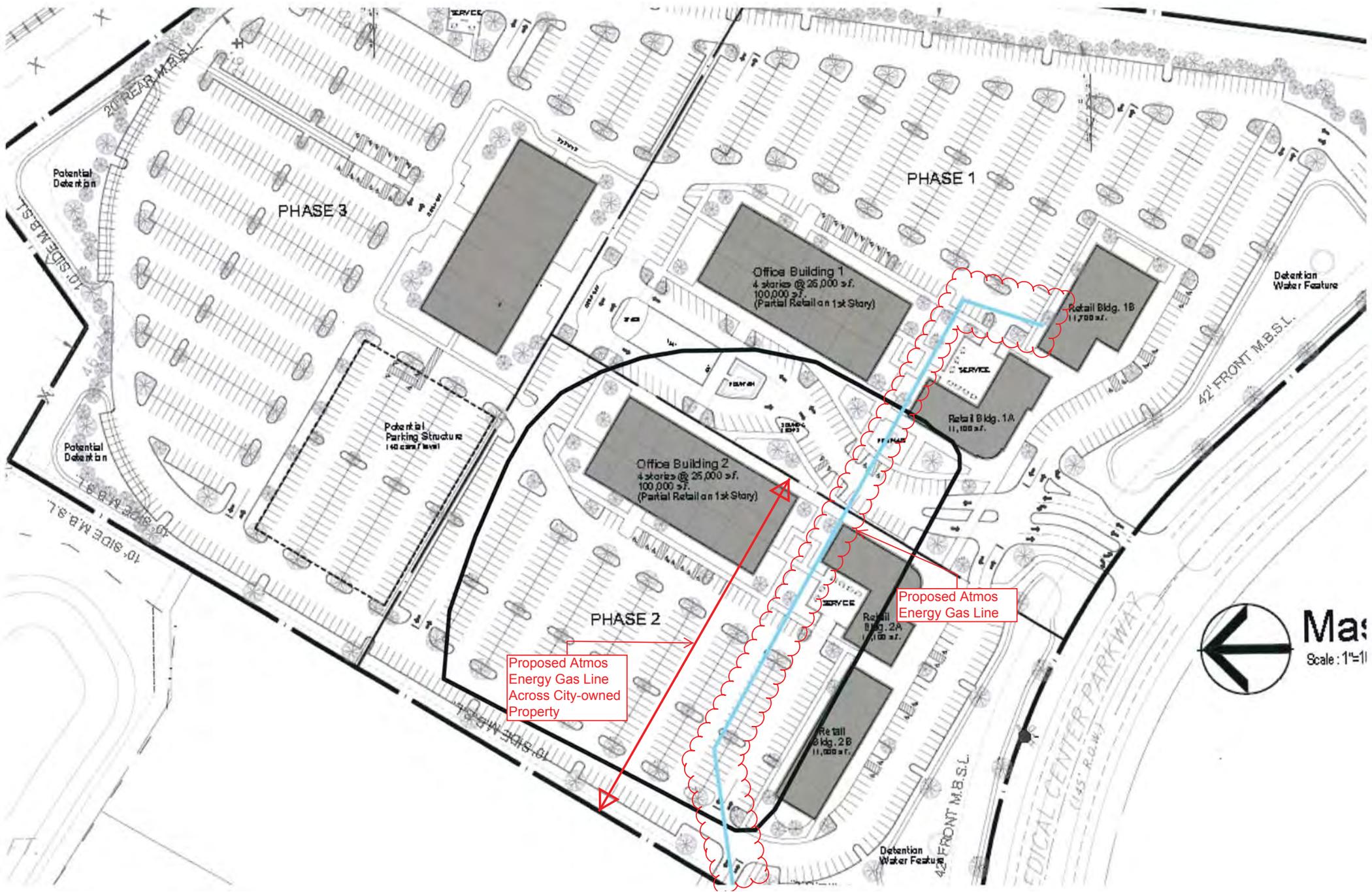
Recommendation

Staff has reviewed the request and recommends approval of the Mandatory Referral subject to final approval of the location of the gas line and legal description provided by Hearthstone. Additionally, staff recommends authorization for the Mayor to execute the easement document subject to review and approval by the City Attorney.

Sincerely,

Sam A. Huddleston, PE
Assistant City Engineer

Attachment: Fountains at Gateway Proposed Gas Line Exhibit



Proposed Atmos Energy Gas Line Across City-owned Property

Proposed Atmos Energy Gas Line



Map Scale: 1"=10'



... creating a better quality of life.

Consent Agenda

July 21, 2016

Honorable Mayor and Members of City Council

RE: Community Development Affordable Housing Assistance Program

Background

A Homebuyer for the property referenced below applied with the City requesting principal reduction and closing cost assistance. The lender referenced below is assisting the applicant with a first mortgage loan under the guidelines established by the Affordable Housing Assistance Program.

<u>Property Address</u>	<u>CDBG</u>	<u>Sales Price</u>	<u>First Mortgage Lender</u>
609 Freedom Court	10,000.00	150,000.00	Accurate Mortgage

Fiscal Impact

The Fiscal Year 2017 Community Development Budget allocates \$110,000 in CDBG funds for direct service to homebuyers. After deducting for this transaction, approximately \$100,000.00 will remain uncommitted in this line item.

Concurrences

Information provided to the City by the applicant indicates eligibility for assistance. Disbursement of funds will be subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing.

Recommendation

City Council is recommended to approve budgeted CDBG funds through the Affordable Housing Assistance Program for the purchase transaction at 609 Freedom Court.

Respectfully,

Patty Pope
Grant Coordinator



... creating a better quality of life

CONSENT AGENDA

July 21, 2016

Honorable Mayor and Members of the City Council:

RE: Water and Sewer Board Recommendations to the City for the Council Consent Agenda from the Board Meeting held June 28, 2016

A. GAC Effluent Valve Actuator Replacement and Installation

Background

The Stones River Water Treatment Plant has four (4) Granular Activated Carbon (GAC) contactors. Each contactor has one (1) GAC effluent valve. During the week of June 6, 2016, three (3) of the effluent valve actuators failed and must be operated manually. These valves are critical to the operation of the facility and are located in an area that is difficult of operators to access to operate them manually. Staff has not maintained a spare actuator for the control valves. One of the four (4) actuators ordered is to be a spare in the event of a future emergency.

Staff received a quote from Eco-Tech, Inc., the sole source vendor for Rotork Controls, Inc. manufactured actuators. The quote included the purchase and installation of the actuators.

Concurrences

The Water and Sewer Board recommended approval at its meeting of June 28, 2016.

Recommendation

It is recommended that City Council approve the purchase and installation of actuators in accordance with the quote provided by Eco-Tech, Inc.

Fiscal Impact

The cost of the four (4) actuators is \$26,436 and the installation of the actuators is \$4,500. Total cost of the project is \$30,936 recommended to be funded from working capital reserves.

Attachments

Eco-Tech, Inc. Quote

Water and Sewer Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

**B. Raw Water #1 (Task Order 16-04) and #6 (Task Order 16-05) Pump Repairs
Water/Wastewater Systems Mechanical/Electrical Services Contract**

Background

On December 18, 2014, the MWSD accepted and opened bids for the MWSD Water/Wastewater System Mechanical/Electrical Services contract. John Bouchard & Sons Co (JBS) was awarded the bid after approval by the Water and Sewer Board and City Council. The contract is effective through January 28, 2017.

The River Raw Water Pumps (RWP) #1 and #6 experienced major pumping capacity in May 2016. Based upon staff's inspection of the two pumps it was decided to request a representative from JBS to look at the pumps. Staff and JBS discussed the potential issues and it was determined that the best way to determine the resolution was to pull both pumps.

RWP #1. JBS has previously rebuilt the #1 Raw Water Pump in 2015 under our existing service contract. Staff recently informed JBS that the pump was spraying water from the oil column. JBS agreed to remove and inspect the pump to determine whether the issue was warranty related, as the issue was noted within a year of the rebuild. JBS removed the pump and found that a foreign material had clogged the water discharge nozzles. The material was white in color, and had been observed during the previous JBS rebuild. During the first rebuild, it was thought that some the material was caulk that a previous contractor may have used, but it appears that the material is something being sucked into the pump from the raw water pit. As a result, JBS has proposed to modify the pump to reduce the potential for this issue to re-occur. They propose to modify and add lip seals, and extend the bottom bowl assembly to fit in the oil column with the new seals. The intent is to prevent water from entering the oil column; however, this will not prevent any foreign material from clogging the water discharge nozzles. Staff is trying to have the material analyzed to determine if there is a solution. Upon completion of repairs the pump will be reinstalled and placed back into service.

RWP #6. JBS had removed and assessed RW#6 under our existing service contract. JBS's assessment revealed that the pump had several worn parts that would likely result in the diminished flow capacity observed when the pump was in operation. Staff visited the JBS shop and was shown the various worn components of the pump. JBS has prepared an estimate for the repair/rebuild of the pump for your consideration. Pricing includes re-sleeving the impeller, shafts, sleeves, mechanical seal, coupling, spider bushings, brass bearings, pump shaft, bolts, sandblasting, paint, re-installation, and start-up assistance. In addition, JBS prepared an estimate for the replacement of this pump for comparison (\$113,400.00).

Concurrences

The Water and Sewer Board recommended approval at its meeting of June 28, 2016.

Recommendations

It is recommended that City Council approve Task Order 16-04 and Task Order 16-05 by John Bouchard & Sons Co.

Fiscal Impact

Repair for RWP #1 is \$12,266.00 and RWP #6 is \$29,440.00. The total amount to repair both raw water pumps is \$41,706.00 coming from rate funded capital reserves.

Attachments

Task Order 16-04
Task Order 16-05

**C. Contingency Allowance Allocations for
Sinking Creek WWTP Phase 4D**

Background

The Department received bids for the Sinking Creek Plant Expansion – Phase 4D on January 8, 2015. At that meeting the Board approved to award the project to 3D Enterprises the contract in the amount of \$30,472,000. As part of the referenced project, Item #4 within Schedule C of the Construction Contract is a contingency allowance of \$500,000.

The attached change control log which identifies the recent allowance allocation issued through field work change directives. Note that these work change directives do not change the contract price, only adjust the remaining balance of the contingency allowance. The final contract price will be adjusted accordingly in a future change order or a final balancing change order at the end of the project.

The following table is provided to update the Board on the current field work change directives and the remaining contingency allowances.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
Phase 4D Expansion	\$500,000	\$200,389.00**	\$ 12,998 *	\$286,613.00

*CCF # – 20, 21 & 26 (Current)

**CCF #'s (1 Rev. 2, 2, 5-9, 11-13, 17-19 & 22-25 previously approved)(cumulative)

Concurrences

The Water and Sewer Board recommended approval at its meeting of June 28, 2016.

Recommendation

It is recommended that City Council authorize the referenced contingency allocation for the Phase 4D Expansion. A final contract amount accounting for all contingency items will be brought to the Board and City Council for approval in a final balancing change order.

Fiscal Impact

There is no fiscal impact at this time to the Department’s State Revolving Fund (SRF) loan, as the contingency allowance has been approved within the contract and the contract amount remains unaffected.

Attachments

SSR Recommendation Letters & CCF Log

D. Sinking Creek Treatment Plant – Installation Services for Three Biosolids Press Replacements and Three Sludge Transfer Pump Replacements

Staff requests approval for task order number 15-06 with the City of Murfreesboro's standing contract with John Bouchard and Sons in conjunction with a professional services agreement with MR Systems, Inc. services to replace three (3) Fournier biosolids rotary presses at the Sinking Creek Wastewater Treatment Plant, purchased with State Revolving Fund (SRF) loans.

Background

Since the beginning of 2014, it has been the intent of staff to replace four (4) older Fournier biosolids presses at the Sinking Creek Wastewater Treatment plant. The plan was to replace one (1) press every other year funding the replacement from the Department's working capital reserves. At the August 2015 meeting, the Board approved for Smith Seckman and Reid (SSR) to provide engineering consulting services to replace two (2) Fournier biosolids rotary presses at the Sinking Creek Wastewater Treatment Plant and purchase the rotary presses using State Revolving Fund (SRF) loans. Afterward, SRF stated that there were remaining funds in the subsidized loan available to MWSD and recommended a purchase of a third press. Based on the business case developed in August and the need to replace older presses, staff recommended at the October 2015 meeting and the Board approved purchasing a third Fournier press using SRF Loan CW0 2012-303 which allows for 24.7% principal forgiveness. The SRF principal forgiveness on the loan affords the Department \$330,743 savings. The debt incurred is therefore \$1,008,297.

The new Fournier presses are the major components of this dewatering system project. However, installation requires significant coordination with various manufacturers. Penn Valley double disc pumps that transfer the sludge from the holding facility to the Fournier presses were approved for purchase in April 2016. The existing pumps are near the end of their useful lives. The costs associated with procuring the pumps were quoted as \$91,550; funding coming from SRF loan CW0 2012-303, affording the same 24.7% principal forgiveness as the presses, or \$22,613.

As was qualified since the beginning, the labor associated with the installation of the new presses would need to be funded through the Department's standing contract with John Bouchard & Sons (JB&S) and a professional services agreement with MR Systems, Inc. (MRS), both funded through the Department's working capital reserves.

The JB&S and MRS scope of work and associated costs are attached.

Concurrences

The Water and Sewer Board recommended approval at its meeting of June 28, 2016.

Recommendation

1. It is recommended that City Council approve John Bouchard and Sons task order number 15-06 for mechanical and electrical work associated with the three (3) biosolids press replacements.
2. It is recommended that City Council approve MR Systems, Inc professional services agreement for controls and integration work associated with the three (3) biosolids press replacements.

Fiscal Impact

1. The costs associated with JB&S mechanical and electrical services are \$223,254 and \$68,455, respectively. Funding for these engineering services is recommended to come from the Department’s working capital reserves.
2. The cost associated with MRS controls and integration services is \$27,592.50. Funding for these engineering services is recommended to come from the Department’s working capital reserves.

The total project costs are tabulated as follows:

Item	Funding Source	Cost	Principal Forgiveness
Three (3) Fournier Biosolids Presses	CW0 2012-303*	\$1,339,040	\$(330,743)
Three (3) double-disc Penn Valley Sludge Transfer Pumps	CW0 2012-303*	\$91,550	\$(22,613)
Mechanical / Electrical Installation Services	Working Capital Reserves	\$291,709	\$0
Controls & Integrations Services	Working Capital Reserves	\$27,592.50	\$0
Engineering Design Services	Working Capital Reserves	\$130,255	\$0
	Sub-Total	\$1,880,146.5	\$(353,356)
	Total Outlay	\$1,526,790.50	

* 20-yr fixed SRF loan at 1.01%

Attachments

JB&S Scope of Work and Cost associated with Task Order 15-06
MRS Scope of Work and Cost associated with replacement of three (3) Fournier biosolids presses

**E. Rooms To Go
2846 Medical Center Pkwy.
Sewer Connection Fee Approval**

Background

Per City Code, Chapter 33, Sections 50(A) (2) and (3) below, the Board is to recommend to City Council the sewer connection fees associated with Commercial Buildings exceeding 35,000 sq. ft.

Section 50

- (2) When the applicant for sewer services does not fit into one of the foregoing categories, the connection fee shall be based on \$2,550.00 for each two hundred sixty gallons per average daily demand (gpd).
- (3) The sewer connection fee for sewer service to any industrial use, or commercial space exceeding thirty-five thousand square feet, shall be fixed and established by the City Council upon recommendation of the Board after considering and taking into account the location, size, extent, nature and requirements of such customer, and the estimated cost of furnishing such sewer service to the customer, and

further considering the estimated usage, occupancy and plumbing fixtures to be installed.

The fees for the Rooms To Go have been calculated based on an average of twelve (12) months of water usage from three (3) different Cities as shown attached. The sewer information wasn't used because of the "set rate" for sewer provided by Brentwood.

The average water usage was determined to be 10,034 gallons/month which is 334.5 gallons per day (10,034 gallons per month /30 days per month). The current and standard sewer connection fee is \$2,550 per single family unit (sfu) respectively. A sfu is defined as consuming 260 gallons per day of potable water. Taking 334.5 gallons per day usage equates to 1.3 sfu's (i.e., 334.50 gpd divided by 260 gpd). Therefore, 1.3 sfu's times \$2,550 equals \$3,315 in sanitary sewer connection fees.

In addition to the standard connection fees this address is within two (2) Sanitary Sewer Assessment Districts (SSAD). It is within the Medical Center Parkway SSAD, which is a charge of \$10,900 per acre at 3.36 acres, and the Overall Creek SSAD, which is \$1,000 per sfu or equivalent. Since the Rooms To Go is equivalent to 1.3 sfu's as shown above, the Overall Creek SSAD fee is \$1,300 (1.3 x \$1000).

Concurrences

The Water and Sewer Board recommended approval at its meeting of June 28, 2016.

Recommendation

It is recommended that City Council approve the Standard Sewer Connection Fee of \$3,315 and the Overall Creek SSAD Fee of \$1,300 for the Rooms To Go development.

Fiscal Impact

There is no fiscal impact other than these connection and assessment district fees are deposited into Department's Working Capital Reserves Account.

Attachments

Water Usage Table
Sewer Connection Fee Spreadsheet

F. Internal Control Policy

Background

The Tennessee Legislature amended TCA Section 9-2-102 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO), in a written form and approved by the oversight board by June 30, 2016.

While we have provided process documentation to auditors as part of our annual audits, having these processes documented and approved by our board is now a State requirement.

This is a beginning document to summarize current processes. This document will be reviewed and updated as necessary.

Concurrences

The Water and Sewer Board recommended approval at its meeting of June 28, 2016.

Recommendation

It is recommended that City Council approve the Internal Control Policy document.

Fiscal Impact

There is no fiscal impact to this request.

Attachments

Internal Control Manual

G. Asphalt Purchases Report

Background

The Legal and Purchasing Departments requested O&M to report monthly asphalt purchases to the Board and Council as consistent with a purchase of a perishable commodity pursuant to the Murfreesboro City Code Section 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7). Any such purchases shall be reported at least monthly to the City Council. If this method is used for fuel and fuel products, the purchase should be based, whenever possible, on three (3) competitive prices.

The City Code section merely says “report” not “approval”. Thus, staff will be placing a report (attached) on the Water and Sewer Board and City Council consent agenda monthly, but will be making the purchases prior on an “as needed” basis in conjunction with O&M’s construction projects.

The last sentence of 2-10(E) (7) states that if this method is used for fuel & fuel products (e.g., asphalt), the purchases should be based on 3 competitive prices whenever possible. Staff will seek three (3) competitive quotes; however, it is very rare if all paving manufacturers are paving the necessary “mix” for the application required by O&M crews. O&M uses hot mix binder and topping courses for its work associated with repairing trenches in City roads.

In most instances, the asphalt manufacturers are manufacturing different asphalt mixes and as such O&M’s purchase is a sole source. This will all be documented per the attached report.

Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only. No recommendation is necessary.

Fiscal Impact

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

Attachment

Asphalt Purchase Report

Respectfully submitted,

Darren W. Gore
Director

Attachments



June 20, 2016

TO: Murfreesboro Water and Sewer Department
ATTN: Alan Cranford
QUOTE #: F1016-TE
PROJECT: GAC Effluent Valve Actuators
LOCATION: Murfreesboro, TN
ENGINEER: N/A
BID DUE: N/A
QUOTATION BY: Doug Miller
PAGE: 1 of 2

*We are pleased to offer the following quotation for this project. Valve boxes, extension stems, stem guides and tee wrenches are not included unless otherwise noted. MJ accessories and flange joint material are not included. Permanent name plates are by others. **THIS PROJECT IS NOT IDENTIFIED AS NEEDING ANY DOMESTIC CONTENT CERTIFICATIONS.** If needed call for additional pricing.*

<u>Tag</u>	<u>Quantity</u>	<u>Description</u>
ACT-1	4	Rotork IQTM2000 460/3 Folo/CPT Actuator Price each: <u>\$6,609.00</u>
INST	3	Installation, adaptation and startup Price each: <u>\$1,500.00</u>

ECO-TECH, INC. 156 Hickory Springs
Industrial Drive
Canton, GA 30115



P-770-345-2118
F-770-345-2699

TERMS AND CONDITIONS OF THE QUOTE

DELIVERY: APPROXIMATELY WEEKS AFTER APPROVAL OR RELEASE. DELIVERY TIMES ARE AN ESTIMATE ONLY AND SUBJECT TO CHANGE.

FREIGHT: ORDERS OVER \$7,500.00 ARE ENTITLED TO ONE NO FREIGHT CHARGE SHIPMENT WITHIN ECO-TECH'S SALES TERRITORY. **OTHERWISE, FREIGHT IS PREPAID AND ADD.**

NOTES: UNLESS SPECIFICALLY NOTED ABOVE, FLANGE JOINT ACCESSORY SETS, MJ ACCESSORY SETS, RESTRAINED JOINT ACCESSORY SETS, EXTENSION STEMS, VALVE BOXES, GROUND LEVEL POSITION INDICATORS, STAINLESS STEEL BOLTING ON VALVES, ENCLOSED NECK EXTENSIONS (EXTENDED BONNETS), STEM GUIDES, FLOOR BOXES, FLOOR STANDS, POSITION INDICATING SWITCHES, SOLENOID VALVES, SPEED CONTROL VALVES, DASHPOTS, AIR/OIL CUSHIONS, BY-PASS PIPING, CONTROL RODS, INSTALLATION, START-UP SERVICES, ARRA CERTIFICATION, TEST REPORTS, AND OTHER ACCESSORIES, ITEMS, SERVICES, CERTIFICATION OR DOCUMENTATION IS **NOT** INCLUDED.

THIS QUOTATION REFLECTS THE MANUFACTURER'S POLICY OF SOURCING RAW MATERIALS IN THE MOST COST EFFECTIVE MANNER. **ANY REQUIREMENTS FOR SPECIFIC U.S. CONTENT SHALL REQUIRE A REVISED QUOTATION.** UNLESS SPECIFICALLY INDICATED IN THE QUOTE.

ITEM(S) ARE QUOTED PER PROJECT SPECIFICATIONS AND/OR DETAILS. PRICES AND DELIVERIES ARE SUBJECT TO CHANGE IF DIFFERENT FEATURES ARE REQUIRED.

ALL RETURNS REQUIRE PRIOR AUTHORIZATION AND AUTHORIZATION NUMBER. NO RETURNS AFTER 90 DAYS FROM SHIPMENT. MINIMUM RESTOCKING CHARGE IS 40 PERCENT. CREDIT FOR RETURNED ITEMS WILL BE DETERMINED AFTER ITEMS ARE RETURNED FOR INSPECTION.

STANDARD PAPER COPIES OF SUBMITTAL PACKAGES AND STANDARD PAPER COPIES OF INSTALLATION, OPERATION AND MAINTENANCE MANUALS ARE INCLUDED WITH THE QUOTATION. NON-STANDARD COVERS, BINDERS, CASES, SHEET PROTECTORS, SHEET REINFORCEMENTS, DRAWINGS, DETAILS, SCHEMATIC DRAWINGS, WIRING DIAGRAMS, COMPACT DISC, DVDS, AND OTHER PROJECT SPECIFIC INFORMATION IS **NOT** INCLUDED IN THE QUOTED PRICE.

ECO-TECH, INC. DOES NOT WARRANT THE ABOVE DESCRIPTIONS AND / OR TAKE-OFFS. WE HAVE SUBMITTED THIS QUOTATION TO THE BEST OF OUR KNOWLEDGE AND ABILITY, BUT WE WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM AN INCORRECT VALVE TAKE-OFF OR ITEM DESCRIPTION.

THIS QUOTATION IS VALID FOR PRODUCTS USED ON MUNICIPAL WATER AND WASTEWATER SYSTEMS INSIDE ECO-TECH'S SALES TERRITORY. OTHERWISE THIS QUOTE IS INVALID AND WILL BE RETRACTED.

ALL ORDERS SHALL BE SUBJECT TO ECO-TECH'S AND THE MANUFACTURER'S STANDARD TERMS AND CONDITIONS.

***** END OF QUOTE *****



...

TASK ORDER NO. 16-04

May 26, 2016

BETWEEN

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

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

January 28, 2016 thru January 28, 2017

FOR

RW#1 Pump Removal, Inspection, Modification, and Re-Installation

Task Order No. 16-04***RW#1 Pump Work******Murfreesboro Water Plant*****BACKGROUND**

JBS had previously rebuilt the Simflo RW#1 pump last year under our existing service contract. MWSD recently informed JBS that the pump was spraying water from the oil column. JBS agreed to remove and inspect the pump to determine whether the issue was warranty related, as the issue was noted within a year of the rebuild. JBS removed the pump and found that a foreign material had clogged the water discharge nozzles. The material was white in color, and had been observed during the previous JBS rebuild. During the first rebuild, it was thought that someone the material was caulk that a previous contractor may have used, but it appears that the material is something being sucked into the pump from the RW pit. As a result, JBS has proposed to modify the pump to reduce the potential for this issue to re-occur. We propose to modify and add lip seals, extend the bottom bowl assembly to fit in the oil column with the new seals. The intent is to prevent water from entering the oil column; however, this will not prevent any foreign material from clogging the water discharge nozzles.

SCOPE OF WORK

Labor and materials by JBS to remove, inspect, modify, and re-install RW#1 pump as described above.

FISCAL IMPACT

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)		\$75.00	\$0.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$65.00	\$0.00
Superintendent (OT)		\$100.00	\$0.00
Pipefitter/Welder (RT)		\$50.00	\$0.00
Pipefitter/Welder (OT)		\$75.00	\$0.00
Sprinkler Fitter (RT)		\$42.00	\$0.00
Sprinkler Fitter (OT)		\$63.00	\$0.00
Electrician (RT)		\$50.00	\$0.00
Electrician (OT)		\$75.00	\$0.00
Apprentice/Helper (RT)		\$36.00	\$0.00
Apprentice/Helper (OT)		\$54.00	\$0.00
Expediter/Delivery (RT)		\$28.00	\$0.00
Expediter/Delivery (OT)		\$42.00	\$0.00
Machine Shop Millwright (RT)	86	\$56.00	\$4,816.00
Machine Shop Millwright (OT)		\$88.00	\$0.00
HVAC/Plb Service Tech (RT)		\$64.00	\$0.00
HVAC/Plb Service Tech (OT)		\$96.00	\$0.00
Air Compressor Tech (RT)		\$64.00	\$0.00

Air Compressor Tech (OT)		\$96.00	\$0.00
Laborer - Skilled (RT)	42	\$30.00	\$1,260.00
Laborer - Skilled (OT)		\$45.00	\$0.00
Laborer - Unskilled (RT)		\$21.00	\$0.00
Laborer - Unskilled (OT)		\$32.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$15.00	\$0.00
Mini/Midi Hammer		\$12.00	\$0.00
Variable Reach Forklift		\$26.00	\$0.00
Pickup Truck	86	\$15.00	\$1,290.00
Scissor Lift		\$18.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00
Cat 420D Backhoe		\$33.00	\$0.00
Street Plate		\$7.00	\$0.00
185 CFM Compressor		\$15.00	\$0.00
ECM 350*			\$0.00
Air Track Drill*			\$0.00
Pipe Laser		\$21.00	\$0.00
Total Station EDM		\$115.00	\$0.00
15 ton Boom Truck*		\$150.00	\$0.00
30-50 Ton RT Crane*	18	\$225.00	\$4,050.00
80 Ton Crawler Crane*			\$0.00
3" Submersible Pump		\$10.00	\$0.00
6" Hydraulic Pump		\$16.00	\$0.00

Materials & Subcontractors		
hoist		\$350.00
material		\$500.00

TOTAL **\$12,266.00**

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:
John Bouchard and Sons Company

City:
City of Murfreesboro Water and Sewer Dept.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form: _____
Craig Tindall, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

CITY NOTICE CONTACT INFORMATION

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

Murfreesboro Water and Sewer Dept.
Mailing address 300 NW Broad St.
Murfreesboro, TN 37130
Phone number 615-890-0862
Fax number 615-896-4259
Company Contact Darren Gore
E-mail dgore@murfreesborotn.gov



...

TASK ORDER NO. 16-05

June 10, 2016

BETWEEN

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

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

January 28, 2016 thru January 28, 2017

FOR

RW#6 Pump Repair and Re-Installation

Task Order No. 16-05
RW#6 Pump Work
Murfreesboro Water Plant

BACKGROUND

Under Task Order #16-05, JBS had removed and assessed RW#6 under our existing service contract. Our assessment revealed that the pump had several worn parts that would likely result in the diminished flow capacity observed when the pump was in operation. A representative from MWSD visited the JBS shop and was shown the various worn components of the pump. We have prepared an estimate for the repair/rebuild of the pump for your consideration. In addition, we will also prepare an estimate for the replacement of this pump for comparison. Pricing includes re-sleeving the impeller, shafts, sleeves, mechanical seal, coupling, spider bushings, brass bearings, pump shaft, bolts, sandblasting, paint, re-installation, and start-up assistance.

SCOPE OF WORK

Labor and materials by JBS to repair and re-install RW#6 pump as described above.

FISCAL IMPACT

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	16	\$75.00	\$1,200.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$65.00	\$0.00
Superintendent (OT)		\$100.00	\$0.00
Pipefitter/Welder (RT)		\$50.00	\$0.00
Pipefitter/Welder (OT)		\$75.00	\$0.00
Sprinkler Fitter (RT)		\$42.00	\$0.00
Sprinkler Fitter (OT)		\$63.00	\$0.00
Electrician (RT)		\$50.00	\$0.00
Electrician (OT)		\$75.00	\$0.00
Apprentice/Helper (RT)		\$36.00	\$0.00
Apprentice/Helper (OT)		\$54.00	\$0.00
Expediter/Delivery (RT)		\$28.00	\$0.00
Expediter/Delivery (OT)		\$42.00	\$0.00
Machine Shop Millwright (RT)	240	\$56.00	\$13,440.00
Machine Shop Millwright (OT)		\$88.00	\$0.00
HVAC/Plb Service Tech (RT)		\$64.00	\$0.00
HVAC/Plb Service Tech (OT)		\$96.00	\$0.00
Air Compressor Tech (RT)		\$64.00	\$0.00
Air Compressor Tech (OT)		\$96.00	\$0.00

Laborer - Skilled (RT)	80	\$30.00	\$2,400.00
Laborer - Skilled (OT)		\$45.00	\$0.00
Laborer - Unskilled (RT)		\$21.00	\$0.00
Laborer - Unskilled (OT)		\$32.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$15.00	\$0.00
Mini/Midi Hammer		\$12.00	\$0.00
Variable Reach Forklift		\$26.00	\$0.00
Pickup Truck	80	\$15.00	\$1,200.00
Scissor Lift		\$18.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00
Cat 420D Backhoe		\$33.00	\$0.00
Street Plate		\$7.00	\$0.00
185 CFM Compressor		\$15.00	\$0.00
ECM 350*			\$0.00
Air Track Drill*			\$0.00
Pipe Laser		\$21.00	\$0.00
Total Station EDM		\$115.00	\$0.00
15 ton Boom Truck*		\$150.00	\$0.00
30-50 Ton RT Crane*		\$225.00	\$0.00
80 Ton Crawler Crane*			\$0.00
3" Submersible Pump		\$10.00	\$0.00
6" Hydraulic Pump		\$16.00	\$0.00

Materials & Subcontractors		
hoist		\$1,200.00
parts and materials		\$8,000.00
misc		\$2,000.00

TOTAL \$29,440.00

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:
John Bouchard and Sons Company

City:
City of Murfreesboro Water and Sewer Dept.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form: _____

Susan Emery McGannon, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

CITY NOTICE CONTACT INFORMATION

John Bouchard and Sons Company
Mailing address 1024 Harrison St.
Nashville, TN 37203

Murfreesboro Water and Sewer Dept.
Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-256-0112

Phone number 615-890-0862

Fax number 615-256-2427

Fax number 615-896-4259

Company Contact David Proctor

Company Contact Darren Gore

E-mail David.Proctor@jbouchard.com

E-mail dgore@murfreesborotn.gov



June 9, 2016

Mrs. Valerie Smith
Assistant Director, Murfreesboro Water and Sewer Department
P.O. Box 1477
Murfreesboro, TN 37133-1477

RE: **Sinking Creek WWTP Phase 4D**
Murfreesboro, TN
Proposed CCF No. 20 (COP-15), CCF No. 21, and CCF No. 26 (COP-18).
CG2 2014-338; SRF 2014-339

Dear Mrs. Smith:

Attached are four (4) copies each of proposed Change Item Nos. 15 and 18, and CCF number 21 including a Summary Log of all proposed changes to date. The following summarizes the change items and provides recommendation for their approval.

CCF No. 20 was requested by the Engineer to provide area lighting and electrical receptacles on the bridges of the new final clarifiers. CCF 20 also proposes to provide photocell lighting control, and an upgraded breaker for the eyewash heater circuit. The cost increase for the change is \$30,240.00.

CCF No. 21 was requested by the Engineer to replace the precast concrete fascia panels on the new brick buildings with brick veneer. This results in a credit to the contingency allowance of \$20,000.00.

CCF No. 26 was requested by the Engineer to provide a new bucket in the available space within MCC-N5A with two (2) each 15 amp tandem breakers to feed motor operated valves to be installed within the Existing Tertiary Filter Structure. The cost increase for the change is \$2,758.00

If approved, CCFs 15, 18, and 26 result in reduction to the Construction Contingency Allowance from a total of \$299,611.00 to a total of \$286,613. There will be no increase in the contract time as a result of these change items.

SSR has reviewed these proposed changes and recommend they be approved and the contingency allowance be adjusted accordingly. Note that the total contract price will not be adjusted, only the contingency amount. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in blue ink, appearing to read "M. Fall", is written over the typed name "Marshall Fall, P.E.".

Marshall Fall, P.E.

cc: Darren Gore (w/encl) – MWSD

BDF (wo/encl) – SSR
File (12) (w/encl) – 12-41-019.0

T:\Team41\2012\12410190\CA\Letters\MDF160315_LTR_CCF-20_CCF-21_CCF-26-Area Lighting.doc

CHANGE CONTROL LOG

Owner: Murfreesboro Water & Sewer Department
 Project Name: Sinking Creek WWTP Phase 4D Expansion
 Contract No: N/A
 Engineer: Smith Seckman Reid, Inc.
 Contractor: 3D Enterprises Contracting Corporation

Original Contract Amount: **\$ 30,472,000.00**

Contingency Allowance Amount: **\$ 500,000.00**

Adjusted Contingency Allowance Amount: **\$ 286,613.00**

	Rejected/Withdrawn
	Under Review
	Approved
	Pending

SSR No.	CCF No.	3D No.	COP No.	Change Order No.	Change Type	Brief Description of Change Item	Status (Pending/Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
1				N/A	RFP	Add Headworks paving, irrigation-piping and landscaping to Phase 4D-scope	Withdrawn	4/15/2015	Withdrawn	Withdrawn	\$	\$	\$ 500,000.00	\$ 30,472,000.00
1-REV				N/A	RFP	Add Headworks paving partial-landscaping to Phase 4D-scope	Withdrawn	6/11/2015	Withdrawn	Withdrawn	\$	\$	\$ 500,000.00	\$ 30,472,000.00
1-REV2				TBD	RFP	Delete landscaping and irrigation	Approved	8/5/2015	10/17/2015	Approved	\$ (25,800.00)	\$ (25,800.00)	\$ 525,800.00	\$ 30,472,000.00
2				2	RFP	Delete diffusers from Post Aeration equipment	Approved	9/1/2015	9/2/2015	9/15/2015	\$ (11,200.00)	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
3				N/A	FP	Change stairs platform from galv to alum.	Approved	4/23/2015	N/A	N/A	\$ -	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
4				N/A	RFP	Add signal wiring for Main PS pump-discharge valves	Withdrawn	5/28/2015	7/28/2015	8/5/2015	\$	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
5				TBD	RFP	Revise electrical service per MED	Withdrawn	6/18/2015	Withdrawn	Withdrawn	\$	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
5-REV				TBD	RFP	Revise electrical service per MED	Approved	8/10/2015	1/14/2016	2/5/2016	\$ 82,856.00	\$ 45,856.00	\$ 454,144.00	\$ 30,472,000.00
6				TBD	RFP	Algae Cleaning System attachment arm	Approved	7/20/2015	7/28/2015	9/3/2015	\$ 7,600.00	\$ 53,456.00	\$ 446,544.00	\$ 30,472,000.00
7				TBD	RFP	Tertiary Filter embed conduit	Approved	7/24/2015	7/28/2015	9/3/2015	\$ 2,500.00	\$ 55,956.00	\$ 444,044.00	\$ 30,472,000.00
8				TBD	RFP	HVAC upgrade in Post Aeration Control Room	Approved	9/9/2015	1/8/2016	2/5/2016	\$ 52,740.00	\$ 108,696.00	\$ 391,304.00	\$ 30,472,000.00
9				TBD	RFP	Revise Final Clarifier EDI type	Approved	9/24/2015	10/6/2015	11/5/2015	\$ 3,300.00	\$ 111,996.00	\$ 388,004.00	\$ 30,472,000.00
10				TBD	RFP	Provide sleeves under roadway for future irrigation piping.	Pending	9/1/1939	Pending	Pending	\$ -	\$ 111,996.00	\$ 388,004.00	\$ 30,472,000.00
11				TBD	FO	Electrical changes to MCC and-control room layouts	Withdrawn	10/7/2015	Pending	Pending	\$	\$ 111,996.00	\$ 388,004.00	\$ 30,472,000.00
11-REV1				TBD	RFP	Various electrical changes	Approved	10/20/2015	2/10/2015	4/7/2016	\$ 7,900.00	\$ 119,896.00	\$ 380,104.00	\$ 30,472,000.00
12				TBD	RFP	Headworks Facility electrical revisions/clarifications	Approved	10/20/2015	2/10/2015	4/7/2016	\$ 2,600.00	\$ 122,496.00	\$ 377,504.00	\$ 30,472,000.00
13				TBD	WCD	Replacement of existing Filter backwash flow meter	Approved	11/9/2015	3/15/2016	4/7/2016	\$ 20,533.00	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
14				TBD	RFP	Knockout wall at gate opening for-future Ox-Ditch	Withdrawn	12/16/2015			\$	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
15				TBD	FO	UV power feed relocation	Approved	1/18/2016	N/A	N/A	\$ -	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
16				TBD	RFP	Additional generator/ATS signals	Pending	1/26/2016			\$ -	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
17				TBD	RFP	Add ultrasonic flow meter at Main PS	Approved	2/4/2016	3/15/2016	4/7/2016	\$ 11,120.00	\$ 154,149.00	\$ 345,851.00	\$ 30,472,000.00

18	14	TBD	RFP	Installation of the Allen-Bradley Power Monitors into the Eaton switchgear	Under Review	5/4/2016	5/17/2016	?????	\$ 17,080.00	\$ 171,229.00	\$ 328,771.00	\$ 30,472,000.00
19	13	TBD	CCR	60" TRE Junction Box in lieu of tapping sleeve	Approved	2/22/2016	3/24/2016	5/11/2016	\$ (10,000.00)	\$ 161,229.00	\$ 338,771.00	\$ 30,472,000.00
20	15	TBD	RFP	Addition of area lights and receptacles at clarifiers. Photocell and lighting control.	Under Review	5/18/2016	6/8/2016		\$ 30,240.00	\$ 191,469.00	\$ 308,531.00	\$ 30,472,000.00
21	12	TBD	RFP	Replace building architectural precast fascia panels with brick	Pending	3/18/2016			\$ (20,000.00)	\$ 171,469.00	\$ 328,531.00	\$ 30,472,000.00
22	16	TBD	RFP	Item 2 on RFI 33 Counter-flashing @ UV basin for building/canopy joint	Under Review	4/19/2016	5/12/2016		\$ 912.00	\$ 172,381.00	\$ 327,619.00	\$ 30,472,000.00
23	16	TBD	RFP	Provide steel beams & additional reinforcing steel for pipe supports per revised drawings S 1.3-05 & S5.4-05	Under Review	5/3/2016	5/12/2016		\$ 28,392.00	\$ 200,773.00	\$ 299,227.00	\$ 30,472,000.00
24	16	TBD	RFP	Provide FRP door, frame and hardware at FCPR south entrance. Modify door 8-3 from hollow metal to FRP with 90 mn fire rating	Under Review	5/3/2016	5/12/2016		\$ 6,696.00	\$ 207,469.00	\$ 292,531.00	\$ 30,472,000.00
25	17	TBD	RFP	Provide factory applied epoxy coating on coils	Under Review	5/9/2016	6/8/2016		\$ 3,160.00	\$ 210,629.00	\$ 289,371.00	\$ 30,472,000.00
26		TBD	RFP	Provide new bucket in available space w/in MCC-N5A with 2 15 A tandem breakers	Under Review	5/27/2016	6/2/2016		\$ 2,758.00	\$ 213,387.00	\$ 286,613.00	\$ 30,472,000.00
Totals									\$ 213,387.00		\$ 286,613.00	\$ 30,472,000.00

- Notes:
1. CCR - Contractor change request.
 2. CL - Claim.
 3. FO - Field Order.
 4. RFP - Request for proposal.
 5. WCD - Work change directive.

JOHN BOUCHARD & SONS Co.

CONSTRUCTION SERVICES DIVISION

DIVISION

MECHANICAL CONTRACTING
BOUCHARD FIRE PROTECTION
ELECTRICAL CONTRACTING



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INDUSTRIAL DISTRIBUTION

PUMPING SYSTEMS
AIR COMPRESSORS
INDUSTRIAL SALES

MACHINE SERVICES DIVISION

REPAIR / FABRICATION / SHOP SERVICES

FOUNDRY DIVISION

IRON CONSTRUCTION CASTINGS

June 6, 2016

Smith Seckman and Reid
Brent Fowler, PE

Press & Pump Installation Estimate – Mechanical & Electrical
Revised to Include the Fourth Pump MCC Bucket/VFD Installation
City of Murfreesboro
Murfreesboro Water and Sewer Department
Phase 4E Expansion
Electrical

Dear Mr. Fowler,

JBS is working under an existing service contract for Murfreesboro Water & Sewer Department. As part of this contract, JBS was asked to prepare an estimate for the replacement of presses and pumps at the Sinking Creek WWTP. We are pleased to offer our estimate for the following scope of work; this estimate is based on drawings, specifications and our site visits. Please note that this is an estimate and that final costs will be based upon actual labor and materials incurred. As noted in the meeting and conference call, JBS notes that our estimate does not account for full compliance with the project specifications; however, the owner and/or engineer is free to direct JBS to comply with any/all of these specifications under our contract terms.

Sludge Pump Replacement Scope:

Mechanical Scope of Work

- Isolate the three existing sludge pumps from the rest of the system.
- Remove the pumps and associated piping from the area, using a boom truck to raise the pumps from the pit and either store on-site for salvage or dispose of the pumps and piping.
- Furnish and install new pipe, valves, fittings, and pipe supports to accommodate the new pumps.
- Pressure test new piping as required.
- Paint piping as required. Includes pipe labels.
- Reconfigure the existing concrete pads to accommodate the new pumps.
- Accept delivery and unload pumps on-site and store as needed.
- Install the three owner-furnished Penn Valley Pumps and miscellaneous devices.
- Assist with startup of the new pumps.

Electrical Scope of Work

- Disconnect existing electrical to (3) existing pumps.
- Rework conduit and wiring as needed to accommodate new pump locations.
- Rework conduit and wiring as needed to accommodate existing control wiring at pump locations.
- Provide and install stainless steel strut for disconnect supports as needed for pumps.
- Remove (4) existing VFD MCC buckets and install new VFD MCC buckets that are to be provided by Fournier.
- Connect existing control wiring to new VFD's.
- Terminate Fiber connections in existing PLC #6 panel.
- Startup assistance labor.

Mechanical Exclusions

- Overtime labor rates
- Seismic Engineering/Bracing
- Providing pumps

Electrical Exclusions of Work

- Overtime labor rates
- Fiber optic cable or installation.
- Fiber switch.
- VFD's
- Replacing or adding to any wiring from the VFD's to existing pump disconnects or controllers
- Disconnect switches.

JOHN BOUCHARD & SONS Co.

CONSTRUCTION SERVICES DIVISION

DIVISION

MECHANICAL CONTRACTING
BOUCHARD FIRE PROTECTION
ELECTRICAL CONTRACTING



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PUMPING SYSTEMS
AIR COMPRESSORS
INDUSTRIAL SALES

MACHINE SERVICES DIVISION

REPAIR / FABRICATION / SHOP SERVICES

FOUNDRY DIVISION

IRON CONSTRUCTION CASTINGS

Press Replacement Scope

Mechanical Scope of Work

- Demolish three existing Fournier presses and flocculators in a manner that best suits the owner with regard to maintaining operations.
- Store or dispose of demolished items as per the owner/engineer's direction.
- Isolate associated piping serving the presses to allow for installation of new presses.
- Pour new concrete pads for the three new presses.
- Take delivery and unload the presses on site. Includes crane/forklift rental.
- Install three owner furnished Fournier presses. Includes rigging and forklift rental.
- Furnish and install new pipe, valves, fittings, and pipe supports for the new presses.
- Includes installation of various owner furnished devices in the piping and re-use of the existing flocculators.
- Includes tie-ins to the existing piping as shown on the contract drawings.
- Pressure test and paint the new piping.
- Includes pipe labels.
- Assist with startup of the new presses.

Electrical Scope of Work

- Check and document all control wiring to be reused or replaced.
- Disconnect existing electrical to (3) existing filter pumps, install wiring in existing conduit from existing disconnects to new panel CP-8100A.
- Remove (4) existing filter press VFD's and replace with new control panel CP-8100A supplied by Fournier.
- Supply and install NEMA 12 lay in wireway from existing (4) VFD conduits to new control panel CP-8100A.
- Supply and install terminal blocks in wireway to extend wiring for filter press #4 to new CP-8100A.
- Remove existing panel CP-8100 and replace with new control panel supplied by Fournier.
- Provide and install conduit, wiring and (1) 150 amp 3 pole breaker for new CP-8100A control panel.
- Provide and install necessary conduit and wiring from CP-8101, CP8102, CP-8103 terminal box to filter presses.

- Install conduit and fiber optic cable from CP-8400 to CP-8100 and terminate to patch panel that is to be supplied by others.
- Startup assists labor.

Mechanical Exclusions

- Overtime labor rates
- Seismic Engineering/Bracing
- Providing presses and accessories

Electrical Exclusions of Work

- Overtime labor rates
- Replacing or repair of any existing conduit that is labeled on drawing to be reused.
- Fiber switch.
- Fork lift rental, (per our conference call, to save on this expense Murfreesboro WWTP will provide a fork lift and operator as needed to assist in removing and installing control panels.
- Disconnect switches.

TOTAL ESTIMATE FOR PUMP & PRESS INSTALLATION & WIRING \$ 291,709.00

Breakout Estimates:

Mechanical – Pumps & Presses: \$ 223,254.00
Electrical-Pumps: \$ 19,364.00
Electrical-Presses: \$ 49,091.00

See rate sheets for individual breakdowns

Any payment received by credit card will result in extra charges per transaction equal to the sum of transaction charged to us.

JOHN BOUCHARD & SONS Co.

CONSTRUCTION SERVICES DIVISION

DIVISION

MECHANICAL CONTRACTING
BOUCHARD FIRE PROTECTION
ELECTRICAL CONTRACTING



Since 1900

INDUSTRIAL DISTRIBUTION

PUMPING SYSTEMS
AIR COMPRESSORS
INDUSTRIAL SALES

MACHINE SERVICES DIVISION

REPAIR / FABRICATION / SHOP SERVICES

FOUNDRY DIVISION

IRON CONSTRUCTION CASTINGS

We appreciate the opportunity to provide this estimate, and feel free to contact us with any questions or comments.

State of Tennessee Contractors License

ID Number: 00000319

Lic Status: Active

Expiration Date: 01/31/2017

CMC; CE; MU-A,B; HC-C; BC-17; Unlimited

Sincerely,

David Proctor
Mechanical Project Manager

David.proctor@jbouchard.com

Office: 615-256-0112

Direct: 615-690-0174

Cell: 615-500-5273

Jesse Sutphin
Electrical Project Manager

Jesse.Sutphin@jbouchard.com

Office: 615-256-0112

Direct: 615-690-0176

Cell: 615-405-4413

Wiring for Sludge Pumps

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	20	\$75.00	\$1,500.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	12	\$65.00	\$780.00
Superintendent (OT)		\$100.00	\$0.00
Pipefitter/Welder (RT)		\$50.00	\$0.00
Pipefitter/Welder (OT)		\$75.00	\$0.00
Sprinkler Fitter (RT)		\$42.00	\$0.00
Sprinkler Fitter (OT)		\$63.00	\$0.00
Electrician (RT)	137	\$50.00	\$6,850.00
Electrician (OT)		\$75.00	\$0.00
Apprentice/Helper (RT)	137	\$36.00	\$4,932.00
Apprentice/Helper (OT)		\$54.00	\$0.00
Expediter/Delivery (RT)		\$28.00	\$0.00
Expediter/Delivery (OT)		\$42.00	\$0.00
Machine Shop Millwright (RT)		\$56.00	\$0.00
Machine Shop Millwright (OT)		\$88.00	\$0.00
HVAC/Plb Service Tech (RT)		\$64.00	\$0.00
HVAC/Plb Service Tech (OT)		\$96.00	\$0.00
Air Compressor Tech (RT)		\$64.00	\$0.00
Air Compressor Tech (OT)		\$96.00	\$0.00
Laborer - Skilled (RT)		\$30.00	\$0.00
Laborer - Skilled (OT)		\$45.00	\$0.00
Laborer - Unskilled (RT)		\$21.00	\$0.00
Laborer - Unskilled (OT)		\$32.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$15.00	\$0.00
Mini/Midi Hammer		\$12.00	\$0.00
Variable Reach Forklift		\$26.00	\$0.00
Pickup Truck	137	\$15.00	\$2,055.00
Scissor Lift		\$18.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00
Cat 420D Backhoe		\$33.00	\$0.00
Street Plate		\$7.00	\$0.00
185 CFM Compressor		\$15.00	\$0.00
ECM 350*			\$0.00
Air Track Drill*			\$0.00
Pipe Laser		\$21.00	\$0.00
Total Station EDM		\$115.00	\$0.00
15 ton Boom Truck*		\$150.00	\$0.00
30-50 Ton RT Crane*		\$225.00	\$0.00
80 Ton Crawler Crane*			\$0.00
3" Submersible Pump		\$10.00	\$0.00
6" Hydraulic Pump		\$16.00	\$0.00

Materials & Subcontractors		
Misc. Materials		\$3,517.00

TOTAL

\$19,634.00

Wiring for Biosolids			
Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	97	\$75.00	\$7,275.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	28	\$65.00	\$1,820.00
Superintendent (OT)		\$100.00	\$0.00
Pipefitter/Welder (RT)		\$50.00	\$0.00
Pipefitter/Welder (OT)		\$75.00	\$0.00
Sprinkler Fitter (RT)		\$42.00	\$0.00
Sprinkler Fitter (OT)		\$63.00	\$0.00
Electrician (RT)	296	\$50.00	\$14,800.00
Electrician (OT)		\$75.00	\$0.00
Apprentice/Helper (RT)	296	\$36.00	\$10,656.00
Apprentice/Helper (OT)		\$54.00	\$0.00
Expediter/Delivery (RT)		\$28.00	\$0.00
Expediter/Delivery (OT)		\$42.00	\$0.00
Machine Shop Millwright (RT)		\$56.00	\$0.00
Machine Shop Millwright (OT)		\$88.00	\$0.00
HVAC/Plb Service Tech (RT)		\$64.00	\$0.00
HVAC/Plb Service Tech (OT)		\$96.00	\$0.00
Air Compressor Tech (RT)		\$64.00	\$0.00
Air Compressor Tech (OT)		\$96.00	\$0.00
Laborer - Skilled (RT)		\$30.00	\$0.00
Laborer - Skilled (OT)		\$45.00	\$0.00
Laborer - Unskilled (RT)		\$21.00	\$0.00
Laborer - Unskilled (OT)		\$32.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader	16	\$15.00	\$240.00
Mini/Midi Hammer		\$12.00	\$0.00
Variable Reach Forklift		\$26.00	\$0.00
Pickup Truck	296	\$15.00	\$4,440.00
Scissor Lift	60	\$18.00	\$1,080.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00
Cat 420D Backhoe		\$33.00	\$0.00
Street Plate		\$7.00	\$0.00
185 CFM Compressor		\$15.00	\$0.00
ECM 350*			\$0.00
Air Track Drill*			\$0.00
Pipe Laser		\$21.00	\$0.00
Total Station EDM		\$115.00	\$0.00
15 ton Boom Truck*		\$150.00	\$0.00
30-50 Ton RT Crane*		\$225.00	\$0.00
80 Ton Crawler Crane*			\$0.00
3" Submersible Pump		\$10.00	\$0.00
6" Hydraulic Pump		\$16.00	\$0.00

Materials & Subcontractors		
Misc. Materials		\$8,780.00

TOTAL

\$49,091.00

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	40	\$75.00	\$3,000.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$65.00	\$0.00
Superintendent (OT)		\$100.00	\$0.00
Pipefitter/Welder (RT)	934	\$50.00	\$46,700.00
Pipefitter/Welder (OT)		\$75.00	\$0.00
Sprinkler Fitter (RT)		\$42.00	\$0.00
Sprinkler Fitter (OT)		\$63.00	\$0.00
Electrician (RT)		\$50.00	\$0.00
Electrician (OT)		\$75.00	\$0.00
Apprentice/Helper (RT)	934	\$36.00	\$33,624.00
Apprentice/Helper (OT)		\$54.00	\$0.00
Expediter/Delivery (RT)		\$28.00	\$0.00
Expediter/Delivery (OT)		\$42.00	\$0.00
Machine Shop Millwright (RT)		\$56.00	\$0.00
Machine Shop Millwright (OT)		\$88.00	\$0.00
HVAC/Plb Service Tech (RT)		\$64.00	\$0.00
HVAC/Plb Service Tech (OT)		\$96.00	\$0.00
Air Compressor Tech (RT)		\$64.00	\$0.00
Air Compressor Tech (OT)		\$96.00	\$0.00
Laborer - Skilled (RT)		\$30.00	\$0.00
Laborer - Skilled (OT)		\$45.00	\$0.00
Laborer - Unskilled (RT)		\$21.00	\$0.00
Laborer - Unskilled (OT)		\$32.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder	80	\$15.00	\$1,200.00
Power Threader	80	\$15.00	\$1,200.00
Mini/Midi Hammer		\$12.00	\$0.00
Variable Reach Forklift	120	\$26.00	\$3,120.00
Pickup Truck	934	\$15.00	\$14,010.00
Scissor Lift		\$18.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00
Cat 420D Backhoe		\$33.00	\$0.00
Street Plate		\$7.00	\$0.00
185 CFM Compressor		\$15.00	\$0.00
ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		\$21.00	\$0.00
Total Station EDM		\$115.00	\$0.00
15 ton Boom Truck*	16	\$150.00	\$2,400.00
30-50 Ton RT Crane*		\$225.00	\$0.00
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		\$10.00	\$0.00
6" Hydraulic Pump		\$16.00	\$0.00

Materials		
Pipe, Valves, Fittings, Hangers, Labels, Painting		\$90,000.00
Concrete Work		\$15,500.00
Forklift & Rigging		\$4,500.00
Miscellaneous		\$8,000.00

Total Estimated Cost	\$223,254.00
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Reimbursable Expenses Schedule

Reproducible Copies (Paper)	\$0.05	/page
Travel Mileage	\$0.57	/mile
Meals and Lodging	at Cost	

Standard Hourly Rates Schedule

<u>Labor Classification</u>	<u>Weekdays (M-F)</u>	<u>Weekends/ Holidays</u>	
Project Manager	\$148.00	\$195.00	/hour
Client Manager	\$148.00	\$195.00	/hour
IT Engineer	\$140.00	\$195.00	/hour
PLC Applications Engineer	\$140.00	\$195.00	/hour
HMI Applications Engineer	\$140.00	\$195.00	/hour
Design Engineer	\$135.00	\$190.00	/hour
Field Service Engineer	\$125.00	\$180.00	/hour
Electrician	\$130.00	\$190.00	/hour
Admin & Clerical	\$95.00	\$120.00	/hour

Murfreesboro WWTP - Contract 4E Estimate for Services (Not to Exceed)

A. Conference Call Meetings and In-House SCADA Integration Development

Project Manager			
	Hours	Rate	Total
Project Time	4	\$148.00	\$592.00
		Subtotal	\$592.00

HMI Applications Engineer			
	Hours	Rate	Total
Project Time	40	\$140.00	\$5,600.00
	Miles	\$/Mile	
Mileage (Round Trip)	0	\$0.54	\$0.00
	Days	Hotel/Day	
Hotel	0	\$110.00	\$0.00
	Days	Meals/Day	
Meals	0	\$45.00	\$0.00
		Subtotal	\$5,600.00

Item A Total "Not to Exceed" \$6,192.00

Murfreesboro WWTP - Contract 4E Estimate for Services (Not to Exceed)

B) On-Site Support of Press Installation, Start-up & Testing (3 Presses Total)

Project Manager			
	Hours	Rate	Total
Project Time	3	\$148.00	\$444.00
		Subtotal	\$444.00

HMI Applications Engineer			
	Hours	Rate	Total
Project Time (3 Days per Press)	72	\$140.00	\$10,080.00
	Miles	\$/Mile	
Mileage (Round Trip) (1 Trip per Press)	1350	\$0.54	\$729.00
	Days	Hotel/Day	
Hotel (2 Nights per Press)	6	\$110.00	\$660.00
	Days	Meals/Day	
Meals (3 Days per Press)	9	\$45.00	\$405.00
		Subtotal	\$11,874.00

Item B Total "Not to Exceed" \$12,318.00

Murfreesboro WWTP - Contract 4E Estimate for Services (Not to Exceed)

C. HMI & Reporting Enhancements for the Presses

Project Manager			
	Hours	Rate	Total
Project Time	2	\$148.00	\$296.00
		Subtotal	\$296.00

HMI Applications Engineer			
	Hours	Rate	Total
Project Time	32	\$140.00	\$4,480.00
		Miles	\$/Mile
Mileage (Round Trip)	455	\$0.54	\$245.70
		Days	Hotel/Day
Hotel	3	\$110.00	\$330.00
		Days	Meals/Day
Meals	4	\$45.00	\$180.00
		Subtotal	\$5,235.70

PLC Applications Engineer			
	Hours	Rate	Total
Project Time	24	\$140.00	\$3,360.00
		Miles	\$/Mile
Mileage (Round Trip)	270	\$0.54	\$145.80
		Days	Hotel/Day
Hotel	0	\$110.00	\$0.00
		Days	Meals/Day
Meals	3	\$15.00	\$45.00
		Subtotal	\$3,550.80

Item C Total "Not to Exceed" \$9,082.50

Total All Items "Not to Exceed" \$27,592.50



Comparatives
26-May-16

Kennesaw, GA			Brentwood TN			Knoxville, TN			Average	
Date	Water/gal	Sewer/gal	Date	Water/gal	Sewer/gal	Date	Water/gal	Sewer/gal	Water/gal	Sewer/gal
05/29/15	9000	9000	6/2/15	8000	8400	6/22/15	6732	6732	7910.67	8044.00
06/30/15	8000	8000	7/20/15	19000	8400	7/22/15	8228	8228	11742.67	8209.33
07/30/15	10000	10000	8/20/15	31000	8400	8/20/16	6732	6732	15910.67	8377.33
08/28/15	7000	7000	9/20/15	8500	8400	9/21/15	8228	8228	7909.33	7876.00
09/29/15	9000	9000	10/20/15	8000	8400	10/20/15	7480	7480	8160.00	8293.33
09/29/15	8000	8000	11/20/15	12500	8400	11/18/15	8228	8228	9576.00	8209.33
10/29/15	8000	8000	12/20/15	24500	8400	12/18/15	10472	10472	14324.00	8957.33
11/30/15	9000	9000	1/20/16	8000	8400	1/21/16	9724	9724	8908.00	9041.33
12/31/15	14000	14000	2/10/16	7500	8400	2/19/16	8228	8228	9909.33	10209.33
02/02/16	9000	9000	3/20/16	8000	8400	3/21/16	9724	9724	8908.00	9041.33
03/02/16	10000	10000	4/20/16	8000	8400	4/19/16	9724	9724	9241.33	9374.67
04/01/16	7000	7000	5/20/16	8500	7900	5/19/16	8228	8228	7909.33	7709.33

Average Monthly Total	10034.11	8611.889
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SEWER TAPS WORKSHEET

TAP # _____ DATE 5/27/2016 M.O. NUMBER _____
 NAME Rooms 2 Go
 LOCA.#1 _____
 LOCA.#2 2846 Medical Center Parkway
 REMARKS Water Service is provided by Consolidated Utility District

Transaction Code

		UNITS	CHG	AMT
SEWER (H)				
SEWER CONNECTION FEE (H)				
	G/L Account			
TPS2	SF RES Sewer Connection (2 of 2)			271.210 (\$300)
TPS1	SF RES Sewer (1 of 2)			271.280 (\$2250)
TPS4	Retail Shop/Service Sewer Connection (2 of 2)	0	2550	0
TPS3	Retail Shop/Service Est Sewer (1 of 2)	1.3	2550	3315
MULTI-FAMILY (H)				
	G/L Account			
TPS6	Apartment/Condo Sewer Connection (2 of 2)	0	2550	0
TPS5	Apartment/Condo Sewer (1 of 2)			271.210 (\$300)
				271.280 (\$2250)
TPSA	Restaurant Sewer (15 sf per seat)	0	55	0
TPSC	Hotel/Motel Sewer Connection (per room)	0	400	0
TPSD	Hospital/Nursing Home Sewer Connection (per bed)	0	400	0
TPSE	School Sewer Connection (30 sf per student)	0	12	0
TPSF	Office Space Sewer Connection > 5K sq ft (per 1K)	0	270	0
TPSG	Commercial Space Sewer Connection > 35K sq ft	0	2550	0
TPSH	Industrial Manufacturing Sewer Connection	0	0	0
HOUSE SERVICE CHARGE (H)				
	G/L Account			
TPSI	Sewer House Sewer Charge (< 49')	0	1000	0
TPSJ	Sewer House Sewer Charge (50' to 59')	0	1200	0
TPSK	Sewer House Sewer Charge (60' to 79')	0	1600	0
TPSL	Sewer House Sewer Charge (>80')	0	2200	0
TPOT	Outside City Sewer	0	450	0
Other				
TPCR	Compton Road Sanitary Sewer	0	300	0
TPSM	Sewer Connection Fee Only			271.280
TPSN	Additional Sewer Tap Fees			271.210
TPOC	Overall Creek Sewer District	1.3	1000 /ea	1300
	Basin "D"	0	925	0
TPSB	Salem / Barfield Sewer District	0	750 /ea	0
TPSQ	US 41/Florence Rd Sewer District (per foot)	0	100 /ft	0
TPSR	Laundry Sewer Connection Fee (only)	0	120	0
TPSS	Car Wash Sewer Connection Fee (only)	0	5600	0
TPCO	Sewer Clean Out	0	100	0
TPOL	Osborne Lane Sewer District			271.380
TPBE	Buchanan / Elam Road Sewer District	0	1000 /ea	0
TPST	Rockvale Sewer District			271.400
TPSU	Medical Center Pkwy Sewer District	3.36	10900 /ac	36624
TPOI	Outside City Plumbing Inspection	0	50	0
TPPL	Pitts Lane Sewer District	0	2350 /ea	0

TOTAL SEWER

\$41,239.00

TOTAL WATER & SEWER CHARGES

note: quotes are only guaranteed for 30 days from date, or until July 1, which ever comes first,
after which additional fees may apply!

MURFREESBORO WATER & SEWER DEPARTMENT MURFREESBORO STORMWATER FUND INTERNAL CONTROL MANUAL

INTRODUCTION

The Murfreesboro Water and Sewer Department and Murfreesboro Stormwater Fund (Department) are enterprise funds of the City of Murfreesboro. Both funds are overseen by the Water & Sewer Board. The funds are managed to fully recover the expenses of providing services to users through fees and charges and to build and preserve a substantial, long lived capital asset base in the treatment facilities, water distribution and storage system, wastewater collection system, repurified water distribution and storage, and stormwater management system. Because enterprise funds have many characteristics of a business, business accounting and financial management rules are usually applied to enterprise funds. Because of this, the presentation of the Department differs from that of the City General Fund Budget.

Water service is provided through approximately 26,700 meter connections within the Murfreesboro Water and Sewer Department water service area (35.54 square miles), and sanitary sewer service is being provided to areas served in the Consolidated Utility District water service area for an estimated additional 16,600 sewer only customers. There are 58.4 square miles within the city limits and 179.6 square miles within the Murfreesboro Urban Growth Boundary (UGB).

Murfreesboro Water and Sewer Department and Stormwater Fund (the "Department") has the responsibility to its ratepayers and stakeholders to be good stewards of public monies and property. In our efforts to serve the public as employees, the Department established this Internal Control Manual using widely recognized best practices and state and federal directives.

State of Tennessee statutes require the Comptroller's Office, Department of Audit to prescribe uniform accounting systems for entities that handle public funds. Those statutes require public officials to adopt and use the system designated by the Comptroller's Office. The Tennessee Legislature amended TCA Section 9-2-102 in 2015 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO). The guidance is titled *Standards for Internal Control in the Federal Government* (Green Book). The Green Book follows the format developed by the Committee of Sponsoring Organizations (COSO) which has been the gold standard of internal control for all entities except the federal government for several years.

The internal control system ("ICS") consists of three objectives and 5 main components. Within the 5 components there are 17 principles that apply to certain components. The State considers the 5 elements mandatory and the 17 principles are optional. The Murfreesboro Water and Sewer Department has chosen to only address the minimum requirements of the State in this manual; however, the 17 principles from the Green Book are presented below for informational purposes and to help explain the 5 components.

THREE {3} OBJECTIVES OF INTERNAL CONTROLS:

1. Reporting-financial reporting is reliable
2. Operations-are effective and efficient and properly safeguard the assets of the Department
3. Compliance-the Department is compliant with applicable laws, regulations, contracts and grant agreements

FIVE {5} MAIN COMPONENTS OF INTERNAL CONTROLS THAT ARE REQUIRED TO BE ADDRESSED:

1. Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

The purpose of this manual is to ensure that the objectives of reporting and compliance are established. The policies to achieve the objectives are derived from various financial best practices, state and federal laws, and regulations and policies. Please note that this manual only documents the operations under the control of the Murfreesboro Water and Sewer Board as oversight board.

OV2.09 THE GREEN BOOK

The Five Components and 17 Principles of Internal Control:

CONTROL ENVIRONMENT:

1. The oversight body and management should demonstrate a commitment to integrity and ethical values.
2. The oversight body should oversee the entity's internal control system.
3. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop, and retain competent individuals.
5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

RISK ASSESSMENT:

6. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
7. Management should identify, analyze, and respond to risks related to achieving the defined objectives.
8. Management should consider the potential for fraud when identifying, analyzing, and responding to risks.
9. Management should identify, analyze, and respond to significant changes that could impact the internal control system.

CONTROL ACTIVITIES:

10. Management should design control activities to achieve objectives and respond to risks.
11. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
12. Management should implement control activities through policies.

INFORMATION AND COMMUNICATION:

13. Management should use quality information to achieve the entity's objectives.
14. Management should internally communicate the necessary quality information to achieve the entity's objectives.
15. Management should externally communicate the necessary quality information to achieve the entity's objectives.

MONITORING:

16. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
17. Management should remediate identified internal control deficiencies on a timely basis.

Source: GAO. GAO-14-704G.

CONSIDERATIONS IN DEVELOPMENT OF INTERNAL CONTROLS

Internal control is defined as a process effected by an entity's oversight body, management, and other personnel that provides reasonable assurance the Department's objectives will be achieved.

Consistent monitoring will ensure that the ICS should be reviewed and updated at least annually, or more frequently if changing conditions justify.

Since the Department's policies and procedures are the control activities for its internal control plans, it is important that they be reviewed in conjunction with the plans and referenced where appropriate. Everyone in the Department has a responsibility to ensure that internal controls operate effectively.

As directed by T.C.A. 9-18-102 (a) and in accordance with the guidance issued by Tennessee Comptroller's Office, the Department has adopted this internal control manual. It is critical to note that the development and operation of the internal control system involves everyone in the organization. As such, management must ensure that the manual is shared with all of its employees. The manual is a work in process and will be assessed periodically.

The following sections document the 5 components of internal control and significant financial and compliance areas that are deemed high risk.

FIVE COMPONENTS OF INTERNAL CONTROL

CONTROL ENVIRONMENT

Overview

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct, and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the department's personnel; the way management assigns authority and responsibility, and organizes and develops its personnel; and the attention and direction provided by the governing body.

GOVERNMENTAL STRUCTURE

The City of Murfreesboro operates under a Council-Manager form of government. The governing body is the City Council, which consists of a Mayor and six council members who serve four-year terms of office. The City Council appoints a City Manager, who has the day-to-day responsibility of operating the City. The Director of the Water and Sewer Department and Stormwater Fund reports to the City Manager. The employees of the Department are managed through a structured personnel and administrative system, coordinated by the City Manager and the Department Director. Each job has been carefully defined and ranked within a comprehensive and aggressive pay and classification schedule. Job market assessments and review of the compensation and classification system are done periodically. Individual salary increases, when approved, are affected once a year based on the budgeted general increase. Collective bargaining does not exist with respect to the Department's employment.

OBJECTIVES

1. The governing body and management should conduct business with integrity and ethical behavior.
2. Provide direction and oversight for the department's internal control system.
3. Hire qualified and competent management.
4. Establish structure, authority and responsibility and hold individuals accountable for internal control responsibilities

POLICIES

- Employees and officials are expected to follow a code of conduct.
- The governing body through management has adopted a personnel handbook which includes various policies and procedures relevant to employment with the Department.
- The governing body uses the budget process as a means of oversight with the Department {see budget process description below}.
- Organizational charts are reviewed for needed changes in regards to authority and responsibility (See Appendix).

Overview

The Department's financial plans are set forth in the annual capital and operating budgets which reflect the projections of all receipts from and disbursements to all sources. The Board approves the annual budget and recommends to the city council the adoption of budget Resolutions for the Water and Sewer and Stormwater Funds.

The Department maintains a financial reporting system which provides timely and accurate reports of revenues, expenditures, and financial position. The Department's financial statements are audited annually by independent certified public accountants.

Budget Process

The preliminary steps in the budget include a review of current economic conditions, revenue projections, community input, program initiatives, long range plans and federal and state mandates.

The departmental budget requests are submitted to the Director. These budget requests are reviewed by the Director and Assistant Director of Finance and Administration. The City Charter provides that the City Manager must prepare a proposed budget and submit it to the City Council not later than May 15 each year.

The Water and Sewer Board (Board) reviews the proposed budgets at its April meeting. The Board recommends to the City Council the budgets and any changes to rates and fees. The Director presents the draft budget and related recommendations to the City Council. The City Council conducts a public hearing on the proposed budgets to obtain additional citizen input on the spending plan. Following the public hearing, the City Council amends the draft budgets as needed and adopts a budget resolution for the department along with water and sewer rate ordinance.

The Water and Sewer Department and Stormwater Fund follow the general timeline in setting rates to coincide with the Department Budget Development:

- October - Audit completed – Assessment of Working Capital Reserves available as of June 30.
- Biennial Cost of Service Study and Pro Forma commissioned in Sept/Oct. – Available by January.
- December - Capital Improvements Plan updated – New Debt Service Cash Flow inserted into Trailblaze Financial Model; Large Capital Outlay from Working Reserves Identified
- January/February – Board and Council Update on Revised CIP, Debt Service and Rate Design
- March – Revenue requirements and a preliminary rate design are presented to the board
- April – Proposed budget is presented to board. Board accepts budget and recommends passage by City Council via Resolution

Risk Assessment

The Board reviews the proposed budget each April. Council then reviews the budget with the Department Director. Prior to adoption of the budget, the City Council conducts a public hearing on the proposed budget to obtain additional citizen input on the spending plan. Following the public hearing, the City Council adopts a budget resolution.

Financial Policies

The Department adopted financial policies in December 2013.

The financial policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated. These publicly adopted financial policies are also intended to demonstrate to residents, the credit rating industry, municipal bond investors, auditors and the State Comptroller that the Department is committed to sound financial management and fiscal integrity.

Other Relevant Control Environment Information

The City's municipal code is readily available to all who want to review via the Legal Department.

The City plans to make this available online in the future.

The City employs a full time attorney on staff.

Overview

City officials and management assess risk of operations continually. The City has chosen to transfer the most common types of risk through the purchase of the following types of insurance:

- Property and Casualty
- Liability
- Errors and Omissions
- Worker Compensation

There are risks the City cannot anticipate or know about, and as it relates to financial and compliance issues, the following areas and identified risks have been assessed and are being addressed by the development of internal control policies and procedures. Internal controls will not eliminate all risk but will help reduce risk to gain reasonable assurance that reporting and compliance objectives are being met.

Risks for specific transaction cycles are documented in the next section with the specific control activities that are designed to help mitigate the risk.

The specific transaction cycles the Department has assessed and documented risk and control activities as a part of this manual are as follows:

- Cash Receipts
- Cash Disbursement
- Revenues
- Procurement
- Payroll
- Inventory & Supplies
- Capital Assets
- Debt Management
- Financial Statement Preparation

CASH RECEIPTS

- Payments received at office. Cashiers print receipts for all payments and are then given/offered to the customer. Checks are endorsed at time of posting by cashier. Cashiers balance batches daily.
- Payments received by mail. Staff scans payments into scanning software. Via interface these payments are posted to customer accounts.
- Payments received for Miscellaneous A/R invoices. Miscellaneous A/R invoices are prepared in Quickbooks and mailed by accounting staff. Payments are received by accounting staff and taken to Cashier who receives payment and prints receipt. Receipt is attached to invoice and invoice is marked as paid.
- Check payments are electronically transmitted to bank. Paper checks are held for three full months, then destroyed.
- Cash is secured in safe overnight.
- Electronic payments – Batches received from various 3rd party processors
- Staff posts all daily transactions (billing, payments, adjustments) and prepares cash deposit.
- All transactions are balanced daily.
- Deposits are carried to bank daily if at all possible.
- All deposits are verified against bank online access at least once per week.

CASH DISBURSEMENTS

- All vendor requests are sent to the accounts payable department to be added. Only the Accounts Payable personnel can add, modify or delete a vendor. Requisitioners are unable to perform these tasks.
- All invoices are received in the accounts payable department and distributed to the requisitioning department for processing. All receiving is done by the requisitioner at the department level.
- Invoices received for purchases made by purchase order are reviewed and returned to accounts payable for payment.
- Invoices received that were not purchased via Requisition/Purchase Order are processed at the department level with Department Manager approval for payment. Receiving documentation is attached to the invoice and returned to accounts payable for payment.
- Three-way match (PO, Receiving document and Invoice) is required for payment.

- All invoices are approved by Assistant Director of Finance and Administration
- Invoices \$10,000 and greater must be approved by city Manager before disbursement
- Invoices related to payroll are approved by Human Resources Director or Assistant Director
- Invoices are paid within vendor terms. Discounts are taken when available.

REVENUES

- Water sales and wastewater treatment charges
- MWSD bills approximately 27,000 water and sewer customer monthly. There are seven billing cycles.
- All meters are read monthly. Estimation of consumption occurs only in special circumstances.
- Meter Reading Department reviews unusual consumption amounts.
- Customer Service staff (team of three Customer Service Clerks) prepares billings. Team reviews high or low bills based upon software criteria.
- Staff keeps running balances for customer receivables and monthly reports are printed as part of monthly closing.
- Consumption Reports are printed monthly and reviewed.
- Final bills (customers terminating service) are prepared monthly. Accounts unpaid after 45 days are turned over to a collection agency. MWSD leaves amounts that have been written off in the system indefinitely and requires that customers having delinquent accounts pay the old balance off before opening a new account.
- Tap Sales
 - Developments are approved by city. Plots with water/sewer connection details are forwarded to the department's Engineering division. The division's GIS Coordinator creates taps in the customer billing system, with appropriate charges for each connection. When a customer comes in to pay for a connection, the CSC selects the appropriate connection and charges the account. Payment is required at that time. After payment is made a Service Order is sent to the Operations & Maintenance division for installation.
- Miscellaneous A/R Revenue. Invoices are prepared by accounting staff for retiree insurance, septage discharge fees, and construction inspection fees. Retiree insurance invoices are billed at the first of each month for that month. Retirees are billed until they reach 65, when they are billed by City Hall. Septage discharge fees are billed monthly for the previous month based on the number of loads and the location (inside or outside city). Construction inspection fees are billed as needed when staff at MWSD Engineering sends invoice request.

PROCUREMENT

- Requisitions are entered at the department level by support staff at that location. Requisitions are then approved by the Department Manager and work flowed to the Director. Once approved by the Director, the requisition is work flowed to the Purchasing Department to be approved by the Purchasing Director. The Purchasing Director approves all requisitions; the purchase order is automatically generated using consecutive numbers.
- A Requisition is entered by staff at the division level. Approval limits are as follows:
 - Less than \$10,000 – Division Manager and Department Director
 - Between \$10,000 and \$25,000 –
 - Requires three (3) quotes
- Division Manager, Department Director and City Manager approval

- \$25,000 and greater
 - Same requirements as \$10,00 to \$25,000 with addition of City Council approval
- Invoices are paid within vendor terms. Discounts are taken when available.

PAYROLL

- Request to advertise must be approved by Department Director, Human Resources, and City Manager
- All onboarding is handled by city Human Resources Department.
- Employees clock in and out
- Timecards are approved by staff and supervisors each week.
- HR department process payroll
- HR department posts payroll to Department's general ledger.
- HR department provides necessary information at year end for proper accrual of leave.

INVENTORY AND SUPPLIES

Inventory is maintained at Water Treatment Plant and Operations & Maintenance facility.

- Water Treatment – Chemical inventory is maintained for use in water treatment process.
- Operations & Maintenance
 - Inventory Manager receives quotes for items as required by city purchasing policies. Requisitions are prepared and approved.
 - Inventory Manager receives goods and enters receipts into inventory software system. Invoices are forwarded to Accounts Payable staff and, after matching of PO, Receiver and Invoice, are paid.
 - Accounting staff processes month-end inventory in software and prepares entries for general ledger
 - Periodic physical inventory of selected items is taken through year.
 - Annual physical inventory is taken for year-end purposes.
 - O&M inventory items used: When items are needed for a job, O&M staff pulls the inventory needed; an inventory requisition is prepared charging the items to a particular job or work order. The requisitions are entered daily by O&M administrative staff. Requisitions are numbered sequentially. Copies of the requisitions are sent to the accounting department where they are checked during the month-end inventory closing process.

CAPITAL ASSETS

- Capital Assets are approved as part of the annual budget process.
- MWSD expenses any capital assets costing less than \$5,000. Such items are coded to specific Object numbers and are tracked in the fixed asset system. However, no depreciation is calculated or taken on those items.
- Capital items costing \$5,000 or more require three quotes. A Requisition is prepared. The fixed asset accounting staff person verifies that the item is in the approved Capital Expense budget and approves the Requisition. The Assistant Director of Finance and Administration then approves the Requisition. The Department Director also approves the Req. If applicable per city procurement policies, the City Manager will also approve the Req.

- Fixed Asset accounting staff enters assets into fixed asset software and prepares asset tag for each asset. A different colored tag is used for items costing less than \$5,000.
- Asset listings are distributed to division staff periodically to be inventoried.
- Straight-line depreciation is used for Department vehicles and equipment. All other assets (including underground infrastructure) are depreciated using mass depreciation. Depreciation expense is adjusted each month based upon acquisitions/disposals.
- Assets are disposed as needed. Departments inform accounting staff when an item needs to be disposed. Reasons for disposition include damaged or lost asset, transfer of asset to another city department, or sale of items no longer needed on GovDeals.

DEBT MANAGEMENT

- The Department has a Debt Policy, passed by the Board in December 2011.
- Annual debt requirements are approved as part of the Department's annual budget.
- Notification of principal and interest due on bonds or TMBF loans is received by the Department from the paying agent or bank lender. Notification of principal and interest due on Refunding Loan/Bond debt is received from the paying agent or bank lender. State Revolving Fund loans are paid monthly based on amortization schedule provided by the state.
- Monies are transferred to the debt service bank account as needed. Automated Clearinghouse (ACH) transfers, requiring two-person approval, are made whenever possible. ACH and Wire Transfers requests are approved by the Assistant Director of Finance & Administration and the Department Director prior to actual transmittal of funds.

FINANCIAL STATEMENT PREPARATION

- Bank statements are reconciled monthly. Statements are opened and reviewed by the Assistant Director of Finance & administration.
- Bank reconciliations are prepared monthly
- All Journal entries are approved
- Financial statements, representing Operating Revenues/Expenses, Tap Sales, and Debt Service, are presented to the board monthly.
- Management reviews revenues and expenditures on a monthly basis against the annual budget

INFORMATION AND COMMUNICATION

Objectives

- Necessary quality information for achieving the entity's objectives is available and used.
- Necessary quality information for achieving the entity's objectives is internally communicated by management.
- Necessary quality information for achieving the entity's objectives is externally communicated by management.
- Reliable and accurate quality information from municipal internal sources should be communicated to the people who need it in a timely and useful format.
- Because the credibility of the department, its governing body, and its public officials is at stake whenever information is released to outside parties, management should be confident the information being released is accurate and the release is in compliance with policies and procedures.

Policies

- Information is maintained in a City wide Enterprise Resource Program (ERP). Year-to-Date and other General Ledger inquiry reports are available to staff at all times. Department Heads and support staff can generate any report to track their revenues and spending.

Procedures

- Management clearly defines the lines of communication through policy manuals and organizational charts.
- Management has communicated the types of information required to achieve objectives and address risks.
- All internal control documents and related reports will be available to all staff in an appropriate method based on confidentiality and relevance to job responsibilities.
- Changes and updates will be distributed through e-mail and/or through the City's intra net page.
- Department Heads are required to monitor and reinforce internal controls.

MONITORING

Overview

The internal control system changes as technology, staff, objectives and policies change. Management is charged with continually monitoring the internal control system to determine if it is operating as it was designed to do and to insure the controls are being followed.

Objectives

- To practice activities to monitor the internal control system and evaluate the results.
- To address deficiencies noted in the internal control system in a timely manner.
- To establish more efficient and effective operations over time.
- To ensure accurate and reliable financial information is used in decision-making.

Policies

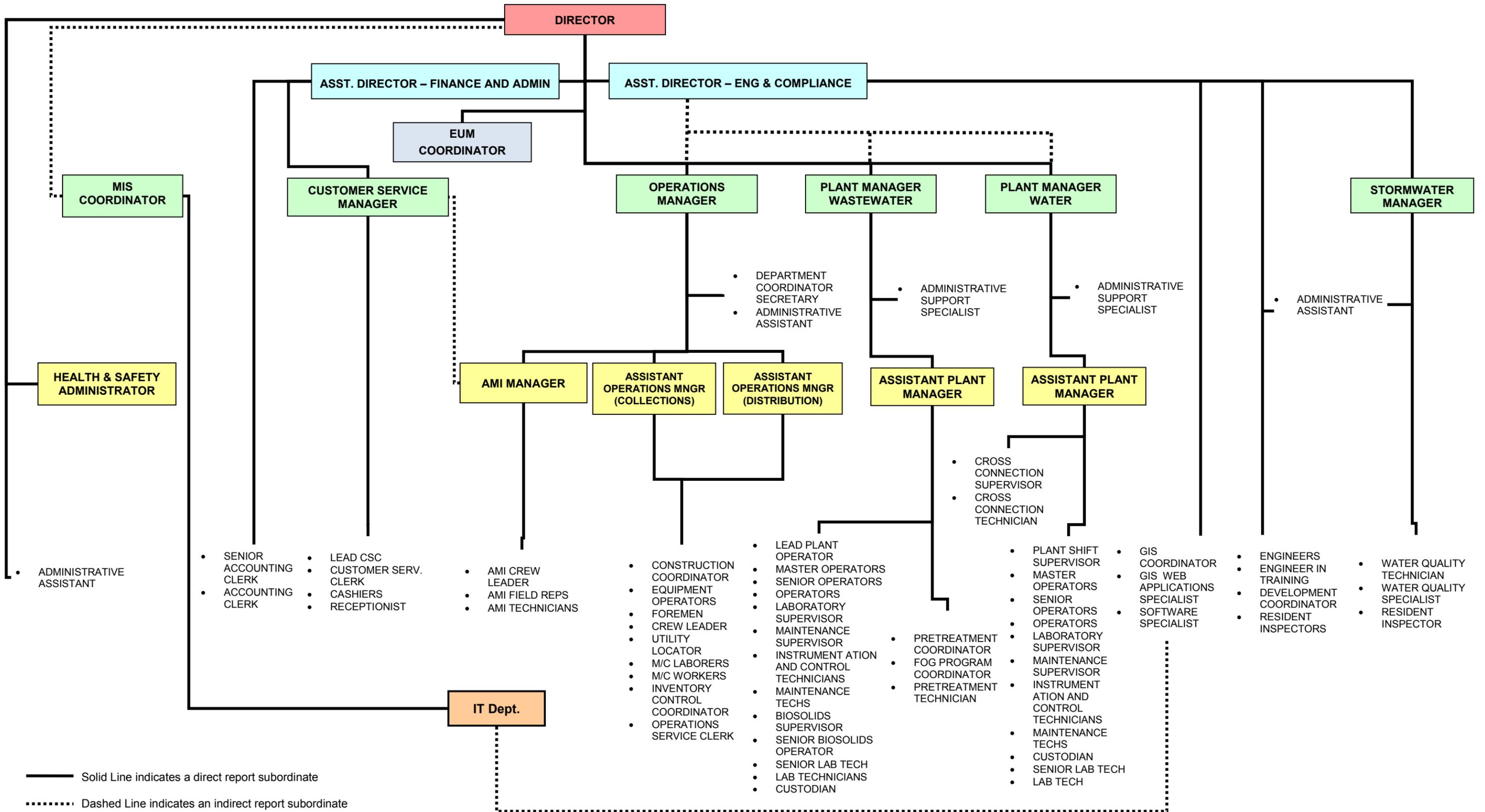
- To ensure that internal controls do not deteriorate and continue to work as designed over time, an annual risk assessment should be conducted by department management.

Procedures

- Evaluate and document the current state of the internal control system and document the differences between the criteria of the design and the current condition of internal control, for purposes of establishing a baseline.
- Determine whether to change the design of internal control or implement corrective actions to improve the operating effectiveness of internal control for differences that exist.
- Monitor internal control through built in monitoring activities and periodic separate evaluations and document the results.
- Evaluate differences to determine if 1) changes in internal control have occurred but have not been documented, 2) internal control has not been properly implemented, or 3) internal control design changes are needed.

APPENDIX
MURFREESBORO WATER & SEWER/STORMWATER FUND
ORGANIZATION CHART

MURFREESBORO WATER & SEWER DEPARTMENT EFFECTIVE JULY 1, 2013



ASPHALT PURCHASES 2016

DATE	PRODUCT	VENDOR	ESTIMATED QTY (TONS)	UNIT COST	QUOTE TOTAL	ACCEPT BID	WINNING BID	APPROVAL	NOTES
4/14/2016	Cold Mix	Lojac	40.22	\$73.00	\$2,936		Lojac	TT	<i>Single Source</i>
4/27/2016	Fine BM	Hawkins	43.89	\$52.04	\$2,284		Hawkins	TT	<i>Single Source</i>
5/3/2016	Fine BM	Hawkins	125.00	\$50.93	\$6,366	Y	Hawkins	TT	<i>Product not available</i>
		Hoover				N/A			
		Lojac	125.00	\$52.25	\$6,531	N			
5/4/2016	BM	Lojac	86.12	\$52.25	\$4,500	Y	Lojac	TT	
		Hawkins				N/A			<i>Hawkins Closed</i>
5/11/2016	Binder	Lojac	75.00	\$46.25	\$3,469	Y	Lojac	TT	<i>Quote good for 1 month</i>
		Hawkins	75.00	\$50.62	\$3,797	N			
		Hoover				N/A			<i>Not running state mix</i>
5/11/2016	Topping	Lojac	25.00	\$53.00	\$1,325	Y	Lojac	TT	
		Hawkins	25.00	\$54.18	\$1,355	N			
		Hoover				N/A			<i>Not running state mix</i>
5/13/2016	BM Binder	Hoover	20.00	\$50.79	\$1,016	Y	Hoover	TT	<i>Single Source</i>
		Lojac				N/A			<i>Product Not Available</i>
		Hawkins				N/A			<i>Product Not Available</i>
5/18/2016	Binder	Lojac	150.00	\$46.25	\$6,938	Y	Lojac	TT	<i>Low Bid for May</i>
6/6/2016	BM Binder	Hawkins	195.00	\$50.50	\$9,848		Hawkins	TT	<i>Low Bid for June</i>
		Hoover		\$51.00					
		Lojac		\$55.78					

Police Department
KARL DURR
Chief of Police
(615) 849-2673
kdurr@murfreesborotn.gov



July 15, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

- RE: A.: Request Purchase of Replacement Police Vehicles and Equipment**
- B.: Request Purchase of Tasers**
- C.: Contract Amendment with Gemini Communications for Communications Systems and Electronic Equipment Installation, Monitoring, Maintenance and Repair Services**
- D.: Request Purchase of Upgrade to Police Records Management System (RMS) Software**
- E.: Request Purchase of Electronic Patient Care Reporting Software (ePCR)**
- F.: Request Payment of Comcast Invoice for Fiber to Fire Station 10**
- G.: Request Purchase of Replacement Parking Enforcement Handheld Devices**

ITEM A: Request Purchase of Replacement Police Vehicles

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of two (2) replacement vehicles and emergency vehicle equipment for the Police Department with Risk Management funds.

Background

Purpose:

To purchase two (2) replacement Police vehicles and equipment for the Police Department with Risk Management funds.

Scope of Work:

The two (2) Police Pursuit Vehicles (PPV) to be replaced are Police Unit # 2122 and Police Unit # 2111 both of which were totaled in crashes on Monday, March 6, 2016 during a pursuit and apprehension of a kidnapping suspect. All of the units totaled were Ford Crown Victoria sedans and most of the emergency vehicle equipment that is removed, even if still functional, cannot be re-used in the Ford Interceptor SUVs.

**Honorable Mayor and Members of City Council
Consent Agenda Request
July 15, 2016**

Selection Process:

In reviewing the needs of the Officers relative to the marked, and in some cases un-marked, police vehicles, I have realized that the SUV style vehicle overwhelmingly provides the best patrol vehicle. The Ford Interceptor PPV SUV has All-Wheel-Drive (AWD), is much easier to get in and out of for uniformed officers, tends to provide better traction in all kinds of weather, accommodates 2-man units better (special assignment and training units), accommodates all of the equipment carried in the patrol vehicles much easier and the Ford Interceptor SUV averages one (1) MPG better than the Ford Interceptor Sedan.

I respectfully request Council approval to adopt the Ford Interceptor SUV vehicles for all marked, and in some cases un-marked, police vehicles for current and future purchases, unless a specific need arises to the contrary, and to also include all purchases that relate to totaled Police vehicles that require the use of Risk Management funds.

The Police Interceptor SUV vehicles will be purchased from the low bidder (Ford of Murfreesboro) as approved by Council on September 26, 2013 for Police Vehicles 2013 and the emergency vehicle equipment will be purchased from the low bidders (On-Duty Depot and Trucker's Lighthouse) as approved by Council on August 28, 2014 for Vehicle Equipment 2014. Current period pricing sheets for Vehicles 2013 and Vehicle Equipment 2014 are provided for your reference.

Fiscal Impact

If approved, the total cost of the Ford Interceptor PPV SUV vehicles and respective emergency vehicle equipment (**\$396,781.50**) will be funded from Risk Management Funds. The Police vehicles and equipment to be purchased is shown below:

Ford Interceptor PPV SUV Vehicles & Respective Equipment					
	Item	Low Bidder	Qty.	Cost Each	Extended Cost
1.	2017 Ford Interceptor PPV SUV	Ford of Murfreesboro	2	\$28,076.00	\$56,152.00
2.	Respective Vehicle Equipment	On-Duty & Trucker's	2	\$11,602.15	\$23,204.30
Total Cost					\$79,356.30

The breakdown of the cost of the respective vehicle equipment is provided for your reference.

Recommendation

It is recommended that City Council approve the purchase of the two (2) replacement Ford Interceptor PPV SUV vehicles and respective emergency vehicle equipment as outlined above with funding from Risk Management Funds.

Attachment

1. Vehicles 2013 Bid Cost – 3rd Period Pricing
2. Vehicle Equipment 2014 Bid Cost – 3rd Period Pricing
3. Vehicle Equipment Cost Sheet – Risk Management

ITEM B: Request Purchase of Tasers

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of Tasers for the Police Department as approved in the 2016–2017 Police Department Budget, Additions to Fixed Assets, Org 10210009, Object 594200, General Purpose Machinery & Equipment.

Background

Purpose:

To purchase twenty-five (25) Tasers for the Police Department.

Scope of Work:

The Tasers will be purchased from the current bid contract for Tasers 2016 ITB as approved by Council on May 19, 2016.

Fiscal Impact

The total expenditure for the Tasers is as follows:

Tasers			
		Cost Each	Extended Cost
Tasers	25	\$1,567.23	\$39,180.75

This amount (\$39,180.75) is **\$819.25 below** the budgeted amount of \$40,000.00.

Recommendation

It is recommended that City Council approve the purchase of the twenty-five (25) Tasers from Taser International with the 2016-2017 Police Department Budget, Additions to Fixed Assets, Org 10210009, Object 594200, General Purpose Machinery & Equipment as outlined above.

Attachment

1. Tasers 2016 Bid Cost – 1st Period Pricing

ITEM C: Contract Amendment with Gemini Communications for Communications Systems and Electronic Equipment Installation, Monitoring, Maintenance and Repair Services

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the contract amendment with Gemini Communications, Inc. for the installation, monitoring, maintenance and repair of Communication Systems and Electronic Equipment.

Background

Purpose:

To amend the contract with Gemini Communications, Inc. extending the contract for these services for one (1) year for the City of Murfreesboro.

Scope of Work:

On Thursday, May 22, 2014 Council approved the request to use the Competitive Sealed Proposal (CSP) Method of procurement for Installation, Monitoring, Maintenance and Repair services for various City owned Communication Systems and Electronic Equipment (not to include current telephone systems). A Competitive Sealed Proposal (CSP) was issued on Friday, March 14, 2014 to two (2) local vendors and a Legal Notice was published in the Murfreesboro Post on Monday, May 26, 2014 and in the Tennessee Tribune on Thursday, June 5, 2014. Proposals were received and opened on Monday, July 14, 2014 at 3:00 p.m. local time in the Office of the City Manager.

The initial contract period for this proposal is from the date of contract execution until June 30, 2016. An extension of the term of this Contract will be affected through an amendment approved by the City Council for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years. This is the first extension requested.

Fiscal Impact

The cost of this contract is relative to each respective Department's budget for these services.

Recommendation

It is recommended that City Council approve the contract amendment with Gemini Communications, Inc. for the installation, monitoring, maintenance and repair of Communication Systems and Electronic Equipment as outlined above.

Attachment

- 1) Contract Amendment

ITEM D: Request Purchase of Upgrade to Police Records System (RMS) Software with CIP Funds

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of the upgrade of our Police Records System and Inform software with 2016 Capital Improvement Plan (CIP) funds.

Background

Purpose:

To purchase the upgrade services to the Police Records Management System for the Police Department with CIP funds.

Scope of Work:

The upgrade of the Police Records Management System software is included in our annual maintenance program. However, due to this being a new base version, the costs for implementation and training are billed separately. The costs were included in the CIP funding request under the Public Safety Software line. This upgrade will allow us to begin using the web-enabled Field Based Reporting and provide for improved data analysis of crime data. We have a software support contract in place for these services.

Tritech Implementation Services	RMS	\$25,250.00
Project Management and Estimated Travel	RMS	\$21,002.00
Tritech Implementation Services	Inform IQ	\$5,300.00
Recurring User Subscription	Inform IQ	\$7,300.00
Total		\$58,852.00

Recommendation

It is recommended that City Council approve the purchase of the Police Records Management System upgrade as outlined above with funding from CIP Funds.

Attachment

4. Tritech Quotation QUO-95231-8YVDY8
5. Tritech Quotation Q-0015456

ITEM E: Request Purchase of Electronic Patient Care Reporting Software (ePCR) with CIP Funds

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police and Chief of Fire Rescue that City Council approve the purchase of Electronic Patient Care Reporting software with 2016 Capital Improvement Plan (CIP) funds.

Background

Purpose:

To purchase the Electronic Patient Care Reporting (ePCR) software with budgeted 2016 Capital Improvement Plan (CIP) funds.

Scope of Work:

The electronic patient care reporting solution provides for a web-based mobile solution to capture and route all pre-hospital, clinical and system information on mobile based computers. ePCR simplifies data input and improves access to the patient data. The software is touch screen driven and offers advanced reporting of all data captured in the field. There is built-in quality assurance and control for medical oversight.

ePCR Software	\$14,400.00
ePCR Implementation	\$12,000.00
Total	\$26,400.00

Recommendation

It is recommended that City Council approve the recommendation to purchase the Electronic Patient Care Reporting software from the 2016 CIP Budget as outlined above.

Attachment

1. Zoll Data Order No 00011803

ITEM F: Request Payment of Comcast Invoice for Fiber to Fire Station 10

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the payment of the Comcast Invoice for installing fiber optic cabling to our I-Net system to Fire Station 10 at a total cost of \$48,808.00 from 2016 Capital Improvement Plan (CIP) funds.

Background

Purpose:

To allow for network connectivity to provide for station tones, computer access for records management and email, video conferencing and telephone communication.

Scope of Work:

Comcast is the sole provider of services related to the maintenance and expansion of the existing I-Net for the City.

Fiscal Impact

If approved, the cost totaling **\$48,808.00** for fiber installation will be funded from the 2016 Capital Improvement Plan (CIP) funds.

Recommendation

It is recommended that City Council approve the payment of the invoice amount for the fiber installation at a total cost of \$48,808.00 from the 2016 Capital Improvement Plan (CIP) funds.

Attachment

1. Comcast Invoice

ITEM G: Request Purchase of Replacement Parking Enforcement Handheld Devices

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of replacement devices for Parking Enforcement Officers from 2016 Capital Improvement Plan (CIP) funds.

Background

Purpose:

To replace equipment purchased in 2006 that has reached end of life and is no longer serviceable.

Scope of Work:

Replacement of the handheld equipment from Cardinal Tracking whose parking enforcement system we have used since 1995. The current devices have reached end of life and have begun experiencing reliability issues. The new devices provide for cellular connectivity to provide real-time updates of citations and payments. The purchase of the new devices will allow for the overall system to be upgraded to the latest version as part of our annual maintenance.

Fiscal Impact

If approved, the cost of totaling **\$13,959.00** for the handheld devices will be funded from the 2016 Capital Improvement Plan (CIP) funds.

Recommendation

It is recommended that City Council approve the purchase of handheld parking enforcement devices at a total cost of \$13,959.00 from the 2016 Capital Improvement Plan (CIP) funds.

Attachment

1. Cardinal Tracking Estimate

James K. Durr
Chief of Police

C: Deputy Chief Mike Bowen
Assistant Chief Eric Cook

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Council on: 26-Sep-2013

Bid Opening Date: Monday, September 16, 2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro Cost Each	Walker Chevrolet Cost Each	TT of G Murfreesboro Cost Each	Country Ford Cost Each	Beaman Dodge Cost Each	Beaman Toyota Cost Each	Beaman Ford Cost Each
1	Ford Int. PPV - P2L Bid Price is effective through August 31 of each respective period?						P2L (FWD)	N/A
2	Ford Int. PPV - P2M Bid Price is effective through August 31 of each respective period?	\$24,688.00	P2M (AWD)					N/A
3	Ford Int. PPV SUV - K7A Bid Price is effective through August 31 of each respective period?	YES						
4	Ford Int. PPV SUV - K8A Bid Price is effective through August 31 of each respective period?	\$26,284.00	K8A (AWD)					
5	Chevrolet Cap PPV - 1SB Bid Price is effective through August 31 of each respective period?	YES	\$26,334.00	1SB				
6	Chevrolet Cap PPV - 1SC Bid Price is effective through August 31 of each respective period?		N/A	1SC				
7	Chevrolet Imp PPV - 9C1 Bid Price is effective through August 31 of each respective period?		\$20,111.00	9C1				
8	Chevrolet Imp PPV - 9C3 Bid Price is effective through August 31 of each respective period?		\$20,111.00	9C3				
9	Chev Tah 2WD PPV - CC10706 Bid Price is effective through August 31 of each respective period?		June 30					
10	Chev Tah 4WD SS - CK10706 Bid Price is effective through August 31 of each respective period?		N/A					
11	Dodge Chg PPV V6 - LDDE48 Bid Price is effective through August 31 of each respective period?					N/A	LDDE48 (V6)	
12	Dodge Chg PPV V8 - LDDE48 Bid Price is effective through August 31 of each respective period?					N/A	LDDE48 (V8)	

THIS VEHICLE MODEL IS NO LONGER AVAILABLE

NO BIDS AWARDED FOR THIS VEHICLE DUE TO MODEL YEAR CHANGE AND CURRENT PRICING IS NOT AVAILABLE FROM MANUFACTURER UNTIL 1ST QUARTER OF 2014.

NO BIDS AWARDED FOR THIS VEHICLE DUE TO MODEL YEAR CHANGE AND CURRENT PRICING IS NOT AVAILABLE FROM MANUFACTURER UNTIL 1ST QUARTER OF 2014.

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Council on: 26-Sep-2013

Bid Opening Date: Monday, September 16, 2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
13	Full Size Sedan 4DR Bid Price is effective through August 31 of each respective period?		\$25,897.00 June 30	Chev Impala LTD (2LT)				
14	SUV Small Size 2WD Bid Price is effective through August 31 of each respective period?					N/A	Jeep Compass (MKTE49)	
15	SUV Small Size 4WD Bid Price is effective through August 31 of each respective period?					N/A	Jeep Compass (MKJE49)	
16	SUV Mid Size 2WD Bid Price is effective through August 31 of each respective period?			\$21,759.00 YES	Chev Equinox FWD			
17	SUV Mid Size 4WD Bid Price is effective through August 31 of each respective period?			\$23,129.00 YES	Chev Equinox AWD			
18	SUV Full Size 2WD Bid Price is effective through August 31 of each respective period?			\$25,526.80 YES	Chev Traverse FWD			
19	SUV Full Size 4WD Bid Price is effective through August 31 of each respective period?			\$27,446.80 YES	Chev Traverse AWD			
20	SUV SS Full Size 2WD Bid Price is effective through August 31 of each respective period?					N/A	Dodge Durango (WDDE75)	
21	SUV SS Full Size 4WD Bid Price is effective through August 31 of each respective period?	\$32,439.00 YES	Ford Expedition (U1G)			N/A		
22	Pickup Mid Size Ext 2WD Bid Price is effective through August 31 of each respective period?	\$22,957.00 YES	Ford F-150 (X1C)					
23	Pickup Mid Size Ext 4WD Bid Price is effective through August 31 of each respective period?	\$25,971.00 YES	Ford F-150 (X1E)					
24	PK Full Size Reg 1/2 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$19,289.00 YES	Ford F-150		

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013 Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beamman Dodge	Beamman Toyota	Beamman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
25	PK Full Size Reg 1/2 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$20,953.00 YES	Ford F-150		
26	PK Full Size Ext 1/2 Ton 2WD Bid Price is effective through August 31 of each respective period?					Ford F-150	Ford F-150 (X1C)	N/A N/A
27	PK Full Size Ext 1/2 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$23,438.00 YES	Ford F-150		
28	PK Full Size Crew 1/2 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$22,589.00 YES	Ford F-150		
29	PK Full Size Crew 1/2 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$25,661.00 YES	Ford F-150		
30	PK Full Size Reg 3/4 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$21,144.00 YES	Ford F-250		
31	PK Full Size Reg 3/4 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$23,576.00 YES	Ford F-250		
32	PK Full Size Ext 3/4 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$23,454.00 YES	Ford F-250		
33	PK Full Size Ext 3/4 Ton 4WD Bid Price is effective through August 31 of each respective period?	\$26,085.00 YES	Ford F-250 (X2B)					
34	PK Full Size Crew 3/4 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$24,272.00 YES	Ford F-250		
35	PK Full Size Crew 3/4 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$26,708.00 YES	Ford F-250		
36	PK Full Size Reg 1 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$22,523.00 YES	Ford F-350		

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beamman Dodge	Beamman Toyota	Beamman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
37	PK Full Size Reg 1 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$24,959.00 YES	Ford F-350		
38	PK Full Size Ext 1 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$24,637.00 YES	Ford F-350		
39	PK Full Size Ext 1 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$27,073.00 YES	Ford F-350		
40	PK Full Size Crew 1 Ton 2WD Bid Price is effective through August 31 of each respective period?				\$25,855.00 YES	Ford F-350		
41	PK Full Size Crew 1 Ton 4WD Bid Price is effective through August 31 of each respective period?				\$28,295.00 YES	Ford F-350		
42	Van Pass 4DR Mid Size Bid Price is effective through August 31 of each respective period?	\$22,076.00 YES	Ford Transit Connect (S8F)					
43	Van HD Cargo REG 3/4 Ton Bid Price is effective through August 31 of each respective period?					Ford E-250 (E2E)		N/A
44	Van HD Cargo EXT 3/4 Ton Bid Price is effective through August 31 of each respective period?					Ford E-250 (S2E)		N/A
45	Van HD Cargo REG 1 Ton Bid Price is effective through August 31 of each respective period?					Ford E-350 (E3E)		N/A
46	Van HD Cargo EXT 1 Ton Bid Price is effective through August 31 of each respective period?	SEE BELOW	Ford Transit Connect (W2Z)					
47	Van 15 Pass HD 1 Ton Bid Price is effective through August 31 of each respective period?	\$28,562.00 YES	Ford Transit Connect (X2Z)					
48	Hybrid Sedan Mid Size 4DR Bid Price is effective through August 31 of each respective period?		New Style Avail 02/2016	Chev Malibu Eco (1GC69)				

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013 Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beamam Dodge	Beamam Toyota	Beamam Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
49	Hybrid Sedan Full Size 4DR					Avalon (3506)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
50	Hybrid SUV Small Size 4DR 2WD							
	Bid Price is effective through August 31 of each respective period?							
51	Hybrid SUV Mid Size 4DR 2WD					Highlander (6966)	N/A	
	Bid Price is effective through August 31 of each respective period?					2WD Version no longer available - AWD is substitute	N/A	
52	Hybrid SUV Full Size 4DR 2WD							
	Bid Price is effective through August 31 of each respective period?							
53	Electric Nissan Leaf 4Dr Sedan							
	Bid Price is effective through August 31 of each respective period?							
NO BIDS WERE RECEIVED FOR THESE VEHICLES								
NO BIDS WERE RECEIVED FOR THESE VEHICLES								
NO BIDS WERE RECEIVED FOR THESE VEHICLES								
43	Van HD Cargo REG 3/4 Ton						Ford 3/4 Ton Transit - Low Roof (R1Z)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
43	Van HD Cargo REG 3/4 Ton						Ford 3/4 Ton Transit - Medium Roof (R1C)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton						Ford 3/4 Ton Transit - Low Roof (R2Z)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton						Ford 3/4 Ton Transit - Medium Roof (R2C)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton						Ford 3/4 Ton Transit - High Roof (R2X)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton						Ford 1 Ton Transit - Low Roof (W2Z)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton						Ford 1 Ton Transit - Medium Roof (W2C)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton						Ford 1 Ton Transit - High Roof (W2X)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

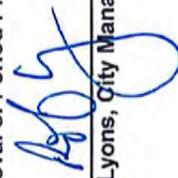
Council on: 26-Sep-2013

Bid Opening Date: Monday, September 16, 2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
46	Van HD Cargo EXT 1 Ton							
	Bid Price is effective through August 31 of each respective period?				Ford 1 Ton Transit - Low Roof (W2Z)			\$25,861.00
46	Van HD Cargo EXT 1 Ton							YES
	Bid Price is effective through August 31 of each respective period?				Ford 1 Ton Transit - Medium Roof (W2C)			\$26,427.00
46	Van HD Cargo EXT 1 Ton							YES
	Bid Price is effective through August 31 of each respective period?				Ford 1 Ton Transit - High Roof (W2X)			\$28,085.00
46	Van HD Cargo EXT 1 Ton							YES

Approval of Period Pricing:



Rob Lyons, City Manager

1/26/16
Date

CITY OF MURFREESBORO

BID SUMMARY

FOR

MURFREESBORO POLICE DEPARTMENT

VEHICLE EQUIPMENT - 2014

Council: 28-Aug-2014

30-Jun-2016

1-Jul-2015 to

Bid Opening Date: 25-Aug-14

Item #	Item Description	Qty.	Truckers Lighthouse	On-Duty Depot
Section A				
1	Federal Signal Valor Lightbar Package	1		\$2,369.00
Section B				
2	Whelen SP8 Lightbar Package	1		\$2,078.95
Section C				
1 - 6	Setina Products Package	1	\$1,471.01	
Section D				
1 - 7	Jotto Desk / Patriot / Kodiak Products Package	1		\$1,875.83
Section E				
1 - 7	Havis Products Package	1	\$1,682.77	
Section F				
1 - 2	AEDEC Products Package	1		\$1,115.00
Section G				
1 - 7	American Aluminum Products Package	1	\$3,241.00	

Items in **YELLOW HIGHLIGHT** are the low bids for each of the items bid that met specifications.

The vendor awarded the contract per the low bids for each item was also awarded all sub items for each respective manufacturer. Sub-items include ALL items manufactured by the respective manufacturer.

Approval of Period Pricing:



Rob Lyons, City Manager

3/1/16

Date

MURFREESBORO POLICE DEPARTMENT

Interceptor SUV (Patrol - Fully Equipped - Risk Mgmt Funds)

Total Units: 10

Ordered

#	Product	Procurement Method	Vendor	Total Cost
1		<u>Lighting</u>		
2	Federal Signal	ITB - Vehicle Equipment 2014	On-Duty Depot	\$68,081.80
3	Whelen	ITB - Vehicle Equipment 2014	On-Duty Depot	\$0.00
4				
5		Total Lighting Cost		\$68,081.80
6		<u>Equipment</u>		
7	Jotto	ITB - Vehicle Equipment 2014	On-Duty Depot	\$4,180.00
8	Setina	ITB - Vehicle Equipment 2014	Trucker's Lighthouse	\$22,869.70
9	American Aluminum	ITB - Vehicle Equipment 2014	Trucker's Lighthouse	\$0.00
10	Weapons Vault	ITB - Vehicle Equipment 2014	Trucker's Lighthouse	\$20,890.00
11		Total of Lines 7 through 10	\$47,939.70	
12	Shotgun	ITB - Pistols - Rifles - Shotguns 2012	Craig's Firearm Supply	\$0.00
13	Rifle	ITB - Pistols - Rifles - Shotguns 2012	Clyde Armory	\$0.00
14	Mobile Radio - Vertex	ITB - Two-Way Radio 2010	Gemini	\$0.00
15	Mobile Radio - Motorola	State of Tennessee Contract (SWC-420 & SWC-421)	Motorola	\$0.00
16	In-Car Video System	ITB - Video Systems 2011	Insight Public Sector	\$0.00
17	MCT System	GSA Contract (GS-35F-0143R) (Cage Code 3F1Q4) (Synnex Corp.)	Simply Mac	\$0.00
18	MCT Printer	U.S. Communities (Contract #: XXXXXXXXXXXXX)	Insight Public Sector	\$0.00
19	Radar System - Kustom	ITB - Radar Systems 2014	Kustom Signals	\$0.00
20	Radar System - Stalker	ITB - Radar Systems 2014	Applied Concepts	\$0.00
21				
22				
23		Total Equipment Cost		\$47,939.70
		TOTAL LIGHTING & EQUIPMENT		\$116,021.50
NOTES				Cost Per Vehicle \$11,602.15

CITY OF MURFREESBORO
 PERIOD BID PRICING
 FOR
 MURFREESBORO POLICE DEPARTMENT
 TASERS 2016

Bid Opening Date: **11-May-16**

1st Period: **Bid Award**

to **30-Jun-17**

Council: **19-May-16**

Item #	Item Description	Qty.	Taser Item #	Taser International	Gulf States Distributors	
1	Handle, Yellow, Class III, X2	1	22003	\$1,078.79	\$1,076.00	
2	TPPM, Battery Pack, Tactical, Pinky Extender, X2/X26P	1	22012	\$57.08	\$56.40	
3	Kit, Dataport Download, USB, X2/X26P	1	22013	\$172.57	\$170.50	
4	Cartridge, Performance, Smart, 15', X2	1	22150	\$30.89	\$30.50	
5	Cartridge, Performance, Smart, 25', X2	1	22151	\$33.00	\$32.60	
6	Holster, Blackhawk, Right, X2, 44HT01BK-R-B	1	22501	\$68.97	\$68.15	
7	Holster, Blackhawk, Left, X2, 44HT01BK-L-B	1	22504	\$68.97	\$68.15	
8	Warranty, 4-Year, X2	1	22014	\$329.39	\$329.39	
Total Bid Price				\$1,839.66	\$1,831.69	

Notes: Bid was awarded based on the low bid for the Total Bid Price of all eight (8) items. The Low Bidder that met all bid requirements, Taser International, is in Bold and Gray. Gulf States Distributors, Inc. did not properly complete the Non-Collusion Affidavit of Prime Bidder, thus disqualifying their bid.

**FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
GEMINI COMMUNICATIONS INCORPORATED
FOR
COMMUNICATIONS SYSTEMS AND ELECTRONIC EQUIPMENT
INSTALLATION, MONITORING, MAINTENANCE AND REPAIR SERVICES**

This First Amendment ("First Amendment") to the Contract entered August 7, 2014 ("Contract") is effective as of this 21 day of July, 2016, by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Gemini Communications Incorporated, a corporation of the state of Tennessee, ("Contractor").

RECITALS

WHEREAS, on August 7, 2014, the City entered into a contract with Gemini Communication, Incorporated, for the provision of communication systems and electronic equipment installation, monitoring, maintenance and repair services; and,

WHEREAS, the term of the contract between the City and Contractor is currently from August 7, 2014 through June 30, 2016; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to provision B.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, 2016 until June 30, 2017.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

GEMINI COMMUNICATIONS, INC.

By: _____
Shane McFarland, Mayor

By: _____
Thomas D. Berkes III, Vice President

Approved as to form:

Craig Tindall, City Attorney

STATE OF _____)

COUNTY OF _____)

: ss

Before me, the undersigned notary public, personally appeared Jane Hamrick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Executive Director, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Proposal/Sales Quotation

Quotation QUO-95231-8YVDY8

Quotation Date: 5/20/2016

General & Client Information

<p>Agency Name: Murfreesboro Police Department</p> <p>System Description: Murfreesboro RMS Web Upgrade</p> <p>Client Contact: William Terry</p> <p>Contact Phone: (615) 907-2249</p> <p>Contact Email: wterry@murfreesborotn.gov</p> <p>Expiration Date:</p> <p>Presented By: Angie Shepherd</p>	<p>Bill To: 302 South Church St Murfreesboro TN USA 37130-3732</p> <hr/> <p>Ship To: 302 South Church St Murfreesboro TN USA 37130-3732</p>
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Project Products & Services

TriTech Implementation Service Fee(s)

RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform RMS 3-Day Workshop and Consultation	\$4,200.00	3	\$12,600.00
Inform RMS Business Analysis and Consultation Services (Two 2-Hours Remote Sessions)	\$750.00	1	\$750.00
Inform RMS Server Installation and Configuration	\$7,700.00	1	\$7,700.00
Inform RMS User Training - Field Officers (3 Days)	\$4,200.00	1	\$4,200.00
<i>Inform RMS Implementation Service Fee(s) Subtotal:</i>			\$25,250.00

TriTech Implementation Service Fee(s) Total: \$25,250.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$3,927.00	1	\$3,927.00
Estimated Travel Expenses (To be billed as incurred)	\$14,275.00	1	\$14,275.00
Onsite Go Live Support (2 days, one person, single shift)	\$2,800.00	1	\$2,800.00

Project Related Fee(s) Total: \$21,002.00

Project Total: \$46,252.00

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$46,252.00
		Sales Tax Amount: \$0.00

Quote Total: \$46,252.00

Optional Items

Product Name	Unit Price	Qty	Total Price
Inform RMS 3-Day Workshop and Consultation	\$4,200.00	1	\$4,200.00
Inform RMS Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00

Summary Information & Project Notes

Workshop #1 - Configuration and Admin Workshop (3 days onsite)

Workshop #2 - Validation and Readiness Workshop (3 days onsite)

Workshop #3 (OPTIONAL) - Configuration and Admin workshop for Other Event (3 days onsite) – Build Your Own Module (such as create your own capture forms for Use of Force, K9, Sex Offender Registration, etc), Case Management, and Off-Line Incident Entry.

Workshop #4 - Web RMS Modules: Property & Evidence

Output Designer Workshop (OPTIONAL) - How to use the output designer tool to design outputs to make templates for incidents and other events print out to look like an actual form. (Aimed at those with knowledge of SSRS.)

User Training - Field Officers (3 day) - Train-the-Trainer session for up to 10 users. (one 3-day session)

* The training suggested is based off the modules available in Web RMS at the time the quote is delivered. As other modules become available in the Web environment, additional training may be required.

Terms and Conditions

Payment terms are as follows

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the

cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

Quotation Issued by: Angie Shepherd Email: angie.shepherd@tritech.com Phone: (910) 602-4064	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Signature Client Authorized Representative

Title

Date

Proposal/Sales Quotation

Quotation Q-00015456	Quotation Date: 5/20/16
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General & Client Information

Agency Name: Murfreesboro Police Department System Description: Product Config - Murfreesboro – Inform IQ Client Contact: William Terry Contact Phone: (615) 907-2249 Contact Email: wterry@murfreesborotn.gov Expiration Date: Presented By: Angie Shepherd	Bill To: 302 South Church St Murfreesboro TN USA 37130-3732 Ship To: 302 South Church St Murfreesboro TN USA 37130-3732
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Project Products & Services

TriTech Implementation Service Fee(s)

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
TRITECH.COM IQ 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ ANALYTICS 1 Day Dashboard End User Training (Remote)	\$1,400.00	1	\$1,400.00
TRITECH.COM IQ ANALYTICS 1/2 Day Reporting End User Training (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ ANALYTICS Set Up Services (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ Setup and Conversion Services (Up to 5 years for TT Products)	\$1,100.00	1	\$1,100.00

Inform IQ Implementation Service Fee(s) Subtotal: \$5,300.00

TriTech Implementation Service Fee(s) Total: \$5,300.00

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
TRITECH.COM IQ ANALYTICS 5 Concurrent User Bundle One Year Subscription	\$2,500.00	1	\$2,500.00
TRITECH.COM IQ Search (B - 11-40 Concurrent Users) One Year Subscription	\$4,800.00	1	\$4,800.00

Recurring Fee(s) (Year 1): \$7,300.00

Project Total: \$12,600.00

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$12,600.00
		Sales Tax Amount: \$0.00

Quote Total: \$12,600.00

Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
TRITECH.COM IQ ANALYTICS 5 Concurrent User Bundle One Year Subscription	\$2,500.00	1	\$2,500.00
TRITECH.COM IQ Search (B - 11-40 Concurrent Users) One Year Subscription	\$4,800.00	1	\$4,800.00

Recurring Fee(s) (Year 2): \$7,300.00

Terms and Conditions

Payment terms are as follows

Subscription License Terms:

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote, unless a fully executed version of this agreement is already in place between your agency and TriTech.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Quotation Issued by: Angie Shepherd Email: angie.shepherd@tritech.com Phone: (910) 602-4064	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

Purchase Order required and attached, reference PO# _____ on invoice.

No Purchase Order required to invoice.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date

**ZOLL Data Systems, Inc.
Master Software License Agreement**

Order No:00011803

THIS MASTER SOFTWARE LICENSE AGREEMENT ("MSLA") is made as of May 19, 2016 (the "Effective Date"), by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021 ("ZOLL") and Murfreesboro Fire & Rescue Department (the "Customer").

Bill To: Murfreesboro Fire & Rescue Department 302 South Church Street Murfreesboro, TN 37130	Ship To: Murfreesboro Fire & Rescue Department Attn: Laurie Alsup, lalsup@murfreesborotn.gov 220 N.W. Broad Street Murfreesboro, TN 37130 Shipping:
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Territory Manager: Roderick Carrasco

Expires: June 30, 2016

ePCR								Annual Cost or	Monthly Cost
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	One Time Charge		
HSEPCRPR	SUB	Subscription RescueNet ePCR Premium (Per PCR/Month)	800	\$1.50		\$1.50	\$14,400.00		\$1,200.00

Professional Services								Annual Cost or	Monthly Cost
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	One Time Charge		
RNT	---	RescueNet ePCR Implementation Day (Excludes T&E)	8	\$1,500.00		\$1,500.00	\$12,000.00		N/A

ANNUAL FEES:	\$14,400.00
MONTHLY FEES:	\$1,200.00
PROFESSIONAL SERVICES:	\$12,000.00

Payment Terms: The first invoice issued under this agreement will be issued upon completion of the implementation services and will be for the sum of any PROFESSIONAL SERVICES fees and any ONE TIME FEES listed above if applicable. In addition, ZOLL will invoice Customer at the end of each calendar month during the Term for the amount of the Monthly Fees listed above. Monthly Fees resulting from a purchase of additional licenses or an upgrade to a higher level model will be added to the next monthly invoice. Otherwise, the invoice for the first Monthly Fees hereunder will be issued 90 days after the Effective Date, or upon completion of the implementation, whichever is earlier, with the exception of the Eligibility Module which will start billing on the date agreed upon (and noted in the comment section above) at the time of contract signing, which will in no case be more than 120 days from contract signing. All amounts are due within 30 days after the date of the invoice. The Total Professional Services fees, the One Time Fees and the Monthly Fees are hereinafter referred to collectively as the 'Software Fees'.

Maintenance Fees: Maintenance Fees are included in the Monthly Fees. For purposes of this Agreement, all references to Maintenance Fees shall mean Monthly Fees. Maintenance Fees for third party software are set by the software vendor.

Service Fees: Service Fees are specified in each SOW. Customer will also reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL in providing the Services.

Scope of License: Software is licensed based upon the License Type and quantity purchased, as more particularly set forth above and in the attached License Description Addendum.

Tax Exempt Status: If Customer is tax exempt or pays state taxes directly, then prior to invoicing, Customer must provide ZOLL with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction.

* **Annual Fee:** The Annual Fees shown above are for twelve-month periods during the Term (beginning on the Effective Date), which will be invoiced and paid as the Monthly Fees as shown above.

* **Monthly Fee (Subject to Adjustment):** The Monthly Fees shown are based on the following options, determined by product: The quantity (Qty) of concurrent users for Dispatch, CommCAD, and Billing; the Qty of Stations for FireRMS; the Qty of Customer Vehicles for Navigator and @Work; the Qty of Facilities for NetTransit; the Qty of employee resources for Crew Scheduler; the Qty of the tier (based on number of visits) for EMS Mobile Health; and for ePCR, the Qty of PCRs listed in the line item above (the PCR Volume). In the case of ePCR, following 12 months of service (from the completion of implementation), ZOLL will conduct an annual audit of PCR Volume. Should PCR volume exceed 110% of quantity for the 12 month period, ZOLL will invoice customer for the excess above quantity at the per PCR price listed in the line item above. Should a shortage greater than 10% of PCR Volume exist for the 12 month period, ZOLL will issue a credit in the amount of 10% of the Annual Fee. Future billings for ePCR will be adjusted based on the new PCR Volume as determined by the audit for the following 12 month period. For EMS Mobile Health, adjustments to the pricing are outlined in Exhibit E. For NetTransit, @Work, and Crew Scheduler ASP, Monthly Fees will be determined by the previous month's actual usage. For the other products, adjustments to the Qty will be handled through an additional ASPA.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Order No:00011803

The person signing below represents and warrants that she or he has the authority to bind Customer to the terms of this MSLA. By signing below, the parties agree to the terms and conditions of this MSLA. Once signed, any reproduction of this MSLA, or any attachment or exhibit hereto, made by reliable means (for example, photocopy or facsimile) is considered an original and all Software, Services and Maintenance Services ordered and provided under this MSLA will be subject to it.

ZOLL Data Systems, Inc.

Murfreesboro Fire & Rescue Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Terms and Conditions

ZOLL shall provide Software and perform Maintenance Services and Services from time to time pursuant to this MSLA and any SOW executed by both parties. Each SOW executed by the parties will include, and incorporate therein, the applicable terms and conditions of this MSLA. Except for the execution of SOWs for Services, any different or additional terms of a related purchase order, confirmation or similar form signed by the parties after the date hereof shall have no force or effect.

1. DEFINITIONS.

- 1.1 "Annual Fee" means the amount of Monthly Fees that Customer is required to pay under this MSLA in each twelve-month period during the Term beginning on the date identified in the Initial Order.
- 1.2 "Deployment Date" means the date upon which the deployment of the Software is complete and the Software is able to function as described in the Documentation.
- 1.3 "Documentation" means the user's manuals provided to Customer along with the Software.
- 1.4 "Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.
- 1.5 "Fees" means, collectively, the Software Fees, the Maintenance Fees and the Services Fees.
- 1.6 "Initial Order" means the written, mutually executed document preceding these terms and conditions.
- 1.7 "Intellectual Property Rights" means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.
- 1.8 "License Type" means the type of a Software license granted hereunder, as identified on the Initial Order and as described herein and on Exhibit C.
- 1.9 "Maintenance Fees" means ZOLL's then current standard fees for the Maintenance Services.
- 1.10 "Maintenance Services" means those maintenance and support services to be provided by ZOLL to Customer with respect to the Software pursuant to Section 5 below.
- 1.11 "Monthly Fees" means ZOLL's then current standard recurring monthly fees for the license of Software set forth in the Initial Order or any subsequent Order Form. Monthly Fees are part of the Software Fees.
- 1.12 "Order Form" means a written document mutually agreed to and signed by the parties and made a part of this MSLA, setting forth such additional Software and/or user seats to be provided to Customer under the terms of this MSLA during the Term.
- 1.13 "Service Fees" means the fees for the provision of Services set forth on the applicable SOW executed by the parties.
- 1.14 "Services" means those installation, professional and other services and assistance to be provided by ZOLL or its subcontractors to Customer as described in this MSLA and any applicable SOW executed by the parties.
- 1.15 "Software" means the computer software program or programs described in the Initial Order and any Order Form, as well as any modified, updated or enhanced versions of such programs that ZOLL may provide to Customer pursuant to the Services and/or Maintenance Services.
- 1.16 "Software Fees" means ZOLL's then current standard fees for the license of Software set forth in the Initial Order or any subsequent Order Form.
- 1.17 "Source Code" means the human readable version of a software program that can be compiled into Executable Code.
- 1.18 "SOW" means the engagement plan for Services to be performed by ZOLL and must be agreed to and signed by both parties before becoming effective.

2. LICENSE GRANT, RESTRICTIONS AND OWNERSHIP.

2.1 Software License Grant. Subject to the terms and conditions of this MSLA, ZOLL grants to Customer a perpetual (subject to Section 11 or a time-sensitive description in the Line Item description itself if applicable), non-exclusive, non-transferable license to: (a) install and use the Software in Executable Code form only in accordance with the License Type identified on the Initial Order, or a subsequent Order Form, only for Customer's internal business purposes, and subject to any limitations specified on the Initial Order; (b) make 1 copy of the Software solely for backup or archival purposes; (c) copy and reproduce the Documentation provided to Customer solely for the purposes of facilitating Customer's use of the Software; and (d) install a duplicate system solely for the purposes of training new staff members and/or testing configuration changes and software updates. Maintenance Services as described in Exhibit A do not apply to this test/training system, and ZOLL reserves the right to charge additional fees for Maintenance Services on such test/training systems in the future.

2.2 Restrictions On Use. Except as expressly permitted by this MSLA, Customer shall not, and shall not permit any third party, to: (a) use, reproduce, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software except as expressly permitted under Section 2.1. Customer agrees to install and use the Software only in strict compliance with the applicable License Type and all of the other terms of this MSLA. Without limiting the generality of the foregoing, Customer covenants to comply with all limitations imposed by the applicable License Type with respect to the number of servers, personal computers and/or other portable devices on which Customer may install the Software hereunder and/or the number of Customer users that may use the Software hereunder.

2.3 Proprietary Rights. The Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of ZOLL and its suppliers. All rights in and to the Software not expressly granted to Customer in this MSLA are reserved by ZOLL and its suppliers.

2.4 Order Forms. During the Term, Customer may add Software and/or other License Types under this MSLA by request to ZOLL. All such additional Software and License Types shall be set forth in an Order Form. No Order Form shall be valid unless it has been mutually agreed to and signed by authorized representatives of both ZOLL and Customer. Neither party shall have any obligation to enter into any Order Form under this MSLA. The terms of this MSLA shall govern any Order Form issued under this MSLA.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Terms and Conditions – Continued

3. DELIVERY. ZOLL shall deliver the Software and Documentation FOB ZOLL's shipping point.

4. SERVICES. If Customer has executed a SOW for the performance of Services, then subject to payment by Customer of the Service Fees in accordance with any payment schedule agreed to by the parties, ZOLL will use commercially reasonable efforts to perform the Services in accordance with such SOW and the terms of Exhibit B. ZOLL shall only be liable for failure to meet time frames or completion dates if such failure is due solely to ZOLL's negligence, and its liability will be limited to the Service Fees paid for the deficient Services. If Customer fails to schedule installation within 6 months from the Effective Date, or postpones or cancels a scheduled installation with less than 30 days notice or Customer requests a change in the timing or duration of the Services with less than 30 days' notice, ZOLL may charge, and Customer shall pay, an additional installation fee plus any additional costs incurred as a result (including, without limitation, a \$200 travel change fee to cover increased travel costs as a result of the rescheduling). If either party proposes in writing a change to the scope, timing, or duration of the Services, the other party will reasonably and in good faith consider and discuss with the proposing party the proposed change and a revised estimate of the costs for such change. If Customer elects to have ZOLL develop custom software, Customer agrees that the functionality provided by the custom software is not essential to Customer's use of the Software. If Customer does not use all of the Services purchased, unused Services will be credited.

5. MAINTENANCE SERVICES. At its option, Customer may procure Maintenance Services from ZOLL. Subject to Customer's payment of all applicable Maintenance Fees, ZOLL shall provide Customer with those Maintenance Services described in Exhibit A. ZOLL will provide the Maintenance Services only for the most current release and the two immediately preceding major releases of the Software. ZOLL may elect to cease supporting a platform upon 6 months notice to Customer.

6. FEES AND PAYMENT.

6.1 Software Fees. Customer will pay to ZOLL the Software Fees set forth in the Initial Order and any Order Form in accordance with the terms and conditions specified on the order. Except as expressly provided in this MSLA, all Software Fees are non-refundable.

6.2 Maintenance Fees. Maintenance Fees are included in the Monthly Fees. All references to Maintenance Fees hereunder shall mean the Monthly Fees.

6.3 Service Fees and Expenses. Customer will pay all Service Fees to ZOLL in accordance with the payment schedule and terms set forth in the applicable SOW. Unless otherwise provided in the applicable SOW Customer will reimburse ZOLL for all reasonable out of pocket expenses (including travel and accommodation expenses) incurred by ZOLL in providing the Services.

6.4 Payment Terms. Unless otherwise expressly provided in this MSLA or an applicable SOW, Customer will pay ZOLL all amounts due under this MSLA within 30 days after the date of the invoice. All payments must be made in U.S. dollars, unless otherwise agreed by the parties. Any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid. Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date.

6.5 Taxes. Fees exclude, and Customer will make all payments of the Fees to ZOLL free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. When applicable, ZOLL may include any taxes that it is required to collect as a separate line item on an invoice. Customer will be responsible for, and will indemnify and hold harmless ZOLL from, payment of all such taxes (other than taxes based on ZOLL's net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software to Customer.

6.6 Audit Rights. During the Term and for a period of six (6) months following the termination or expiration of this MSLA, ZOLL will have the right, during normal business hours, to inspect (through remote access to Customer servers, reports, etc. or onsite if determined necessary), or have an independent audit firm inspect, Customer's records relating to Customer's use of the Software to ensure it is in compliance with the terms of this MSLA, including with any limitation on the number of servers, personal computers and/or other portable devices on which Customer may install the Software hereunder and/or the number of Customer users that may use the Software hereunder, and/or the number of PCRs generated through the software hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds 5% for products other than ePCR Monthly Fees that are subject to adjustment as described on page 1. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 6.4 above.

6.7 Third Party Fees. Customer is solely responsible for, and none of the fees set forth herein, shall be deemed to cover any amounts owed to third parties in connection with the use of the Software, including without limitation, clearinghouse fees.

7. WARRANTIES.

7.1 Performance. Subject to Customer's payment of the Software Fees, for a period of 90 days after the Deployment Date (the "Software Warranty Period"), ZOLL warrants that the Software, when installed by ZOLL and used as permitted and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. ZOLL does not warrant the Customer's use of the Software will be error free or uninterrupted. ZOLL will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Software reported to ZOLL by Customer in writing during the Software Warranty Period. Any such error correction provided to Customer will not extend the original Software Warranty Period.

7.2 Services. ZOLL warrants that any Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 7.2, re perform the Services which gave rise to the breach or, at ZOLL's option, refund the Services Fees paid by Customer for the Services which gave rise to the breach; provided that Customer notify ZOLL in writing of the breach within 30 days following performance of the defective Services, specifying the breach in reasonable detail.

7.3 Disclaimers. The express warranties in this Section 7 are in lieu of all other warranties, express, implied, or statutory, regarding the Software, Services and Maintenance Services, and ZOLL expressly disclaims all other warranties, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties provided herein and that no warranties are made herein by any of ZOLL's suppliers. Customer acknowledges and agrees that, in entering into this MSLA, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing product and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Terms and Conditions – Continued

8. INFRINGEMENT CLAIMS. ZOLL will defend at its own expense any action against Customer brought by a third party alleging that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at ZOLL's request and expense, assisting in such defense. If the Software becomes, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its option and expense, either: (i) procure for Customer the right to continue using the Software; (ii) replace or modify the Software so that it becomes non infringing; or (iii) accept return of the Software, terminate this MSLA, in whole or in part, as appropriate, and refund Customer the Software Fees paid for such Software upon such termination, computed according to a 36 month straight line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8 or otherwise with respect to any infringement claim based upon: (w) any use of the Software not in accordance with this MSLA; (x) any use of the Software in combination with products, equipment, software, or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software or data; (y) any use of any release of the Software other than the most current release made commercially available by ZOLL; or (z) any modification of the Software by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the Customer's exclusive remedy for any claims of infringement.

9. LIMITATION OF LIABILITY. ZOLL's total cumulative liability in connection with any Software, Services or Maintenance Services provided under this MSLA or any SOW, whether in contract, tort or otherwise, will not exceed the amount of Fees paid to ZOLL under this MSLA during the 12 month period preceding the events giving rise to such liability. In no event will ZOLL be liable for any consequential, indirect, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to the MSLA or any SOW, however caused and under any theory of liability (including negligence), even if ZOLL has been advised of the possibility of such damages. Customer acknowledges that the Fees reflect the allocation of risk between the parties and that ZOLL would not enter into the MSLA or any SOW without these limitations on ZOLL's liability. In addition, ZOLL disclaims all liability of any kind of its suppliers.

10. CONFIDENTIALITY.

10.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Software, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered ZOLL's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the MSLA, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of the MSLA and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.2 Exceptions. The Recipient's obligations under Section 10.1 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under the MSLA or an SOW in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.3 Authority to Disclose Confidential Information. Prior to making any disclosure to ZOLL of private patient information, Customer represents that it has obtained, in accordance with federal, state and local laws relating to the privacy of patient health information, including but not limited to the Health Insurance and Portability and Accountability Act of 1996 and regulations, and guidelines related thereto, a properly executed, written authorization from each of its patient or the patient's authorized representative documenting the patient's express written consent to enable the disclosure by Customer to ZOLL of protected health information.

11. TERM AND TERMINATION.

11.1 Term. The term of this MSLA will begin on the Effective Date and will continue until terminated by either party as provided in this Section 11 (the "Term"). The term for each SOW will be set forth in the applicable SOW unless terminated pursuant to this Section 11.

11.2 Termination for Cause. Either party may terminate this MSLA and all SOWs or terminate a particular SOW, as applicable, if the other party breaches any material provision of the MSLA or an SOW and does not cure such breach within 30 days after receiving written notice thereof.

11.3 Customer Termination for Convenience. Customer may terminate this MSLA at any time for any reason, or for no reason, in Customer's sole discretion, following 30 days' written notice to ZOLL, subject to Customer's payment to ZOLL of the Early Termination Fee (as defined in Section 11.4 (a)).

11.4 Effects of Termination. Upon termination or expiration of the MSLA for any reason: (a) any amounts owed to ZOLL under this MSLA and all Statements of Work before such termination or expiration will be immediately due and payable, including, in the event of termination of this MSLA (i) by ZOLL under "Section 11.2" or (ii) by Customer under "Section 11.3", a termination fee ("Early Termination Fee" equal to the amount, if any, of (x) the initial Annual Fee minus (y) the sum of Monthly Fees (as defined in the Initial Order) paid by Customer to ZOLL hereunder prior to the date of termination during the initial twelve-month period; (b) all licensed rights granted in this MSLA will immediately cease to exist; (c) Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers and the computers of its customers, and return to ZOLL or destroy all copies of the Software and Documentation on tangible media in Customer's possession; and (d) each party shall promptly discontinue all use of the other party's Confidential Information, and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. If ZOLL terminates an SOW for cause, such termination will have no effect upon any other SOWs that may be in effect unless ZOLL terminates the MSLA for cause. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

11.5 Survival. Sections 1, 2.2, 6.4, 6.5, 6.6, 7.3, 8, 9, 10, 11.4, 11.5 and 12, together with any accrued payment obligations, will survive expiration or termination of the MSLA for any reason.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Terms and Conditions – Continued

12. GENERAL.

12.1 Compliance with Laws. Customer will comply with all applicable export and import control laws and regulations in its use of the Software. Customer will defend, indemnify, and hold harmless ZOLL from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

12.2 Assignments. Customer may not assign or transfer, by operation of law or otherwise, (including any connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under the MSLA or any SOW (including its licenses with respect to the Software) to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this MSLA or any SOW to any successor to its business or assets to which this MSLA relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.3 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

12.4 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5 Notices. All notices, consents, and approvals under the MSLA and SOWs must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the cover page of this MSLA, and will be effective upon receipt or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party in writing.

12.6 Governing Law and Venue. This MSLA and all SOWs will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of laws rules. Any action or proceeding arising from or relating to this MSLA or any SOW shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

12.7 Waivers; Severability. All waivers must be in writing. Any waiver or failure to enforce any provision of this MSLA or an SOW on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this MSLA or an SOW is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that **Section 9** will remain in effect notwithstanding the unenforceability of any provision in **Section 7**.

12.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

12.9 Access to Insight Analytics. Provided the Customer is current on payments of Maintenance Fees hereunder, Customer may subscribe, at no additional charge, to ZOLL's website www.ZOLLonline.com ("**ZOLL Online**") by agreeing to the terms of the Application Service Provider Agreement available on ZOLL Online (the "**ASP Agreement**"), pursuant to which Customer shall receive access, at no additional charge, to Insight Analytics product of ZOLL, subject to the terms of the ASP Agreement.

12.10 Entire Agreement. This MSLA, together with all exhibits hereto and the ASP Agreement, if any, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This MSLA shall not be modified except by a subsequently dated written amendment signed on behalf of ZOLL and Customer by their duly authorized representatives.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Exhibit A
Maintenance Services

1. Definitions. Capitalized terms used but not defined in the MSLA shall have the meanings set forth in this Section

1.1.1 "Designated Interface" shall mean the contact person or group designated by Customer and agreed to by ZOLL who will coordinate all Maintenance Services requests by Customer.

1.2 "Error" shall mean a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially in accordance with the Documentation.

1.3 "Resolution" shall mean a modification or workaround to the Supported Program and/or Documentation and/or other information provided by ZOLL to Customer intended to resolve an Error.

1.4 "Emergency Support Hours" shall mean 24 hours a day, 7 days a week.

1.5 "Business Hours" shall mean 6 a.m. to 6 p.m., Monday to Friday (Mountain Time).

1.6 "Supported Environment" shall mean any hardware and operating system platform which ZOLL supports for use with the Supported Program.

1.7 "Supported Program" shall mean the current version of the Software, for which Customer has paid the then-current Maintenance Fees.

1.8 "Update" means a subsequent release of the Software which ZOLL generally makes available for Software licensees at no additional license fee other than shipping and handling charges, provided Customer has paid the Maintenance Fees for such licenses for the relevant time period. Update shall not include any release, option or future product which ZOLL licenses separately.

2. Maintenance Services Provided.

2.1 Telephone Support.

(a) Emergency Support. ZOLL will provide telephone support to the Designated Interface during the Emergency Support Hours to address Errors that prevent Customer from using the RescueNet Dispatch program for a purpose for which the user has an immediate need (e.g., all users unable to login to the system constitutes an emergency versus a single user's inability to login, which does not constitute an emergency because there is an acceptable workaround available, logging in under a different account).

(b) Technical Support. ZOLL will provide telephone support to the Designated Interface during the Business Hours to address all other Errors relating to software. Such telephone support will include the following:

- (i) Clarification of functions and features of the Supported Program;
- (ii) Clarification of the Documentation;
- (iii) Guidance in operation of the Supported Program;
- (iv) Assistance in identifying and verifying the causes of suspected Errors in the Supported Program; and
- (v) Advice on bypassing identified Errors in the Supported Program, if reasonably possible.

ZOLL shall use commercially reasonable efforts to provide a Resolution to the Supported Program. ZOLL will acknowledge each Customer report of an Error by written acknowledgment, in electronic form, setting forth a Service Request number (SR#) for use by Customer and ZOLL in all correspondence relating to such Error to track the Error until it is resolved.

2.2 Travel and Other Expenses. Maintenance Services provided hereunder shall be provided at ZOLL's principal place of business, or at Customer's location at ZOLL's expense, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported Program, ZOLL may charge Customer for reasonable travel, meals and lodging expenses. Under such circumstances, ZOLL may also charge Customer for actual costs for supplies and other expenses reasonably incurred by ZOLL, which are not of the sort normally provided or covered by ZOLL, provided that Customer has approved in advance the purchase of such supplies and other expenses. If Customer so requires, ZOLL shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

2.3 Exceptions. ZOLL shall have no responsibility under this MSLA to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Supported Program (in whole or in part), (b) use of the Supported Program in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges.

3. Updates. ZOLL will provide Updates for the Supported Programs as and when developed for general release in ZOLL's sole discretion. Each Update will consist of a set of programs and files made available on machine-readable media and will be accompanied by Documentation adequate to inform Customer of the problems resolved and any significant operational differences resulting from installing the Update. Unless otherwise agreed by the parties, Customer will be solely responsible for the installation of any Updates in accordance with the Documentation and the installation instructions provided by ZOLL to Customer. If Customer requests the ZOLL install updates, such Services shall be subject to an SOW executed by the parties.

4. Customer Responsibilities.

4.1 Designated Interface. Only individuals who have been trained with respect to the Supported Programs shall serve as the Designated Interface with ZOLL for the Maintenance Services provided hereunder.

4.2 Access to Personnel and Equipment. Customer shall provide ZOLL with access to Customer's personnel and its equipment during Support Hours. This access must include the ability to remotely access the equipment on which the Supported Programs are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Exhibit B
Services

1. **DEFINITIONS.** Capitalized terms used in this Exhibit B but not defined in the MSLA shall have the meanings set forth herein.
2. **SERVICES.**
 - 2.1 **ZOLL Obligations.** ZOLL agrees to provide the Services as more specifically described in, and in accordance with, any SOW executed under the MSLA.
 - 2.2 **Customer's Obligations.**
 - (a) Access. Customer shall at its own expense provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Services.
 - (b) Maintenance of Access Conditions. Customer is responsible for maintaining the conditions of access specified in clause 2.2(a) above and the SOW. ZOLL may suspend its obligations during such period that such conditions of access are not maintained and Customer agrees to reimburse ZOLL for any reasonable costs incurred as a result of such suspension at its then current time and materials rates.
 - (c) Other Obligations. Customer agrees to perform its obligations hereunder (including the SOW) in a timely manner and shall co-operate and provide ZOLL with requested information to enable ZOLL to perform the Services. To the extent that ZOLL is performing work in accordance with specifications provided by Customer, Customer shall be solely responsible for compliance with all laws and regulations.
3. **EXTENSION OF TIME.**
 - 3.1 **Delay.** Customer acknowledges that time frames and dates for completion of the Services as set out in the SOW are estimates only and the ability to meet them is influenced by a range of factors including: (a)the developing nature of the scope of work; (b)the performance of third party contractors involved in the process; (c)the contribution of resources by the Customer; and (d)times of response by and level of co-operation of Customer. Obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless that is due to negligence of ZOLL.
 - 3.2 **Changes.** Customer understands that ZOLL's performance is dependent in part on Customer's actions. Accordingly, any dates or time periods relevant to performance by ZOLL hereunder will be appropriately and equitably extended to account for any delays resulting from changes due to Customer's acts or omissions. If either party proposes in writing a change to the scope, timing, or duration of the Services, the other party will reasonably and in good faith consider and discuss with the proposing party the proposed change and a revised estimate of the costs for such change.
 - 3.3 **Notification.** Where in ZOLL's reasonable opinion there is likely to be a delay in the provision of Services under any SOW because of a cause beyond the reasonable control of ZOLL (including default or delay of Customer in performing its obligations), ZOLL will: (a)notify Customer of the circumstances of the delay; (b)give details of the likely effect of the delay and develop, at the Customer's expense, a strategy to manage the consequences of the delay; (c)request a reasonable extension of time; and (d)submit to Customer a statement of the variations to the SOW resulting from the delay.
4. **THIS SECTION INTENTIONALLY LEFT BLANK**
5. **OWNERSHIP AND LICENSE.**
 - 5.1 **Ownership.** ZOLL shall retain all right, title and interest in and to: (a)all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (b)all enhancements, modifications, improvements and derivative works of the Software and of each and any of the foregoing; and (c)all Intellectual Property Rights related to each and any of the foregoing (collectively, the "ZOLL Property").
 - 5.2 **License.** Provided that Customer is not in breach of any material term of the MSLA or any SOW, ZOLL grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use the ZOLL Property that is incorporated into deliverables delivered pursuant to an SOW (each, a "Deliverable"), solely for Customer's own internal business purposes in connection with the use of the Deliverable and the Software and solely for so long as the licenses to the Software granted pursuant to the MSLA remain in effect.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Exhibit C
Description of License Types

The license to install and use the Software shall be in accordance with the following license options. The Software may contain a software license management tool (a "License Manager") that regulates Customer's use of the Software. If so, all of the licensed activity described below must be subject to the control of the License Manager, and Customer may not install or use the Software in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Software.

'PL' - Principal License. Principal License grants Customer the right to install the Software on a Customer network drive or Customer owned compatible personal computer that may be accessed and used by an unlimited number of employees, directors, principals, partners, consultants and agents of Customer (collectively, "Employees") as part of the Customer's RescueNet System. Employees may not distribute the Software to persons and/or entities who are not Employees

'SL' - Site License. Site License grants Customer the right to access the Software from an unlimited number of compatible personal computers at a specific location with a unique street address (the "Site"). The Software may be accessed and used by an unlimited number of users at the Site

'DL' - Device License. License grants Customer the right to install the Software on a specific number of compatible personal computers or other portable devices up to the number of licenses Customer has purchased. The Software may be accessed and used by an unlimited number of Customer users, so long as the Software is accessed from any of the personal computers or other portable devices for which Customer has purchased the license

'NL' - Node License. Node License grants Customer the right to install the Software on an unlimited number of compatible personal computers/devices (each, a "Node"), but the number of Nodes that can actively use the Software at any one time is limited by the total number of licenses purchased by the Customer. Once a license is made active on a Node, it will remain active on that Node until either the Node times out, because no contact has been made between the Node and the server for a specified period of time, or the local system administrator reassigns the license. When a license is reassigned from a Node, that Node will not be able to have another license assigned to it for a defined period of time. When a Node drops a license because no contact has been made, that license becomes available to be assigned to a different Node by the local system administrator. The Software may be accessed and used by an unlimited number of Customer users so long as the number of Nodes actively using the Software at any one time does not exceed the total number of licenses purchased.

'CUL' - Concurrent User License. Concurrent User License grants Customer the right to install the Software on an unlimited number of servers for use concurrently by a number of Customer users up to the number of user licenses Customer has purchased. The license is not limited to any specifically identified Customer users but is limited by the total number of Customer users who may access the Software at any one time

'PPL' - Population License. Population License grants Customer the right to install the Software on an unlimited number of compatible personal computers or servers for use concurrently by an unlimited number of Customer users to manage a number of resources (i.e. crew members scheduled, vehicles tracked, etc.) which number of resources is limited by the number of licenses Customer has purchased. The license is not limited to any specifically identified resources or users but is limited by the total number of resource licenses that Customer has purchased as described above.

'TPL' - Third Party License. Third Party License is defined by a third party software provider and may be more particularly described in a corresponding named exhibit in this agreement or subject to the End User License Agreement provided by the third party software provider with the distribution of the software package shipped by ZOLL to Customer.

'SUB' - Subscription License. Subscription License grants Customer the right to install the Software on an unlimited number of compatible personal computers, devices, or servers for use by any number of Customer users to perform Dispatch, Billing, Scheduling, or to facilitate the entry of PCRs, as specified on the Initial Order. The license is not limited to any specifically identified Customer users.

ZOLL Data Systems, Inc.
Master Software License Agreement for Murfreesboro Fire & Rescue Department

Exhibit D
Conditional Terms

1. State Specific NEMSIS Reporting Requirements. If the Standard NEMSIS Extract is included as a line item on this MSLA, Customer acknowledges that they are being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to their specific state(s). While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. For each state that defines such requirements outside this data dictionary, it is ZOLL's goal to develop a state specific plug-in to the Standard NEMSIS Data Extract in order to meet these requirements. Should the customer require such a plug-in to the NEMSIS extract in order to meet these state requirements, they would purchase a state specific NEMSIS Plug-In from ZOLL when available.

2. International Code Council, Inc. If ICC Codes are included as a line item on this MSLA, the Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by International Code Council, Inc (the "ICC Codes"). Customer's signature on this Agreement constitutes acceptance of these additional provisions related to the ICC Codes. Customer acknowledges ICC's sole and exclusive copyright ownership of the ICC Codes. The ICC Codes have been obtained and reproduced with the permission of ICC. The acronym "ICC" and the ICC logo are trademarks and service marks of ICC. ALL RIGHTS RESERVED.

The license provided to Customer under this Agreement limits the Customer to printing no more than five (5) pages of the ICC Codes and specifically excludes the right to copy or reproduce the ICC Codes en masse. Under the license Customer does not acquire any proprietary interest in the ICC Codes. The ICC does not provide any warranties, guarantees, conditions, covenants or representations as to the fitness for a particular purpose or any other attribute, whether expressed or implied (in law or in fact), oral or written of the ICC Codes included in the Software. Any unauthorized possession of the Software or the accompanying printed materials constitutes a breach of this agreement and upon notice by ICC or ZOLL, Customer will surrender possession of the Software and all accompanying printed material to the ICC or ZOLL. The license to use the ICC Codes is not transferable for any reason.

3. RescueNet CommCAD. If a CommCad User License included as a line item on this MSLA, The rights granted to Customer under Section 2.1 of the Terms and Conditions do not include the right to, and Customer shall not, and shall not permit any third party to: (a) write to or otherwise alter or modify the databases included the Software referred to in the Documentation as the "A side database" ("A Side Database") or the "B side database;" or (b) read from or otherwise access the A Side Database. Upon any breach of the foregoing sentence, in addition to any other remedies available to ZOLL under this Agreement: (i) the warranties in Section 7.1 of the Terms and Conditions shall be null and void and will cease apply to ZOLL, and ZOLL shall have no further obligation under Section 7.1 in the case of any failure in performance of the Software; and (ii) ZOLL will have no further obligation to provide Maintenance Services to Customer (regardless of any Maintenance Fees pre-paid by Customer).

Estimate

05/23/2016

Cardinal Tracking, Inc.

Cardinal Tracking, Inc.
 1825 Lakeway Dr Suite 100
 Lewisville, TX 75057-6046
 Phone: 972-539-9650
 Fax: 972-539-8914
 Email: accounting@cardinaltracking.com

55331



Bill To:

CITY OF MURFREESBORO
 ATTN: BILL TERRY
 302 SOUTH CHURCH ST
 MURFREESBORO, TN 37130
 Phone: wterry@ci.murfreesboro.tn.us

Ship To:

CITY OF MURFREESBORO
 ATTN: BILL TERRY
 302 SOUTH CHURCH ST
 MURFREESBORO, TN 37130

Contact: CITY OF MURFREESBORO

Customer: MURFREESBORO, CITY OF

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
DW	Net 30	Origin	UPS-Ground		05/23/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Kit	CAS9500 - CASIO IT-9000E PRINTER, IMAGER, WINDOWS MOBILE 6.5 W/AC ADAPTER	\$ 2,290.00	4 ea	\$ 9,160.00
5	Kit	CAS9502 - CASIO IT-9000 COMMUNICATION CRADLE USB/ETHERNET /W AC ADAPTER, CABLE	\$ 275.00	4 ea	\$ 1,100.00
10	Sale	CAS9025 - CASIO IT-9000 3G CELLULAR WCDMA/CDMA2000 BACKPACK (REQUIRES CELLULAR SERV AND SIM CARD NOT INCLUDED) Requires wireless netowrks (WIFI; or Cellular - AT&T or Verizon). Not included.	\$ 299.00	4 ea	\$ 1,196.00
11	Kit	CAS9504 - CASIO IT-9000 C25E CARRY CASE AND COVER FLAP	\$ 113.00	4 ea	\$ 452.00
14	Sale	C99-3007TA - 2GB SECURE DIGITAL CARD (CARD ONLY)	\$ 10.00	4 ea	\$ 40.00
15	Sale	C99-30011 - CASIO IT-9000/3100/3000 DAYVUE SCREEN PROTECTORS (15 PACK)	\$ 15.00	1 ea	\$ 15.00
16	Subtotal	Hardware Subtotal	\$ 0.00	1 ea	\$ 11,963.00
17	Sale	TA42 - TickeTrak New Handheld Setup and Training Max of 5.	\$ 100.00	4 ea	\$ 400.00
18	Sale	CAS9005 - CASIO IT-9000 3 YEAR COMPREHENSIVE EXTENDED WARRANTY \$13,482 for 3 year Casio IT 9000 'comprehensive' warranty when purchased at time of TickeTrak system purchase. Bonus: Annual support price guaranteed through year 5. Year 4 & 5 = \$7,560 per year.	\$ 749.00	4 ea	\$ 2,996.00

Estimate

05/23/2016

Cardinal Tracking, Inc.

Cardinal Tracking, Inc.
1825 Lakeway Dr Suite 100
Lewisville, TX 75057-6046
Phone: 972-539-9650
Fax: 972-539-8914
Email: accounting@cardinaltracking.com

55331



Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
19	Sale	300000T - HANDHELD TRADE-IN REBATE FOR UNITS RECEIVED AT CARDINAL TRACKING IT3100's received in working order with accessories. Thank you.	-\$ 350.00	4 ea	-\$ 1,400.00

Approval: _____ Date: _____
PLEASE NOTE: Prices are guaranteed for sixty (60) days from proposal date.
50% of total required with Purchase Order.
ALL **SHIPPING CHARGES ARE PREPAID AND BILLED AT TIME OF SHIPMENT**

Subtotal: \$ 13,959.00
Sales Tax: \$ 0.00
Total: \$ 13,959.00



... creating a better quality of life



July 21, 2016

Honorable Mayor and Members of City Council:

- RE: I. Acorn Festival
II. Salsa Making and Salsa Dancing Program
III. Agreement for Mountain Bike Trail Planning and Design Work
IV. Purchase of Wristbands without Obtaining Sealed Bids
V. Purchase of 2 Trucksters, 2 72" Diesel Mowers and 4 72" Mowers

As items for the **Consent Agenda**, it is recommended that the Acorn Festival, Salsa Making and Salsa Dancing program, Agreement for Mountain Bike Trail Planning and Design Work, Purchase of Wristbands without Obtaining Sealed Bids, and Purchase of Two Trucksters, Two 72" Diesel Mowers, and Four 72" Mowers be approved by Council.

Item I – Acorn Festival

Background

Murfreesboro Parks and Recreation Department (MPRD) staff and Oaklands Historic House and Museum (Oaklands) would like to form a partnership to host a new musical event (Acorn Festival) at Oaklands on Saturday, November 19, 2016. Four to six bands would play at the event (including some originally from Middle Tennessee and other bands exhibiting a similar folk music feeling). MPRD and Oaklands would like to cultivate and celebrate the strong growth of Murfreesboro's music culture by hosting said festival.

Murfreesboro Parks and Recreation Department staff will be responsible for the gating, operations, and scheduling of the bands. Oaklands will manage the food vendors.

Fiscal Impact

Organizers for the event would like to charge \$10.00 per person for ages 6 and up. Ages 5 and under would be free. Monies for the bands, resell items, and event supplies have been allocated in the FY 2016-2017 MPRD Budget. MPRD would retain admission fees, and Oaklands would retain vendor fees.

Concurrence

The Murfreesboro Parks and Recreation Commission unanimously approved the Acorn Festival and its \$10.00 fee as described at its July 13, 2016, meeting.

Recommendation

I respectfully request Council's approval of the Acorn Festival with its associated fee.

Item II – Salsa Making and Salsa Dancing Program**Background**

This proposed program would involve teaching participants (adults) how to make several salsas and even guacamole (all uncooked and easy to make). Many ingredients that will be used for the program were grown in the gardens at Sports Com and McFadden Community Center. After making the salsas, participants will be able to try some and take some home. Additionally, after the salsa making portion of the program, salsa dancing will be taught to the participants. The dancing is a traditional blend of African drum rhythms, mambo, and other Latin dances, and has been popular since the 1930s.

MPRD would like to offer two separate sessions of the program (maximum of 15 participants per session) to give an opportunity for more people to participate. September 13th at 6:00 p.m. and September 14th at 9:00 a.m. are the scheduled dates and times. The program will be held at McFadden Community Center. Preregistration is required and will begin on September 1st at McFadden Community Center.

Fiscal Impact

MPRD staff would like to charge a \$5.00 program fee to cover supplies needed for the salsa making.

Concurrence

The Salsa Making and Salsa Dancing program with its \$5.00 fee was unanimously approved by the MPRC at its July 13, 2016, meeting.

Recommendation

I respectfully request Council's approval of this new program and its \$5.00 fee per participant.

Item III - Agreement for Mountain Bike Trail Planning and Design Work**Background**

Due to a growing demand for mountain bike trails in Murfreesboro, Griggs and Maloney, Inc., has developed a proposal to provide conceptual planning and design for a new mountain bike trail system, including a parking lot, at Barfield Crescent Park. Also, Griggs and Maloney will pursue potential City partners, like Mid-TN SORBA, MTSU, scouts, and the Murfreesboro Bike Club to assist in the planning, design, and maintenance of the trail.

Fiscal Impact

A proposed amount of \$18,500 has been submitted by Griggs and Maloney, Inc., for them to perform the following scope of work:

- Develop the goals and objectives of the proposed mountain bike trail system
- Define parameters of trail use and areas available to create trail, develop trail restrictions
- Assist the City in examining emergency response access to trail interior
- Determine project delivery method – design/bid/build, Memorandum of Understanding
- Agreement with nonprofit or other
- Create design documents for construction of the project

- Develop a conceptual master plan for future mountain bike trail development along the Greenway and at the North Murfreesboro Greenway Extension

Concurrence

At the July 13, 2016, Murfreesboro Parks and Recreation Commission meeting, the commission unanimously approved to enter into a Professional Services Agreement (PSA) with Griggs and Maloney, Inc., for the mountain bike trail planning and design work at the proposed amount of \$18,500.

Recommendation

I respectfully request Council's approval to enter into a Professional Services Agreement with Griggs and Maloney, Inc., for their services as described above at the proposed amount of \$18,500.

Item IV - Purchase of Wristbands for Recreational Facilities without Obtaining Sealed Bids.**Background**

The Parks and Recreation Department places disposable wristbands on patrons who use Patterson Park Community Center and Sports*Com. These wristbands help staff track who should and should not be in the facilities. Quotes have been obtained in the past for the wristbands, and the Purchasing Department obtained quotes for FY16. Price Choppers has submitted the best prices for the last several years. Due to extremely high usage at Sports*Com for the last month of the past fiscal year, our department had to purchase extra wristbands, driving the total expenditure for this item over \$25,000, which exceeds the limit for receiving quotes instead of sealed bids.

Fiscal Impact

There are funds budgeted for this expense in the Admission Supplies line item, and purchasing the wristbands will not increase the budget.

Concurrences

After discussion, the Purchasing Director and the Legal Department recommended that our department request approval to exceed the \$25,000 limit for obtaining sealed bids for this item. The Purchasing Department is working on obtaining sealed bids for the current fiscal year.

Recommendation

It is the recommendation of the Legal Department, Purchasing Department and Murfreesboro Parks and Recreation staff that City Council approve the expenditure over the \$25,000 limit for these wristbands without obtaining sealed bids.

Item V - Purchase of Two Trucksters, Two 72" Diesel Mowers and Four 72" Mowers**Background**

The Parks and Recreation Department has budgeted \$26,000 to replace two 4 x 6 diesel trucksters – one to be used at Barfield Crescent Park and one to be used on the Stones River Greenway Trail. The Department has also budgeted \$27,000 to purchase two diesel 72" ZTR mowers – one for Barfield Crescent Park and one for Richard Siegel Park, and \$46,000 is budgeted for the purchase of four 72" mowers – two for McKnight Park/Sports*Com, one for general maintenance and one for greenway maintenance.

Fiscal Impact

The diesel trucksters are available through the National Purchasing Partners (NPP) UVs (PG 8Z) Agreement No. 545 at a cost of \$12,655.52, each for a total cost of \$25,331.04. The diesel mowers are available through the National IPA (NIPA) Contract #120535 at a cost of \$13,500 each for a total cost of \$27,000. The four 72" mowers are available through the National IPA (NIPA) Contract #120535 at a cost of \$11,436.18, each for a total of cost of \$45,744.72.

Concurrences

This equipment is essential to the operations of these parks and needs to be replaced as soon as possible.

Recommendation

Staff recommends the purchase of two 4 x 6 trucksters per NPP contract at a cost of \$25,331.04, two diesel 72" mowers through the NIPA contract at a cost of \$27,000, and the four 72" mowers at a cost of \$45,744.72.

Respectfully,

Lanny Goodwin, CPRP
Director



. . . creating a better quality of life.

Consent Agenda

July 14, 2016

Honorable Mayor and Members of City Council

Re: Mandatory Referral [2016-706] for the abandonment of variable width drainage easement located within the Henley Station Phase 2 development along Willowoak Trail, Joseph Haddix applicant.

Background

During its regular meeting on June 22, 2016, the Planning Commission considered abandoning a portion of an existing public drainage easement located along Robert Rose Drive and Willow Oak Trail, within the North Church LLC subdivision. The easement is recorded with variable widths. The City Engineer has reviewed the request and is has determined a portion of the drainage easement can be abandoned when the new drainage easement in in place with Henley Station Phase 2. 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.

Recommendation

It is the recommendation of the Murfreesboro Planning Commission and City Engineer to approve the request to abandon a portion of the existing public drainage easement in the North Church LLC subdivision.

Concurrences

The Murfreesboro Planning Commission approved the matter during the June 22nd regular meeting.

Fiscal Impact

Staff is not aware of any fiscal impact that will result from these requests.

Attachments

1. Legal Description
2. Exhibits

Respectfully Submitted

Margaret Ann Green, AICP
Principal Planner

May 25, 2016

Mrs. Margaret Ann Green
City of Murfreesboro Planning Department
111 West Vine Street
Murfreesboro, TN 37133-1139

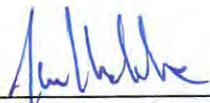
**Re: Henley Station at the Gateway – Phase II
Mandatory Referral
Willow Oak Trail and Robert Rose Drive
Murfreesboro, TN
Map 92 Parcel 08.11**

Dear Margaret Ann,

Please find the attached documents to support the mandatory referral request for abandonment of an existing drainage easement. The abandonment is also shown on the Final Plat that has been submitted.

Please feel free to call if you have any questions or require any additional information.

Respectfully Submitted
Civil Site Design Group, PLLC,



Joseph Haddix, P.E.
Associate Principal

CSDG # 15-076-01

Easement Abandonment Description

A tract of land in the City of Murfreesboro, Rutherford County, Tennessee, bounded on the west by the right of way for Willow Oak Trail and Robert Rose Drive, and on the southeast by the lands of Villages at Henley Station, LLC (D.B. 36, PG. 2893, R.O.R.C.). The property is more particularly described as follows:

Beginning at a point on the eastern right of way for Willow Oak Trail whose Northing is 557795.286 and whose Easting is 1838344.664;

Thence, along a curve turning to the left through an angle of $06^{\circ} 07' 01.0''$, having a radius of 740.66 feet, and whose long chord bears $N 29^{\circ} 10' 46'' E$ for a distance of 79.03 feet to a point of intersection with a non-tangential line.

Thence, $S 48^{\circ} 29' 14'' E$ for a distance of 133.47 feet to a point;

Thence, $S 48^{\circ} 08' 33'' E$ for a distance of 86.41 feet to a point;

Thence, $S 27^{\circ} 19' 22'' E$ for a distance of 86.93 feet to a point;

Thence, $S 43^{\circ} 05' 41'' E$ for a distance of 139.36 feet to a point;

Thence, $S 24^{\circ} 58' 02'' E$ for a distance of 100.14 feet to a point;

Thence, $S 45^{\circ} 01' 26'' E$ for a distance of 47.12 feet to a point;

Thence, $S 29^{\circ} 29' 29'' E$ for a distance of 119.29 feet to a point;

Thence, $N 34^{\circ} 52' 49'' W$ for a distance of 135.53 feet to a point;

Thence, $N 33^{\circ} 41' 24'' W$ for a distance of 20.06 feet to a point;

Thence, $N 69^{\circ} 38' 18'' W$ for a distance of 41.13 feet to a point;

Thence, $S 57^{\circ} 15' 53'' W$ for a distance of 6.61 feet to a point;

Thence, $S 52^{\circ} 41' 51'' W$ for a distance of 185.66 feet to a point;

Thence, $S 52^{\circ} 17' 05'' W$ for a distance of 382.80 feet to a point;

Thence, $N 38^{\circ} 12' 06'' W$ for a distance of 22.93 feet to a point;

Thence, $N 48^{\circ} 33' 58'' E$ for a distance of 131.98 feet to a point;

Thence, $N 48^{\circ} 24' 44'' E$ for a distance of 245.80 feet to a point;

Thence, $N 49^{\circ} 10' 04'' E$ for a distance of 127.31 feet to a point;

Thence, $N 51^{\circ} 52' 00'' E$ for a distance of 12.44 feet to a point;

Thence, $N 08^{\circ} 51' 38'' W$ for a distance of 72.41 feet to a point;

Thence, $N 32^{\circ} 51' 20'' W$ for a distance of 106.34 feet to a point;

Thence, $N 35^{\circ} 32' 15'' W$ for a distance of 48.03 feet to a point;

Thence, $N 42^{\circ} 09' 28'' W$ for a distance of 92.89 feet to a point;

Thence, $N 58^{\circ} 36' 35'' W$ a distance of 122.57 feet to the POINT OF BEGINNING.

Having an area of 59,196 square feet or 1.29 acres.

P.B. 36, PG. 263, R.O.R.C., TN.
 ZONED: RS 15 WITHIN GDO-1 OVERLAY

DRAINAGE EASEMENT - PLAT
P.B. 36, PG. 263, R.O.R.C., TN.

POINT OF BEGINNING

PORTION OF DRAINAGE EASEMENT TO BE ABANDONED 1.29 AC AND QUIT CLAIMED BACK TO THE PROPERTY OWNER.

MAP 79, PARCEL 93.04
 C.M. GATTON TRUSTEE
 D.B. 1369, PG. 3728, R.O.R.C., TN.
 NORTH CHURCH LLC, SEC. 1
 LOT 3
 P.B. 36, PG. 263, R.O.R.C., TN.
 ZONED: MU WITHIN GDO-1 OVERLAY

MAP 92, PARCEL 8.08
 VILLAGES AT HENLEY STATION, LLC
 D.B. 1157, PG. 2893, R.O.R.C., TN.
 NORTH CHURCH LLC, SEC. 1
 LOT 1
 P.B. 36, PG. 263-264, R.O.R.C., TN.
 ZONED: PUD WITHIN GDO-1 OVERLAY

Easement Abandonment Description

A tract of land in the City of Murfreesboro, Rutherford County, Tennessee, bounded on the west by the right of way for Willow Oak Trail and Robert Rose Drive, and on the southeast by the lands of Villages at Henley Station, LLC (D.B. 36, PG. 2893, R.O.R.C.). The property is more particularly described as follows:

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 Thence, along a curve turning to the left through an angle of 06° 07' 01.0", having a radius of 740.66 feet, and whose long chord bears N 29° 10' 46" E for a distance of 79.03 feet to a point of intersection with a non-tangential line.

Thence, S 48° 29' 14" E for a distance of 133.47 feet to a point,
 Thence, S 48° 08' 33" E for a distance of 86.41 feet to a point,
 Thence, S 27° 19' 22" E for a distance of 86.93 feet to a point,
 Thence, S 43° 05' 41" E for a distance of 139.36 feet to a point,
 Thence, S 24° 58' 02" E for a distance of 100.14 feet to a point,
 Thence, S 45° 01' 26" E for a distance of 47.12 feet to a point,
 Thence, S 29° 29' 29" E for a distance of 119.29 feet to a point,
 Thence, N 34° 52' 49" W for a distance of 135.53 feet to a point,
 Thence, N 33° 41' 24" W for a distance of 20.06 feet to a point,
 Thence, N 69° 38' 18" W for a distance of 41.13 feet to a point,
 Thence, S 57° 15' 53" W for a distance of 6.61 feet to a point,
 Thence, S 52° 41' 51" W for a distance of 185.66 feet to a point,
 Thence, S 52° 17' 05" W for a distance of 382.80 feet to a point,
 Thence, N 38° 12' 06" W for a distance of 22.93 feet to a point,
 Thence, N 48° 33' 58" E for a distance of 131.98 feet to a point,
 Thence, N 48° 24' 44" E for a distance of 245.80 feet to a point,
 Thence, N 49° 10' 04" E for a distance of 127.31 feet to a point,
 Thence, N 51° 52' 00" E for a distance of 12.44 feet to a point,
 Thence, N 08° 51' 38" W for a distance of 72.41 feet to a point,
 Thence, N 32° 51' 20" W for a distance of 106.34 feet to a point,
 Thence, N 35° 32' 15" W for a distance of 48.03 feet to a point,
 Thence, N 42° 09' 28" W for a distance of 92.89 feet to a point,
 Thence, N 58° 36' 35" W a distance of 122.57 feet to the POINT OF BEGINNING.

Having an area of 59,196 square feet or 1.29 acres.

Parcel Line Table		
Line #	Length	Direction
L1	133.47	S48° 29' 14"E
L2	86.42	S48° 08' 34"E
L3	86.93	S27° 19' 22"E
L4	139.37	S43° 05' 41"E
L5	100.15	S24° 58' 03"E
L6	47.12	S45° 01' 27"E
L7	119.29	S29° 29' 29"E
L8	135.53	N34° 52' 50"W
L9	20.07	N33° 41' 24"W
L10	41.14	N69° 38' 18"W
L11	6.62	S57° 15' 53"W
L12	185.67	S52° 41' 51"W
L13	382.80	S52° 17' 05"W
L14	22.94	N38° 12' 06"W
L15	131.99	N48° 33' 58"E
L16	245.80	N48° 24' 44"E
L17	127.31	N49° 10' 05"E
L18	12.45	N51° 52' 00"E
L19	72.42	N08° 51' 39"W
L20	106.35	N32° 51' 21"W
L21	48.03	N35° 32' 16"W
L22	92.90	N42° 09' 28"W
L23	122.57	N58° 36' 35"W

Curve Data				
Curve	Delta	Length	Radius	Chord
C1	6° 07' 01"	79.07'	740.66'	N29° 10' 46" E 79.04'

DRAINAGE EASEMENT ABANDONMENT

P.B. 36, PG. 263, R.O.R.C., TN.
 ZONED: RS 15 WITHIN GDO-1 OVERLAY

DRAINAGE EASEMENT - PLAT
 P.B. 36, PG. 263, R.O.R.C., TN.

MAP 79, PARCEL 93.04
 C.M. GATTON TRUSTEE
 D.B. 1389, PG. 3728, R.O.R.C., TN.
 NORTH CHURCH LLC, SEC. 1
 LOT 3
 P.B. 36, PG. 263, R.O.R.C., TN.
 ZONED: MU WITHIN GDO-1 OVERLAY

MAP 92, PARCEL 8.08
 VILLAGES AT HENLEY STATION, LLC
 D.B. 1157, PG. 2893, R.O.R.C., TN.
 NORTH CHURCH LLC, SEC. 1
 LOT 1
 P.B. 36, PG. 263-264, R.O.R.C., TN.
 ZONED: PUD WITHIN GDO-1 OVERLAY

MAP 92, PARCEL 8.07
 C.M. GATTON TRUSTEE
 D.B. 1389, PG. 3728, R.O.R.C., TN.
 ZONED: MU WITHIN GDO-1 OVERLAY

PROJECT BENCHMARK
 ELEV: 775.00
 (FROM ROAD W/ 2351 CAP)



Parcel Line Table		
Line #	Length	Direction
L1	10.61	N52° 17' 05"E
L2	67.45	S38° 12' 06"E
L3	52.21	N58° 30' 45"E
L4	109.89	N73° 48' 02"E
L5	150.19	N63° 23' 22"E
L6	230.85	N56° 31' 14"E
L7	126.81	N07° 36' 53"W
L8	43.95	S34° 41' 10"E
L9	100.20	S07° 36' 53"E
L10	244.58	S56° 31' 14"W
L11	153.34	S63° 23' 55"W
L12	108.89	S73° 48' 02"W
L13	67.31	S58° 30' 45"W
L14	37.15	N38° 12' 06"W

Curve Data				
Curve	Delta	Length	Radius	Chord
C1	4° 56' 04"	49.09'	570.00'	N27° 10' 00"W 49.08'

DRAINAGE EASEMENT

HENLEY STATION AT THE GATEWAY

Murfreesboro, Rutherford County, Tennessee

DATE: May 25, 2016
 JOB NO.: 15-078-01

CIVIL-SITE
 DESIGN GROUP
 630 SOUTHGATE AVENUE, SUITE A - NASHVILLE, TN 37203
 615.248.9999 www.civil-site.com



Consent Agenda

July 21, 2016

Honorable Mayor McFarland and Members of City Council:

- A. Material Testing for Highland Avenue Police Precinct**
 - B. Material Testing for Lytle Street Improvements Phase 2**
-

Item A. Material Testing for Highland Avenue Police Precinct

As a Consent Agenda item for the July 21, 2016 City Council meeting, it is recommended that City Council approve the Material Testing Services from TTL.

Background

Lt. Mike Taylor with the Murfreesboro Police Department coordinating with James Kennon with Kennon-Calhoun Workshop requested proposals from TTL and Geosciences to provide the preliminary geotechnical and steel inspections investigations and reports on the Highland Avenue renovation project. After review of the proposals, staff determined TTL would be the best consultant to utilize based on price and having a local presence by providing similar services on Middle Tennessee Blvd which is currently under construction.

Fiscal Impact

The contract with TTL will be a Time and Material contract not to exceed \$80,239. The services will be paid from 2016 CIP loan proceeds for the Police Headquarters

Recommendation

Staff recommends approval of the testing contract in an amount not to exceed \$80,239.00 subject to review by the City Attorney.

Attachments

1. TTL Material Testing proposal

Item B. Material Testing for Lytle Street Improvements Phase 2

As a Consent Agenda item for the July 21, 2016 City Council meeting, it is recommended that City Council approve the Material Testing Services from TTL.

Background

The Council approved the design contract for West Lytle Street Improvements Phase 2 (Barker Street to Church Street) on February 6, 2014. The Lytle Street Improvements project consists of the reconstruction of Lytle Street from Barker Street to N. Church Street to include two travel lanes, bike lanes, curb and gutters, on-street parking and sidewalks. It provides relocation of utilities to underground and provides aesthetic CBD treatment including decorative lighting, signals and landscape areas. A portion of the project will include side street improvements along the Lytle Street corridor and the approximate length is 3,600 feet.

As with the Maney Avenue project material testing is often required for this type of construction project due to soil conditions, density testing and concrete testing.

Fiscal Impact

The contract with TTL will be a Time and Material contract on an on call basis. Typical cost for this type of project is under \$25,000.00. The services will be paid from 2016 bond issue.

Recommendation

Staff recommends approval of the material testing contract on an on call basis subject to review by the City Attorney.

Attachments

1. TTL Material Testing proposal

Thank you for your consideration.

Sincerely

Chris Griffith
City Engineer



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

June 22, 2016

Mr. Mark Savage, P.E., S.E.
EMC Structural Engineers
4525 Trousdale Drive
Nashville, Tennessee 37204

**RE: *Proposal for Construction Materials Engineering and Testing and
Special Inspection per the 2012 IBC Code
Murfreesboro Police Headquarters
1004 North Highland Avenue
Murfreesboro, Tennessee
TTL Proposal No. P02816044 (Rev 2)***

Dear Mr. Savage:

We appreciate having the opportunity to provide materials engineering and testing services and special inspections during renovation of the Murfreesboro Police Headquarters in Murfreesboro, Tennessee. This proposal contains our understanding of the project, the requested scope of services, and fee and scheduling information.

PROJECT INFORMATION

Information about the project was provided by Mr. Mark W. Savage, P.E. of EMC Structural Engineers, P.C. in several e-mail transmissions and telephone conversations. We were provided a partial set of plans and specifications prepared by EMC Structural Engineers, dated April 29, 2016.

Plans are being made to retrofit the former Murfreesboro Medical Clinic located at 1004 North Highland Avenue into a new headquarters for the Murfreesboro Police Department. The two- and three-story, steel-framed building is approximately 150,000 square feet in plan area. Portions of the building include a partial basement. The retrofit will consist of adding structural support so that the occupancy category can be modified from a Category II, non-essential facility to a Category IV, essential facility.

PROPOSED SCOPE OF SERVICES

Based on the preliminary schedule provided by Bell and Associates Construction and the drawings prepared by EMC Structural Engineers, dated April 29, 2016, and our understanding of the project requirements, including the provisions in the 2012 IBC, we propose to provide the following services:

Continuous Observation

- Observe foundation excavations and evaluate the bearing capacity of footing subgrades.
- Observe and monitor subgrades and structural fill placements for both the building pad and associated parking areas including the driveways.
- Make test specimens and perform field tests on plastic concrete, base plate grout, mortar, and block fill grout in accordance with the specifications, including slump, air content, unit weight, and temperature.
- Cure the concrete/grout/mortar samples in our laboratory and test the specimens for compressive strength.
- Observe reinforcing steel, anchor bolts, and embedments prior to concrete placement to evaluate conformance with the specifications in regard to size, grade, spacing, profiles, lap lengths, and concrete coverage.
- Observe and test penetration welds, multi-pass fillet welds, and fillet welds greater than 5/16 of an inch. 100% of full-penetration welds will be ultrasonically tested.
- Observe and sample CMU grout fill activities in accordance with the specifications.

Periodic Observation

- Sample non-shrink base plate grout for every 10 bags (or daily) of grout used for steel columns.
- Observe single-pass welds and bolted connections.
- Check structural steel joist installation of bridging and braces, top and bottom chord connections, and proper bearing.
- Observe steel deck alignment, laps, welds, nelson studs, sidelap attachments, and installation of deck closures.
- Observe CMU reinforcement installation and cleanliness of block cells prior to grouting.

Upon request, we can issue draft copy field or testing reports for each site visit. Our project manager will review the draft field reports and test results before these documents are issued as final and will also be available for consultation at your request.

The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control.

Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

We require 24 hours' notice when scheduling our personnel to avoid interruptions in service.

COMPENSATION

We will provide our services on a time and materials basis according to the attached schedule of fees. Our fees depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will issue invoices on a monthly basis to keep you apprised of the budget status.

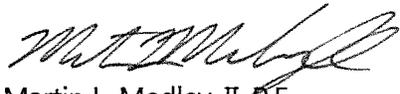
AUTHORIZATION

To formally authorize us, we request that you sign where indicated below and return a copy of this proposal to us. Our services will be performed in accordance with the attached Terms and Conditions, which were previously approved by the City Attorney for the City of Murfreesboro.

ACKNOWLEDGEMENT

We appreciate this opportunity to be part of the project team. If you have any questions, or require any additional information, please do not hesitate to contact us.

Sincerely,
TTL, Inc.



Martin L. Medley, II, P.E.
CMT Group Leader



Mark A. Herrmann, P.E.
Principal Engineer

Attachments: Fee Schedule
Copy of Executed Client Project Services Agreement

Authorized By:

Client (Signature and Date)

***Approved to as form
City Attorney***

- Observe, monitor, and provide density testing for roadway/parking lot basestone and asphalt placements.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. We will issue a final special inspection report at job completion stamped by a licensed, professional engineer. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

A TTL technician will be on-site on a part-time basis, except for activities that require continuous observations. Our on-site technicians or Project Managers will communicate with the Bell & Associates' Project Manager or designated representative each day to discuss construction schedules. We require at least 24 hours' notice to assist with scheduling our services.

COMPENSATION

Based on our understanding of the site-specific needs, we estimate the total fee for our services as outlined above and on the appended sheets to approach \$80,000. We will provide our services on a time and materials basis. Our fees depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status. If it appears that we will exceed the budget estimate, we will notify you and discuss whether you wish to expand the budget or reduce the remaining scope of services to maintain the budget.

AUTHORIZATION

We will provide our services in accordance with the appended Design Services Agreement. Please sign and return a copy of the entire proposal to our office. This proposal will remain valid for a period of 60 days from the date of this letter.

CLOSING

We appreciate this opportunity to be of service to you on this project. If you have any questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,
TTL, Inc.



Martin L. Medley, II, P.E.
CMT Group Leader

Attachments: Client Project Services Agreement
 Schedule of Fees
 Construction Testing Estimates

Project: Murfreesboro Police Headquarters
 Location: Murfreesboro, Tennessee
 TTL Proposal No.: P02816044 (Rev 2)



SERVICE	PROJECTED SCHEDULE			UNIT COST	SUBTOTAL	SECTION SUBTOTAL
	No. Days	hrs/day	Total			
EARTHWORK						
Subgrade Review / Proofrolling	1	4	4	\$45.00	\$180.00	
Monitoring Cut/Fill Activities & Density Testing	7	4	28	\$45.00	\$1,260.00	
Technician Overtime			0	\$67.50	\$0.00	
Project Manager / Engineer Review	8	0.5	4	\$120.00	\$480.00	
PM Support Services	8	0.25	2	\$50.00	\$100.00	
						\$2,020
RIGID / FLEXIBLE PAVEMENTS						
Subgrade Review / Proofrolling	2	4	8	\$45.00	\$360.00	
Monitoring Cut/Fill Activities & Density Testing	4	4	16	\$45.00	\$720.00	
Monitoring Basestone Placement	7	4	28	\$45.00	\$1,260.00	
Monitoring & Testing Pavement Placement	4	8	32	\$45.00	\$1,440.00	
Concrete Pavement Placement	2	4	8	\$45.00	\$360.00	
Technician Overtime			0	\$67.50	\$0.00	
Project Manager / Engineer Review	19	0.5	9.5	\$120.00	\$1,140.00	
PM Support Services	19	0.25	4.75	\$50.00	\$237.50	
						\$5,518
FOUNDATIONS						
Shallow Foundations (Spread / Continuous Footings)	37	4	148	\$45.00	\$6,660.00	
Deep Foundations (Drilled Piers / Micropiles / etc.)			0	\$45.00	\$0.00	
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up	37	1.5	55.5	\$45.00	\$2,497.50	
Project Manager / Engineer Review	37	0.5	18.5	\$120.00	\$2,220.00	
PM Support Services	37	0.25	9.25	\$50.00	\$462.50	
						\$11,840
CONCRETE						
Columns / Retaining Walls / Shear Walls	8	4	32	\$45.00	\$1,440.00	
Slab-On-Grade / Slab-On-Deck / Beams	4	6	24	\$45.00	\$1,080.00	
Post-Tension / Tilt-Up / Precast / etc.			0	\$45.00	\$0.00	
Misc. Placements (Sidewalks / Stairwells / Curbs)	4	4	16	\$45.00	\$720.00	
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up	16	1.5	24	\$45.00	\$1,080.00	
Project Manager / Engineer Review	16	0.5	8	\$120.00	\$960.00	
PM Support Services	16	0.25	4	\$50.00	\$200.00	
						\$5,480
STRUCTURAL STEEL						
Anchor Bolts / Bolted Connections	18	8	144	\$90.00	\$12,960.00	
Welded Connections	18	8	144	\$90.00	\$12,960.00	
Metal Decking	12	8	96	\$90.00	\$8,640.00	
Certified Welding Inspector Overtime			0	\$135.00	\$0.00	
Certified Structural Steel Inspector Overtime			0	\$135.00	\$0.00	
Project Manager / Engineer Review	48	0.5	24	\$120.00	\$2,880.00	
PM Support Services	48	0.25	12	\$50.00	\$600.00	
						\$38,040
MASONRY / MORTAR						
Masonry Monitoring / Masonry Sampling	10	4	40	\$45.00	\$1,800.00	
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up	10	1.5	15	\$45.00	\$675.00	
Project Manager / Engineer Review	10	0.5	5	\$120.00	\$600.00	
PM Support Services	10	0.25	2.5	\$50.00	\$125.00	
						\$3,200

WOOD FRAMING	No. Days	hrs/day	Total	Rate	Subtotal	
Nailing / Bolting / Anchoring Observation			0	\$45.00	\$0.00	\$0
Technician Overtime			0	\$45.00	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	
HIGH STRENGTH GROUT	No. Days	hrs/day	Total	Rate	Subtotal	
Grout Monitoring / Grout Sampling	2	4	8	\$45.00	\$360.00	\$640
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up	2	1.5	3	\$45.00	\$135.00	
Project Manager / Engineer Review	2	0.5	1	\$120.00	\$120.00	
PM Support Services	2	0.25	0.5	\$50.00	\$25.00	
FIREPROOFING	Number	Units	Total	Rate	Subtotal	
Thickness Measurements			0	\$45.00	\$0.00	\$0
Density Testing			0	\$30.00	\$0.00	
Adhesion / Cohesion Testing			0	\$50.00	\$0.00	
Technician Overtime			0	\$67.50	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	
MATERIALS / LAB TESTING / ADDITIONAL SERVICES	Number	Units	Total	Rate	Subtotal	
Floor Flatness / Floor Levelness Testing			0	\$0.05	\$0.00	\$5,465
Floor Flatness / Floor Levelness Testing Technician Time			0	\$45.00	\$0.00	
Proctor Density Testing			0	\$125.00	\$0.00	
Proctor Density Testing w/ Atterberg Limits			0	\$205.00	\$0.00	
Vapor Emmission Testing (Kit Only)			0	\$45.00	\$0.00	
Concrete Cylinders (Foundation)	37	5	185	\$13.00	\$2,405.00	
Concrete Cylinders (Structure)	24	5	120	\$13.00	\$1,560.00	
Masonry / Mortar Specimens	12	4	48	\$13.00	\$624.00	
High Strength Grout Cube Specimens	2	6	12	\$13.00	\$156.00	
On-Site Trailer Mobilization & Monthly Fees			0	\$0.00	\$0.00	
Special Inspection Letter & Engineer Review	1	6	6	\$120.00	\$720.00	
DIRECT COSTS	Trips	Miles	Total	Rate	Subtotal	
Trip Charge	205	56	11480	\$0.70	\$8,036.00	\$8,036
PROJECT ESTIMATE / BUDGET					\$80,239	

Note: This is a good faith estimate based on our understanding of the project. The actual schedule may vary and billing will be based on the unit rates shown on the attached fee schedule for actual hours worked.



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Schedule of Fees

Professional Services:

01. Materials Technician (Staff Technician Level II)	\$45.00 / hr
02. Senior Materials Technician (Staff Technician Level III)	\$49.00 / hr
03. Landfill Technician (Staff Technician Level IV).....	\$55.00 / hr
04. Environmental Technician	\$65.00 / hr
05. Principal Engineer (Principal Professional Level VII)	\$190.00 / hr
06. Senior Project Professional / Project Manager (Sr. Project Manager Level IV)	\$135.00 / hr
07. Professional Engineer (Project Professional Level IV).....	\$120.00 / hr
08. Project Manager (Project Manager Level IV)	\$120.00 / hr
09. Engineer Intern (Staff Professional Level II).....	\$90.00 / hr
10. CWI / Structural Steel Technician (NDT Steel / Welding Inspector).....	\$90.00 / hr
11. CADD Technician (CADD Technician / Draftsman).....	\$70.00 / hr
12. Administrative Support	\$50.00 / hr

Technician rates to be multiplied by 1.5 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Direct Expenses:

13. Travel from Portal to Portal	\$0.70 / mile
14. Other Direct Expenses.....	Cost + 15%

Additional services can be provided and prices quoted upon request



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Laboratory Schedule of Fees

Soils:

01. Field Moisture Content and Density Tests by Nuclear Methods	No Charge
02. Natural Moisture Content (ASTM D2216).....	\$6.00 / test
03. Atterberg Limits (ASTM D4318).....	\$85.00 / test
04. Shrinkage Limit & Shrinkage Ratio (ASTM D427).....	\$165.00 / test
05. Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140).....	\$65.00 / test
06. Grain Size, Sieve Analysis, with hydrometer (ASTM D422).....	\$185.00 / test
07. Grain Size, Sieve Analysis, without hydrometer (ASTM D422).....	\$85.00 / test
08. Rymac Soil Strength Test (SPT Sample).....	\$25.00 / test
09. Resistivity of Soils (ASTM G57).....	\$100.00 / test
10. pH of Soils (ASTM D4972).....	\$35.00 / test
11. Specific Gravity of Soils (ASTM D854).....	\$55.00 / test
12. Organic Content (ASTM D2974).....	\$45.00 / test
13. Moisture-Density Curve (Requires Atterberg Limits Not Included in Test Fee)	
a. Standard Proctor (ASTM D698).....	\$125.00 / test
b. Modified Proctor (ASTM D1557).....	\$130.00 / test
c. One Point	\$55.00 / test
14. Laboratory CBR (ASTM D1883)	
a. In-situ.....	\$215.00 / test
b. Remolded (Not Including Proctor).....	\$300.00 / test
15. Unconfined Compression Test:	
a. Soil Specimen (2-½-inch or 3-inch) (ASTM D2166).....	\$130.00 / test
b. Rock Core Specimen (BX or NX), Cupped (Non-ASTM).....	\$75.00 / test
16. Unit Dry and Wet Weight (ASTM D2216).....	\$50.00 / test
17. One-Dimensional Consolidation Test (1/4 to 16 ton loading) (ASTM D2435)	
(Add \$40.00 for each unload-reload cycle)	
a. Undisturbed Sample	\$395.00 / test
b. Remolded Sample (Proctor Not Included).....	\$375.00 / test
18. One-Dimensional Swell/Settlement Potential of Cohesive Soils (ASTM D4546).....	\$375.00 / test
19. Triaxial Compression Test:	
a. Unconsolidated Undrained (ASTM D2850).....	\$300.00 / 3 pts
b. Consolidated Undrained with Pore Pressure Measurements (ASTM D4767).....	\$635.00 / 3 pts
20. Consolidated-Drained, Undisturbed Sample.....	\$650.00 / test
21. Direct Shear Testing of Soils under Consolidated-Drained Conditions	
2 ½" Specimen (ASTM D3080).....	\$305.00 / test
22. Hydraulic Conductivity (Permeability), Flexible Wall/Backpressure (ASTM D5084).....	\$350.00 / test



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- 23. Moisture-Density of Soil-Cement Mixture (ASTM D558) \$150.00 / test
- 24. Moisture-Density of Soil-Cement Mixture (Modified) \$170.00 / test
- 25. Remolded Soil Specimen for Any Soil Test Above \$50.00 / each

Concrete:

- 01. Curing and Breaking Cylinders \$13.00 / each
- 02. Curing and Breaking Cylinders (Made by Others) \$21.00 / each
- 03. Thin-Wall Concrete Coring, 2-Person Crew and Equipment \$120.00 / hour
- 04. Sawing, Curing, Capping and Breaking Thin-Wall Concrete Cores (ASTM C42) \$45.00 / each
- 05. Floor Flatness / Floor Levelness Testing (ASTM E1155) \$0.05 / sq. ft.
- 06. Petrographic Examination (ASTM C856) \$600.00 / each
- 07. Test Cylinder Sample Preparation Saw Cutting \$25.00 / each
- 08. Hardened Concrete Shrinkage Testing, (ASTM C157) (Set of 3) \$180.00 / each
- 09. Compressive Strength of Grout Prism (Made by Others) \$17.00 / each
- 10. Flexural Strength of Concrete Beams (ASTM C78) \$37.50 / each
- 11. Flexural Strength of Concrete Beams (ASTM C78) (Made by Others) \$37.50 / each
- 12. Mechanical Tension Splice Testing Rebar \$300.00 / each

Aggregates:

- 01. Base Stone Moisture Content and Density Tests by Nuclear Methods No Charge
- 02. Specific Gravity and Absorption, coarse aggregate (ASTM C127) \$70.00 / test
- 03. Specific Gravity and Absorption, fine aggregate (ASTM C128) \$90.00 / test
- 04. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136) \$70.00 / test
- 05. Soundness of Aggregates, Sodium or Magnesium Sulfate
 - a. Five Cycles (ASTM C88) \$350.00 / test
 - b. Bulk Sample Preparation \$50.00 / each
- 06. LA Abrasion (ASTM C535) \$350.00 / each
- 07. Clay Lumps & Friable Particles (ASTM C142) \$75.00 / test
- 08. Organic Impurities in Sands & Concrete (ASTM C40) \$50.00 / test
- 09. Chemical Analysis \$350.00 / test
- 10. Bulk Sample Preparation \$25.00 / each

Asphalt:

- 01. Marshall Mix Design (KM 64-411-90) \$550.00 / each
- 02. Gradation & Asphalt Content (Extraction) (KM 64-405-92 & KM 64-433-89) \$225.00 / each
- 03. Unit Weight & Thickness (AASHTO T166) \$25.00 / each
- 04. Maximum Theoretical Density \$50.00 / each



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Masonry & Mortar:

01. Absorption and As-Received Moisture, Masonry Block Units	\$45.00 / each
02. Absorption Test, Brick, 5-hour with Coefficient.....	\$40.00 / each
03. Compression Test, Brick.....	\$25.00 / each
04. Compression Test, Grout Cylinder	\$15.00 / each
05. Compression Test, Grout Cylinder (Made by Others)	\$17.00 / each
06. Compression Test, Masonry Block Units	\$45.00 / each
07. Compressive Strength Test of Mortar Cubes (ASTM C109).....	\$13.00 / each
08. Equivalent Thickness Masonry Block Unit.....	\$10.00 / each
09. Modulus of Rupture, Brick	\$30.00 / each

Fireproofing:

01. Bond Strength.....	\$50.00/each
02. Density	\$30.00/each

Specialty Testing:

Based on our experience and network of contacts we can provide or develop most specialty tests on an individual basis as requested.

CLIENT PROJECT SERVICES AGREEMENT

Murfreesboro Police Headquarters

TTL Proposal Number P02816044 (Rev 2)

Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated June 22, 2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and **no duty to defend is hereby created by this indemnity provision** and such duty is **explicitly waived** under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

CLIENT PROJECT SERVICES AGREEMENT

Murfreesboro Police Headquarters

TTL Proposal Number P02816044 (Rev 2)

Page 2 of 2

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

18. Unforeseen Circumstances. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

19. Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: _____
Authorized by: _____ Date: _____
Print name: _____ Title: _____
Address: _____ Telephone no.: _____
City and state: _____ Zip: _____ Fax no.: _____
E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: TTL, Inc.
Firm address for notifications: 5010 Linbar Drive, Suite 153, Nashville, Tennessee 37211
TTL approval by: _____ Date: _____
Print name: Michael A. Cochrane, P.E. Title: Nashville Branch Manager

June 28, 2016



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Mr. Chris Griffith, P.E.
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37133

RE PROPOSAL FOR GEOTECHNICAL OBSERVATIONS AND TESTING SERVICES

Lytle Street Improvements – Phase 2
Murfreesboro, Tennessee
TTL Proposal No. P02816058

Dear Mr. Griffith:

Thank you for the opportunity to provide materials engineering and testing services for your Lytle Street Improvements – Phase 2 project in Murfreesboro, Tennessee. This proposal contains our understanding of the project, the requested scope of services, and fee and scheduling information.

PROJECT INFORMATION

The City of Murfreesboro is planning to realign and make improvements to Lytle Street. This phase of the project is located between Barker Street and Church Street. The improvements will also include some improvements to Walnut Street and Maple Street, between Burton Street and College Street. Plans are also being made to lower grades along the portion of Burton Street located between Maple Street and Church Street. We understand that the regrading will likely include maximum cut depths of about 6 feet.

REQUESTED SCOPE OF SERVICES

The services requested for this project include:

- Observe structural cut and fill activities and measure compaction efforts with a nuclear gauge and/or proofrolls of each lift;
- Perform supporting laboratory testing of proposed fill material;
- Perform in-place density testing on asphalt placed for the project;
- Make test specimens and perform field tests on plastic concrete in accordance with the specifications. Tests will include slump, air content, unit weight, and temperature; and,
- Cure the concrete samples in our laboratory and test the specimens for compressive strength.

Upon request, we can issue draft copy field or testing reports for each site visit. Our project manager will review the draft field reports and test results before these documents are issued as final and will also be available for consultation at your request.

The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control.

Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

We require 24 hours' notice when scheduling our personnel to avoid interruptions in service.

COMPENSATION

We will provide our services on a time and materials basis according to the attached schedule of fees. Our fees depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will issue invoices on a monthly basis to keep you apprised of the budget status.

AUTHORIZATION

To formally authorize us, we request that you sign where indicated below and return a copy of this proposal to us. Our services will be performed in accordance with the attached Terms and Conditions, which were previously approved by the City Attorney for the City of Murfreesboro.

ACKNOWLEDGEMENT

We appreciate this opportunity to be part of the project team. If you have any questions, or require any additional information, please do not hesitate to contact us.

Sincerely,
TTL, Inc.



Martin L. Medley, II, P.E.
CMT Group Leader



Mark A. Herrmann, P.E.
Principal Engineer

Attachments: Fee Schedule
Copy of Executed Client Project Services Agreement

Authorized By:

Client (Signature and Date)

***Approved to as form
City Attorney***

SCHEDULE OF FEES
East Lytle Street
Murfreesboro, Tennessee
TTL Proposal No. P02816058

Professional Services:

01. Materials Technician (Staff Technician Level II).....	\$45.00 / hr
02. Senior Materials Technician (Staff Technician Level III).....	\$49.00 / hr
03. Principal Engineer (Principal Professional Level VII).....	\$190.00 / hr
04. Senior Project Professional / Project Manager (Sr. Project Manager Level IV).....	\$135.00 / hr
05. Professional Engineer (Project Professional Level IV).....	\$120.00 / hr
06. Project Manager (Project Manager Level IV).....	\$120.00 / hr
07. Engineer Intern (Staff Professional Level II).....	\$90.00 / hr
08. CWI / Structural Steel Technician (NDT Steel / Welding Inspector).....	\$90.00 / hr
09. CADD Technician (CADD Technician / Draftsman).....	\$70.00 / hr
10. Administrative Support.....	\$50.00 / hr

Technician rates to be multiplied by 1.5 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Direct Expenses:

11. Travel from Portal to Portal.....	\$0.70 / mile
12. Other Direct Expenses.....	Cost + 15%

Additional services can be provided and prices quoted upon request



SCHEDULE OF FEES
East Lytle Street
Murfreesboro, Tennessee
TTL Proposal No. P02816058

Laboratory Schedule of Fees

Soils:

01. Field Moisture Content and Density Tests by Nuclear Methods.....	No Charge
02. Natural Moisture Content (ASTM D2216)	\$6.00 / test
03. Atterberg Limits (ASTM D4318).....	\$85.00 / test
04. Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140)	\$65.00 / test
05. Grain Size, Sieve Analysis, with hydrometer (ASTM D422)	\$185.00 / test
06. Grain Size, Sieve Analysis, without hydrometer (ASTM D422)	\$85.00 / test
07. Organic Content (ASTM D2974).....	\$45.00 / test
08. Moisture-Density Curve (Requires Atterberg Limits Not Included in Test Fee)	
a. Standard Proctor (ASTM D698).....	\$125.00 / test
b. Modified Proctor (ASTM D1557)	\$130.00 / test
c. One Point.....	\$55.00 / test
09. Unit Dry and Wet Weight (ASTM D2216)	\$50.00 / test
10. One-Dimensional Consolidation Test (1/4 to 16 ton loading) (ASTM D2435)	
(Add \$40.00 for each unload-reload cycle)	
a. Undisturbed Sample	\$395.00 / test
b. Remolded Sample (Proctor Not Included)	\$375.00 / test

Concrete:

01. Curing and Breaking Cylinders	\$13.00 / each
02. Curing and Breaking Cylinders (Made by Others).....	\$21.00 / each
03. Thin-Wall Concrete Coring, 2-Person Crew and Equipment.....	\$120.00 / hour
04. Sawing, Curing, Capping and Breaking Thin-Wall Concrete Cores (ASTM C42).....	\$45.00 / each
05. Floor Flatness / Floor Levelness Testing (ASTM E1155)	\$0.05 / sq. ft.
06. Petrographic Examination (ASTM C856)	\$600.00 / each
07. Test Cylinder Sample Preparation Saw Cutting.....	\$25.00 / each
08. Hardened Concrete Shrinkage Testing, (ASTM C157) (Set of 3)	\$180.00 / each
09. Compressive Strength of Grout Prism (Made by Others).....	\$17.00 / each
10. Flexural Strength of Concrete Beams (ASTM C78).....	\$37.50 / each
11. Flexural Strength of Concrete Beams (ASTM C78) (Made by Others).....	\$37.50 / each
12. Mechanical Tension Splice Testing Rebar	\$300.00 / each



SCHEDULE OF FEES
East Lytle Street
Murfreesboro, Tennessee
TTL Proposal No. P02816058

Aggregates:

01. Base Stone Moisture Content and Density Tests by Nuclear Methods.....	No Charge
02. Specific Gravity and Absorption, coarse aggregate (ASTM C127).....	\$70.00 / test
03. Specific Gravity and Absorption, fine aggregate (ASTM C128)	\$90.00 / test
04. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136).....	\$70.00 / test
05. Soundness of Aggregates, Sodium or Magnesium Sulfate	
a. Five Cycles (ASTM C88).....	\$350.00 / test
b. Bulk Sample Preparation.....	\$50.00 / each
06. LA Abrasion (ASTM C535).....	\$350.00 / each
07. Clay Lumps & Friable Particles (ASTM C142)	\$75.00 / test
08. Organic Impurities in Sands & Concrete (ASTM C40)	\$50.00 / test
09. Chemical Analysis	\$350.00 / test
10. Bulk Sample Preparation	\$25.00 / each

Asphalt:

01. Marshall Mix Design (KM 64-411-90).....	\$550.00 / each
02. Gradation & Asphalt Content (Extraction) (KM 64-405-92 & KM 64-433-89).....	\$225.00 / each
03. Unit Weight & Thickness (AASHTO T166).....	\$25.00 / each
04. Maximum Theoretical Density.....	\$50.00 / each

Specialty Testing:

Based on our experience and network of contacts we can provide or develop most specialty tests on an individual basis as requested.





geotechnical • analytical • materials • environmental

CLIENT PROJECT SERVICES AGREEMENT

TTL, Inc. (referred to herein as TTL) is pleased to provide the services described below. The purpose of this document and any attachments is to obtain your authorization for the work requested and to confirm the terms and conditions under which these services will be provided to you (referred to herein as Client).

Compensation for services rendered will be based on the attached Schedule of Fees (or as otherwise indicated below) which is a part of this Work Authorization. If TTL is asked to modify the scope of the Work Authorized at Client's request or determines during the execution of the Work Authorized that a modification of the scope is required, TTL will promptly seek and confirm in writing a mutually agreeable revision of the scope of the Work Authorized and associated fees.

PROJECT IDENTIFICATION:

Project Name Stones River Greenway
Project Location Murfreesboro, Tennessee
TTL Proposal No. P01812145 TTL Office Nashville
Client Project / Job No. _____ TTL Project Manager Mark Herrmann

CLIENT CONTACT FOR REPORTING PURPOSES:

Firm _____ Attention _____
Address _____ Telephone No. _____
City and State _____ Zip Code _____ Fax No. _____
Email Address _____ Cell No. _____

CLIENT CONTACT FOR BILLING PURPOSES:

Firm _____ Attention _____
Address _____ Telephone No. _____
City and State _____ Zip Code _____ Fax No. _____
Email Address _____ Cell No. _____

DESCRIPTION OF SERVICES AUTHORIZED: (Consulting, Observations, Testing, Drilling and/or Reports)

COMPENSATION:

- Lump Sum \$ _____
- PER ATTACHED PROPOSAL FOR SERVICES
- TIME AND MATERIALS PER ATTACHED SCHEDULE OF FEES

PROJECTED TIME OF COMPLETION: per agreement

Check here if the Client Project Services Agreement will serve as a Master Agreement and specify the contract termination date: _____

(Master agreements involve potentially more than one project over a defined contract period; unless otherwise specified, the termination date will be established as 1 year from the date of contract and automatically renews annually subject to changes in compensation unless the agreement is terminated by either party by giving 30-day advance written notice)

TERMS AND CONDITIONS BETWEEN TTL AND CLIENT

SECTION 1. SITE RESPONSIBILITIES

1.1 Client will provide right of entry for TTL and all necessary equipment in order for TTL to complete the Work Authorized.

1.2 While TTL will take reasonable precautions to avoid damage to Client's property, Client acknowledges that in the normal course of performing the Work Authorized, some damage to lawns, landscaping, pavement or other property may occur. Client agrees that the correction of such damage is not TTL's responsibility and will be undertaken by Client at Client's sole expense.

1.3 If part of the Work Authorized, TTL will observe the work of the contractor or subcontractor. TTL does not guarantee the performance of the contractor or subcontractor by TTL's performance of such construction observation. TTL's undertaking hereunder shall not relieve the contractor or subcontractor of the contractor's/subcontractor's obligation to perform the work in conformity with the contract documents, including plans and specifications. TTL's observation of any contractor's or subcontractor's procedures is not intended to include a review of the adequacy of such contractor's or subcontractor's safety measures on or near the site. It is agreed TTL is not responsible for safety or security at the site, and TTL does not have the right or duty to stop the work of others.

SECTION 2. PROJECT INFORMATION

2.1 Client will furnish to TTL all plans, specifications, project requirements, drawings, guidelines and any other project information (referred to herein as Project Information) necessary to perform the Work Authorized. Client shall be responsible for furnishing to TTL any changes in said Project Information of which Client becomes aware or which are made by Client as the work progresses.

SECTION 3. STANDARD OF CARE

3.1 Services performed by TTL under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of TTL's profession practicing under similar conditions at the same time and in the same geographic location. No other warranty, expressed or implied (including, by way of illustration and not by way of limitation, warranties of fitness for a particular purpose or warranties of merchantability) is made or intended and the same are specifically disclaimed. Client shall not be entitled to assert a claim against TTL based on any theory of negligence or violation of the standard of care unless and until Client has obtained the written opinion from a licensed, independent and reputable engineering and/or environmental professional, as appropriate for the services in question, that TTL has violated the standard of care applicable to TTL's performance of those services under this Agreement.

3.2 Field test and boring locations described in TTL's report to Client or shown on TTL's sketches are based on specific information furnished to TTL by Client and/or others or estimates made in the field by TTL's technicians. All such dimensions, depths or elevations are approximations unless otherwise stated in TTL's report.

3.3 Client recognizes that conditions may vary from those encountered at the location where borings, tests, samplings, surveys, or explorations are made by TTL and that site and subsurface conditions may change over time. Client understands that the data, interpretations, and recommendations of TTL are based solely on the information available to TTL at the time of testing. TTL will be responsible for the data, interpretations, and recommendations developed by TTL, but shall not be responsible for the interpretation by others of the information developed.

3.4 TTL will adhere to Project Information which is provided by Client. However, Client agrees that TTL will not be responsible for any adverse outcome which results from TTL's adherence to that Project Information. Client will defend, hold harmless and indemnify TTL from and against all losses, costs, expenses and damages, including but not limited to attorneys' fees and court costs, which may be incurred by or on account of TTL's performance or non-performance in reliance upon the Project Information.

3.5 It is expressly agreed that TTL may rely upon information provided by Client (or by third parties on behalf of or at the request of Client) without any duty to independently verify the correctness or accuracy thereof. Client agrees to indemnify, defend and hold harmless TTL from and against liabilities arising from the inaccuracy or incorrect information (if any) in such Client-provided information, and Client further waives any claims as to TTL relating to losses created by such inaccurate or incorrect Client data.

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SECTION 4. RISK ALLOCATION, LIMITATIONS AND WAIVERS OF CERTAIN CLAIMS

4.1 There are relative risks and benefits for TTL and Client arising from their agreement regarding the Work Authorized. TTL and Client have discussed these risks and benefits and have negotiated to allocate the risks as described in Section 4.2.

4.2 TTL agrees to perform the Work Authorized for the compensation agreed and Client agrees, to the fullest extent allowed by law, to limit the total maximum aggregate liability of TTL and that of its officers, directors, employees, agents, assigns and subcontractors for any and all costs, losses, claims, expenses and damages of any nature whatsoever, which might be claimed and proven by, through or on behalf of Client relative to the Work Authorized, due to or on account of any claims and/or causes of action against TTL and/or any of its officers, directors, employees, agents or subcontractors, to ~~\$50,000 or TTL's fee, whichever is greater.~~ ^{\$1,000,000} Such claims and/or causes of action include, but are not limited to, negligence, professional errors and omissions, strict liability, breach of contract and breach of warranty. This allocation of risks shall apply regardless of the causes of action or legal theory, plead or asserted. ~~TTL will consider providing higher limits of liability at the Client's written request, subject to the mutual written agreement of the parties, prior to accepting TTL's proposal, up to a total maximum aggregate of no more than \$1,000,000, provided Client pays a mutually agreed to additional consideration.~~ The additional consideration for the higher liability limit is because of the greater risk assumed by TTL and is not a charge for additional professional liability insurance. Client's signature on the Client Project Services Agreement indicates Client's acknowledgment of and agreement with the allocation of risks as set out in this Section 4.2. Client expressly waives any claims for liquidated damages against TTL.

4.3 Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. "Parties" means Client and TTL and their officers, employees, agents, affiliates and subcontractors. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits against (or in concert with) ~~other parties who may join TTL as a third party defendant.~~ ^{other parties}

4.4 In certain sections of this Agreement, Client agrees to waive certain claims against TTL. Relative to such provisions, these Risk Allocation provisions shall not operate or be construed to operate as allowing anything other than a complete waiver of such claims.

NOTE: Sections 5, 7 and the language regarding test specimens and samples in paragraph 6.1 shall apply if sampling, testing or other intrusive services are part of TTL's scope of services. The ownership of documents provisions in Section 6 apply to all TTL services.

SECTION 5. SUBTERRANEAN STRUCTURES AND UTILITIES

5.1 In the prosecution of the Work Authorized, TTL will take reasonable precautions to avoid damage or injury to identified subterranean structures or utilities.

5.2 Client will inform TTL of the locations of all subterranean structures and utilities on Client's property before the Work Authorized begins. Client agrees to hold TTL harmless ^{to the extent permitted under Tennessee law.} for any damages to subterranean structures and utilities which are not brought to TTL's attention or not correctly shown in the Project Information furnished.

5.3 TTL will contact the local "one-call" utility authority, but assumes no responsibility with respect to utilities beyond that action. Under no circumstances is TTL responsible for notifying the one-call authority for work performed by parties other than TTL and its subcontractors.

SECTION 6. OWNERSHIP OF DOCUMENTS AND SAMPLES

6.1 All reports, boring logs, field data, test specimens, drilling samples, field notes, laboratory test data, calculations, estimates, and other documents prepared by TTL, as Instruments of Service, shall remain the property of TTL. ~~These documents, specimens and samples will be considered confidential, and they will not be available to any other entity unless express consent is obtained in writing from Client.~~

6.2 TTL will render a Report (written or verbal, as particular circumstances dictate) to Client regarding the work performed.

6.3 Client agrees that any written Report and other work furnished to Client or Client's agents, for which full payment has not been made to TTL, will be returned to TTL upon demand and will not be used by Client for any purpose whatsoever or disseminated to any third parties by Client.

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6.4 TTL will retain pertinent documents relating to the services performed for a period of five (5) years following submission of TTL's Report, during which period the documents will be made available to Client within a reasonable time after TTL receives a written request from Client specifically identifying the documents sought.

6.5 All TTL communications, reports, analyses, proposals (and any related documents, plans or specifications), electronic or hard copy, all collectively referred to in this provision as the "documents", are provided by TTL for the sole and exclusive use and reliance of the Client, without any intended or contemplated third party beneficiaries. All copies (electronic or hard copies) of any reports provided to third parties by Client or TTL are intended solely and only for informational purposes absent a Secondary Client Agreement, as discussed immediately following. Under no circumstances may any third party rely upon any TTL "documents" (as defined above) without first executing a TTL-approved Secondary Client Agreement. No disclosure (in hard copy or electronically, in full text or in summary) to third parties for reliance without an approved and executed TTL Secondary Client Agreement on file with TTL is approved or intended by TTL and any such third party coming into possession of any "documents" (as defined above) in breach of these provisions may not rely on TTL reports, documents, plans or specifications. If any "documents" are not paid for in full pursuant to TTL's invoice within the time required under this Agreement, Client agrees that TTL may cease any or all work for Client (TTL providing no plans, reports, work site services, presentations or reports to regulators [if any are required] and attending no meetings or conferences) until and unless paid in full by Client. Client expressly agrees hereby that full and prompt payment to TTL is a fundamental inducement for TTL to agree to provide services to Client and that failure to make payment by Client is a material breach of this Agreement. In the event that TTL suspends work for failure to pay, Client waives any and all claims against TTL or TTL personnel under applicable laws or professional canons for any and all losses, harms, liabilities or costs experienced or suffered by Client following TTL's suspension of services. If the full amount of the TTL invoice is not paid within 7 calendar days, Client agrees that TTL may elect to treat this Agreement as irrevocably breached by Client and permanently suspend all services and refuse to provide any documents or reports. In such event, TTL may demand (and Client must immediately return at Client's sole cost and expense) that all hard copies of all TTL reports, plans, specifications, test results, letters or communications be returned to TTL and Client must further, within 3 business days of TTL's demand, certify without exception in a sworn affidavit executed by an Officer of Client that any and all electronic copies of such information have been destroyed by Client at Client's sole cost and expense, wherever located (networks, work stations, personal computers, laptops, phones, PDAs, remote internet storage, servers, archives wherever or however maintained, backup files and all related electronic or hard copy storage mediums or methods). No demand for mediation by Client or TTL shall impact TTL's rights under this provision and no mediation or subsequent litigation shall impair the waiver by Client of claims against TTL in this provision.

SECTION 7. DISPOSAL OF SAMPLES

7.1 Test specimens will be disposed of promptly upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of TTL's Report. Upon written request received before the disposal dates identified in this Section 7.1, TTL will retain test specimens and/or drilling samples for a mutually acceptable storage charge.

SECTION 8. DISCOVERY OF UNANTICIPATED TOXIC OR HAZARDOUS MATERIALS

8.1 Client warrants that a reasonable effort to inform TTL of known or suspected toxic or hazardous materials on or near the project site has been made. TTL acknowledges Client has informed them the site is adjacent to a

8.2 Hazardous or toxic materials may exist at a site where there is no reason to believe they could or should be present. TTL and Client agree that the discovery of unanticipated toxic or hazardous materials will (unless agreed otherwise in writing by TTL and Client following the discovery of such materials) constitute a changed condition mandating a renegotiation of the Work Authorized or termination of services. TTL and Client also agree that the discovery of unanticipated toxic or hazardous materials may make it necessary for TTL to take immediate measures to protect health and safety. In such event, Client appoints TTL as Client's Limited Agent in connection with such immediate measures. Client agrees to compensate TTL for any costs it may incur, such as, but not limited to, equipment decontamination costs or other costs incident to the discovery of unanticipated toxic substances or hazardous waste, and (recognizing that in such situations initial information can be inadequate or incorrect, and that

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to the extent permitted
under Tennessee law

TTL will act upon such information in good faith) to fully indemnify TTL for all costs, expenses and liabilities, including reasonable attorney's fees, experienced by TTL in connection therewith except to the extent of TTL's negligence, subject always to the limitation of liability set out elsewhere in this agreement.

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8.3 During the performance of the Work Authorized, TTL agrees to notify Client when unanticipated toxic or hazardous materials or suspected toxic or hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold TTL harmless for any and all consequences of disclosures made by TTL which are required by governing law or professional ethical canons. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated toxic or hazardous materials or suspected toxic or hazardous materials.

to the extent permitted
under Tennessee law

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8.4 Notwithstanding any other provision of this Agreement, Client waives any claim against TTL, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold TTL harmless from any claim, liability, and/or defense costs for injury or loss arising from TTL's discovery of unanticipated toxic or hazardous materials or suspected toxic or hazardous materials, including, but not limited to, any costs created by delay of the Work Authorized, delay of Client's project and/or cost associated with possible reduction of the property's value.

to the extent permitted
under Tennessee law

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8.5 Client will be responsible for ultimate proper disposal of any samples secured by TTL which are found to be contaminated.

8.6 In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, as a fundamental consideration to induce TTL to perform its services, Client agrees to defend, hold harmless and indemnify TTL from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by TTL's negligence or willful misconduct, resulting from:

to the extent permitted
under Tennessee law

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- A. Client's (or any person or entity sharing legal liability with Client) violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- B. Client's (or any person or entity sharing legal liability with the Client) undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- C. Toxic or hazardous substances or constituents introduced at the site by Client (or any person or entity sharing legal liability with Client) before, during or after the completion of TTL's services;
- D. Allegations that TTL is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to TTL's services; and
- E. Any suit or claim for damages against TTL by, through or on behalf of Client, alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of TTL's services under this Agreement.

SECTION 9. BIOLOGICAL POLLUTANTS

9.1 Except to the degree specified in an accompanying proposal letter, TTL's work specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. TTL's Instruments of Service will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that TTL has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants.

SECTION 10. INSURANCE

IN A MINIMUM AMOUNT OF \$1,000,000
PER COVERAGE

10.1 TTL represents and warrants that it and its agents, staff, and consultants are protected by worker's compensation insurance to the extent required by law. TTL maintains insurance coverage for general liability, automobiles, and professional errors and omissions, as TTL deems to be adequate and subject to commercial availability. Certificates for all such policies of insurance will be provided to Client, if Client so requests in writing.

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SECTION 11. INVOICES

11.1 The Work Authorized will be accomplished in a timely, workmanlike, and professional manner by TTL, at the unit fees quoted, or as otherwise agreed herein. If, during the execution of the Work Authorized, TTL is required to stop operations as a result of changes in the Work Authorized, such as requests by the Client or requirements of third parties, additional charges may be applicable.

11.2 As deemed appropriate by TTL, Client may be required to complete a credit application and/or obtain personal or corporate guaranties prior to the commencement of or during the performance of the Work Authorized.

11.3 TTL will submit invoices to Client on a monthly basis and a final bill upon completion of the Work Authorized. Invoices will show charges for different personnel and expense classifications if the work is performed on a time and materials basis. A more detailed separation of charges and back-up data can be provided upon Client's specific prior written request.

11.4 Payment is due upon presentation of Invoice and is past due thirty (30) days after the Invoice date. If payment is not received by TTL within 30 days from the date of TTL's Invoice, Client agrees to pay the lesser of 1 ½ % per month or the maximum rate allowed by law, on the past due amount until the amount is paid in full, plus the hourly rate for the time of TTL's employees, reasonable attorney fees, and all other costs incurred by TTL in collecting the amounts due TTL under this Agreement.

SECTION 12. TERMINATION

12.1 The agreement between TTL and Client may be terminated by either party upon seven (7) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TTL shall be paid for services performed to the termination notice date plus reasonable termination expenses. If Client fails to pay TTL, then this termination provision shall be governed by the language in paragraph 6.5 concerning termination, return of documents, destruction of electronic copies and waivers of claims by Client for suspension of services by TTL for non-payment.

13. DISPUTE RESOLUTION

13.1 In the unlikely event a dispute or claim or breach arises out of this Agreement, the parties will attempt to settle the dispute between each other. Failing that, the parties agree to settle any such dispute, claim, or breach through Mediation, where a non-biased mediator is chosen by the American Arbitration Association (AAA); however, this mediation provision shall not apply to disputes regarding payment of TTL's fees where this may be a violation of state or applicable law. Notwithstanding anything above to the contrary, the parties agree that the mediation proceedings shall be held in ~~Fuscaloosa, Alabama~~ *Turnerford County, Tennessee*

13.2 Either TTL or Client may demand mediation at any point. Upon demand for mediation by either TTL or Client, the parties shall attempt to select a mediator within 3 business days.

13.2.1 If the parties are unsuccessful, the mediator shall be selected pursuant to the mediation rules and from the AAA mediation panel by AAA.

13.2.2 The costs of the mediation shall be borne equally by the parties.

13.2.3 The mediation shall be held within 30 business days of the demand for mediation.

13.2.4 If the parties are unable to resolve the matter through mediation, absent any contrary agreement in writing between the parties, either party may institute litigation, and it is agreed that no offers, communications, presentations or evidence made or presented in the course of the mediation shall be admissible in the litigation.

13.2.5 This dispute resolution section (or any subparagraph hereof) shall not interfere with or impede (or be construed to interfere with or impede) any rights of TTL and any waiver of claims by Client under paragraph 6.5.

13.2.6 Any litigation of a dispute relative to the amount owed TTL under an invoice after mediation has failed shall be limited only to the amount owed under the invoice, and it is further agreed that any such litigation shall be for the sole purpose of deciding whether or not Client owed TTL none, some or all of the invoice amount, plus applicable interest, fees, costs, etc.

13.2.7 In the event that a mediation settlement or any litigation between the parties results in the Client owing less than the amount demanded by TTL under its invoice per Paragraph 6.5, then Client agrees that Client's sole remedy in all events in any such litigation over the invoice amount shall be limited to a refund of any monies paid to TTL

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pursuant to the invoice for which TTL has demanded payment and which a reviewing court finds were not owed, plus interest on such amount at the Prime Rate as of the date of payment by Client to TTL as set out in the Wall Street Journal.

13.2.8 It is agreed that any and all claims of whatsoever nature relating to or arising out of Client liabilities, losses, expenses, costs, fees and the like (of every kind and nature whatsoever) which result directly or indirectly from TTL's suspension of services (and demand for return of "documents") following client's failure to pay an invoice in full after TTL's demand for payment, plus any and all associated or derivative or related claims or rights to payment or other relief of whatsoever nature are irrevocably waived by Client in Paragraph 6.5 and may not be asserted in any mediation or litigation.

SECTION 14. OPINIONS OF COST

14.1 If requested, TTL will use its professional efforts and experience on similar projects in an attempt to provide order-of-magnitude opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, TTL's designs or TTL's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with TTL. Client understands that the actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, legal requirements, applicable building codes, and many other factors beyond TTL's control.

SECTION 15. ASSIGNS

15.1 Neither the Client nor TTL may delegate, assign, sublet or transfer their duties under or interest in this Agreement without the prior written consent of the other party.

SECTION 16. SEVERABILITY

16.1 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SECTION 17. GOVERNING LAW

17.1 Client and TTL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Alabama. *Tennessee*

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SECTION 18. ENTIRE AGREEMENT

18.1 This Agreement and its attachments constitute the entire agreement between TTL and Client. All understandings and agreements heretofore reached by and between TTL and Client are merged into this agreement, which alone fully and completely expresses their understandings. No representation or warranty made by any party which is not contained herein or expressly referred to herein has been relied on by any party entering into this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and TTL, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client (Owner) and TTL and not for the benefit of any other party.

AUTHORIZED BY (Client Signature) _____
(Signature warrants his/her authority to bind the entity represented herein)

PRINT NAME AND TITLE _____ Date _____

TTL APPROVAL BY _____

PRINT NAME AND TITLE _____ Date _____



. . . creating a better quality of life

July 18, 2016

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Request to Use Competitive Sealed Proposal Method of Procurement for the Purchase of Equipment, Installation, Training and Support Services for a Video Surveillance System for our Parks and Recreation Buildings

Background

Purpose:

The City of Murfreesboro is seeking a reputable, experienced and professional vendor to purchase equipment, install, integration, train and provide support for a network-based video surveillance system. The Information Technology Department wishes to use the request for competitive sealed proposal (RFCSP) method of procurement to choose a vendor to provide these services.

Scope of Work:

The range of camera capabilities is constantly changing and the timeframe to complete this project is short. The City Council is recommended to approve the use of RFCSP procurement method so that we can award the contract based on the vendor's ability to meet location-specific requirements, support efforts, expectations and pricing, rather than to develop specific specifications and award only in consideration of the lowest price.

Selection Process:

Factors to consider in the evaluation process include capabilities of equipment, business needs and requirements, vendor experience, pricing and support response times.

The five (5) criterion and assigned weighting percentages are as follows: 1) Experience (15%), 2) Proposal (25%), 3) Support (15%), 4) Training (10%) and Cost (35%).

Fiscal Impact

These cameras are budgeted as part of the current fiscal year budget within the Parks and Recreation Department.

Recommendation

Pursuant to State law and City Code, I respectfully request City Council's approval of the use of the request for competitive sealed proposal method of procurement (RFCSP) for the purchase of equipment, installation, training and support services for a network-based video surveillance system. By approving this request, you will be authorizing staff to use the RFCSP method to acquire such equipment and support services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Lilly". The signature is fluid and cursive, with a large initial "C" and "L".

Chris Lilly, CGCIO
Director, Information Technology Department

Nashville Location

938 Havenhill Drive
Nashville, TN 37217



Believe • Belong • Become

Pastor Vincent L. Windrow

Phone: 615-941-1268

Website: www.OliveBranchChurch.org

Murfreesboro Location

1115 Minerva Drive
Murfreesboro, TN 37130

July 15, 2016

Mrs. Georgia Meshotto
City of Murfreesboro
P O Box 1139
Murfreesboro, TN 37133-1139

SUBJECT: Displaying of Banner - Stacy B. Windrow 5K Run/Walk

Dear Mrs. Meshotto,

I am writing to request permission to display a banner across Main Street the week of August 8th – August 12th, 2016. Olive Branch Church will host its 8th Annual Stacy B. Windrow 5K Run/Walk, Saturday, September 17, 2016. The 8th Annual Stacy B. Windrow 5K benefits Feed America First. Feed America First is a faith based 501(c) 3 hunger relief agency based out of Murfreesboro. Total donations last year allow Feed America First to serve over 60,000 families. We would like to inform and invite the community to register for this event. Registration link: www.stacy5k.com

Mrs. Meshotto has indicated that the week of August 8th – August 12th, 2016 was available. Can you please respond via email to me at gmcknight@olivebranchchurch.org whether permission is granted and inform me of any fees or conditions that may be required?

Thank you for your time and consideration of this request. I look forward to hearing back from you at your earliest convenience.

Sincerely,

Greg McKnight

Greg McKnight
Olive Branch Church
Director of Operations

June 2, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, June 2, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young

Council Member Ron Washington was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/Finance Director
Erin Tucker, Assistant Finance Director
David Ives, Assistant City Attorney
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Chris Griffith, City Engineer
Glen Godwin, Director of Human Resources

Mayor McFarland paid tribute to the former Council Member Mary Huhta and the numerous boards and commissions she served on as well as her active participation in many other organizations in this community. She will be greatly missed.

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland stepped down to the podium to read a Proclamation declaring May 21, 2016 as "Kids to Parks Day". The Proclamation would be posted in a Parks & Recreation Facility.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Community Development Director:
 - A. Housing Rehab: 2315 Richmond Avenue.
 - B. Housing Rehab: 329 South Highland Avenue.
- 2) Letter of recommendations from the Community Development Grant Coordinator: Use of funds through the Affordable Housing Assistance Program for 207 Richardson Avenue and 2563 Saratoga Court.
- 3) Letter of recommendations from the Parks & Recreation Director:
 - A. Bids for installation of Richard Siegel Park Fence.
 - B. Change Order No. 2 for installation of Cannonsburgh fence.
- 4) Letter of recommendations from the City Recorder/Finance Director: State CT-0253 Form for the April 2016 Bond Issue.
- 5) Letter of recommendations from the Street Division Superintendent:
 - A. Purchase of three (3) 2016 Ford F250 Crew Cab 4 x 4 Trucks.
 - B. Purchase of one (1) Dodge Ram 5500 4WD.
- 6) Letter of recommendations from the Principal Planner:
 - A. Mandatory Referral at Adams Place.
 - B. Mandatory Referral at Stones River Manor.

- 7) Letter of recommendations from the Assistant Urban Environmental Director: Purchase of a Bandit 2550XP Self Propelled Stump Grinder.
- 8) Letter of recommendations from the Fleet Services Director:
 - A. Award Bulk Fuel Contract to D & D Oil Company, Murfreesboro, TN.
 - B. Award Fleet Custodial Services Contract to Titan Franchising LLC d/b/a Jani-King of Nashville.
- 9) Letter of recommendations from the Transportation Director: Contract Amendment No. 1 with Regional Transportation Authority (RTA) for Provision of Transit Services for FY 2016.
- 10) Letter of recommendations from the City Engineer:
 - A. Extension of the Annual City Paving Contract.
 - B. Extension of the Annual City Concrete & Storm Drainage Contract.
- 11) Letter of recommendations from the Water & Sewer Board:
 - A. Joint Funding Agreement with Department of Interior Geological Survey for Stream Monitoring at West Fork Stones River.
 - B. Amendment to renew Memorandum of Understanding with MTSU for Stormwater Education Services for 2016-17.
 - C. Final Change Order: Sinking Creek WWTP-Phase 4C Headworks.
 - D. Final Change Order: Southwest Regional Pump Station.
 - E. Contingency Allowance Allocations for Sinking Creek WWTP-Phase 4D.
 - F. Proposal for Engineering Services for Wilkinson Pike reconstruction from Thompson Lane to Chamber of Commerce.
- 12) Request to hang banner across East Main Street: International Folkfest 2017, June 9-19, 2017.

(Insert letters from the Community Development Director, Community Development Grant Coordinator, Parks & Recreation Director, City Recorder/Finance Director, Street Division Superintendent, Principal Planner, Assistant Urban Environmental Director, Fleet Services Director, Transportation Director, City Engineer and Water & Sewer Board here.)

Mr. Smotherman made a motion to approve the Consent Agenda in its entirety. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Vice-Mayor Young made a motion to approve the minutes as written and presented for the special joint meeting on May 12, 2016 (MED Power Board); regular meeting held on May 12, 2016; and special meeting held on May 19, 2016 (Budget Review). Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The following letter from the City Attorney was presented to the Council:

(Insert letter dated May 23, 2016 here regarding ORDINANCE 16-O-23 pertaining to City Code deletions and amendments.)

An ordinance, entitled "ORDINANCE 16-O-23 amending the Murfreesboro City Code, Chapters 5, 11½, 16, 17½, 18, 18½, 21, 24 and 33 to delete or amend unused or unnecessary sections of Code to prepare for publication," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Ms. Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young

Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to consider a Certificate of Compliance for Wine in Retail Stores for Troy K. Layne at Kroger #565, 4432 Veterans Parkway. The City Recorder/Finance Director indicated that the application was in order and recommended approval.

Vice-Mayor Young made a motion to approve a Certificate of Compliance for Wine in Retail Stores for Troy K. Layne at Kroger #565. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-19 adopted by the City Council on April 21, 2016, to consider rezoning approximately 9.5 acres located along Lascassas Pike and North Rutherford Boulevard from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District; George Huddleston, Jr., applicant [2016-413]. Notice of said public hearing was published in the May 16, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the applicant's zoning change request located along Lascassas Pike, North Rutherford Boulevard and Old Lascassas Road. Subject property was rezoned to PCD in 2003 to allow a grocery store with retail shops; however, it has not developed as proposed. Surrounding zonings include Local Commercial (CL) District, Residential Multi-Family Twelve (RM-12) District, Residential Multi-Family Sixteen (RM-16) District and Highway Commercial (CH) District. Little Garrison Creek (also known as the little big ditch which is an unnamed tributary of Bushman Creek) is identified as a water of the State and crosses subject property. Any future development would have to be designed to meet both local and State regulations. She provided a copy of the uses approved in 2003 as well as an excerpt from the Zoning Ordinance that outlines the uses permitted in the CF District. A neighborhood meeting was held on March 29, 2016 at which very few people were in attendance, and there was no opposition to the request for CF. The Planning Commission held a public hearing and voted unanimously to approve the rezoning request. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 9.5 acres located along Lascassas Pike and North Rutherford Boulevard to Commercial Fringe (CF) District do so at this time. There was no one present who wished to speak for or against the

proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-19 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 9.5 acres along Lascassas Pike and North Rutherford Boulevard from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District; George Huddleston, Jr., applicant [2016-413]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Ms. Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-20 adopted by the City Council on April 21, 2016, to consider 1) adoption of a Plan of Services for and annexation of 0.59 acres and 2) zoning of approximately 0.55 acres located along Veterans Parkway to Commercial Fringe (CF) District which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and rezone approximately 6.5 acres located along Veterans Parkway from Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District [2016-507 & 2016-412]. Notice of said public hearings were published in the May 16, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the applicant's request for annexation and zoning of 4546 Veterans Parkway located along the east side of Veterans Parkway and just south of The Cloister Subdivision. The majority of the property was annexed into the City in 2013 with a companion zoning request of Residential Multi-Family Sixteen (RM-16) District. The applicant has petitioned the City to annex 20' of the 30' strip leaving a 10' strip along the northern boundary of subject property to assure that an "island" in the County to the east would not be created. Meadow Lane and Franklin Estates Subdivisions located to the east are in the unincorporated County. This property does not have any development or structures on it. The annexation plan of services demonstrates that the City will be able to provide services. The property is contiguous with the existing City Limits, and it is within the City's Urban Growth Boundary. Mr. Blomeley noted that a 20'

strip of Veteran's Parkway right-of-way is also included in this annexation request. A neighborhood meeting was held on April 4, 2016 with 12-15 people in attendance. The applicant was present. Mr. Blomeley addressed questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services for and annexation of approximately 0.59 acres located along Veterans Parkway do so at this time. There was no one present who wished to speak for or against the proposed Plan of Services and annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 16-R-PS-20 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Ms. Scales Harris. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-PS-20 here to adopt a Plan of Services for approximately 0.59 acres along Veterans Parkway [2016-507]; Mary Reed, applicant.)

The following RESOLUTION 16-R-A-20 was read to the Council and offered for adoption upon motion made by Ms. Scales Harris, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-A-20 here to annex approximately 0.59 acres along Veterans Parkway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2016-507]; Mary Reed, applicant.)

Mr. Matthew Blomeley, Principal Planner, then presented the applicant's request to zone approximately 0.55 acres located along Veterans Parkway as Commercial Fringe (CF) District simultaneous with the annexation and Plan of Services just approved and to rezone approximately 6.5 acres located along Veterans Parkway from Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District. The applicant's intent is to develop subject parcel as well as the parcel just approved to the south as a commercial development with a tentative plan of some retail office and possibly some self-storage as well. The Cloister single-family residential subdivision to the north is zoned Planned

Residential Development (PRD) District; property directly to the east of subject property across Overall Creek is the Meadow Lane and Franklin Road Estates Subdivisions located in the unincorporated County developed with single-family residential homes; properties directly to the south are undeveloped and zoned Commercial Fringe (CF) and Commercial Highway (CH) Districts; Kroger is developing further to the south on Veteran's Parkway and Franklin Road zoned Highway Commercial (CH) District; and there are commercial properties across Veterans Parkway in the unincorporated County which are large estate lots with single-family homes. Subject property is part of the study area for the General Development Plan for the Blackman Community adopted around 2000. The future land use map in the General Development Plan for the Blackman Community recommends that the subject property develop as "Medium Density Residential" which is defined as "planned areas of single-family homes and attached or zero lot-line units with a density of 4-8 units per acre". The text of the plan also recommends strong support for nodal commercial development patterns centered on major street intersections, specifically Franklin Road and Veterans Parkway as a commercial node. The Planning Commission conducted a public hearing after which they unanimously voted to approve this rezoning request. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of approximately 0.55 acres simultaneous with annexation to Commercial Fringe (CF) District and the proposed rezoning of approximately 6.5 acres to Commercial Fringe (CF) District along Veterans Parkway do so at this time. There was no one present who wished to speak for or against the proposed zoning/rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-20 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 0.55 acres along Veterans Parkway as Commercial Fringe (CF) District simultaneous with annexation and to rezone approximately 6.5 acres from Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District; Mary Reed, applicant [2016-412]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Ms. Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-21 adopted by the City Council on April 21, 2016, to consider rezoning approximately 0.43 acres located at 1216 North Maple Street from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District; Nancy Brown, applicant [2016-416]. Notice of said public hearing was published in the May 16, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the applicant's request for rezoning 1216 North Maple Street to Commercial Fringe (CF) District which is located at the southeast section of North Maple Street and West McKnight Drive. The property was originally developed with a single-family home and zoned Residential Duplex (RD) District. A request was made in 2003 to rezone the property to Planned Commercial Development (PCD) District to construct and operate a dance studio. The PCD zoning limits the permitted uses on this property to only a single-family residence and a dance studio. The dance studio is still in operation; however, it will be closing at some time not yet determined. The applicant feels that the property will be more marketable with the CF zoning if it is not restricted to the limited uses in the current PCD zoning. The property consists of 0.43 acres which has a paved, striped parking area adjacent to the dance studio with the driveway coming off of West McKnight Drive. Any future development of the property with building additions or parking improvements, if the property were to be rezoned to CF, would have to comply with the minimum zoning and development regulations. Subject property is bordered on its east and south sides by RD zoning with mostly single-family uses but also some duplex uses as well. Directly in front of the property is the intersection where Maple Street, McKnight Drive and Memorial Boulevard all converge. Directly across from subject property is the Blue Coast Burrito Restaurant, a sign company and barber shop zoned Highway Commercial (CH) District. A real estate office and Christian Science Reading Room are located across from McKnight Drive. The applicant feels this property has more utility as a commercially zoned parcel considering its visible location at this highly traveled intersection. The Planning Commission unanimously recommended approval of this rezoning request to CF. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of 1216 North Maple Street to Commercial Fringe (CF) District do so at this time.

Ms. Nancy Brown, applicant located at 1216 North Maple Street, was present to address any comments or questions from the Council.

There were no others present who wished to speak for or against the proposed rezoning request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-21 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.43 acres at 1216 North Maple Street from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District; Nancy E. Brown, applicant [2016-416]," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Ms. Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to provisions of T.C.A. 6-56-206 and the City Charter, to consider the proposed 2016-2017 City of Murfreesboro Budget. Notice of said public hearing was published in the May 23, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed 2016-2017 City of Murfreesboro Budget do so at this time.

Mr. Richard Baines, 1319 Parkview Terrace, suggested that there be a line item in the budget, funded by revenues from the red light law enforcement cameras, directed to signage for pedestrian safety.

There were no others present who wished to speak for or against the proposed budget and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Council then took under consideration changes to the proposed City of Murfreesboro 2016-2017 Budget. There was discussion regarding a retreat date; solid waste fees and landfill closing; employee pay increases; increase to insurance premiums and tourist dollars allocated to enhance other venues and events that come to the community. The following amendments were made to the proposed City of Murfreesboro 2016-2017 Budget:

Mr. Shacklett made a motion to approve the following increases to Outside Agencies: Ethos Youth Ensembles (formerly Murfreesboro Youth Orchestra), \$2,500 for a total of \$10,000; Oaklands Association, \$5,000 for a total of \$20,000; Murfreesboro Symphony Orchestra, \$2,500 for a total of \$15,000; International Folkloric Society, \$500 for a total of \$3,000; Dr. Martin Luther King Scholarship, \$2,000 for a total of \$8,000; Boys & Girls Club, \$1,500 for a total of \$7,500; Second Harvest Food Bank, \$2,500 for a total of \$5,000; Read to Succeed, \$1,500 for a total of \$7,500; Jesse C. Beesley Animal Humane, \$500 for a total of \$3,000; Greenhouse Ministries, \$5,000 for a total of \$10,000; Transit Alliance, \$2,500 for a total of \$5,000; and The Journey Home, Inc., \$2,500 (first time request). Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye" except Mr. LaLance and Mr. Smotherman voted "Nay".

Mr. Smotherman made a motion to remove the proposed Hotel/Motel Tax increase of 2.5% for a total reduction of \$825,000. Mr. LaLance seconded the motion. Upon roll call, all members of the Council present voted "Aye".

Vice-Mayor Young made a motion to increase the salary range from 2% to 3% across-the-board. Motion died for lack of a second.

After further discussion on salary increases and insurance costs, staff was asked to bring back a range of salary options and 1-2 insurance options for Council to review.

Mr. Shacklett made a motion to approve the City Manager's FY 2017 Budget changes as presented in the budget review session at 5:00 p.m. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman made a motion to increase the amount for position of "Tree Climber" in the Urban Environmental Budget to the maximum amount. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman made a motion not to increase the City Manager's salary. There was no second to the motion. Mr. Smotherman withdrew the motion.

Mr. Shacklett suggested deferring action on funding the Homeless Alliance of Rutherford County (HARC) to see if it should be considered as an Outside Agency or come under the Community Development Department.

The agenda items for ORDINANCE 16-O-24, The Appropriations Ordinance, ORDINANCE 16-O-25, Tax Rate Ordinance, and RESOLUTION 16-R-13, Other Post-Employment Benefits for Retirees for FY 2016-2017, were deferred to the next meeting.

The following letter of recommendations from the City Engineer was presented to the Council:

(Insert letter dated June 2, 2016 here with regards to
Contract for Design of Kingdom Drive Bridge.)

Mayor McFarland stepped out for a brief moment and was not present for the City Engineer's presentation.

Mr. Shacklett made a motion to accept the recommendation of the City Engineer to approve a contract with Huddleston-Steele Engineering, Inc. for design of Kingdom Drive Bridge not to exceed \$125,000, funded from the recent bond issue, and subject to review and approval of the City Attorney. Mr. LaLance seconded the motion and all members of the Council present voted "Aye" except Mayor McFarland voted "Pass".

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

(Insert letter dated May 26, 2016 here with regards to Updates to Financial Policies.)

Vice-Mayor Young made a motion to accept the recommendation of the City Recorder/Finance Director to approve Updates to Financial Policies. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Vice-Mayor Young made a motion to appoint Mr. Brian F. Kidd to replace the expiring term of Mr. Clay Beach on June 30, 2016 to the Water & Sewer Board. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Appointments to the Water & Sewer Board, Murfreesboro Housing Authority, Planning Commission and Parks & Recreation Commission were presented for Council's review and consideration at a future meeting.

Mayor McFarland requested that the City Manager prepare a Proclamation honoring Mr. Clay Beach at the next Council meeting.

The City Recorder/Finance Director indicated there were no Beer Permit Applications to consider at this time.

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director its payment be approved:

From Airport Fund:

Eastern Aviation Fuels, Inc.	\$ 25,999.84
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Mr. Smotherman made a motion to approve payment of the statement as recommended by the City Manager and City Recorder/Finance Director. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman requested that the City flags be lowered to half-mast for the remainder of the week in memory of Ms. Mary Huhta and Captain Jeff Kuss with Blue Angels who lost his life at Smyrna Air Base today.

Mr. LaLance addressed the cost and amount of staff time that is involved in the process of amending a PUD and suggested that consideration be given to raising the fee. Mr. Blomeley, Principal Planner, indicated that the fee for a PUD Amendment is the same as a rezoning fee of a flat \$600.

There being no further business, Mayor McFarland adjourned this meeting at 9:14 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

June 16, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, June 16, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/Finance Director
Craig Tindall, City Attorney
David Ives, Assistant City Attorney
Chris Griffith, City Engineer
Robert Lewis, Planner
Darren Gore, Water & Sewer Director
Karl Durr, Chief of Police
Mark Foulks, Fire & Rescue Chief
Lanny Goodwin, Parks & Recreation Director
Glen Godwin, Director of Human Resources
Georgia A. Meshotto, Administrative Aide II

Council Member Bill Shacklett introduced Mr. Scott Foster, Executive Director of The Journey Home and Chairman of the Homeless Alliance of Rutherford County, who addressed the mission and goals of these two organizations and then commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland announced that the City of Murfreesboro was honored with the 2015-2016 Innovation Award from the United Way of Rutherford and Cannon Counties. Ms. Jennifer Moody, Assistant City Manager, led this year's campaign and, along with Ms. Jane Corbin, Human Resources, collectively achieved a 19% increase in City employee participation and a 15% increase in contributions totaling \$38,000 to support United Way Programs.

Mayor McFarland read a Proclamation designating the week ending on Father's Day as "MEN'S HEALTH WEEK".

Mayor McFarland stepped down to the podium to present Mr. Clay Beach with a Proclamation proclaiming June 16, 2016 as a day to honor and recognize his service and accomplishments on the Water & Sewer Board since 2001. Mr. Darren Gore, Water & Sewer Director, commented on Mr. Beach's candor and leadership on the board over the years.

Mayor McFarland announced that Mr. LaLance's 12-year old girls' soccer team was the First Division to win State Championship in the history of Murfreesboro. He also

announced that Coach Shacklett's team defeated an undefeated team in the 12-13 year old Little League this past Saturday.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Community Development Director:
 - A. Housing Rehab: 1214 Wingate Street.
 - B. Housing Rehab: 329 South Highland Avenue-Change Order No. 1.
- 2) Letter of recommendations from the Chief of Police:
 - A. Purchase of Replacement Police Vehicles & Equipment.
 - B. Purchase of Police Vehicles & Equipment with CIP Funds.
 - C. Payment Request of Annual Maintenance for Rocket Modems.
- 3) Letter of recommendations from the Fire & Rescue Chief: Bids for Purchase of Protective Turnout Gear.
- 4) Letter of recommendations from the Assistant City Attorney: Third Amendment to Lease for 1734 South Rutherford Boulevard.
- 5) Letter of recommendations from the Assistant City Manager: Renewal of Veterans Administration Golf Course Lease.
- 6) Requests to hang banners across East Main Street:
 - A. Murfreesboro Symphony:
 - *Sounds of Christmas: December 6-16, 2016.
 - *Gems of the Mediterranean: February 10-17, 2017.
 - *Star Wars Fantastique!: April 11-21, 2017.
 - B. Read to Succeed "Literacy Day": August 1-8, 2016.

(Insert letters from the Community Development Director, Chief of Police, Fire & Rescue Chief, Assistant City Attorney, and Assistant City Manager here.)

Mayor McFarland withdrew Item 3 from the Consent Agenda regarding bids for the purchase of protective turnout gear for the Fire & Rescue Department.

Mr. LaLance made a motion to approve the Consent Agenda with the exclusion of Item 3. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

Vice-Mayor Young made a motion to approve the minutes as written and presented for the regular meeting held on May 19, 2016. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 16-OZ-19 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 9.5 acres along Lascassas Pike and North Rutherford Boulevard from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District; George Huddleston, Jr., applicant [2016-413]," which passed first reading on June 2, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-OZ-19 here.)

An ordinance, entitled "ORDINANCE 16-OZ-20 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 0.55 acres along Veterans Parkway as Commercial Fringe (CF) District simultaneous with annexation and to rezone approximately 6.5 acres from Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District; Mary Reed, applicant [2016-412]," which passed first reading on June 2, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-OZ-20 here.)

An ordinance, entitled "ORDINANCE 16-OZ-21 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.43 acres at 1216 North Maple Street from Planned Commercial Development (PCD) District to Commercial Fringe (CF) District; Nancy E. Brown, applicant [2016-416]," which passed first reading on June 2, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Washington, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-OZ-21 here.)

The following letter from the City Attorney regarding amendments to ORDINANCE 16-O-23 was presented to the Council:

(Insert letter dated June 10, 2016 here.)

Mr. Shacklett made a motion to approve amendments to Sections 2, 3 & 4 as presented by the City Attorney. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 16-O-23 amending the Murfreesboro City Code, Chapters 5, 11½, 16, 17½, 18, 18½, 21, 24 and 33 to delete or amend unused or unnecessary sections of Code to prepare for publication," was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-O-23 here.)

The following letter from the City Recorder/Finance Director regarding FY 2016 Budget Amendments was presented to the Council:

(Insert letter dated June 11, 2016 here.)

An ordinance, entitled "ORDINANCE 16-O-30 amending the 2015-2016 Budget (5th Amendment)," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-27 adopted by the City Council on May 19, 2016, to consider amending approximately 22.5 acres in the Planned Unit Development (PUD) District located along Memorial Boulevard and Haynes Haven Lane; National

HealthCare Corp., applicant [2016-418]. Notice of said public hearing was published in the May 30, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the request to amend approximately 22.5 acres in the Planned Unit Development (PUD) District of Adams Place Memory Care Unit to allow a 16,000 square foot addition of 23 units to the existing facility. The Planning Commission conducted a public hearing on May 4, 2016 after which they unanimously recommended to approve this zoning amendment. Mr. Clyde Rountree, Huddleston-Steele Engineering, Inc., gave a presentation on the proposed addition to the Memory Care Unit and answered questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed PUD amendment along Memorial Boulevard and Haynes Haven Lane for the addition to Adams Place Memory Care Unit do so at this time. There was no one present who wished to speak for or against the proposed amendment and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-27 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 22.5 acres in the Planned Unit Development (PUD) District located along Memorial Boulevard and Haynes Haven Lane as indicated on the attached map; National HealthCare Corp., applicant [2016-418]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Ms. Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-28 adopted by the City Council on May 19, 2016, to consider amending approximately 5.6 acres in the Planned Commercial Development (PCD) District located along West Northfield Boulevard and Sulphur Springs Road; Tarver Properties, Inc., applicant [016-417]. Notice of said public hearing was published in the May 30, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, stated that subject property was rezoned in 2005 to Planned Commercial Development (PCD) District called Spring Village to allow development of a bank, several retail buildings and an office building along the western property line; however, this development never came to fruition, and the property has remained over the past eleven years with the same zoning. The proposed project, called Northfield Village, modifies the PCD for the main purpose of developing a self-storage facility on the western 60% of the property directly adjacent to the lots on Sanders Court, that being Lot 1 as illustrated in the Plan Book, and Lot 2 is a commercial out-parcel on the corner of Northfield Boulevard and Sulphur Springs Road for which there are no plans for development at this time. The Planning Commission conducted a public hearing on May 4, 2016 after which there was a unanimous recommendation for approval subject to an addendum to the Program Book. A neighboring property owner submitted a letter and spoke at the public hearing to address a list of activities in the mini-storage classification that he found objectionable and asked that those activities be prohibited. The motion from the Planning Commission included that those items be added to the program book as prohibited uses in this classification. To-date staff has not received a revised program book that prohibits those uses. The public hearing should be held as advertised after which staff requests that Council defer action until the addendum to the Program Book has been received. Mr. Rob Molchan, SEC, Inc., gave a power point presentation on the proposed development and answered questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to approximately 5.6 acres in the PCD located along West Northfield Boulevard and Sulphur Springs Road do so at this time. There was no one present who wished to speak for or against the proposed amendment and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 5.6 acres in the Planned Commercial Development (PCD) District located along West Northfield Boulevard and Sulphur Springs Road, as indicated on the attached map; Tarver Properties, Inc., applicant [2016-417]," was read to the Council and offered for passage on first reading.

Mr. LaLance made a motion to defer passage of ORDINANCE 16-OZ-28 on first reading. Mr. Washington seconded the motion and all members of the Council voted "Aye".

The following letter of recommendations from the Planning Commission was presented to the Council:

(Insert letter dated June 10, 2016 here to schedule a public hearing for approximately 6 acres located along Spike Trail and Maya Drive to be zoned Planned Residential Development (PRD) District, simultaneous with annexation; Ole South Properties, Inc., applicant.)

The following RESOLUTION 15-R-PH-66.1 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PH-66.1 here to schedule a public hearing for July 21, 2016 to consider zoning of approximately 6 acres along Spike Trail and Maya Drive (Foxfire Court) simultaneous with annexation to the City of Murfreesboro, Tennessee [2016-419].)

The following letter of recommendations from the City Engineer was presented to the Council:

(Insert letter dated June 16, 2016 here with regards to Construction Contract for West Lytle Street Improvements-Phase 2 from Barker Street to Church Street.)

The City Engineer addressed questions from Council regarding the construction plan and working with business owners to tweak the design of the project as it pertains to them with little effect on the overall cost of the project.

Mr. Smotherman made a motion to accept the recommendation of the City Engineer to approve a Construction Contract with Jarrett Builder's Inc. in the amount of \$5,244,688.90, funded from a Cost Sharing Agreement with Rutherford County Public Building Authority and 2016 Bond Issue, for West Lytle Street-Phase 2 improvements from Barker Street to Church Street and authorize the Mayor to execute said Contract upon approval of the City Attorney. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye" except Ms. Scales Harris and Mr. LaLance who voted "Abstain".

The City Manager presented the following letter of recommendation from the Chief of Police:

(Insert letter dated June 10, 2016 here with regards to FY2016 Justice Assistance Grant (JAG) and Interlocal Agreement with Rutherford County Sheriff's Office to Share the Funds.)

The following RESOLUTION 16-R-18 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Not Present: Rick LaLance

Nay: None

(Insert RESOLUTION 16-R-18 here authorizing application for the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award for 2015-2019, designating a representative for such grant and approving entry into an Interlocal Agreement between Rutherford County and the City of Murfreesboro, Tennessee for the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award in the amount of \$63,498.00.)

The following letter of recommendations from the Parks & Recreation Director was presented to the Council:

(Insert letter dated June 9, 2016 here with regards to bids for the Soccer Practice Facility and Miracle Baseball Field.)

Mr. LaLance made a motion to accept the recommendation of the Parks & Recreation Director to approve the only bid submitted by Landscape Services, Inc. in the amount of \$1,300,000.00, funded from 2016 Bond Issue, for construction of the Soccer Practice Facility on the Jordan Farm, and authorize the Mayor to execute contract subject to review and approval of the Legal Department. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

Mr. Shacklett made a motion to accept the recommendation of the Parks & Recreation Director to approve the low bid of Trinity Builders, Inc. in the amount of \$2,828,067.00 for the construction of Miracle Baseball Field, funded from the 2016 CIP and Project One Four, and authorize the Mayor to execute contract subject to review and approval of the Legal Department. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

Mayor McFarland suggested that there be a Construction Manager at Risk to manage both of these projects. The City Manager indicated staff is in the process of developing a Request for Proposal (RFP) for "Construction Manager at Risk" for large projects in the future.

The following letter from the City Manager was presented to the Council regarding FY 2017 Budget Corrections:

(Insert letter dated June 13, 2016 here.)

Mr. Shacklett made a motion to accept the recommendation of the City Manager and approve the FY 2017 Budget corrections as submitted. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 8, 2016 here with regards to proposed FY 2017 Budget.)

Mr. Smotherman suggested a flat increase of \$1,200 to the minimum and maximum pay range as well as increase employee's pay by a flat \$1,200. Mr. LaLance suggested giving the 2% pay increase proposed in the budget, and the City absorb the 4% increase in health insurance for the employees. Further discussion of salary increases could continue at a retreat. Mr. Young suggested an additional 1% salary increase across-the-board for a total of 3%. Mr. Shacklett suggested having a special meeting to look at other alternatives before making a final decision on salaries. Ms. Scales Harris suggested adopting a continuing resolution to give Council time to have a retreat and discuss some of these matters.

Mr. LaLance made a motion to approve the 2% salary increase proposed in the budget and the City absorb the employee's 4% increase for health insurance. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye" except Ms. Scales Harris, Mr. Shacklett and Mr. Smotherman voted "Nay".

Mr. Shacklett made a motion to fund the Homeless Alliance of Rutherford County (HARC) in the amount of \$15,000 from the General Fund. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

Mr. LaLance addressed the City's direction of borrowing, debt and use of fund balance. Council suggested making this a topic of discussion at a retreat as well as review of the pay study. The City Manager requested that Council contact his office to turn in available dates in order to schedule the retreat sometime in August after the election. Mr. LaLance requested that the City Manager provide information on the loss of the additional hotel/motel tax and the impact it will have on the budgeted deficit prior to second reading of the Appropriations Ordinance as well as payroll slippage.

An ordinance, entitled "ORDINANCE 16-O-24 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2016-2017, and for other purposes," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Not Present: Madelyn Scales Harris

Nay: None

An ordinance, entitled "ORDINANCE 16-O-25 providing for the levy and collection of a tax for the year 2016 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest, penalties and costs to be added to such taxes after certain dates," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

The following RESOLUTION 16-R-13 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-13 here to provide other post-employment benefits for retirees for FY 2016-2017.)

Upon recommendation of Mayor McFarland, Ms. Scales Harris made a motion to reappoint Mr. Kent Syler to the Greenway Projects Committee for another three-year term ending 6/30/2019; reappoint Dr. Linda Gilbert and Mr. Eddie Miller to the Parks and Recreation Commission for another three-year term ending 6/30/2019; and reappoint Mr. Ron Crabtree to the Water and Sewer Board for another four-year term ending 6/30/2020. Mr. Washington seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director presented Special Event Beer Applications for BEP Foundation for an event to be held at CMMC Parking Lot, 1272 Garrison Drive on June 25, 2016 and Darryl Worley Foundation, Inc. for an event to be held at Bumpus Harley-Davidson, 2250 NW Broad Street on July 19, 2015. Both applications have met all of the requirements.

Mr. LaLance made a motion to approve Special Event Permits for BEP Foundation and Darryl Worley Foundation, Inc. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

The City Recorder indicated there were no statements to be considered at this time.

The City Manager reminded Council that the Council Chambers would be undergoing renovations, and future meetings would be held at Patterson Community Center until further notice.

Mayor McFarland noted that 11 acres behind Oaklands Mansion has been put on the market and asked Council if they would want staff to pursue looking into it for the extension of Oakland Park. Council concurred. He also announced that the groundbreaking for the Police Headquarters would be held at 10:00 a.m. on Friday, June 17, 2016.

There being no further business, Mayor McFarland adjourned this meeting at 9:24 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

June 23, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at Patterson Park Community Center, Room E-3, at 7:00 p.m. on Thursday, June 23, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/Finance Director
Erin Tucker, Assistant Finance Director
Craig Tindall, City Attorney
David Ives, Assistant City Attorney
Matthew Blomeley, Principal Planner
Gary Whitaker, Planning Director
Georgia A. Meshotto, Administrative Aide II

Council Member Eddie Smotherman commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Community Development Director:
 - A. Housing Rehab: 822 South Baird Lane.
 - B. Emergency Solutions Grant.
- 2) Letter of recommendations from the Facilities Maintenance Superintendent: Change Order No. 1 to Griggs & Maloney Contract for Renovations to Interior and Exterior of the Former Public Works/Solid Waste Building.
- 3) Letter of recommendations from the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2016.
- 4) Letter of recommendations from the City Recorder/Finance Director: Amendment to Cumberland Securities Financial Advisory Agreement.
- 5) Letter of recommendations from the Fire & Rescue Chief:
 - A. Bids for Leather Fire Helmets with ESS Goggles.
 - B. Bids for Protective Turnout Gear.

(Insert letters from the Community Development Director, Facilities Maintenance Superintendent, City Recorder/Finance Director and Fire & Rescue Chief here.)

Mr. LaLance made a motion to approve the Consent Agenda in its entirety. Mr. Washington seconded the motion and all members of the Council voted "Aye".

The minutes for the meetings held on May 25, 2016 (Special Meeting-Budget), June 2, 2016 (Special Meeting-Budget) and June 2, 2016 (Special Meeting-Public Comment) were presented to the Council for approval.

Mr. LaLance made a motion to amend the minutes for the special meeting held on June 2, 2016 (Budget), page 2, paragraph 2, by deleting the sentence "He suggested

moving the ranges by a certain percentage or increase insurance premiums by 4% for those making...." and replace with "He suggested that the City absorb the proposed 4% increase to health insurance for all employees". Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

Mr. LaLance made a motion to approve the minutes as written and presented for the special meetings held on May 25, 2016 (Budget), June 2, 2016 (Budget), as amended, and June 2, 2016 (Public Comment). Mr. Washington seconded the motion and all members of the Council voted "Aye".

The following letter from the City Manager regarding proposed changes prior to second and final reading of ORDINANCE 16-O-24 were presented to the Council:

(Insert letter dated June 22, 2016 here.)

The City Manager reviewed Revenue Estimates, Payroll Slippage, Unforeseen Expenditure, Rate Pass (0%) on employee's portion of health insurance premiums and answered questions from the Council.

Mr. Smotherman made a motion to increase salaries for all employees making under \$60,000 by \$1,200 and 2% for employees making over \$60,000 as presented in the budget. Mr. Shacklett seconded the motion.

The City Recorder/Finance Director clarified that the full-time/part-time employees are in the budget for a 2% raise. The motion does not address the full-time/part-time employees and would not include them to receive a \$1,200 increase.

Mr. Shacklett clarified that his second was meant for full-time employees only, not for seasonal. Mr. Smotherman amended his motion to include all full-time/part-time employees. Mr. Shacklett withdrew his second.

Mr. Smotherman made a motion to give a 2% raise to all full-time/part-time employees; 2% raise to full-time employees making over \$60,000; and a flat \$1,200 raise to all full-time employees under \$60,000. Mr. Shacklett seconded the motion. Motion failed by Ms. Scales Harris, Mr. Shacklett, and Mr. Smotherman voting "Aye" and Mr. LaLance, Mr. Washington, Vice-Mayor Young and Mayor McFarland voting "Nay".

Vice-Mayor Young made a motion to increase the City Manager's salary by 2%. Mr. Washington seconded the motion.

Council discussed considering the City Manager's salary increase after his Performance Evaluation was reviewed.

Vice-Mayor Young withdrew his motion. Mr. Washington withdrew his second.

Mr. Young made a motion to defer action on the City Manager's salary until it is reviewed at the retreat and any action thereof be retroactive. Mr. LaLance seconded the motion and all members of the Council voted "Aye" except Mr. Smotherman voted "Nay".

An ordinance, entitled "ORDINANCE 16-O-24 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for the Fiscal Year 2016-2017, and for other purposes," which passed first reading on June 16, 2016, was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-O-24 here.)

An ordinance, entitled "ORDINANCE 16-O-25 providing for the levy and collection of a tax for the year 2016 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest, penalties and costs to be added to such taxes after certain dates," which passed first reading on June 16, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-O-25 here.)

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

(Insert letter dated June 23, 2016 here.)

Mr. LaLance made a motion to amend Exhibit "A" as regards Hotel/Motel Tax and funds for Rutherford County Chamber of Commerce for Tourism. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 16-O-30 amending the 2015-2016 Budget (5th Amendment)," was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. LaLance, seconded by Mr. Washington. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-O-30 here.)

An ordinance, entitled "ORDINANCE 16-OZ-27 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 22.5 acres in the Planned Unit Development (PUD) District located along Memorial Boulevard and Haynes Haven Lane as indicated on the attached map; National HealthCare Corp., applicant [2016-418]," which passed first reading on June 16, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 16-OZ-27 here.)

The following letter from the City Attorney regarding ORDINANCE 16-O-26 dealing with Murfreesboro Electric Department was presented to the Council:

(Insert letter dated June 23, 2016 here.)

An ordinance, entitled "ORDINANCE 16-O-26 amending the Murfreesboro City Code, Chapter 11-Electricity, Sections 11-1, 11-2, and 11-3, dealing with the Murfreesboro Electric Department," was read to the Council and offered for passage on first reading.

The City Attorney said this ordinance adds clarity to the organizational structure of Murfreesboro Electric Department in that it changes the Power Board from a "decision-making body" to an "advisory board" which will make recommendations to the Council and the Council will make the final decisions. Changes in this ordinance require that the Budget of Murfreesboro Electric Department (MED) will be brought to and approved by City Council, and the General Manager of Murfreesboro Electric Department (MED) will report to the City Manager. This ordinance does not change the structure of employees within the Murfreesboro Electric Department. In much the same manner as the Water & Sewer Department's payroll is handled through the City, the MED payroll will be handled through the City and paid from revenues generated by MED. The Water & Sewer Board studies matters in depth and then makes a recommendation to the Water & Sewer Director who brings that recommendation to City Council for approval. The City Manager explained that this process would more closely align the accountability of the public and the decision making body which is the City Council under this ordinance. Mayor McFarland noted that MED is owned by the City, and the only thing that will change is adding another layer of accountability. Staff addressed questions and comments from the Council.

Ms. Scales Harris made a motion to schedule a meeting with Murfreesboro Electric Power Board in mid-July to have dialogue regarding these issues prior to making a final decision. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

There was no action taken on ORDINANCE 16-O-26 at this time.

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing and consider for approval a Certificate of Compliance for a Retail Liquor Store for Devendrabhai Patel, Kinnariben Patel, and Bhadresh Patel at Longhorn Liquor located at 223 NW Broad Street.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Certificate of Compliance for the applicants of Longhorn Liquor do so at this time. There was no one present who wished to speak for or against the proposed Certificate of Compliance and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Vice-Mayor Young made a motion to approve a Certificate of Compliance for Devendrabhai Patel, Kinnariben Patel, and Bhadresh Patel at Longhorn Liquor at 223 NW Broad Street. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-29 adopted by the City Council on May 19, 2016, to consider 1) adoption of a Plan of Services for and annexation of 76 acres and 2) zoning of approximately 74 acres located along New Salem Highway to Commercial Fringe (CF) District (approximately 26.1 acres), Residential Multi-Family Twelve (RM-12) District (approximately 23.1 acres) and Residential Zero-Lot Line (RZ) District (approximately 25 acres) which have been proposed to be annexed to the City of Murfreesboro, Tennessee [2016-506 & 2016-415]. Notice of said public hearings were published in the June 6, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the request for an area located along the south side of New Salem Highway just east of Cason Lane for a Plan of Services and the Annexation Petition. Subject property is contiguous with the City Limits, and it is within the City's Urban Growth Boundary. The right-of-way in front of subject property has been included in the annexation and Plan of Services. There is a gap that remains along the right-of-way to the northeast corner of the property so that the County subdivision to the north on the north side of Salem Highway will not be fully encircled and will not have the proverbial "island" of County in the middle of the City Limits. Planning Commission considered this request on May 4, 2016 after which they unanimously recommended to approve the Plan of Services and annexation and that the applicant provide an executed legal agreement to construct a driveway off of Ashers Fork Road and a new fire hydrant be installed within three months from the effective date of annexation as requested by the Fire Department. Since that time, staff has consulted with the Assistant City Attorney who recommends delaying second reading on zoning until such time as the Fire Department's requirements are met. The applicants, William & Caroline Waite, were present.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services and Annexation Petition for approximately 76 acres located along New Salem Highway do so at this time. There was no one present who wished to speak for or against the proposed request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 16-R-PS-29 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Bill Shacklett
Eddie Smotherman
Ron Washington

Doug Young
Shane McFarland

Abstain: Rick LaLance

Nay: None

(Insert RESOLUTION 16-R-PS-29 here to adopt a Plan of Services for approximately 76 acres along New Salem Highway [2016-506]; William and Caroline Waite, applicants.)

The following RESOLUTION 16-R-A-29 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Bill Shacklett
Ron Washington
Doug Young
Shane McFarland

Abstain: Rick LaLance
Eddie Smotherman

Nay: None

(Insert RESOLUTION 16-R-A-29 here to annex approximately 76 acres along New Salem Highway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2016-506]; William and Caroline Waite, applicants.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing on zoning approximately 74 acres located along New Salem Highway as Commercial Fringe (CF) District (approximately 26.1 acres), Residential Multi-Family Twelve (RM-12) District (approximately 23.1 acres) and Residential Zero-Lot Line (RZ) District (approximately 25 acres), simultaneous with annexation; William & Caroline Waite, applicant [2016-415].

Mr. Matthew Blomeley, Principal Planner, presented the request for zoning on subject property just considered for a Plan of Services and Annexation. The 26.1 acres proposed for Commercial Fringe (CF) District is located to the very north end of the parcel. The actual amount of acreage that would be developable is less because of the floodway of Spence Creek. The subject area requested for Residential Multi-Family Twelve (RM-12) District could be developed with twelve units per acre for a total of 276 units but could have the potential for additional units considered as a density bonus if certain amenities are provided. The very southern portion of the property is requested for Residential Zero-Lot Line (RZ) District which allows single-family detached lots and single-family attached lots. Subject property is located in the Salem Pike Land Use Plan which recommends that the very northern portion of the property be zoned for "Mixed-Use Limited Planned Development" defined as "all medium and high-density residential; institutional; offices with a maximum 30% floor area ratio; and general farming". The balance of the property is recommended for "Medium-Density Residential" defined as "all single-family and two-family residential uses that involve

a density of at least three units per acre but less than eight units per acres; institutional; and convenience scale commercial uses on a selective and limited basis". The Planning Commission held a public hearing on May 4, 2016 after which they unanimously recommended approval of this zoning request. Mr. Clyde Rountree, Huddleston-Steele Engineering, Inc. gave a presentation on the proposed zoning requests. Mr. Brick Murfree, Law Firm of Murfree & Goodman, spoke on the outcome of several neighborhood meetings to address issues and concerns and came to this meeting with a compromise; however, in the last few minutes, it came to his attention that there is still concern with the neighbors regarding the multi-family zoning, and a decision has been made to request deferring approval of the zoning at this time. ORDINANCE 16-OZ-29 was deferred.

The following RESOLUTION 16-R-14 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-14 here approving the budget of the Murfreesboro Water and Sewer Department for the Fiscal Year 2016-2017.)

The following RESOLUTION 16-R-15 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-15 here approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2016-2017.)

The following RESOLUTION 16-R-17 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-17 here approving the budget of the Evergreen Cemetery for the Fiscal Year 2016-2017.)

The following letter from the Murfreesboro City Schools Finance & Administrative Services Director was presented to the Council:

(Insert letter dated June 3, 2016 here regarding Exhibit "A" - RESOLUTION 16-R-16.)

The following RESOLUTION 16-R-16 was read to the Council and offered for adoption upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-16 here approving the budget of the Murfreesboro City Schools for the Fiscal Year 2016-2017, which budget includes the General Purpose Fund, the Extended School Program Fund, the Federal and State Program Funds, the Cafeteria Fund, and the Debt Service Fund.)

The following letter from the Murfreesboro City Schools Finance & Administrative Services Director was presented to the Council:

(Insert letter dated June 10, 2016 here with regards to Fiscal Year 2017.)

The following RESOLUTION 16-R-19 was read to the Council and offered for adoption upon motion made by Mr. Washington, seconded by Ms. Scales Harris. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-19 here amending the 2015-2016 Murfreesboro City Schools Budget (2nd Amendment).

The following letter of recommendations from the General Manager/CEO of Murfreesboro Electric Department was presented to the Council:

(Insert letter dated June 23, 2016 here with regards to sale of property purchased for Murfreesboro Electric Department.)

Mr. Smotherman made a motion to accept the recommendation of the General Manager/CEO of Murfreesboro Electric Department to approve the sale of two tracts totaling 8.25 acres at the corner of West Molloy Lane and South Molloy Lane to Quickway Transportation in the amount of \$1,060,000 and authorize the Mayor to execute said contract and closing documents upon final review and approval of the City Attorney. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 20, 2016 here with regards to Internal Control Policy.)

Ms. Scales Harris made a motion to accept the recommendation of the City Recorder/Finance Director and approve the Internal Control Policy. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 20, 2016 here with regards to West Park - McDonald Property Acquisition.)

Ms. Scales Harris made a motion to accept the recommendation of the City Manager to approve the acquisition of approximately 123 acres at a cost of \$40,000 per acre for a total of \$4.92 Million, funded from the 2016 Bond Issue, for the proposed West Park. Mr. Smotherman seconded the motion. By vote of acclamation, all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Smotherman made a motion to reappoint Mr. Ken Halliburton to the Board of Zoning Appeals for another three-year term ending 6/30/19. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mayor McFarland provided Council with recommendations for appointments to the Senior Center Commission to be considered at a future meeting.

The City Recorder indicated there were no Beer Permits to be considered at this time.

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director its payment be approved:

From Airport Fund:

Eastern Aviation Fuels, Inc. \$ 26,200.71

Mr. Smotherman made a motion to approve payment of the statement as recommended by the City Manager and City Recorder/Finance Director. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. Shacklett addressed the procedure for having a meeting with MED. The City Manager understood the motion to be a joint meeting with the City Council and Murfreesboro Electric Power Board around the middle of July.

The City Attorney brought to the Council's attention that the City has reached an issue with First Tennessee Bank in paying off one of its loans for which he has had to retain outside litigation counsel to resolve this issue.

Mr. Smotherman addressed an article written in one of the local news publications regarding the County Sheriff, County Attorney and himself having a conflict of interest based on developing some property in Murfreesboro with 115 homes while serving on the Planning Commission and the Council. He wanted to clear the record that the "Eddie Smotherman" is not him and a correction would be forthcoming in a future publication.

Mr. Shacklett announced the upcoming event with Uncle Dave Macon Days on July 8-9, 2016.

There being no further business, Mayor McFarland adjourned this meeting at 8:35 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER



. . . creating a better quality of life.

Consent Agenda

July 15, 2016

Honorable Mayor and Members of City Council

Re: Zoning application [2016-417] for approximately 5.6 acres located along West Northfield Boulevard and Sulphur Springs Road to amend the PCD, Tarver Properties Inc. applicant.

Background

During its regular meeting on June 16, 2016, the City Council conducted a public hearing regarding a request to amend the PCD zone for property located along West Northfield Boulevard and Sulphur Springs Road. The applicants requested a deferral so that they could amend the book prohibit particular uses in the self-storage facility. The PRD book has been revised and a copy of it has been included in the agenda materials.

Respectfully Submitted

Margaret Ann Green, AICP
Principal Planner

July 14, 2016

Ms. Margaret Ann Green
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Northfield Village PCD Booklet Resubmittal
Revisions Summary for the July 21, 2016 City Council Public Hearing Meeting
SEC Project No. 05010

Dear Margaret Ann,

We are pleased to be resubmitting the Northfield Village PCD Booklet for the July 21, 2016 City Council Public Hearing Meeting. This letter is to inform the members of city council as to the changes to the rezoning booklet since our last meeting back on June 16, 2016. At that meeting, a motion was made to defer the project until such time as the booklet could be updated with the list of requests the adjoining neighbors presented to the planning commission. Since then, we have amended the booklet to include the neighbor's requests as listed on Page 17 of the revised booklet. Those requests are listed in the paragraphs for allowable and prohibited uses for Lot 1. As well as, the list of requests that shall be provided with the development of Lot 1, but are associated with Lot 2 which will be developed at a later date.

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901 or by email rmolchan@sec-civil.com.

Sincerely,



Rob Molchan, P.L.A.
Landscape Architect & Land Planner
SEC, Inc.

NORTHFIELD VILLAGE



A REQUEST TO REZONE TO A PCD

Submitted March 31, 2016

SEC Project # 05010

Resubmitted on April 29, 2016 for May 4, 2016 Planning Commission Public Hearing

Resubmitted on June 10, 2016 for June 16, 2016 City Council Public Hearing

Resubmitted on July 12, 2016 for July 21, 2016 City Council Public Hearing



DEVELOPER
Tarver Properties, Inc.

Attn: Mark Tarver
1212 Laurel Street, Suite 1912
Nashville, Tn 37203
P: 865-254-2468



Planning . Engineering
Landscape Architecture
SEC, Inc.

Attn: Matt Taylor, P.E.
850 Middle Tennessee Blvd.
Murfreesboro, TN. 37129
P: 615-890-7901
www.sec-civil.com
MTaylor@sec-civil.com



ARCHITECT
Lowen & Associates

Attn: Jim Lowen
2700 Belmont Boulevard, Suite A
Nashville, Tennessee 37212
P: 615-386-3357
F: 615-386-3329
www.Lowen-Associates.com

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EXISTING CONDITIONS

Rights-Of-Way, Utilities, and Topography 6
On-Site Photos and Existing Zoning 8
Surrounding Off-Site Photos and Existing Zoning 10
Surrounding Roadway Photos and Existing Zoning 12
Surrounding Off-site Photos and Existing Zoning 14

PROPOSED PCD

General Development Standards (Lot 1) 16
General Development Standards (Lot 1 - Buildings)..... 18
General Development Standards (Lot 1 - Elevations)..... 20
General Development Standards (Lot 2) 22
Ingress/ Egress plan..... 26

ZONING CHAPTER 13

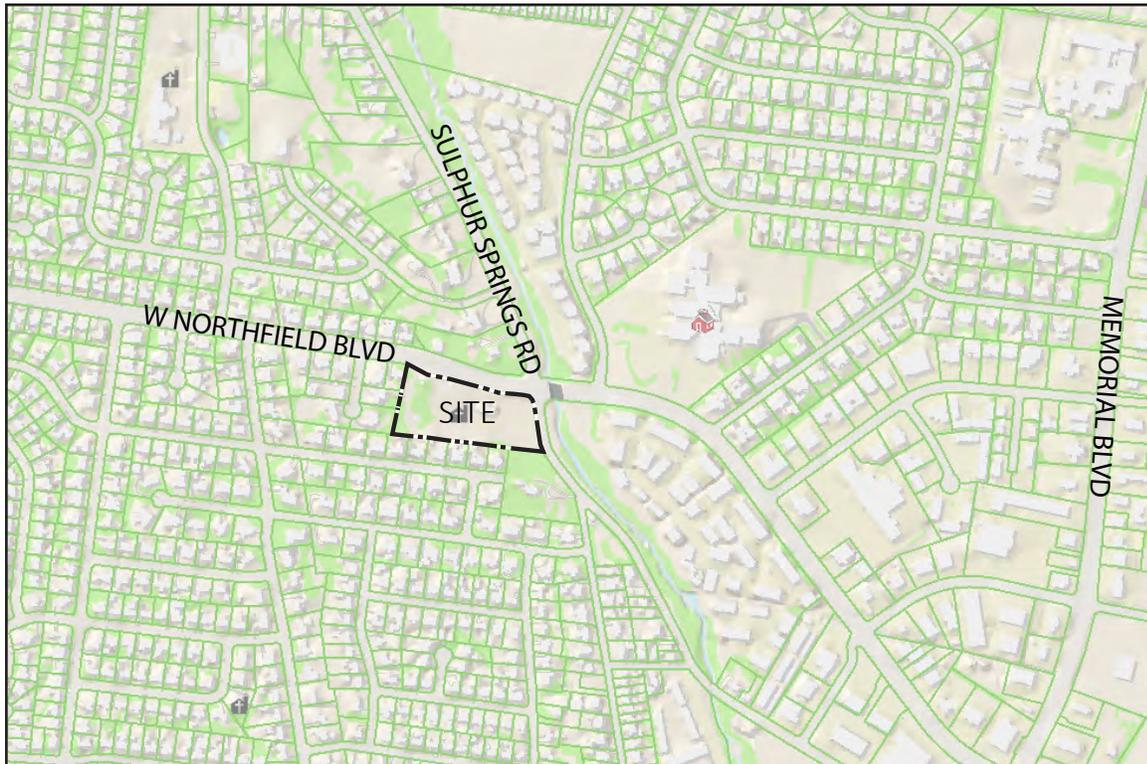
Subsection d item 2a: 1 -15..... 28





AERIAL IMAGE

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NOT TO SCALE



GIS IMAGE

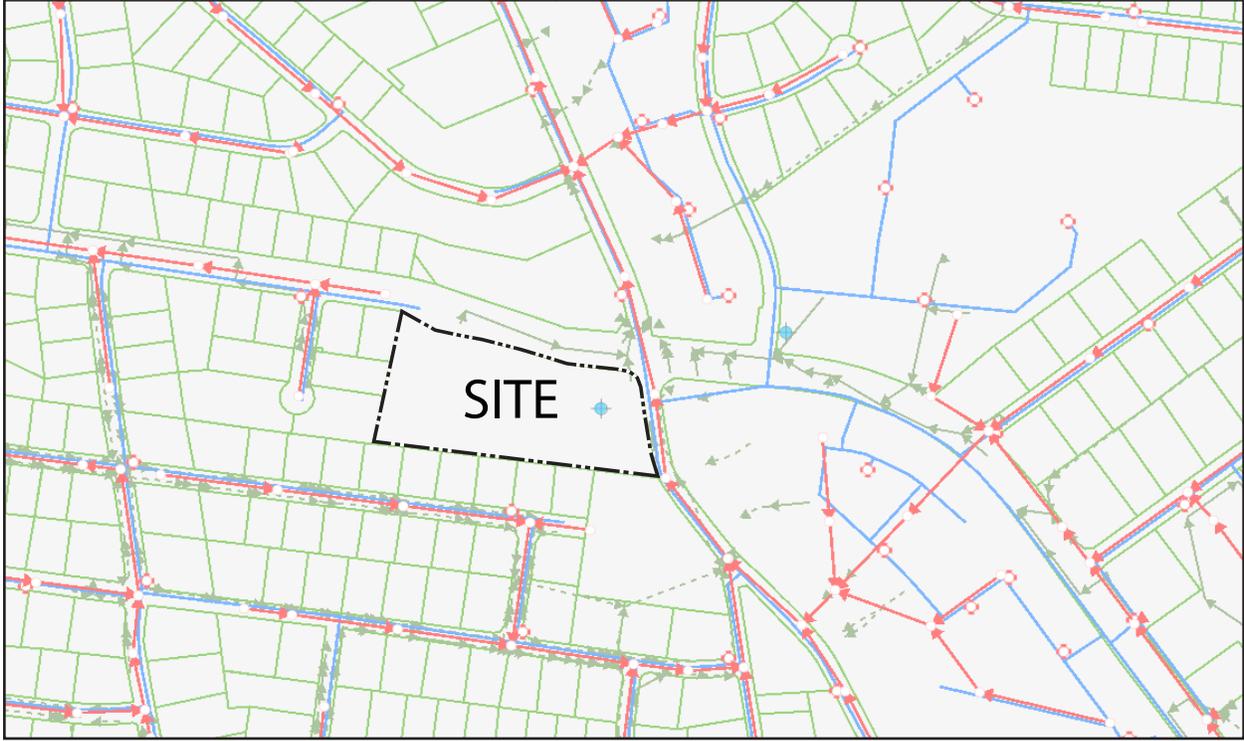
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NOT TO SCALE

Tarver Properties, Inc. respectively requests to amend the current PCD for the property at 1205 Sulphur Springs Road, which is currently owned by H.W.S. Partnership. The property is located at the southwest corner of the intersection of Sulphur Springs Road and West Northfield Boulevard. The site is identified as parcel 11.00 of tax map 80k group A, and is approximately 5.60 acres.

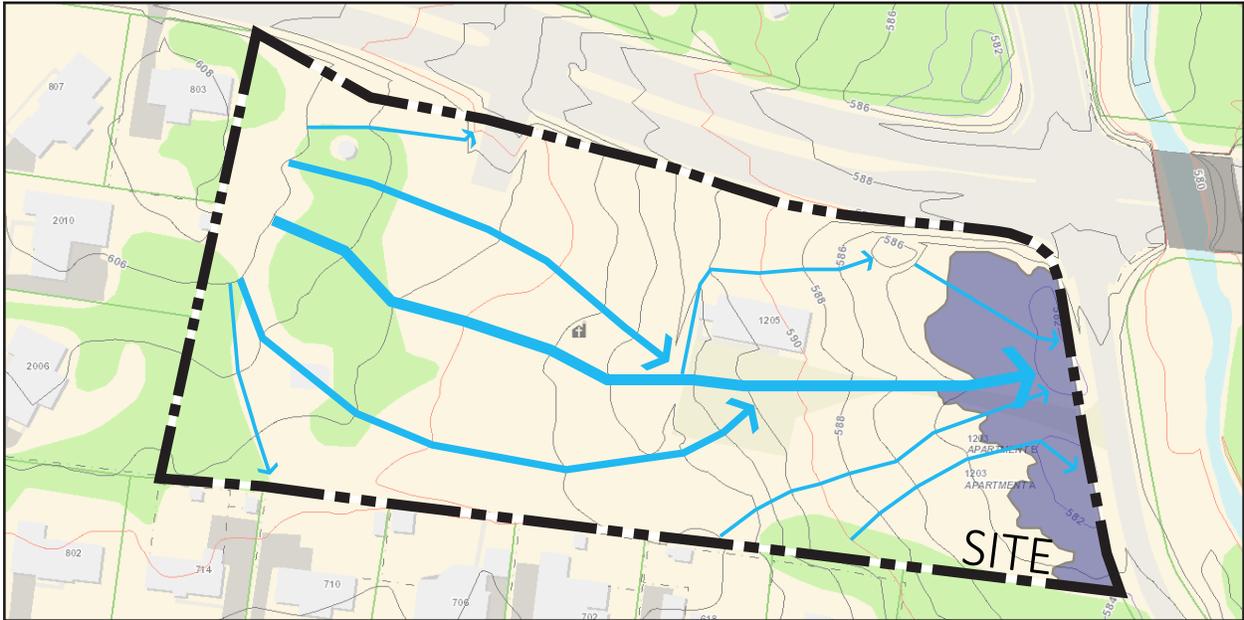
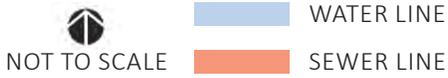
The surrounding area consists of Forest Hills Estates to the south and west, a single family residence to the north across W. Northfield Boulevard, Haynes Manor Apartments to the east across Sulphur Springs Road, and Saddlebrook Apartments on the northeast corner of the intersection.

The request to amend the PCD zoning is to specifically allow for a mini-storage facility to be constructed on Lot 1, with Lot 2 being left undeveloped at this time. A list of potential uses for Lot 2 is outlined within this booklet. The guidelines established within this booklet will allow for a need in the community to be fulfilled while mitigating impact to the surrounding area through sensitive and quality design and construction.





UTILITIES - WATER AND SEWER



TOPOGRAPHY AND HYDROLOGY





CITY OF MURFREESBORO

The property has/will have access to public rights-of-way on Sulphur Springs Road and West Northfield Boulevard. The mini-storage lot will have direct access, as well as a shared access point on lot 2 to West Northfield Boulevard. A third point of access for the mini-storage will be provided via a shared access drive to Sulphur Springs Road along the southern edge of lot 2. Lot 2, when designed and developed, will utilize these same three ingress/egress points shared within this PCD.



MURFREESBORO WATER AND SEWER DEPARTMENT

Sanitary sewer service will connect to a 24" gravity sewer line located in the R.O.W. of Sulphur Springs. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department.

A 10" water main located in the R.O.W. of Sulphur Springs Road. Water service will be connected to the main. The developer will be responsible for extending the waterline into the site for domestic and fire water service. Water service will be provided by the M.W.S.D.



MURFREESBORO ELECTRIC DEPARTMENT

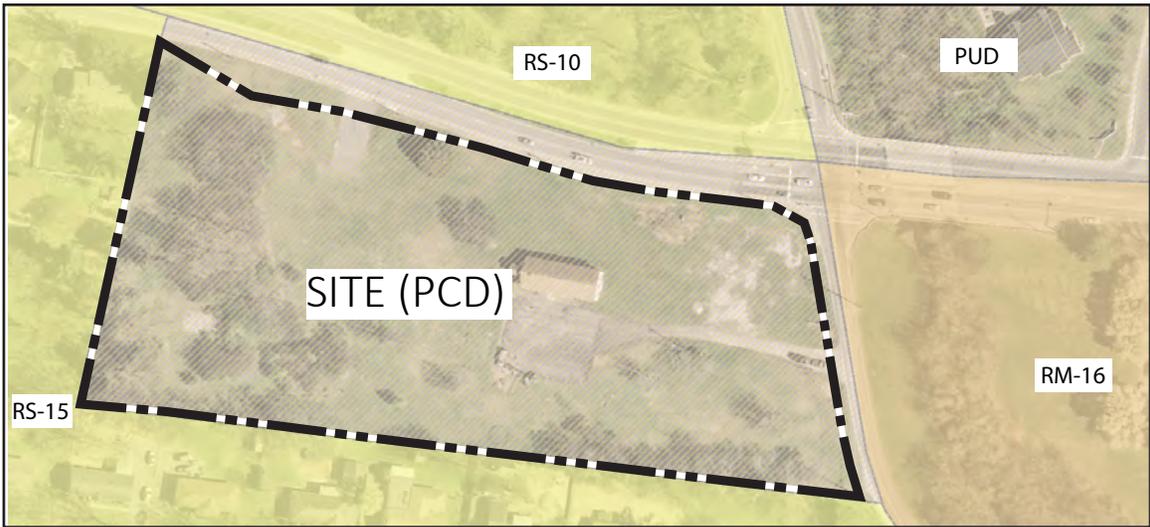
Murfreesboro Electric Department will be providing electrical service. All electric service will be underground. Electricity is currently located along the western R.O.W. of Sulphur Springs Road.

TOPOGRAPHY AND HYDROLOGY

The existing topography of the site shows the site's topography is generally from a high point along the western property line down to a low spot near the intersection. Stormwater drainage follows the topography where almost all surface drainage flows to the low point near the intersection of Sulphur Springs Road and West Northfield Boulevard. An underground storm pipe leaves the property heading north and eventually discharges into Sinking Creek.



ON-SITE PHOTOS



EXISTING ZONING





IMAGE 1

VIEW SOUTH ONTO EXISTING BUILDING.



IMAGE 2

VIEW NORTHEAST ONTO INTERSECTION OF NORTHFIELD BLVD. AND SULPHUR SPRINGS RD.



IMAGE 3

VIEW EAST ONTO SULPHUR SPRINGS RD., WHICH IS ADJACENT TO THE SITE BEFORE IT INTERSECTS WITH W NORTHFIELD BLVD.



IMAGE 4

VIEW SOUTH TOWARDS FOREST HILLS ESTATES.



IMAGE 5

VIEW SOUTHWEST TOWARDS FOREST HILLS ESTATES.

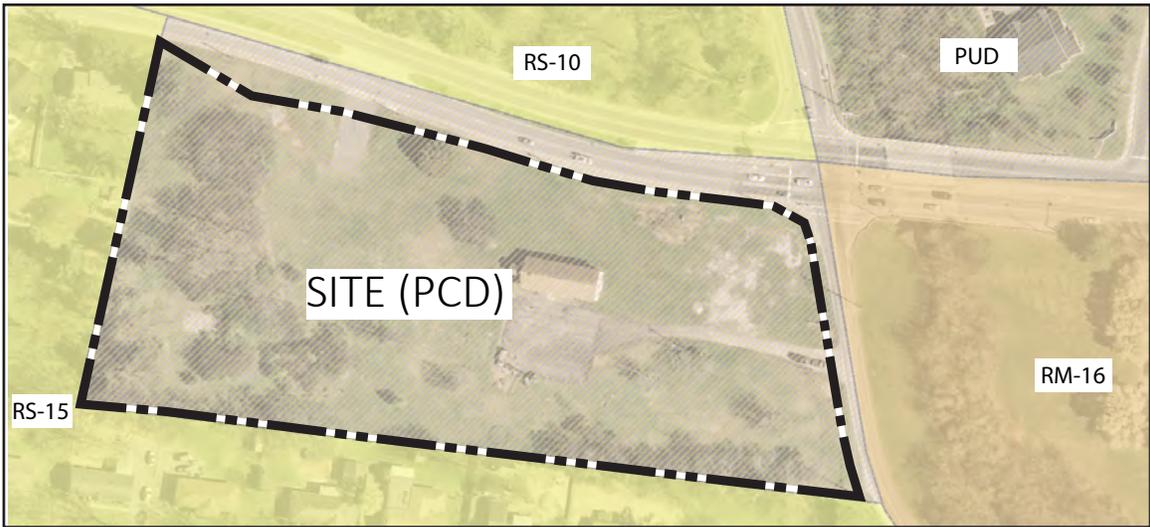


IMAGE 6

VIEW WEST TOWARDS FOREST HILLS ESTATES.



ON-SITE PHOTOS



EXISTING ZONING





IMAGE 7

VIEW NORTHEAST ONTO W NORTHFIELD BLVD. AS STEEP ELEVATION CHANGE SEPARATES SAID BLVD. FROM THE SITE.



IMAGE 8

VIEW NORTH ONTO SITE'S ENTRANCE/EXIT ROAD STUB.



IMAGE 9

VIEW NORTHWEST ONTO VISUAL THROUGHWAY WITH W NORTHFIELD BLVD.



IMAGE 10

VIEW SOUTHEAST ONTO THE SITE FROM PUBLIC SIDEWALK WITH ELEVATION CHANGE SEPARATING SAID SPACE WITH THE SITE.



IMAGE 11

VIEW SOUTHWEST, ACROSS W NORTHFIELD BLVD., ONTO SITE'S ENTRANCE/EXIT ROAD STUB.

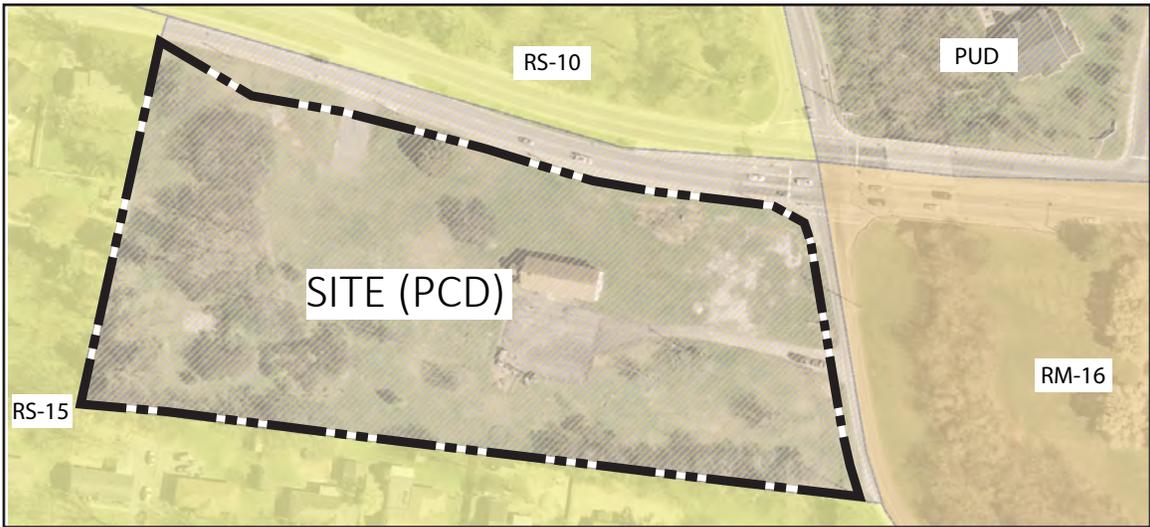


IMAGE 12

VIEW NORTH ONTO SANDERS CT. CONNECTING INTO W NORTHFIELD BLVD.



ON-SITE PHOTOS



EXISTING ZONING





IMAGE 13

VIEW SOUTHEAST ONTO INTERSECTION OF NORTHFIELD BLVD. AND SULPHUR SPRINGS RD.



IMAGE 14

VIEW SOUTHWEST ONTO SITE FROM THE INTERSECTION OF W NORTHFIELD BLVD. AND SULPHUR SPRINGS RD.



IMAGE 15

VIEW WEST ACROSS SULPHUR SPRINGS RD. ONTO SITE.



IMAGE 16

VIEW WEST, ACROSS SULPHUR SPRINGS RD., EXISTING MATURE VEGETATION SEPERATING FOREST HILLS ESTATES FROM THE SITE.



IMAGE 17

VIEW EAST, ACROSS SULPHUR SPRINGS RD., AS IT CROSSES SINKING CREEK.



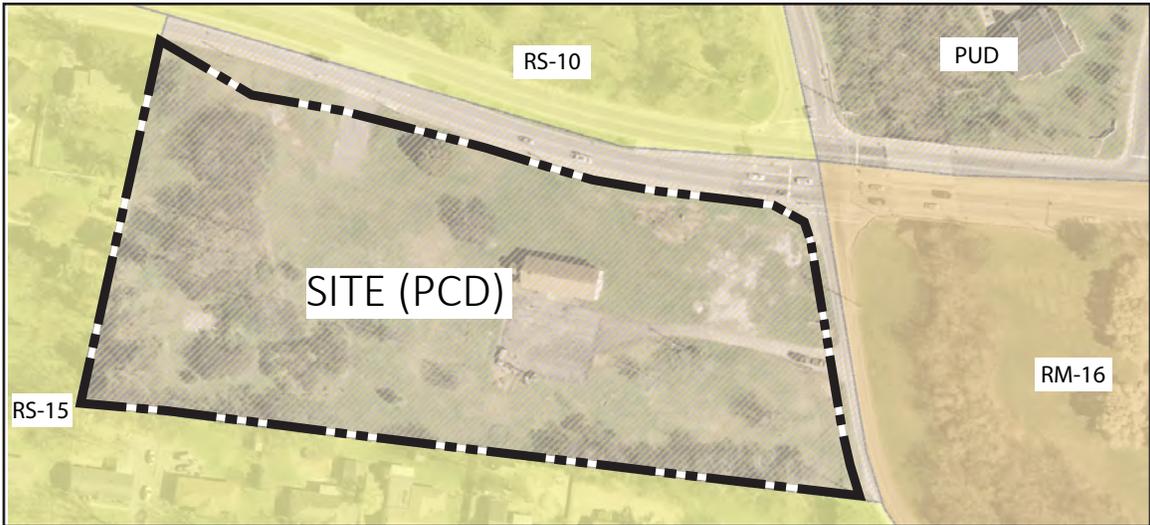
IMAGE 18

VIEW NORTHEAST, ACROSS SADDLEBROOK DR., INTO NORTHFIELD ELEMENTARY SCHOOL.



ON-SITE PHOTOS

 NOT TO SCALE
  SITE BOUNDARY



EXISTING ZONING

 NOT TO SCALE



IMAGE 19

VIEW NORTH FROM HOLMES DRIVE AT THE INTERSECTION WITH ELLIOTT DR.



IMAGE 20

VIEW EAST, ALONG ELLIOTT DR., ONTO FOREST HILLS ESTATES.



IMAGE 21

VIEW EAST, ALONG ELLIOTT DR., ONTO FOREST HILLS ESTATES.



IMAGE 22

VIEW EAST, ALONG ELLIOTT DR., ONTO FOREST HILLS ESTATES.



IMAGE 23

VIEW EAST, ALONG ELLIOTT DR., ONTO FOREST HILLS ESTATES.

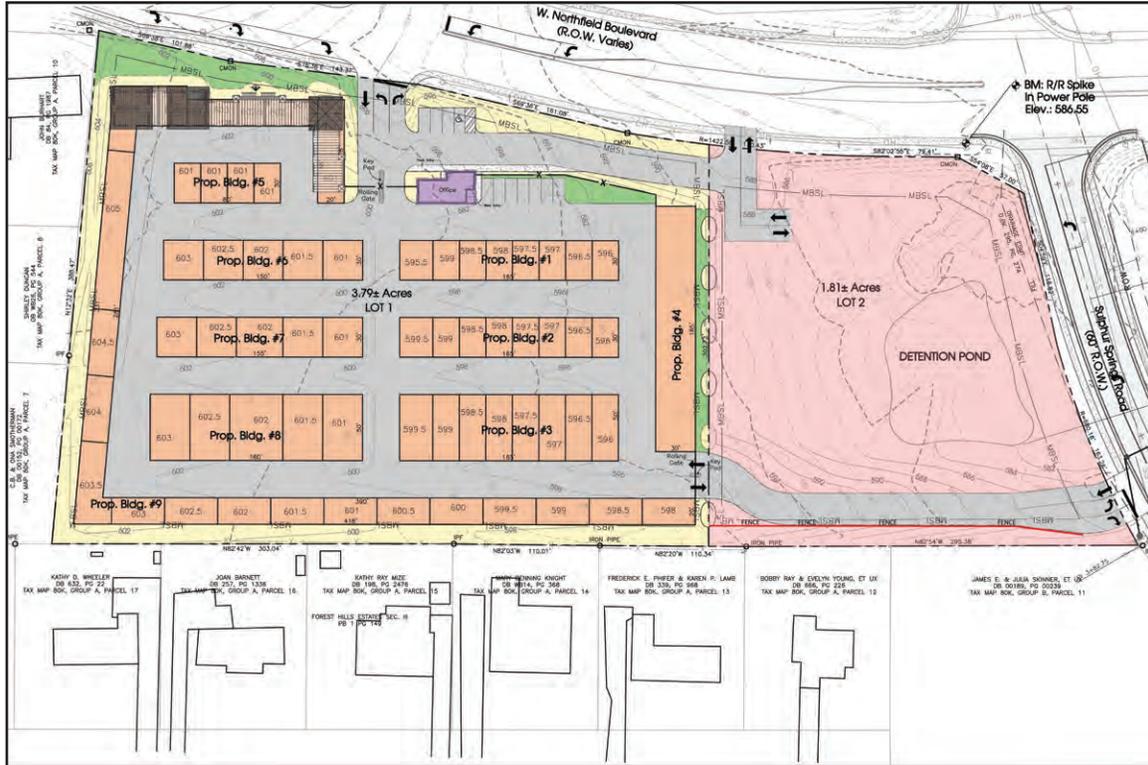


IMAGE 24

VIEW SOUTHEAST, ALONG SANDERS CT., ONTO FOREST HILLS ESTATES.

Synopsis

Northfield Village consists of two lots on 5.60 acres. Lot 1 is proposed to be a mini-storage facility, while Lot 2 has no definite end-user at this time. A list of allowable use types is provided in this booklet for Lot 2. These sites will provide for adequate parking, circulation, solid waste, stormwater and landscaping. These features will be accompanied by distinctive monument signs along Sulphur Springs Road and West Northfield Boulevard.



SITE PLAN - ZOOMED IN



EXAMPLE OF SECURITY GATE - 6 FEET IN HEIGHT

Lot 1 - Proposed Site Characteristics:

- All parking will be located at least 5 feet from property lines (side, rear, and r.o.w.)
- All parking areas to be screened from public right-of-way by landscaping.
- Any solid waste enclosures will be constructed of materials consistent with building architecture and be at least 8 feet tall with opaque gates.
- Type 'C' buffer will be constructed along the length of the western and southern boundaries of Lot 1 where building elevations face adjacent properties.
- Buildings fronting onto public rights-of-way will have a strong base established with use of landscaping.
- Monument signage located at entrances along roadways to have materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. hvac and transformers) to be screened.
- All on-site utilities will be underground.
- Mini-storage business hours will be limited to 6:00 am to 10:00 pm.
- Mini-storage will have two gated entrances with key pads for access.
- On-site lighting will comply with city standards to prevent light pollution.
- Parking will comply with Murfreesboro's zoning ordinance for uses that comply with commercial fringe (CF) district and those outlined on page 22.
- All parking will have curbing.
- Construction of Lot 1, the mini-storage, is anticipated to begin within 90-120 days after zoning is completed.
- Lot 1 will be constructed in one buildout.

Minimum Building Setbacks - Lot 1:

Front/R.O.W.: 15-foot

Side: 10-foot

Rear: 15-foot

Lot 1 Allowable Uses:

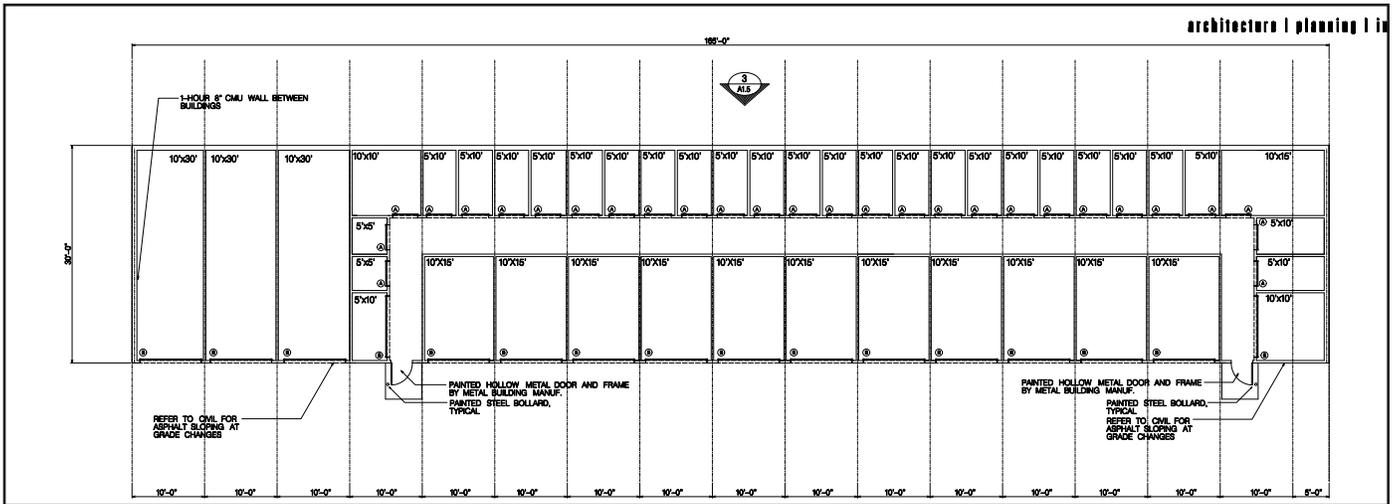
- Activities related to drop-off and pick-up of stored items
- On-site auctions of unit contents when the renter of a unit quits paying rent on that unit

Lot 1 Prohibited Uses:

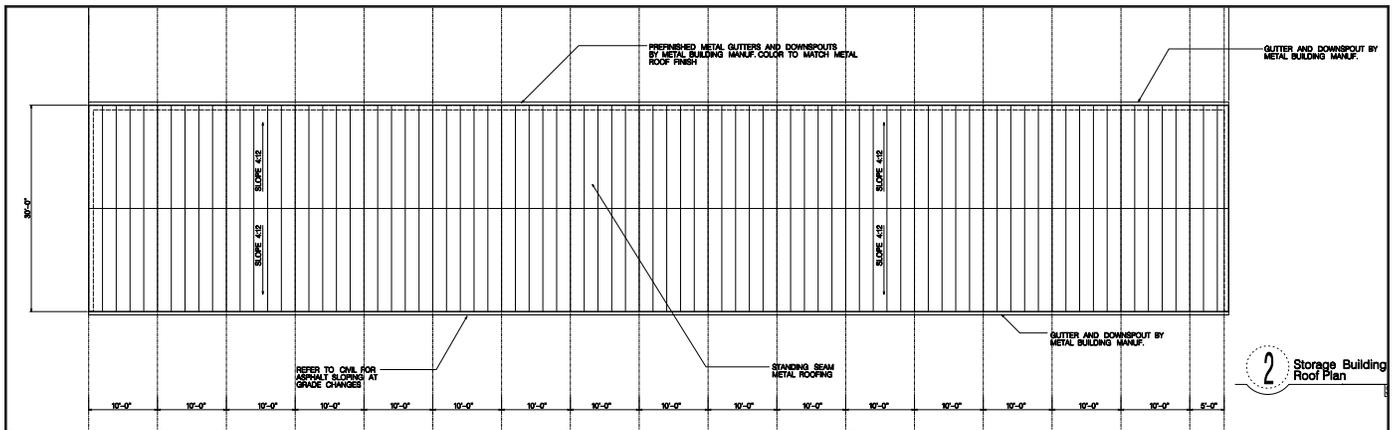
- Playing of any type of musical instrument, radio, TV, or other electronic device
- Repairing or working on cars, motorcycles, or any internal combustion engine
- Sanding, painting, sawing, or operating other power equipment
- Lodging, sleeping, or cooking
- Housing of any animals or other living creatures
- Parties, gatherings, meetings for any purpose
- Garage sales, flea market sales or other public sales (except as stated above)
- Storage of any hazardous, flammable, or explosive materials

As a condition of the rezoning and delay of the development of Lot 2, the following shall be required as part of Lot 1 development:

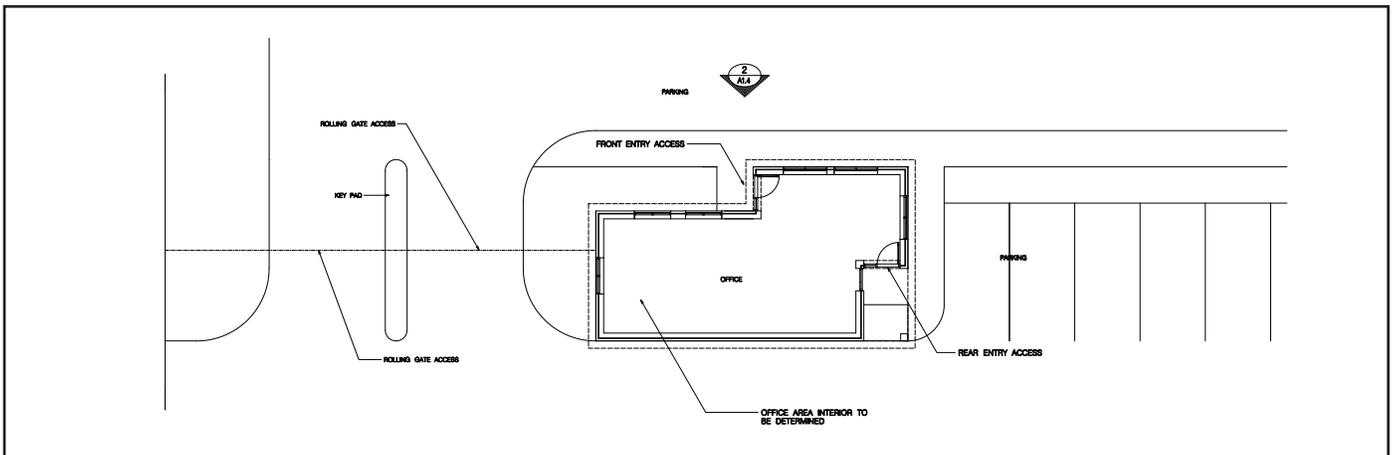
- All perimeter landscaping and fencing for Lot 2 to be done as part of Lot 1
- Lot 2 is to be attractively graded, grass planted, and maintained as open green space until such time that Lot 2 is developed
- Lot 2 is not to be used for parking of construction equipment or storage trailers (as is being done now) after completion of Lot 1
- Lot 2 not to be used for any temporary business (flea market, fireworks stand, etc.)



PROPOSED STORAGE BUILDING #1 - FLOOR PLAN



PROPOSED STORAGE BUILDING #1 - ROOF PLAN



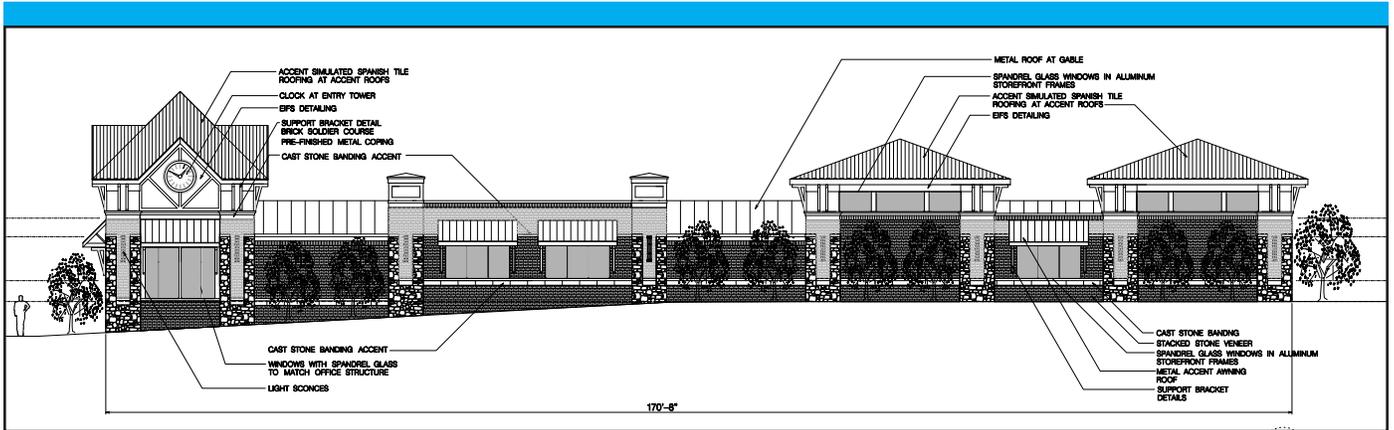
PROPOSED MINI-STORAGE OFFICE BUILDING - LAYOUT IN RELATION TO SITE

Architecture Characteristics:

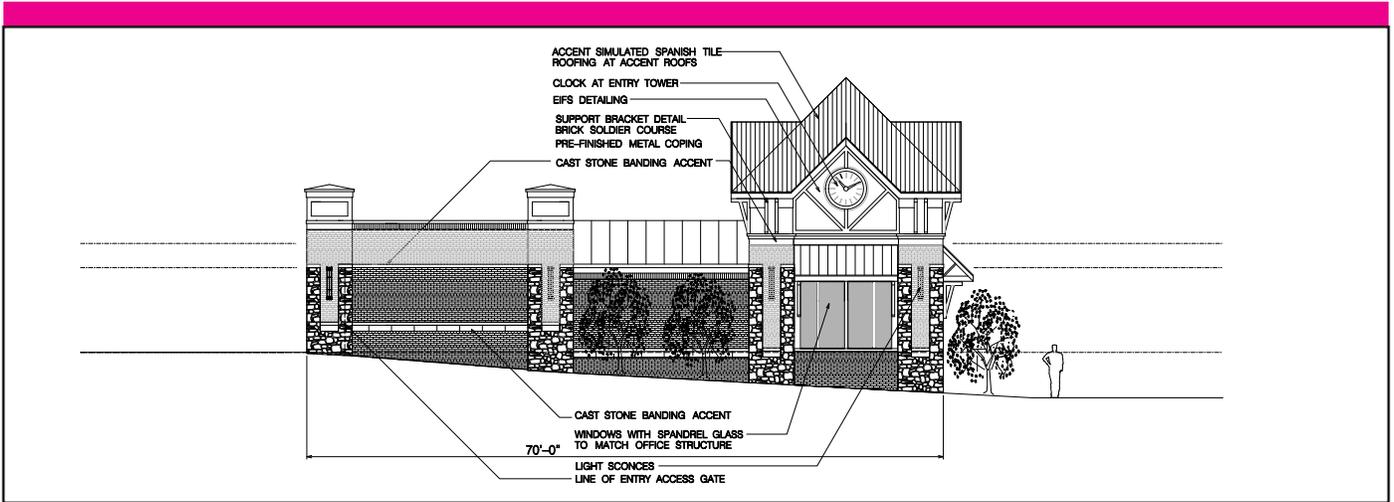
- Building heights shall not exceed 35 feet in height.
- Single story building.
- Hip, gabled, or pitched roof.

Mixture of High Quality Materials Consisting of:

- Brick
 - Stone
 - Metal roofing
 - Windows
 - Metal in trim and soffit areas
 - Simulated Spanish tile roofing
 - EIFS detailing
 - Pre-finished metal coping
 - Cast stone
 - Pilaster cap
-
- Colors will be reviewed with planning staff and by planning commission, but are intended to be neutral in nature.
 - Architectural base by use of different materials, different colors, or change in pattern or combination of these techniques.
 - Multiple rooflines.



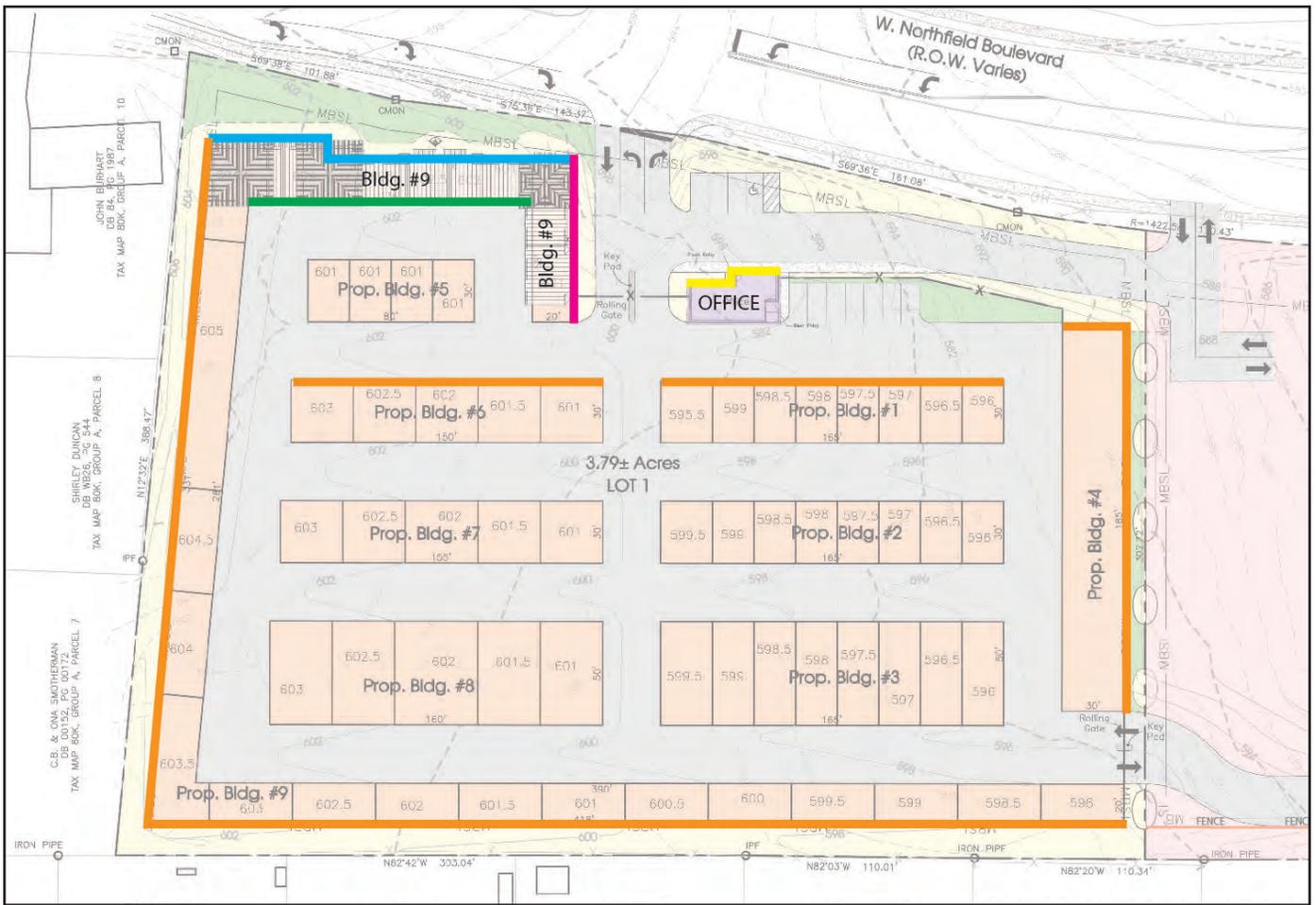
(A) PROPOSED STORAGE BUILDING #9 ELEVATION (FACING W. NORTHFIELD BOULEVARD)



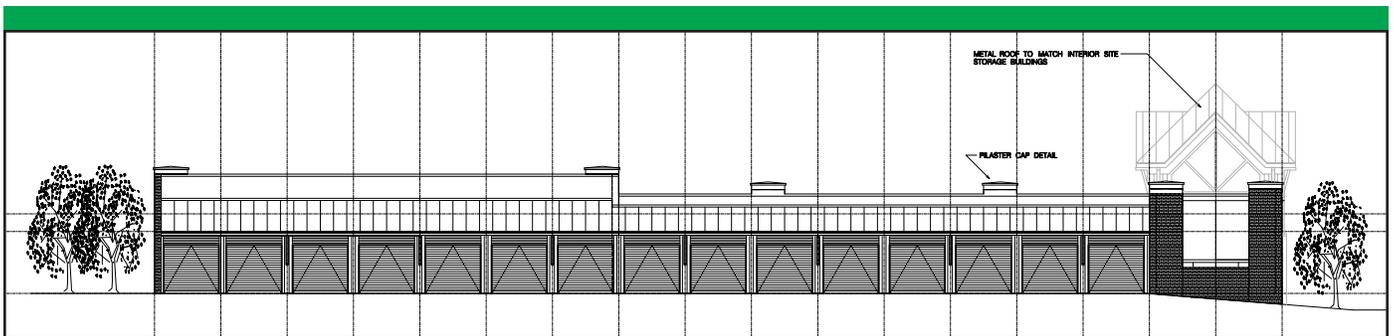
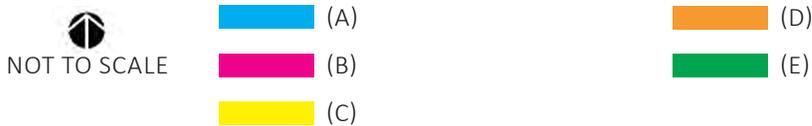
(B) PROPOSED STORAGE BUILDING #9 ELEVATION (FACING ENTRANCE/EXIT GATE)



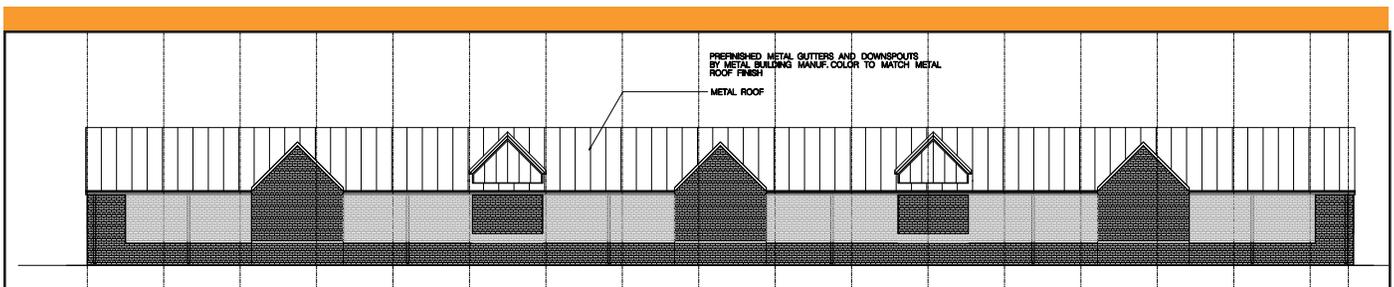
(C) PROPOSED OFFICE BUILDING ELEVATION (FACING W NORTHFIELD BOULEVARD)



SITE PLAN - ELEVATIONS MAP



(E) PROPOSED STORAGE BUILDING #9 ELEVATION (FACING PROPOSED BUILDING # 5)



(D) PROPOSED STORAGE BUILDING #1 ELEVATION (FACING W NORTHFIELD BLVD. AND PERIMETER OF DEVELOPMENT)

LOT 2 ALLOWABLE USES:

OTHER HOUSING

- Day-Care Center
- Museum
- Philanthropic Institution
- Public Building

TRANSPORTATION AND PUBLIC UTILITIES

- Post Office or Postal Facility



PVC BUFFER FENCE - 6 FEET IN HEIGHT

COMMERCIAL

- | | |
|---|---|
| <ul style="list-style-type: none"> • Amusements • Antique Shop <3,000 SF • Apothecaries (pharmaceutical only) • Art or Photo Studio or Gallery • Retail Bakery • Bank Branch Office • Bank, Drive-Up Electronic Teller • Bank, Main Office • Barber or Beauty Shop • Book or Card Shop • Business and Communication Service • Catering Establishment • Clothing Store • Convenience Sales and Service, max. 5,000 sf floor area (no fuel pumps) • Delicatessen • Doughnut Shop • Dry Cleaning • Dry Cleaning Pick-up Station | <ul style="list-style-type: none"> • Financial Service • Flower or Plan Store • Garden and Lawn Supplies (no outdoor storage) • Glass-Stained and Leaded • Ice Cream Shop • Interior Decorator • Karate Instruction • Locksmith • Music or Dancing Academy • Offices • Optical Dispensaries • Personal Service Establishment • Pet Shop • Pharmacies • Photo Finishing • Reducing and Weight Control Service • Restaurant and Carry-out Restaurant • Retail Shop, other than enumerated elsewhere |
|---|---|

** No establishments where on-premise consumption of intoxicating beverages is primary activity. Additional Notes: There shall be no auto sales and/or service. There shall be no amplified outdoor music.*



SITE PLAN - LOT 2



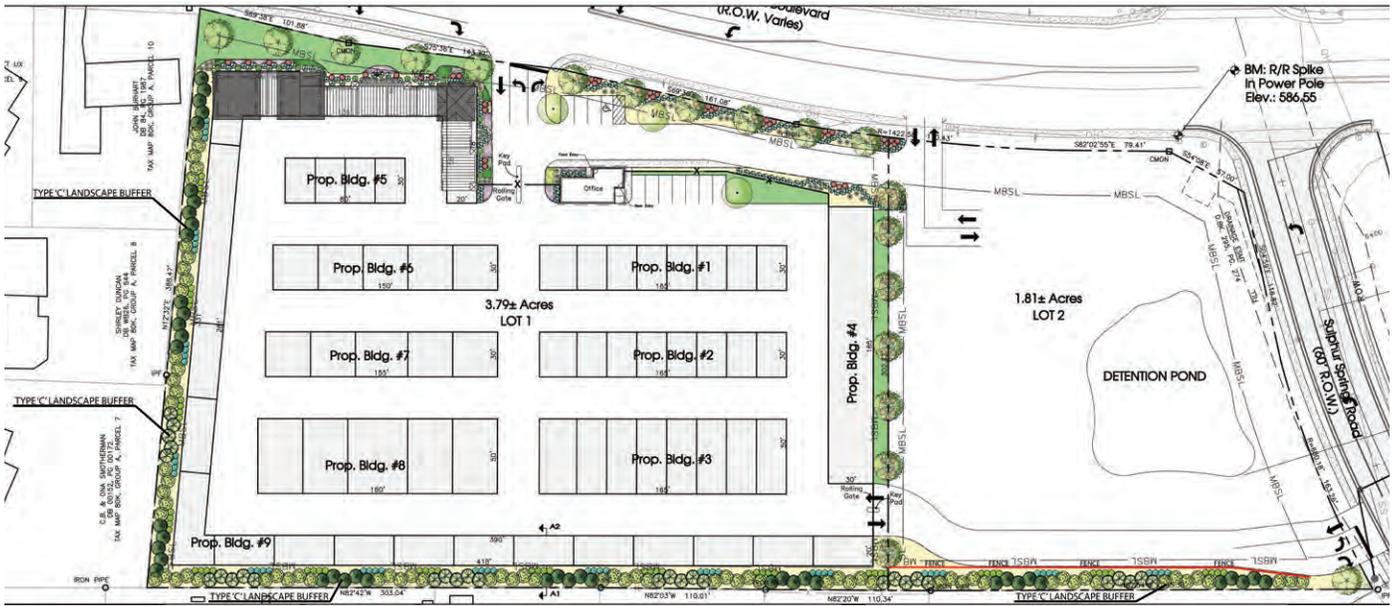
While the immediate use of Lot 2 is unknown at this time, the allowable uses for commercial zoning are outlined on page 22. Therefore, additional standards for those anticipated uses have been outlined here below. The allowable uses listed were taken from the allowable uses for Commercial Fringe (CF) District, which is intended to allow low impact commercial uses in relative close proximity to residential to provide commercial retail uses and personal services for a relatively small area.

Lot 2 - Minimum Site Characteristics:

- Building heights shall not exceed 35 feet in height.
- All parking will be located at least 5 feet from property lines (side, rear, and R.O.W.).
- All parking areas to be screened from public right-of-way by landscaping.
- Any solid waste enclosures will be constructed of materials consistent with building architecture and be at least 8 feet tall with opaque gates.
- Type 'C' buffer accompanied by a 6 foot tall opaque pvc fence to be constructed along the Lot 2 portion of the southern property line to screen the rear yards of neighbor's lots from the site's parking lot and shared access drive.
- Buildings will have a strong base established with use of landscaping.
- Monument signage located at entrances along roadways to have materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. hvac and transformers) to be screened.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution.
- Parking will comply with Murfreesboro's zoning ordinance for uses that comply with Commercial Fringe (CF) District and those outlined on page 22.
- All parking will have curbing.
- Construction of Lot 2 will begin once an end-user has chosen the site and receives site plan approval from the planning commission.
- All buildings on Lot 2 will have materials & architecture consistent with Lot 1 to create an overall theme of the development.

Minimum Building Setbacks - Lot 2:

- Front: 30-foot
- Side: 10-foot
- Rear: 20-foot



CONCEPTUAL LANDSCAPE PLAN



FRONTAGE LANDSCAPE: DECIDUOUS TREES



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* x 'Green Mountain' / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea

- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii* x *plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

FRONTAGE LANDSCAPE: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

FRONTAGE LANDSCAPE: GROUNDCOVER



(G)



(H)



(I)



(J)

TYPE 'C' LANDSCAPE BUFFER: EVERGREEN TREES



(K)



(L)



(M)

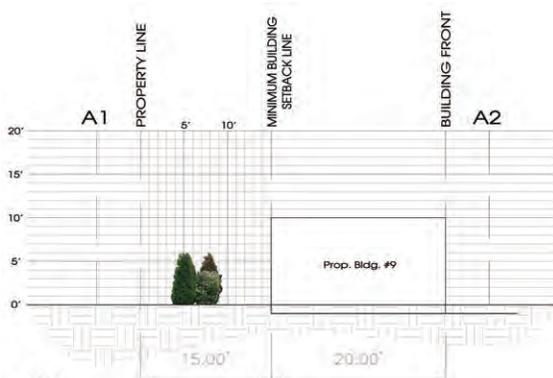
TYPE 'C' LANDSCAPE BUFFER: EVERGREEN SHRUBS



(N)



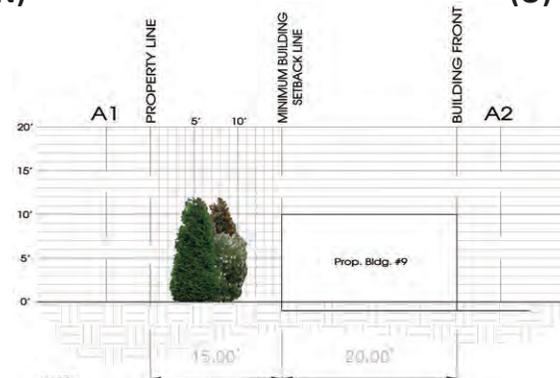
(O)



NOTES:

- The space between 'property line' and minimum building setback line may have varying elevation change not graphically demonstrated.
- Vegetation is shown at initial planting height.

INITIAL PLANTING HEIGHT



NOTES:

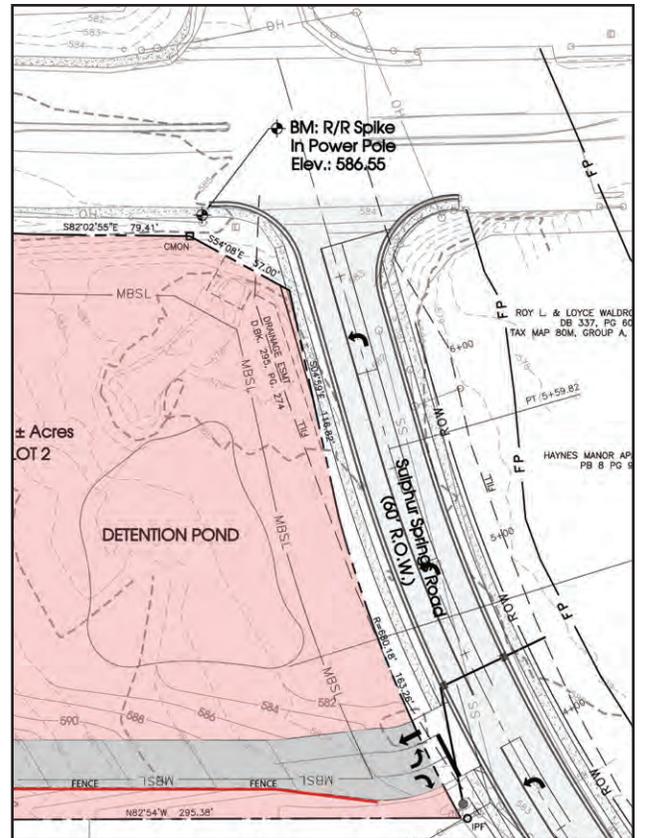
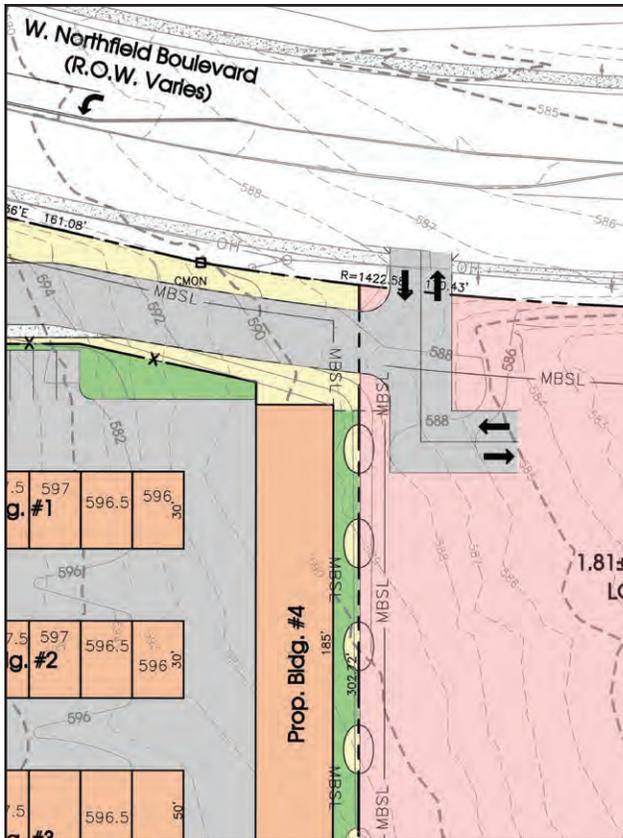
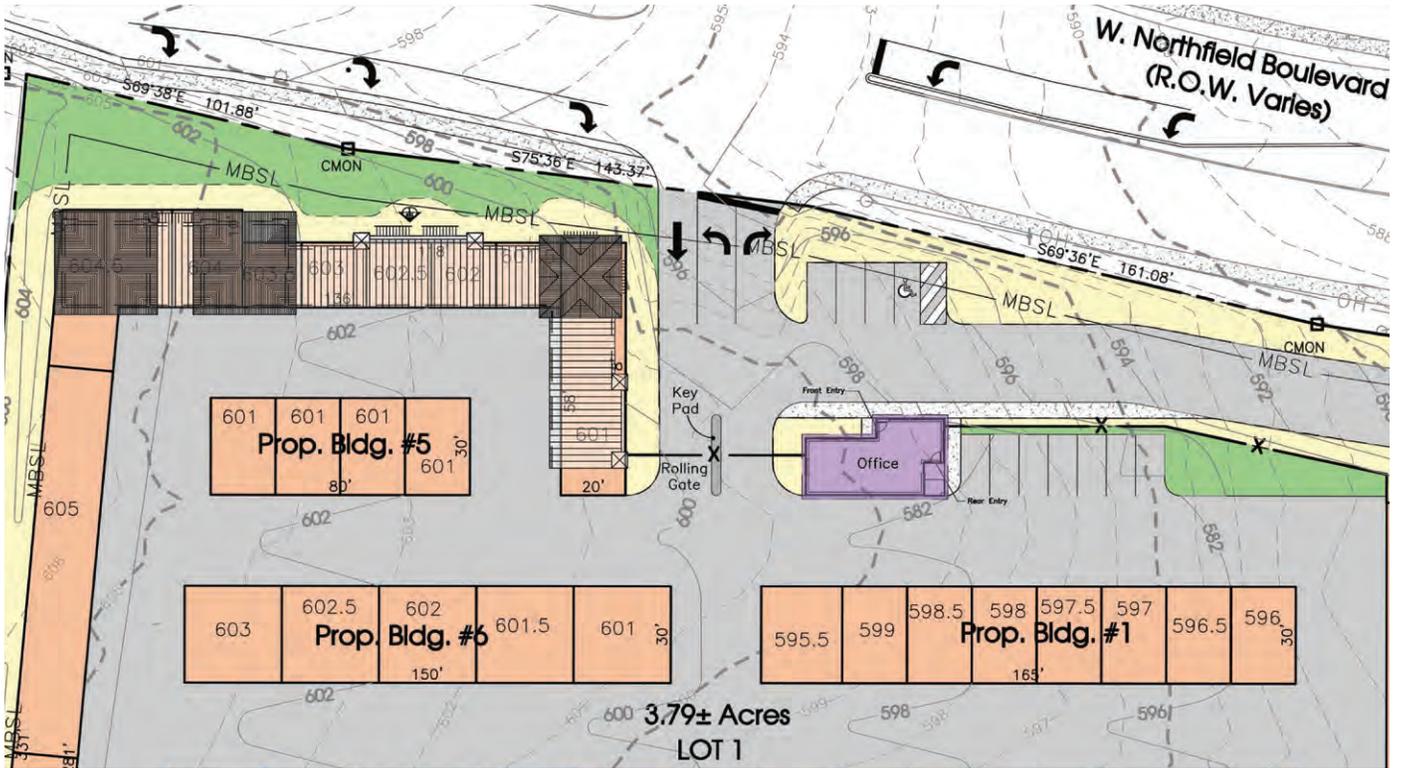
- The space between 'property line' and minimum building setback line may have varying elevation change not graphically demonstrated.
- Vegetation is shown at average height for 10 years.

10-YEAR PLANTING HEIGHT

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 5 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- West and south perimeter of lot 1 will have a Type 'c' landscape buffer planted.
- The southern property line of lot 2 will have a Type 'c' landscape buffer planted including a solid opaque pvc fence (minimum 6-foot tall) to provide screening for the adjacent neighbors properties.
- The buffer fence will be located on the parking lot side with the landscape buffer materials between the fence and adjacent property.
- All mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosure screened with masonry wall and landscaping.
- Base of buildings will have at least 3 foot landscape strip.
- Monument signage will be supplemented with landscaping.
- Landscaping will be in conformance with City of Murfreesboro's landscaping ordinance.
- All landscape areas to have fully automatic irrigation system.



INGRESS/ EGRESS PLANS

-  NOT TO SCALE
-  PROPOSED STORAGE UNIT
-  OFFICE
-  PAVEMENT
-  PLANT BED
-  LAWN
-  LOT 2
-  FENCE

Pursuant to the Murfreesboro major thoroughfare plan, Sulphur Springs Road and West Northfield Boulevard are not planned to be upgraded. As per this rezoning request, the plan proposes that additional improvements be made to the roadways around the perimeter of the site. The PCD proposes improvements to both Sulphur Springs Road and West Northfield Boulevard.

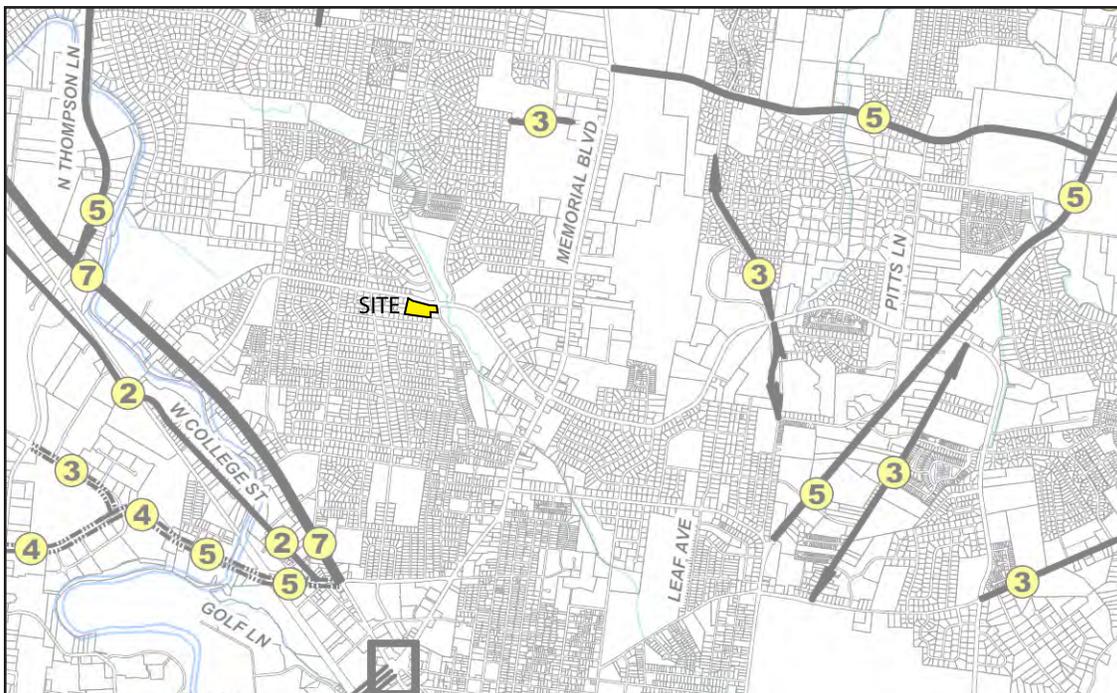
The Sulphur Springs improvements call for adding additional pavement for a dedicated left hand turn lane to W. Northfield Boulevard. Along with a dedicated left hand turn lane into the site at the shared access drive along the south property line on Lot 2.

Proposed improvements to West Northfield Boulevard include adding a dedicated left hand turn lane from west-bound-lanes into the mini-storage site. Along with a dedicated right hand turn lane off of the east-bound travel lanes on W. Northfield Boulevard into the mini-storage site. A second shared entrance off of the eastbound lanes along W. Northfield Boulevard will be provided for shared ingress/egress from Lot 2.

On-site turning movements have been planned to provide maximum stacking distances and the optimal design to minimize impact to the city's rights-of-way.

All on-site drive lanes and parking spaces will be designed to comply with the City of Murfreesboro's zoning ordinance, dimensionally and quantities.

All vehicular areas will be surfaced with asphalt pavement or concrete pavement and will be determined at construction plan phase.



THOROUGHFARE PLAN

1.) A MAP SHOWING AVAILABLE UTILITIES, EASEMENTS, ROADWAYS, RAIL LINES AND PUBLIC RIGHT-OF-WAY CROSSING AND ADJACENT TO THE SUBJECT PROPERTY.

RESPONSE: AN EXHIBIT IS GIVEN ON PAGE 6 ALONG WITH DESCRIPTIONS OF EACH.

2.) A GRAPHIC RENDERING OF THE EXISTING CONDITIONS AND/OR AERIAL PHOTOGRAPH(S) SHOWING THE EXISTING CONDITIONS AND DEPICTING ALL SIGNIFICANT NATURAL TOPOGRAPHICAL AND PHYSICAL FEATURES OF THE SUBJECT PROPERTY; LOCATION AND EXTENT OF WATER COURSES, WETLANDS, FLOODWAYS, AND FLOODPLAINS ON OR WITHIN ONE HUNDRED (100) FEET OF THE SUBJECT PROPERTY; EXISTING DRAINAGE PATTERNS; LOCATION AND EXTENT OF TREE COVER; AND COMMUNITY GREENWAYS AND BICYCLE PATHS AND ROUTES IN PROXIMITY TO THE SUBJECT PROPERTY.

RESPONSE: AN EXHIBIT IS GIVEN ON PAGE 6 THAT SHOWS THE EXISTING CONTOURS AND DRAINAGE PATTERNS ALONG WITH AN AERIAL PHOTOGRAPH OF THE AREA. A PORTION OF THE PROPERTY IS SUBJECT TO THE FLOODPLAIN ASSOCIATED WITH SINKING CREEK. A PORTION OF THE SITE LIES WITHIN ZONE AE, PER COMMUNITY PANEL 47149C0260H EFFECTIVE DATE: 1/5/2007.

3.) A PLOT PLAN, AERIAL PHOTOGRAPH, OR COMBINATION THEREOF DEPICTING THE SUBJECT AND ADJOINING PROPERTIES INCLUDING THE LOCATION OF STRUCTURES ON-SITE AND WITHIN TWO HUNDRED (200) FEET OF THE SUBJECT PROPERTY AND THE IDENTIFICATION OF THE USE THEREOF.

RESPONSE: EXHIBITS AND PHOTOGRAPHS ON PAGES 4-15 GIVE THE LOCATION OF EXISTING STRUCTURES ON THE SUBJECT PROPERTY AND THE SURROUNDING PROPERTIES. AN EXHIBIT ON PAGE 8 GIVES THE ZONING OF THOSE SAME PROPERTIES.

4.) A DRAWING DEFINING THE LOCATION AND AREA PROPOSED TO BE DEVELOPED FOR BUILDINGS AND PARKING; STANDARDS FOR PEDESTRIAN AND VEHICULAR CIRCULATION; THE PROPOSED POINTS OF INGRESS AND EGRESS TO THE DEVELOPMENT; THE PROVISION OF SPACES FOR LOADING; PROPOSED SCREENING TO BE MADE IN RELATION TO ABUTTING LAND USES AND ZONING DISTRICTS; AND THE EXTENT OF PROPOSED LANDSCAPING, PLANTING AND OTHER TREATMENT ADJACENT TO SURROUNDING PROPERTY.

RESPONSE: PAGES 16-27 LISTS STANDARDS AND EXHIBITS SHOWING THE CONCEPT PLAN WHICH SHOWS EACH OF THESE ITEMS.

5.) A CIRCULATION DIAGRAM INDICATING THE PROPOSED PRINCIPAL MOVEMENT OF VEHICLES, GOODS AND PEDESTRIAN WITHIN THE DEVELOPMENT TO AND FROM EXISTING THOROUGHFARE.

RESPONSE: THE SITE PLAN ON PAGE 16 & 26 INDICATES ACCESS POINTS.

6.) IF THE PLANNED DEVELOPMENT IS PROPOSED TO BE CONSTRUCTED IN STAGES OR UNITS DURING A PERIOD EXTENDING BEYOND A SINGLE CONSTRUCTION SEASON, A DEVELOPMENT SCHEDULE INDICATING:

(AA) THE APPROXIMATE DATE WHEN CONSTRUCTION OF THE PROJECT CAN BE EXPECTED TO BEGIN; **RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 17 & 23**

(BB) THE ORDER IN WHICH THE PHASES OF THE PROJECT WILL BE BUILT; **RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 17 & 23**

(CC) THE MINIMUM AREA AND THE APPROXIMATE LOCATION OF COMMON SPACE AND PUBLIC IMPROVEMENTS THAT WILL BE REQUIRED AT EACH STAGE; **RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 17 & 23**

(DD) A BREAKDOWN BY PHASE FOR SUBSECTIONS[5] AND [6] ABOVE; **RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 17 & 23**

7.) A WRITTEN STATEMENT GENERALLY DESCRIBING THE RELATIONSHIP OF THE PROPOSED PLANNED DEVELOPMENT TO THE CURRENT POLICIES AND PLANS OF THE CITY AND HOW THE PROPOSED PLANNED DEVELOPMENT IS TO BE DESIGNED, ARRANGED AND OPERATED IN ORDER TO PERMIT THE DEVELOPMENT AND USE OF NEIGHBORING PROPERTY IN ACCORDANCE WITH THE APPLICABLE REGULATIONS OF THIS ARTICLE.

RESPONSE: THE PROPERTY IS CURRENTLY ZONED PCD. THE SURROUNDING AREA HAS A MIXTURE OF USES CONSISTING OF RESIDENTIAL DETACHED AND ATTACHED STRUCTURES, CHURCHES, AND SCHOOLS, AND COMMERCIAL DEVELOPMENTS. THE SCHOOL AND CHURCH ARE INSTITUTIONAL USES, WHICH ARE TYPICALLY CONSIDERED TO BE COMPLIMENTARY AND COHESIVE WITH THE SURROUNDING NEIGHBORHOODS. LIKE THOSE USES, THIS PROPOSED PCD WILL PROVIDE AMENITIES AND NEEDS FOR THE LOCAL RESIDENTS. THE CONCEPT PLAN AND DEVELOPMENT STANDARDS COMBINED WITH THE ARCHITECTURAL REQUIREMENTS SHOWN WITHIN THIS BOOKLET WILL ALLOW THIS SITE TO FILL A NEED IN THIS AREA.

8.) A STATEMENT SETTING FORTH IN DETAIL EITHER (1) THE EXCEPTIONS WHICH ARE REQUIRED FROM THE ZONING AND SUBDIVISION REGULATIONS OTHERWISE APPLICABLE TO THE PROPERTY TO PERMIT THE DEVELOPMENT OF THE PROPOSED PLANNED DEVELOPMENT OR (2) THE BULK, USE, AND/OR OTHER REGULATIONS UNDER WHICH THE PLANNED DEVELOPMENT IS PROPOSED.

RESPONSE: THE FRONT SETBACKS REQUESTED ARE 27 FEET LESS THAT THE REQUIRED SETBACK FOR A (CF) DEVELOPMENT. THE SIDE SETBACKS REQUESTED ARE SAME AS REQUIRED FOR A (CF) DEVELOPMENT. THE REAR SETBACKS REQUESTED ARE 5 FEET LESS THAN THE REQUIRED SETBACK FOR A (CF) DEVELOPMENT. THE MAXIMUM HEIGHT IS 10 FEET LESS THAN WHAT IS ALLOWED IN A (CF) DEVELOPMENT.

9.) A TABULATION OF THE MAXIMUM FLOOR AREA PROPOSED TO BE CONSTRUCTED, THE F.A.R. (FLOOR AREA RATIO), THE L.S.R. (LIVABILITY SPACE RATIO) AND THE O.S.R. (OPEN SPACE RATIO).

THESE TABULATIONS ARE FOR THE PCD

RESPONSE: THE DATA CHART BELOW IS NOT COMPLETE DUE TO THE UNKNOWN DEVELOPMENT ASSOCIATED WITH THE UNDEVELOPED LOT 2. THE DATA IN THE CHART IS ONLY BASED ON AREAS FROM LOT 1. THIS CHART WILL NOT BE ACCURATE UNTIL SUCH TIME THAT A DESIGN FOR LOT 2 IS SUBMITTED FOR APPROVAL, WHICH WILL PROVIDE REMAINING DATA TO MAKE THE CHART ACCURATE IN RELATION TO THE TOTAL SITE AREA. MAXIMUM FLOOR AREA TO BE CONSTRUCTED ON LOT 2 IS 40,000 S.F.

TOTAL SITE AREA	243663
TOTAL MAXIMUM FLOOR AREA	64357
TOTAL LOT AREA	243663
TOTAL BUILDING COVERAGE	64357
TOTAL DRIVE/ PARKING AREA	85693
TOTAL RIGHT-OF-WAY	0
TOTAL LIVABLE SPACE	93613
TOTAL OPEN SPACE	179306
FLOOR AREA RATIO (F.A.R.)	0.26
LIVABILITY SPACE RATIO (L.S.R.)	1.45
OPEN SPACE RATIO (O.S.R.)	2.79

SQUARE FOOTAGE AND RATIO CALCULATIONS (LOTS 1 AND 2)

10.) THE NATURE AND EXTENT OF ANY OVERLAY ZONE AS DESCRIBED IN SECTION 24 OF THIS ARTICLE AND ANY SPECIAL FLOOD HAZARD AREA AS DESCRIBED IN SECTION 34 OF THIS ARTICLE

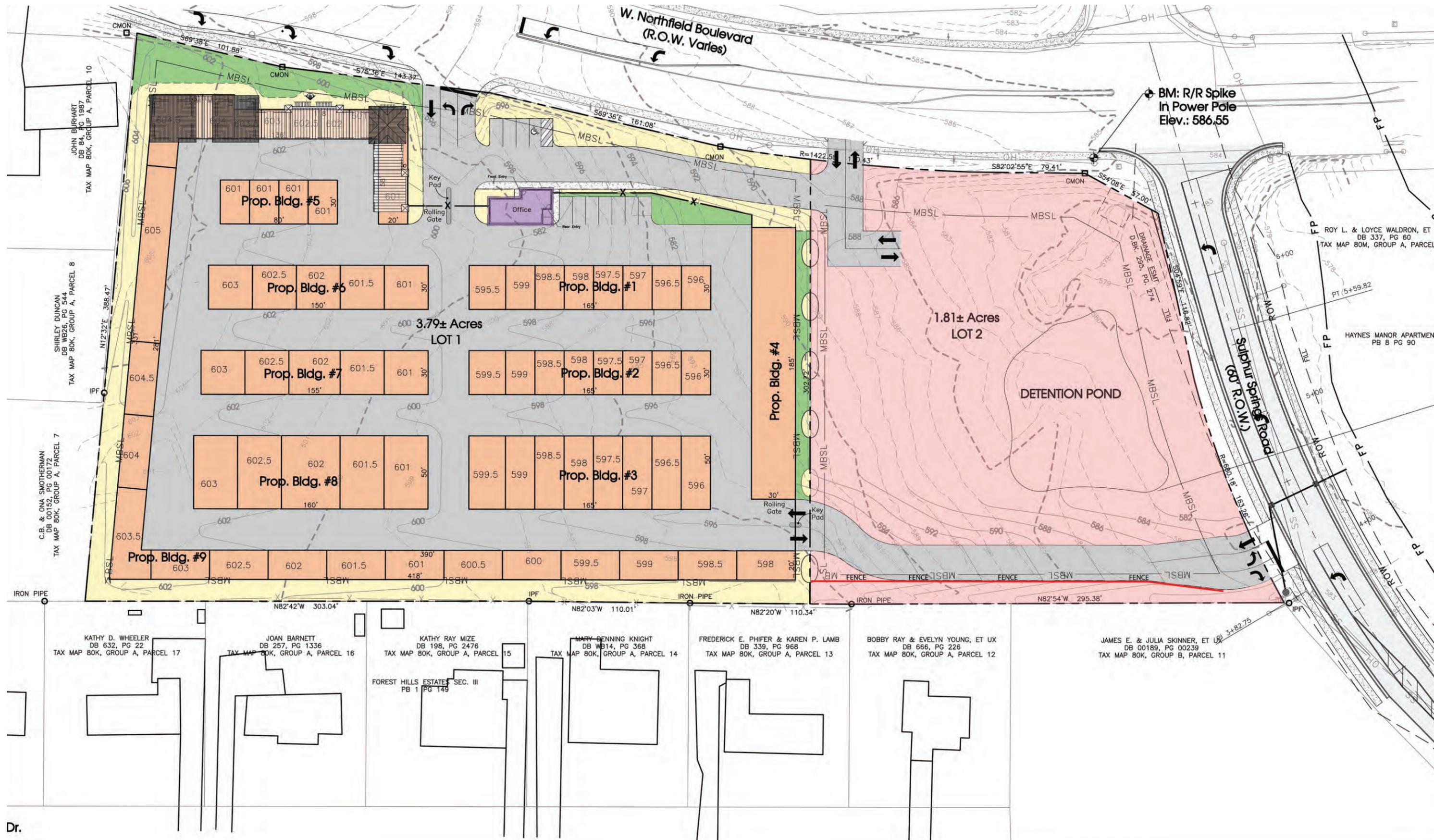
RESPONSE: THIS PROPERTY IS IN THE AIRPORT OVERLAY DISTRICT (AOD). THIS SITE IS NOT IN THE BATTLEFIELD PROTECTION DISTRICT (BPD), GATEWAY DESIGN OVERLAY DISTRICT (GDO), HISTORIC DISTRICT (H-1), OR PLANNED SIGNAGE OVERLAY DISTRICT (PS). A PORTION OF THE PROPERTY IS SUBJECT TO THE FLOODPLAIN ASSOCIATED WITH SINKING CREEK. A PORTION OF THE SITE LIES WITHIN ZONE AE, PER COMMUNITY PANEL 47149C0260H EFFECTIVE DATE: 1/5/2007.

11.) THE LOCATION AND PROPOSED IMPROVEMENTS OF ANY STREET DEPICTED ON THE MURFREESBORO MAJOR THOROUGHFARE PLAN AS ADOPTED AND AS IT MAY BE AMENDED FROM TIME TO TIME.

RESPONSE: PAGE 27 DISCUSSES THE MAJOR THOROUGHFARE PLAN.

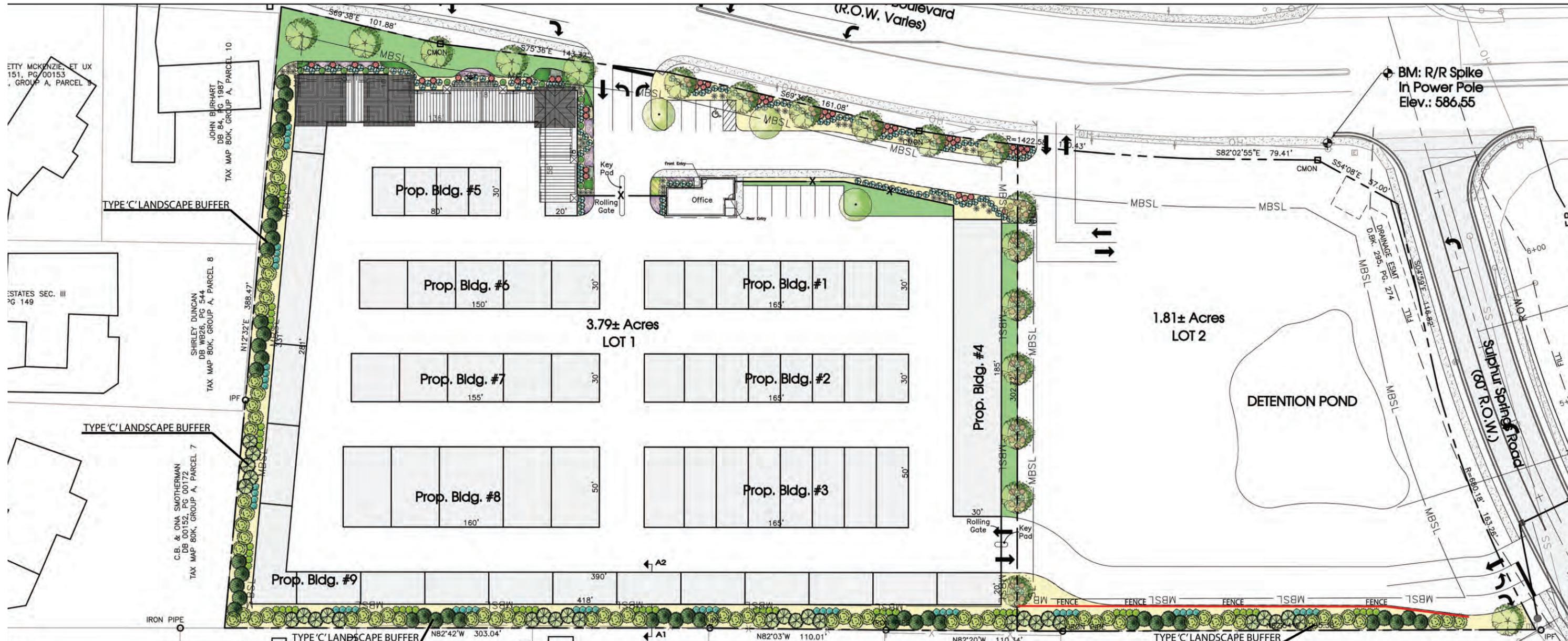
12.) THE NAME, ADDRESS, TELEPHONE NUMBER, AND FACSIMILE NUMBER OF THE APPLICANT AND ANY PROFESSIONAL ENGINEER, ARCHITECT, OR LAND PLANNER RETAINED BY THE APPLICANT TO ASSIST IN THE PREPARATION OF THE PLANNED DEVELOPMENT PLANS. A PRIMARY REPRESENTATIVE SHALL BE DESIGNATED.

RESPONSE: THE PRIMARY REPRESENTATIVE IS MATT TAYLOR OF SEC, INC. ALL CONTACT INFORMATION IS LOCATED ON THE COVER OF THIS BOOKLET.



1" = 60'

	PROPOSED STORAGE UNIT		PLANT BED		FENCE
	OFFICE		LAWN		
	PAVEMENT		LOT 2		



BM: R/R Spike
In Power Pole
Elev.: 586.55

ETTY MCKENZIE, ET UX
DB 151, PG 00153
GROUP A, PARCEL 9

JOHN BURHART
DB 84, PG 1987
TAX MAP 80K, GROUP A, PARCEL 10

ESTATES SEC. III
PG 149

SHIRLEY DUNCAN
DB WB26, PG 544
TAX MAP 80K, GROUP A, PARCEL 8

C.B. & ONA SMOTHERMAN
DB 00152, PG 00172
TAX MAP 80K, GROUP A, PARCEL 7

KATHY D. WHEELER
DB 632, PG 22
TAX MAP 80K, GROUP A, PARCEL 17

JOAN BARNETT
DB 257, PG 1336
TAX MAP 80K, GROUP A, PARCEL 16

KATHY RAY MIZE
DB 198, PG 2476
TAX MAP 80K, GROUP A, PARCEL 15

MARY BENNING KNIGHT
DB WB14, PG 368
TAX MAP 80K, GROUP A, PARCEL 14

FREDERICK E. PHIFER & KAREN P. LAMB
DB 339, PG 968
TAX MAP 80K, GROUP A, PARCEL 13

BOBBY RAY & EVELYN YOUNG, ET UX
DB 666, PG 226
TAX MAP 80K, GROUP A, PARCEL 12

FOREST HILLS ESTATES SEC. III
PB 1 PG 149

PLANT SCHEDULE					
DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	ROOT	PLANT SIZE
UP	19		Ulmus parvifolia 'Emer II' / Emer II' Allee Elm	B & B	3" Cal
ZS	3		Zelkova serrata 'Green Vase' / Sawleaf Zelkova	B & B	3" Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	ROOT	PLANT SIZE
CJ	30		Cryptomeria japonica 'Radicans' / Japanese Cedar	15 gal	
MG2	73		Magnolia grandiflora 'D.D. Blanchard' TM / Southern Magnolia	B & B	
TS	45		Thuja standishii x plicata 'Green Giant' / Green Giant Arborvitae	B & B	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	ROOT	PLANT SIZE
L12	108		Lagerstroemia indica 'GAMAD VI' / Berry Dazzle Crape Myrtle	Cont.	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	ROOT	PLANT SIZE
BX	18		Buxus x 'Green Mountain' / Boxwood	Cont.	
PL	170		Prunus laurocerasus 'Otto Luyken' / Luykens Laurel	3 gal	
PL2	52		Prunus laurocerasus 'Schipkaensis' / Schipka Laurel	3 gal	
VX	56		Viburnum x pragensis / Prague Viburnum	Cont.	
GRASSES	CODE	QTY	BOTANICAL NAME / COMMON NAME	ROOT	PLANT SIZE
MS	42		Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	1 gal	
GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	ROOT	PLANT SIZE
IS	243		Iberis sempervirens 'Little Gem' / Little Gem Evergreen Candytuft	4" pot	
LM2	58		Liriope muscari 'Variegata' / Variegated Lily Turf	1 gal	
LS3	61		Liriope spicata 'Silver Dragon' / Creeping Lily Turf	1 gal	
SP	373		Setcreasea pallida 'Purple Heart' / Purple Heart Setcreasea	1 gal	



ORDINANCE 16-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 5.6 acres in the Planned Commercial Development (PCD) District located along West Northfield Boulevard and Sulphur Springs Road, as indicated on the attached map; Tarver Properties, Inc., applicant [2016-417].

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 changing the name of the project, subdividing the property into Lot 1 and Lot 2, allowing a self-storage facility to be constructed on Lot 1 and reserving Lot 2 for future neighborhood commercial development.

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 be and it 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

Craig D. Tindall
City Attorney

SEAL



SINKING CREEK

SULPHUR-SPRINGS RD

SADDLEBROOK DR

RS-10

PUD

RS-15

OAKHAVEN DR

PCD Amended

SANDERS CT

W. NORTHFIELD BLVD

PCD

RM-16

ELLIOTT DR

Ordinance 16-OZ-28

RS-15

WOODMONT DR

W KINGWOOD DR

RM-12





... creating a better quality of life.

Agenda

July 14, 2016

Honorable Mayor and Members of City Council

Re: Public Hearing to be held July 21, 2016

Background

Attached is additional information for the public hearing to be held by the City Council. The item is as follows:

- a. Zoning application [2016-419] for approximately 6 acres located along Spike Trail and Maya Drive to be zoned PRD simultaneous with annexation (Villas at Indian Creek Section 4), Ole South Properties Inc, applicant. The Planning Commission voted to recommend approval with one no vote.

Recommendation

The City Council will need to conduct a public hearing on this matter after which it will consider an ordinance for its adoption.

Concurrences

The Murfreesboro Planning Commission conducted a public hearing on this item during its regular meeting on June 8, 2016. The Planning Commission is recommending approval of these items.

Attachments

1. Staff Comments from the Planning Commission meeting
2. Illustrations of the areas
3. PRD program books
4. Minutes of the Planning Commission meeting
5. Miscellaneous exhibits and materials

Respectfully Submitted,

Margaret Ann Green, AICP
Principal Planner

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JUNE 8, 2016**

4.a. Zoning application [2016-419] for approximately 6 acres located along Spike Trail and Maya Drive to be zoned PRD simultaneous with annexation (Villas at Indian Creek Section 4), Ole South Properties Inc, applicant.

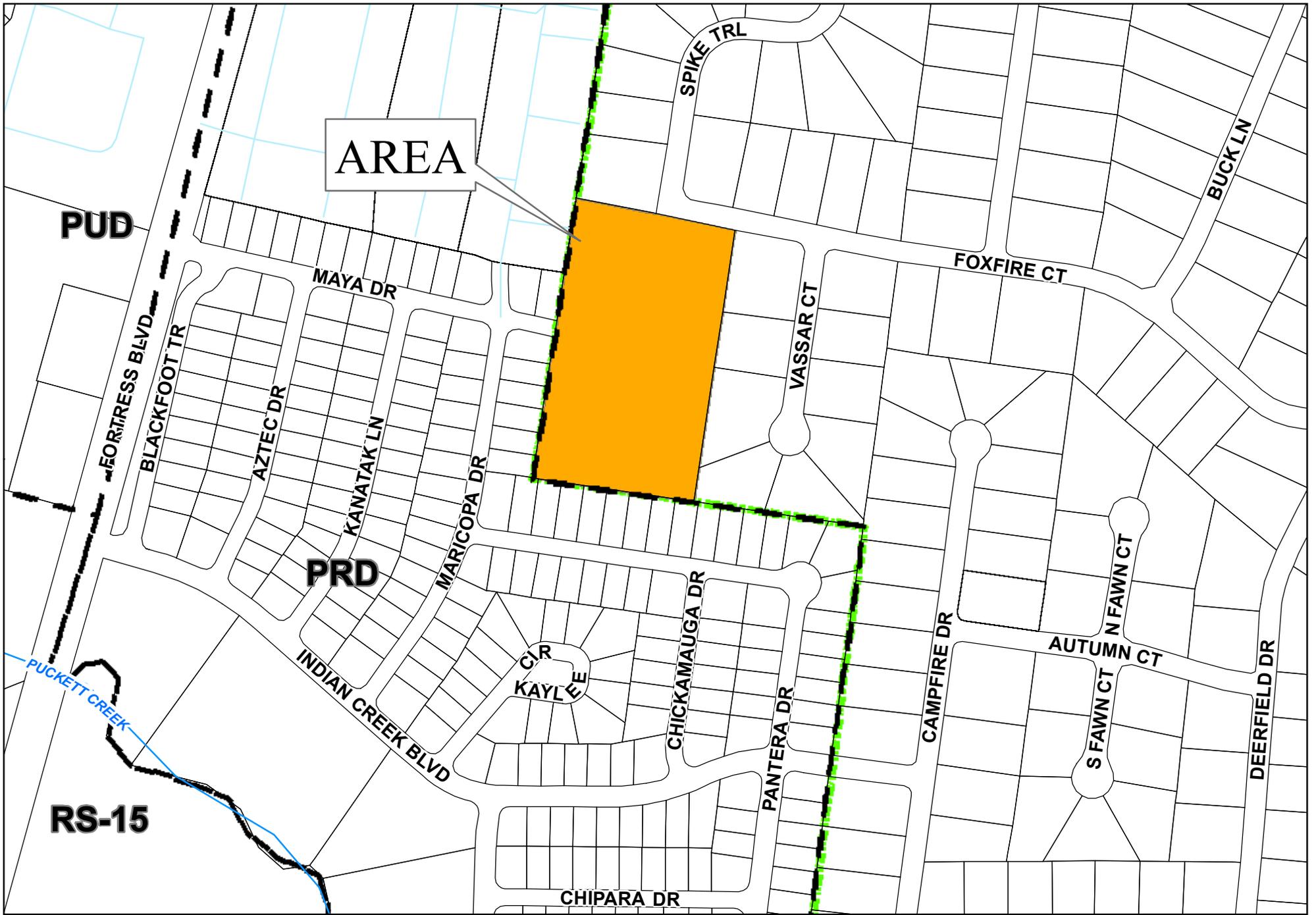
The subject property is located east of Maya Drive, which is a part of the Preserve at Indian Creek single-family subdivision and south of the Foxfire Court/ Spike Trail intersection. The subject property consists of one parcel which is developed with a single-family house. The properties to the south and west are zoned PRD (Planned Residential District) and are the Indian Creek development. The properties to the north and east are developed single-family subdivisions in the unincorporated area of Rutherford County.

The Planning Commission and City Council considered a request to annex this property several months ago. The City Council held action to annex the property until a proper driveway could be installed for City service providers.

The applicant has a contract to purchase this property and wishes to make it a part of the Indian Creek subdivision. This property is directly adjacent to the single-family portion in Indian Hills, however the PRD application is to develop the site similar to the multi-family portion of Indian Creek. The proposed Villas at Indian Creek Section 4 PRD allow 70 dwelling units on 6 acres for a density of 11.7 dwelling units/acre. None of the units will have attached garages; parking will be provided in the parking lot. The PRD is also committing to provide an excess of 18 parking spaces.

The planned development zoning also allows for exceptions from the Zoning Ordinance or Subdivision Regulations. The applicants need to clearly specify in the PRD program book any exceptions which would be required in the similar RM-12 district.

The Villas at Indian Creek Section 4 program book has been included with the agenda materials. The applicants will be available to make a presentation regarding the proposed zoning change. The Planning Commission will need to conduct a public hearing regarding the zoning change request, after which it will need to formulate a recommendation for City Council.



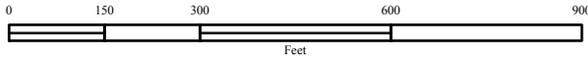
AREA

PUD

PRD

RS-15

**Zoning Request for Property Along Foxfire Ct.
To PRD Simultaneous with Annexation**



GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



THE VILLAS AT INDIAN CREEK

SECTION 4



A REQUEST TO ZONE TO A PRD

Submitted: April 28, 2016

SEC Project # 03122

Resubmitted: May 17, 2016 For May 18, 2016 Planning Commission Workshop

Resubmitted: June 6, 2016 For June 8, 2016 Planning Commission Public Hearing

Resubmitted: July 12, 2016 For July 21, 2016 City Council Public Hearing



Developer
Ole South Properties, Inc.

Dan Bobo
Ole South Properties, Inc.
262 Robert Rose Drive, Suite 300
Murfreesboro, Tennessee 37129
(615) 896-0019 Office
www.olesouth.com



Planning . Engineering
Landscape Architecture
SEC, Inc.

Attn: Matt Taylor, P.L.A.
850 Middle Tennessee Blvd.
Murfreesboro, TN. 37129
P: 615-890-7901
www.sec-civil.com
mtaylor@sec-civil.com



**The Villas at Indian Creek
Section 4**

CONCEPT PLAN

LAND USE DATA:
 TOTAL LAND AREA: ±5.96 ACRES
 TOTAL NUMBER OF UNITS: 70 UNITS
 YIELD: 70 UNITS/8.0 ACRES= 11.67 UNITS/ACRE
 TOTAL OPEN SPACE/STORMWATER: ±0.41 ACRES
 MINIMUM UNIT PAD: 00000
 MINIMUM PAD WIDTH AT FRONT SETBACK: 17 FEET

TOWNHOME UNIT MIX

BUILDING TYPE	# OF BUILDINGS	UNITS PER TYPE	END UNITS	INTERNAL UNITS
4 UNIT	2	8	4	4
5 UNIT	10	50	20	30
6 UNIT	2	12	4	8
TOTAL	14 BUILDINGS	70 UNITS	28 END	42 INTERNAL

2 BEDROOM INTERNAL UNITS = 42 UNITS
 3 BEDROOM CORNER UNITS = 28 UNITS

PARKING
 (28) 3.3 BEDROOM UNITS X 1.1 PER BEDROOM = 93 SPACES
 (42) 2 BEDROOM UNITS X 1.1 PER BEDROOM = 93 SPACES
 PARKING REQUIRED = 186 SPACES
 PARKING PROVIDED = 206 SPACES (20 SPACE SURPLUS)

- BUILDING
- DETENTION
- GAZEBO
- PAVEMENT
- MAIL KIOSK
- FRONT PORCH
- LAWN
- DUMPSTER
- BACK PORCH

SCALE: 1" = 40'

CONCEPTUAL SITE AND LANDSCAPE PLAN

Synopsis..... 4

EXISTING CONDITIONS

Rights-Of-Way, Utilities, and Topography 6
On-Site Photos and Existing Zoning 8
Surrounding Off-Site Photos and Existing Zoning 10

PROPOSED PRD

General Development Standards 12
General Development Standards (Elevations) 14
Ingress/ Egress 16
Conceptual Landscape Plan 18

ZONING CHAPTER 13

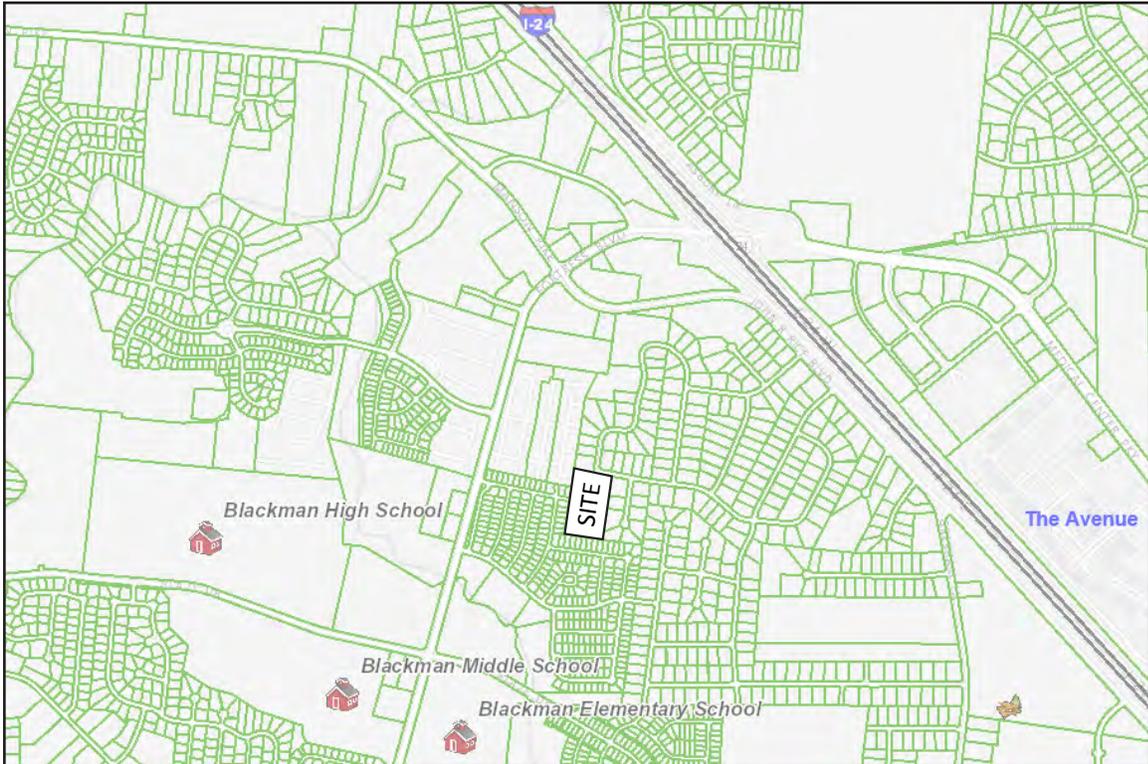
Subsection D Item 2a: 1-7 20
Subsection D Item 2a: 8-12 21





AERIAL IMAGE

NOT TO SCALE



GIS IMAGE

NOT TO SCALE

Ole South Properties, Inc. respectively requests to zone the Linda A. Smith property at 2631 Foxfire Court from RM (Medium Density Residential) to PRD (Planned Residential Development) to create The Villas at Indian Creek Section 4. The property is located along the south side of Foxfire Court, and at the end of Maya Drive off of Fortress Boulevard. The site is identified as parcel 1.00 of tax map 92, and is approximately 5.96 acres.

The surrounding area consists of The Villas at Indian Creek Section 3 & The Preserve at Indian Creek Section 2 (Zoned PRD in the city) to the west, The Preserve at Indian Creek Section 3 (Zoned PRD in the city) to the south. The property is bordered by Deerfield Stables Subdivision to the north, and by Deerfield Subdivision to the east. Both of those subdivisions are single family detached lots zoned RM in the county.

The request for rezoning to PRD is to create Section 4 of The Villas at Indian Creek. The development will consist of 70 townhomes on 5.96 acres, i.e. 11.74 dwelling units per acre. This new section is envisioned to be an extension of The Villas at Indian Creek townhome development adjacent to this new section. The architecture and floor plans of these townhomes in this new section will be the same as the previous styles in the existing sections. The units will be sold under a horizontal property regime. The proposed townhomes will range in size from 1,200 SF. up to 1,450 SF., and will consist of a mixture of two and three bedroom units. The townhome buildings will be a mixture of 4, 5 and 6 units per building. Parking for residents and guests will be provided in surface parking adjacent to the townhome buildings. This site and common areas; which include building exteriors, parking areas, a gazebo, stormwater facilities, and all other property around the site, will be added to the existing villas at Indian Creek H.O.A.



ISOMETRIC AERIAL IMAGE



UTILITIES - WATER AND SEWER



TOPOGRAPHY AND HYDROLOGY





CITY OF MURFREESBORO

The property has/will have access to the existing public rights-of-way onto Maya Drive to the west. Maya Drive will provide direct access back to Fortress Boulevard.



RUTHERFORD COUNTY

The property has/will have access to the existing public rights-of-way onto Foxfire Court to the north.



MURFREESBORO WATER AND SEWER DEPARTMENT

Sanitary sewer service will connect to a 8” gravity sewer line located in the R.O.W. of Maya Drive. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department.



CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY

There are two points of connection for this site for providing water service. There is an existing 8" water line in the R.O.W. of Maya Drive for service into the site. There is also a water line associated with the R.O.W. of Foxfire Court, that we anticipate CDU tying into to create a loop in this area of the city. The developer will be responsible for extending the waterline into the site for domestic and fire water service. Water service will be provided by Consolidated Utility District.



MURFREESBORO ELECTRIC DEPARTMENT

Murfreesboro Electric Department will be providing electrical service. All electric service will be underground. Underground electricity is currently located along Maya Drive.

TOPOGRAPHY AND HYDROLOGY

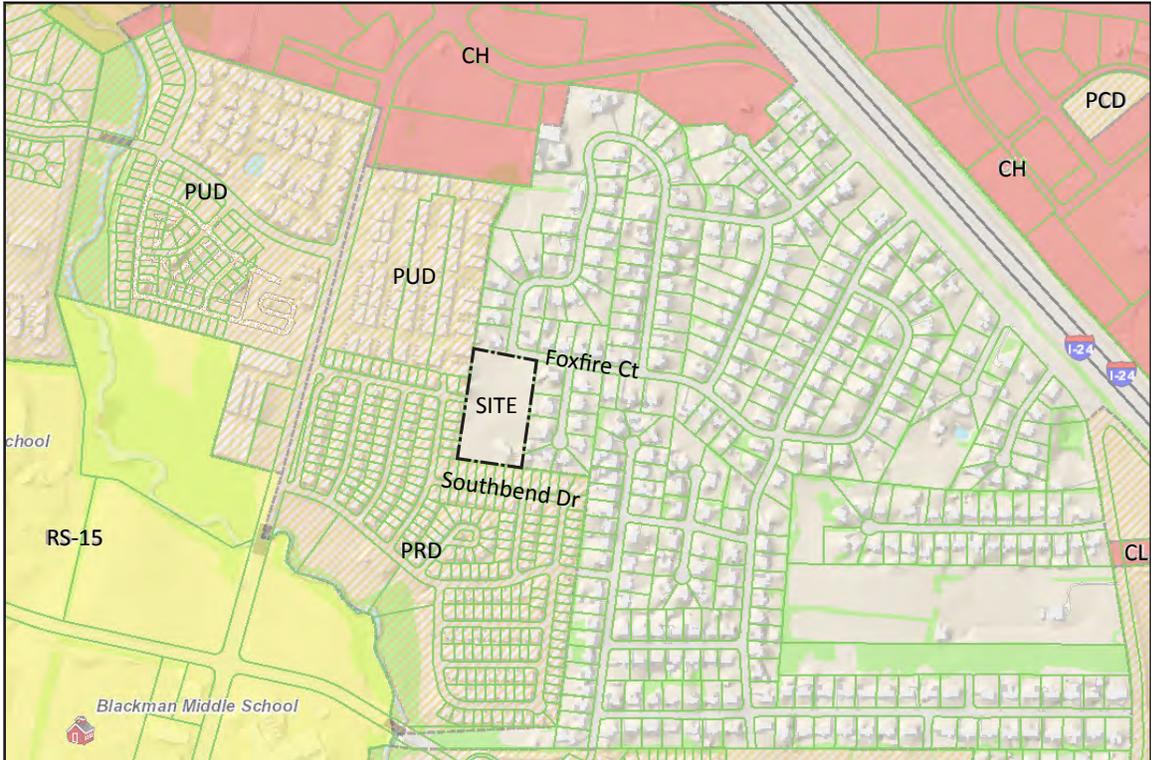
The existing topography of the site shows the site’s topography is generally from a high points along the north and east property lines down to a low spot in the southwest corner of the site. Stormwater follows the topography where almost all surface drainage flows to this low point in the property. Stormwater is collected in an underground storm pipe to the south in The Preserve of Indian Creek Section 3 which flows towards the south, and eventually discharges into Puckett Creek.



ON-SITE PHOTOS



NOT TO SCALE



EXISTING ZONING



NOT TO SCALE

***IMAGES TAKEN USING GOOGLE EARTH'S STREET VIEW FEATURE.**



IMAGE 1

VIEW SOUTHWEST ONTO THE CORNER OF THE SITE.



IMAGE 2

VIEW SOUTH ONTO THE CENTRAL PORTION OF THE SITE.



IMAGE 2 (ZOOMED IN)

VIEW SOUTH ONTO THE SITE.



IMAGE 3

VIEW SOUTHEAST ONTO THE CORNER OF THE SITE.



IMAGE 4

VIEW SOUTH ONTO GRAVEL DRIVEWAY ADJACENT TO THE SITE.



IMAGE 5

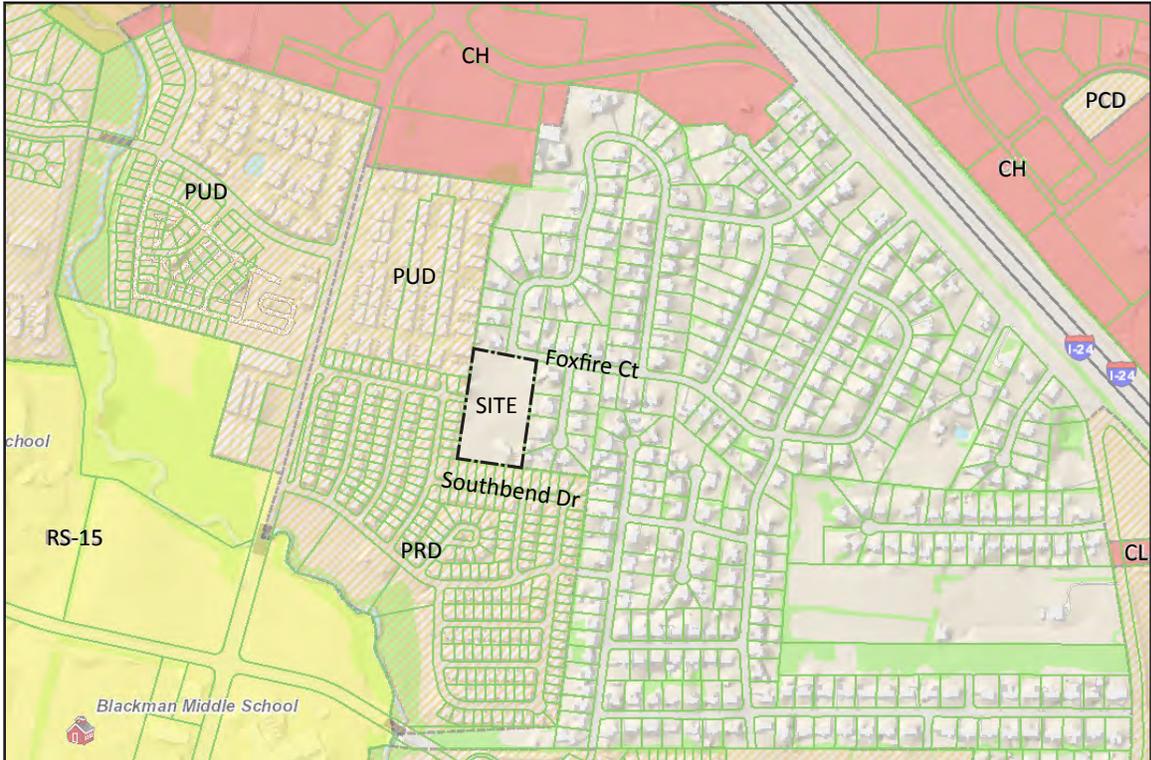
VIEW SOUTHWEST ONTO THE SIDE OF THE SITE.



OFF-SITE PHOTOS



NOT TO SCALE



EXISTING ZONING



NOT TO SCALE

***IMAGES TAKEN USING GOOGLE EARTH'S STREET VIEW FEATURE.**



IMAGE 6

VIEW WEST ONTO RESIDENTIAL PROPERTY
(DEERFIELD STABLES SUBDIVISION).



IMAGE 7

VIEW NORTHEAST ONTO RESIDENTIAL
PROPERTIES ALONG FOXFIRE CT (DEERFIELD
STABLES SUBDIVISION).



IMAGE 8

VIEW SOUTHEAST ONTO RESIDENTIAL PROPERTY
(DEERFIELD STABLES SUBDIVISION, SECTION II).



IMAGE 9

VIEW SOUTHWEST ONTO RESIDENTIAL
PROPERTIES (DEERFIELD STABLES SUBDIVISION,
SECTION II).



IMAGE 10

VIEW SOUTHEAST ONTO RESIDENTIAL PROPERTIES (PRD)
AT ENTRANCE TO THE PRESERVE AT INDIAN CREEK.

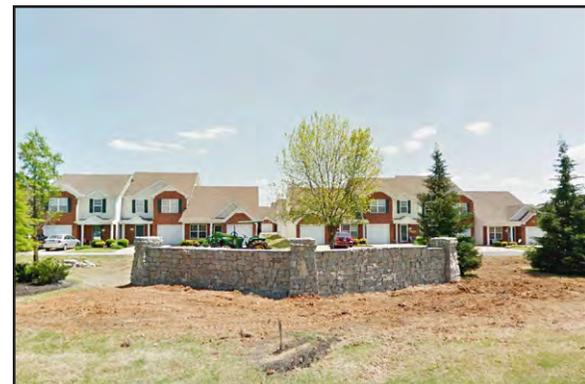


IMAGE 11

VIEW EAST ONTO RESIDENTIAL PROPERTY (PUD)
AT THE VILLAS AT INDIAN CREEK.

Synopsis

The Villas at Indian Creek Section 4 consists of 70 townhome units on 5.96 acres for a density of 11.94 dwelling units per acre. This request is to rezone the 5.96 acres from RM (County) to a Planned Residential Development (PRD). The units will be sold under a horizontal property regime. There will be an H.O.A. to maintain common areas, which will include building exteriors, parking areas, a gazebo, stormwater facilities, and all other property around the site.

Proposed Site Characteristics:

- 70 townhome units with 2 or more bedrooms.
- The units will range in size from 1,200 SF. to 1,450 SF.
- The development will be constructed in 1 phase.
- All units to be sold under a horizontal property regime
- The exteriors of the buildings and common spaces will be maintained by an H.O.A.
- All parking areas and sidewalks will be private and maintained by the H.O.A.
- Sidewalks will be provided throughout the development to create a pedestrian friendly community
- Building elevations will consist of brick and vinyl siding. A representation of elevation material mixtures are outlined on page 15: Architectural Characteristics.
- A Type 'C' Landscape Buffer will be constructed along the length of boundaries of the site adjacent to Deerfield and Deerfield Stables subdivisions, Preserve at Indian Creek Section 2 & 3, but not along boundaries of the existing villas at Indian Creek section 3.
- All mechanical equipment (i.e. hvac and transformers) to be screened.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution.
- Any solid waste enclosures will be constructed of materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- Parking for the residential units will comply with the City of Murfreesboro requirements, which has a surplus of 20 parking spaces.
- All parking areas will have curbing.
- All on-site drive aisles and parking spaces will be designed to comply with the City of Murfreesboro design standards.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- A gazebo will be provided at a gathering space for residents.
- Mail service will be provided via a kiosk for all postal deliveries.
- All home owners will be required to be a member of the H.O.A.
- Construction is anticipated to begin within 90-120 days after zoning is completed.

Minimum Building Setbacks to Site Boundary:

Front: 30-feet

Side: 20-feet

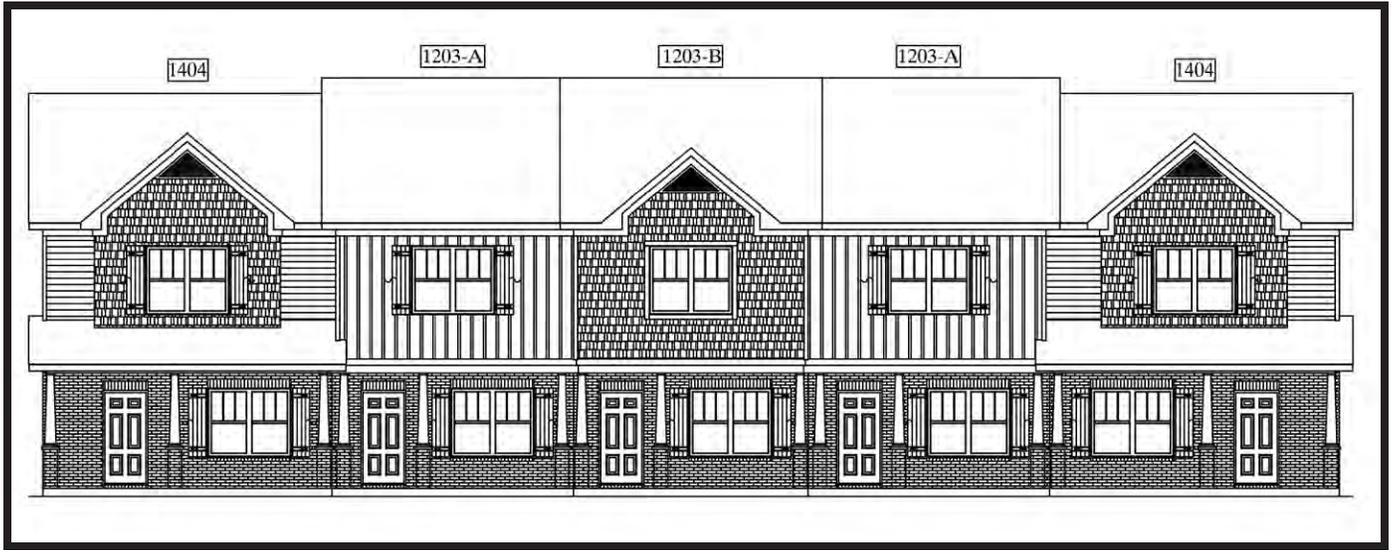
Rear: 25-feet

Minimum Building Setbacks Internal to the Site:

Front: 10-feet from parking and drive aisles

Side: 10-feet between buildings, and from parking and drive aisles

Rear: 20-feet between buildings



PROPOSED FRONT ELEVATION



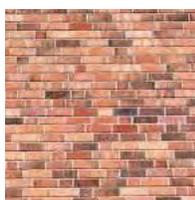
EXAMPLE OF A PROPOSED GAZEBO

Architecture Characteristics:

- Building heights shall not exceed 35 feet in height.
- There will be a mixture of 1-story and 2-story buildings.
- All dwelling units will have at least 2 bedrooms.
- All the units will have eaves.
- All units will have a covered front porch.
- All units will have a patio area at the rear of the unit.
- Individual units will be offset 2 feet to create articulation of the front facades to add interest to the elevations
- All townhomes will be sold under a horizontal property regime.

Building Elevation Materials:

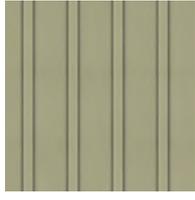
- Front: Brick on first story porch and base of column pedestals
- Front: Vinyl siding on the second story, board & batten and shake styles
- Sides: Standard horizontal vinyl siding
- Rear: Standard horizontal vinyl siding
- Trim and Soffits: Vinyl siding



Example of Brick
(different colors will be allowed)



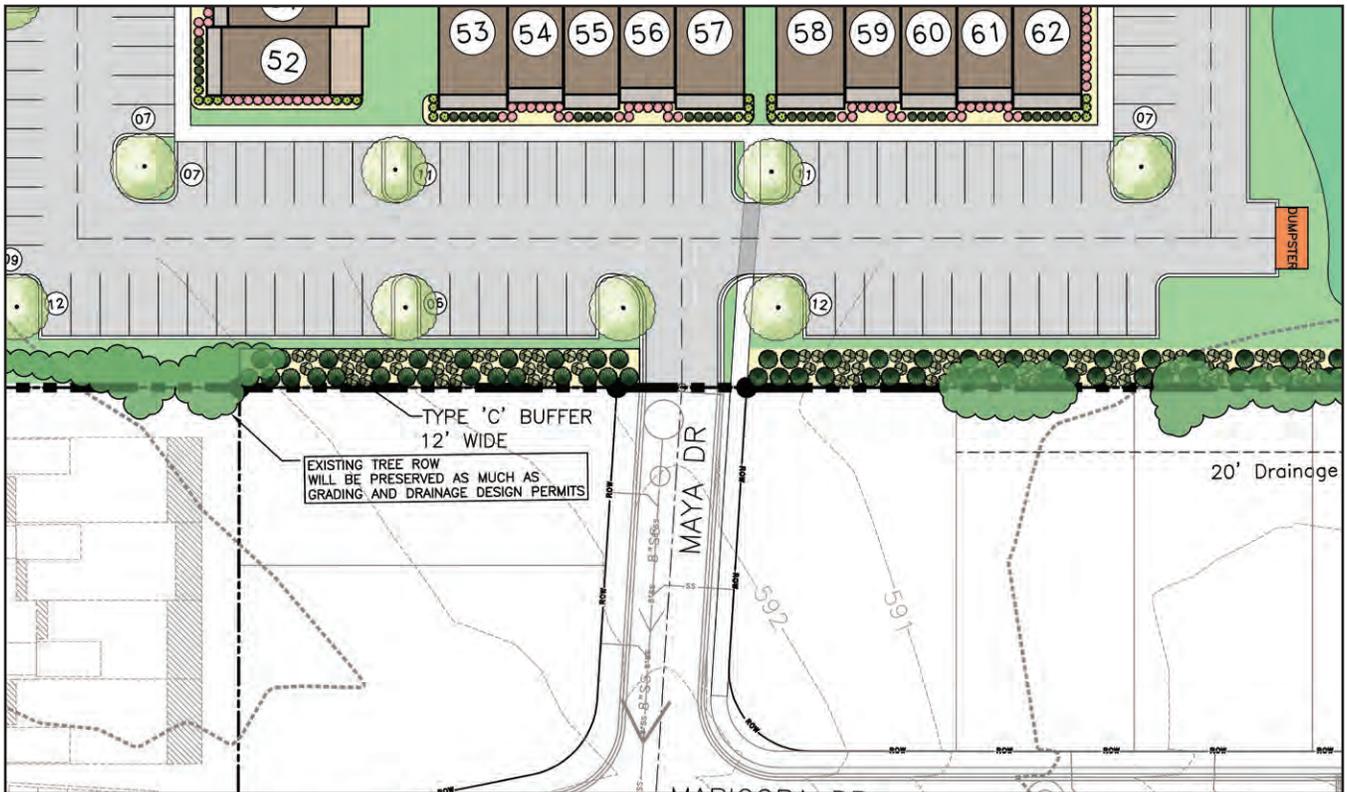
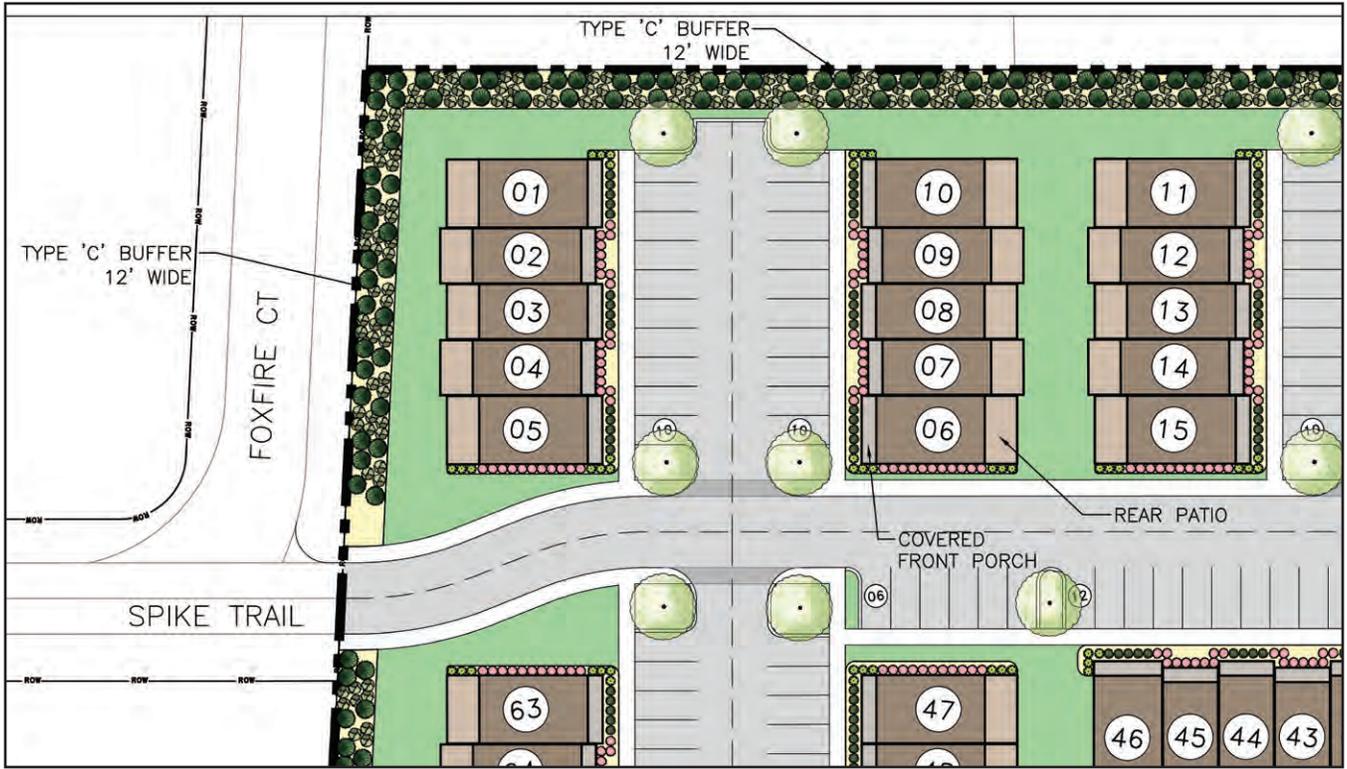
Example of Vinyl Siding -Traditional Lap Vinyl Siding
(different colors will be allowed)



Example of Vinyl Siding - Board and Batten Vinyl Siding
(different colors, patterns will be allowed)



Example of Vinyl Siding - Shakes Vinyl Siding
(different colors, patterns will be allowed)



INGRESS/ EGRESS PLANS

- BUILDING
 - PAVEMENT
 - DETENTION
 - DUMPSTER
 - LAWN
 - FRONT PORCH
 - BACK PORCH
- NOT TO SCALE

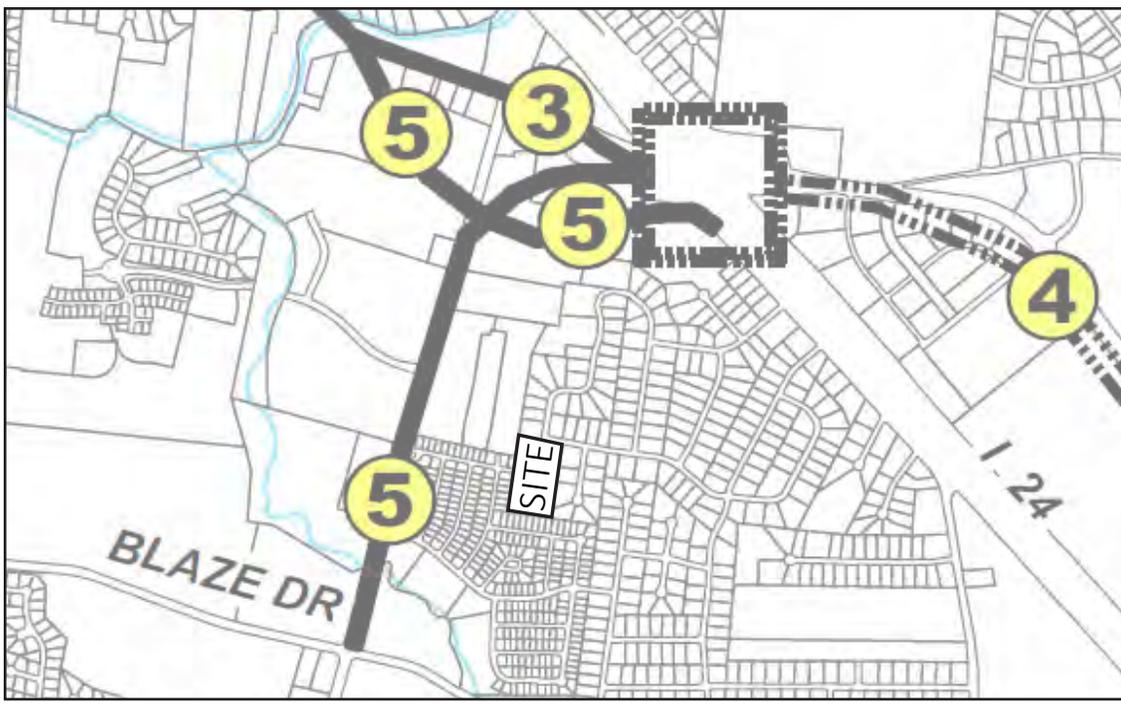
Pursuant to the Murfreesboro Major Thoroughfare Plan, none of the roadways that lead to the site are slated for improvements at this time. Fortress Boulevard, which is the major thoroughfare for the majority of vehicular trips generated by this development, is currently built out to the 5 lane cross-section recommended by the Major Thoroughfare Plan. As per this rezoning request, the plan proposes no additional improvements be made to any of the roadways around the perimeter of the site.

As stated above, the primary means of ingress/egress from this site will be via Maya Drive out to Fortress Boulevard. The majority developments vehicular traffic will pass through Sections 1 & 2 of The Preserve at Indian Creek in order to get to Fortress Boulevard. The secondary means of ingress/egress from the development will be driveway connection to Foxfire Drive on the north side of the development.

All on-site drive aisles and parking spaces will be designed to comply with the City of Murfreesboro’s zoning ordinance, dimensionally and quantities.

All vehicular areas will be surfaced with asphalt pavement or concrete pavement and will be determined at construction plan phase.

As part of this project, a sidewalk extension is proposed from the western boundary of the site back to intersection of Maya Drive and Maricopa Drive. The sidewalk extension will be along the south side of the Maya Drive inside the R.O.W., will tie into the existing driveway on Lot 50 in Section 2 for The Preserve at Indian Creek. The existing sidewalk on Maya Drive picks up on the west side of the driveway and turns the corner heading south on Maricopa Drive. This will allow residents to walk to the open space playground along Puckett Creek at the south end of The Preserve at Indian Creek.



THOROUGHFARE PLAN



LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zeltkova serrata* 'Green Vase' / Sawleaf Zeltkova
- (C) *Buxus x 'Green Mountain'* / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea

- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii x plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



(H)



(I)



(J)

LANDSCAPE BUFFER: EVERGREEN TREES



(K)



(L)



(M)

LANDSCAPE BUFFER: EVERGREEN TREES AND SHRUBS



(N)



(O)

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- The north and east perimeter of the property will have a 12 foot wide Type 'C' Landscape Buffer planted consisting of a double staggered row of evergreen trees planted 8 feet on center to provide screening for the adjacent properties and their residents. Evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, single row of evergreen shrubs will fill in the gaps between the evergreen trees during the first few years of the buffer till the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 4 feet tall at the time of planting.
- The west and south perimeter of the property will have a 10 foot wide Type 'B' landscape buffer consisting of a single staggered row of evergreen trees.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit is given on Page 6 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits are shown on Pages 4-6 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to floodplains or floodways, and the site ultimately drains to Puckett Creek.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on Page 8 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 8 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	259478
TOTAL MAXIMUM FLOOR AREA	89838
TOTAL LOT AREA	259478
TOTAL BUILDING COVERAGE	59892
TOTAL DRIVE/ PARKING AREA	74796
TOTAL RIGHT-OF-WAY	0
TOTAL LIVABLE SPACE	124790
TOTAL OPEN SPACE	199586
FLOOR AREA RATIO (F.A.R.)	0.35
LIVABILITY SPACE RATIO (L.S.R.)	1.39
OPEN SPACE RATIO (O.S.R.)	2.22

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RM. The surrounding areas has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: Infrastructure all at one time; however, applicant will phase which units are brought online.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 12.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: No exceptions are requested with this PRD.

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Airport Overlay District (AOD), Battlefield Protection District (BPD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel. Property is within Gateway Design Overlay District (GDO-1).

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Page 16-17 discusses the Major Thoroughfare Plan. manson pike is planned to be upgraded to a 5-lane roadway.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Ole South Properties, Inc. content info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Pages 14-15 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built. A detailed photometric plan will be provided at site plan phase.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: No entrance sign is proposed at this time.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 8, 2016

7:00 p.m.

City Hall

Members Present

Bob Lamb, Chairman
Doug Young, Vice Chairman
Kirt Wade
Eddie Smotherman
Ken Halliburton
Kathy Jones

Staff Present

Gary Whitaker, Planning Director
Margaret Ann Green, Principal Planner
Matthew Blomeley, Principal Planner
Robert Lewis, Planner
Joe Ornelas, Planner
Carolyn Jaco, Recording Assistant
David Ives, Assistant City Attorney
Ram Balachandran, Traffic Director
Sam Huddleston, Environmental Eng.

Chairman Bob Lamb called the meeting to order after determining there was a quorum.

Public Hearings

Zoning application [2016-419] for approximately 6 acres located along Spike Trail and Maya Drive to be zoned PRD simultaneous with annexation, Ole South Properties Inc, applicant.

Ms. Margaret Ann Green began by describing the subject property located east of Maya Drive, which is a part of the Preserve at Indian Creek single-family subdivision and south of the Foxfire Court/ Spike Trail intersection. The subject property consists of one parcel which is developed with a single-family house. The properties to the south and west are zoned PRD (Planned Residential District) and are the Indian Creek development. The properties to the north and east are developed single-family subdivisions in the unincorporated area of Rutherford County.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 8, 2016

The Planning Commission and City Council considered a request to annex this property several months ago. The City Council held action to annex the property until a proper driveway could be installed for City service providers.

The applicant has a contract to purchase this property and wishes to make it a part of the Indian Creek subdivision. This property is directly adjacent to the single-family portion in The Preserve at Indian Creek, however the PRD application is to develop the site similar to the multi-family portion of Indian Creek. The proposed Villas at Indian Creek Section 4 PRD allow 70 dwelling units on 6 acres for a density of 11.7 dwelling units/acre. None of the units will have attached garages; parking will be provided in the parking lot. The PRD is also committing to provide an excess of 18 parking spaces.

Continuing, Ms. Green made known Ole South properties would like to add this parcel of property to Indian Creek's Home Owners Association and to the existing amenities. Also, the applicant will need to make revisions to their program book so it shows the property including a 15 foot setback. The planned development zoning also allows for exceptions from the Zoning Ordinance or Subdivision Regulations. The applicants need to clearly specify in the PRD program book any exceptions which would be required in the similar RM-12 district. The Villas at Indian Creek Section 4 program book had been included with the agenda materials.

Mr. Matt Taylor and Mr. Dan Bobo were in attendance to represent the applicant. Mr. Taylor came forward making known the intent for this PRD rezoning request was to become part of the existing development Indian Creek. The proposed

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 8, 2016

townhomes would mimic the existing Indian Creek townhomes. Mr. Taylor began a power point presentation to explain the proposal from the applicant's program book as being the following:

- **Underground utilities**
- **Horizontal Property Regime**
- **2 story units**
- **Minimum 1200-1400 square foot homes**
- **Private streets and private sidewalks maintained by HOA**
- **A sidewalk would be constructed from this development to Maya Drive**
- **Landscaping buffer will be added around the entire perimeter of the property**
- **A trash enclosure and mail kiosk will be included with this development**
- **Building materials include a mixture of brick, siding, board, batten and shakes**
- **This development includes existing amenities and gazebo**
- **Two access points include Maya Drive and Spike Trail / Foxfire Court for everyday traffic**

Chairman Bob Lamb opened the public hearing.

1. **Mr. Adam Rose 2628 Foxfire Court** - made known he had 106 signatures from Deerfield subdivision whom oppose this development having interconnectivity into their county subdivision. He has concerns with the increase in traffic that would be stopping directly in front of his home.

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2. **Mr. Richard Murr 116 Vassar Court** – stated he is not against development however he does oppose 70 townhomes being development by a single family subdivision. He requested for the applicant construct single family detach homes.
3. **Ms. Geri Dority 2622 Foxfire Court** - opposes this being a townhome development. She requested for this property be developed as single family homes.
4. **Ms. Teresa Farmer 846 Spike Trail** - opposes a townhome development beside a county subdivision. She has concerns with safety due to increase of traffic onto substandard county streets. Also, she commented on no emergency city vehicles would be permitted access into a county subdivision traveling thru a city subdivision. She prefers single family homes to be developed.
5. **Ms. Amy Barbieri 815 Spike Trail** - opposes a townhome development beside a county subdivision. She requested the property mimic the surrounding area or eliminate any connectivity into their county subdivision.
6. **Ms. Jessica Ambuehl 3728 Southbend Drive** – prefers single family homes be constructed on this property. If townhomes are approved she requested for the trash enclosure be located away from her property.
7. **Mr. Eric McCullough 605 Spike Trail** - does not oppose progress, however, he has concerns with the increase of traffic. He requested this development not allow interconnectivity into their county subdivision.

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8. **Mr. George Russell 2604 Foxfire Court** - wanted to know if the lawsuit that had been made against the City of Murfreesboro would protect the Deerfield area. What are the guidelines from that lawsuit?
9. **Mr. George Erdel 713 Spike Trail** - opposes this rezoning request. He does not want any connectivity be permitted into their subdivision.
10. **Mr. George Houk 567 Spike Trail** - wanted to know why there was no neighborhood meeting. He has concerns with safety due to an increase in traffic. He requested there be no connectivity into their subdivision.
11. **Ms. Zarahia McCullough 605 Spike Trail** - loves her community. She has concerns with the increase of traffic and does not want any connectivity into their county subdivision.
12. **Ms. Michelle Santos 822 Spike Trail** - requested no connectivity be allowed into their county subdivision. She has safety concerns regarding the substandard county roads.
13. **Ms. Richard Murr 116 Vassar Court** - opposes this type of development, she requested for the property be developed as single family homes.
14. **Ms. Melissa Cook 834 Spike Trail** - opposes this request. She has concerns how this could lead into an increase in crime.

Chairman Bob Lamb closed the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 8, 2016

Mr. David Ives, began to address the comment that had been made regarding an annexation lawsuit, within this area, that had been made against the City of

Murfreesboro. A lawsuit had been filed against the annexation which had blocked the annexation until the court ruled if it should go further. Before a ruling had been made from the court, our state law changed. Under current state law, being a practical matter, no property can be annexed unless the owner of the property wants to be annexed. The lawsuit against the City had been dismissed. Since the change in state law, for the past two years', annexation into the City of Murfreesboro has decreased significantly. Chairman Lamb wanted to know if emergency vehicles were permitted to travel from an unincorporated area to reach an incorporated area. Mr. Ives explained, there is no prohibition for emergency vehicles using public streets. In a practical matter, service vehicles and emergency traffic, try to avoid going thru non city streets. However, if there is an emergency situation, an emergency vehicle will take the shortest route.

Mr. Ken Halliburton wanted to know if other entrances and exits for this development could be discussed. Mr. Taylor described the applicant would consider eliminating Spike Trail and Foxfire Court or would consider a gate for emergency traffic only. The applicant feels the best route that would be used for this development would be Maya Drive. Continuing, Mr. Taylor made known over eight years ago Indian Creek had made a road connection in the county subdivision with Deerfield Drive. The connection with Deerfield Drive had the same possibilities as this proposed connection being considered with this rezoning request.

**MINUTES OF THE
MURFREESBORO PLANNING
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Mr. Sam Huddleston made known city staff reviewed this proposal and saw two public streets. There were two stub streets created with this property for future purposes. The County subdivision created a stub street with Spike Trail and Foxfire Court to this six acre tract and a City subdivision had created a stub street with Maya Drive to this six acre tract. It was anticipated that someday this property would be developed and would need city services and utilities. It is good planning to see interconnectivity into subdivisions. The County residents will be able to drive thru a City subdivision and the City residents will be able to drive thru a County subdivision. Both City and County residents will have destinations to Fortress Boulevard and John R Rice Boulevard, which will benefit everyone.

Ms. Green addressed the concern regarding the trash enclosure would not be placed in a resident's backyard. The proposed structures would be pulled away from the county subdivision with a Type C buffer. Chairman Lamb commented, if this property was developed as residential, the homes could be two stories. Ms. Green answered yes, the homes could be constructed up to 35 feet with no buffer. The aesthetics for this subdivision includes sidewalks, curb, gutter, street lights, fire hydrants, drainage improvements etc.

Mr. Doug Young stated, Deerfield Subdivision had been developed over 20 years ago. Rutherford County had approved to stub out Spike Trail and Foxfire Court as a feeder street. Mr. Sam Huddleston replied, Spike Trail and Foxfire Court were intentionally built as public streets. Continuing, Mr. Doug Young made known this decision had been made over 20 years ago by Rutherford County. Mr. Huddleston commented that was a correct observation.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 8, 2016

Mr. Eddie Smotherman stated this proposal is about planning a City to provide homes to people who come to live in our City. More people will continue to come to Murfreesboro and we have to continue to build. He understands the changes but this property will be developed. There will be changes made that will help improve drainage in the area. The City and County are a team and we have to accommodate the people that come to live in this area. The property owner and the developer are doing what is allowable within the City guidelines. A crash gate at Spike Trail and Foxfire Court would allow emergency vehicles but it would prevent interconnectivity. Mr. Smotherman made known he feels that interconnectivity is important for easy access to area parks, schools etc., and for the protection of the residents during any emergency situation.

Ms. Jones wanted to know the details for the dumpster enclosure. Mr. Taylor answered it would have a brick enclosure, with solid gates, being screened with evergreens. They are proposing to place the dumpster enclosure along the southwestern corner of the property. Chairman Lamb wanted to know if one entrance and exit into this development would be adequate for seventy units. Mr. Taylor answered yes, according to TDOT's guidance, but two entrances and exits would be better. Mr. Ram Balachandran came forward stating that one entrance and one exit for this proposal would be cutting it too close. This is an operational issue 365 days each year. The one entrance and one exit in the past has created hectic conditions with the city receiving telephone calls due to the difficulty entering or leaving a site that is similar to what is being proposed. Mr. Gary Whitaker agreed that connectivity will always be the best approach for the future. Mr. Ken Halliburton commented that he understands the impact of the traffic.

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However, past history has taught us that we need interconnectivity as part of this development.

Mr. Doug Young made a motion to approve, seconded by Mr. Ken Halliburton. There was one no vote made by Mr. Eddie Smotherman. The motion carried.

Staff Reports and Other Business

Ms. Margaret Ann Green made known June 20th, 2016, is the starting to begin remodeling City Hall, Council Chambers. This project is expected to be completed around July 15, 2016. Due to the renovations of the Council Chambers the July 2016 Planning Commission meetings have been scheduled at two different locations as being the following:

- June 22, 2016 Room 218 at 1:00 p.m.
- July 13, 2016, Public Hearings at Patterson Park Room C at 7:00 p.m.

Mr. David Ives distributed a letter to the Planning Commission information regarding Sale of Property, Murfreesboro Electric Department. A substantial offer had been made to MED by Quickway Transportation for property located at West Molloy Lane and South Malloy Lane. A Letter of Intent has been submitted to purchase MED property and the buyer being Quickway Transportation. In order to expedite the proposed transaction this matter is required by State Law to present to the Planning Commission for consideration, to further recommend to City Council.

RESOLUTION 15-R-PS-66 to adopt a Plan of Services for approximately 5.96 acres along Foxfire Court, Linda Smith, applicant. [2015-507]

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on November 4, 2015 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on January 7, 2016, pursuant to a Resolution passed and adopted by the City Council on November 19, 2015, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on December 21, 2015; and,

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

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

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

SECTION 3. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 15-R-A-66**, 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

Craig D. Tindall
City Attorney

SEAL



SITTING BULL XING

WOLVES DEN PL

MARICOPA DR

SPIKE TRL

Murfreesboro
City Limits

FOXFIRE CT

MAYA DR

VASSAR CT

Area to be
Annexed

KANATAK LN

SOUTHBEND DR

CAMPFIRE DR

PANTERA DR



Resolution 15-R-PS-66

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
2631 FOXFIRE COURT
INCLUDING PLAN OF SERVICES**



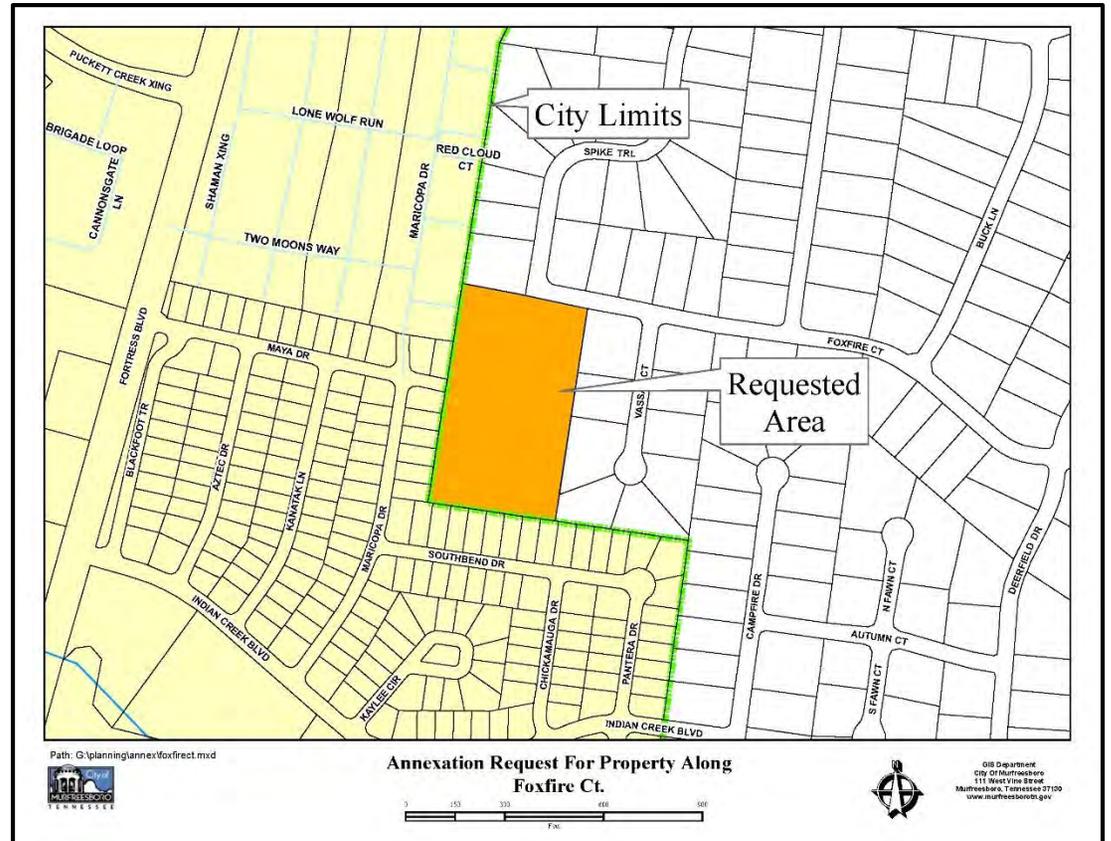
**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
November 4, 2015**



INTRODUCTION

OVERVIEW

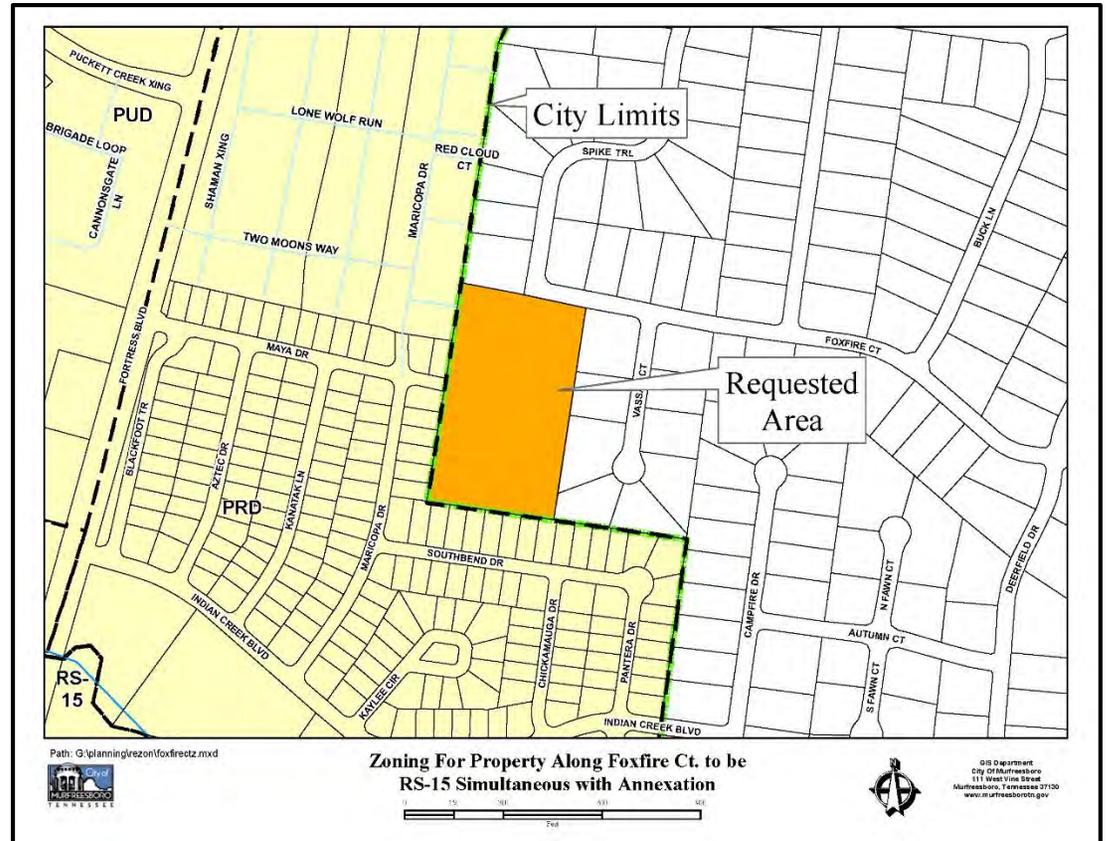
The area studied in this Plan of Services is a 5.96-acre parcel situated along the south side of Foxfire Court. The study area adjoins the City on the west and south, while the areas to the north and east of the study area lie within the unincorporated County. The study area is bounded by Foxfire Court and the Deerfield Stables subdivision on the north, The Villas at Indian Creek subdivision on the northwest, The Preserve at Indian Creek subdivision on the south and southwest, and the Deerfield subdivision on the east. The study area includes tax map 92, parcel 1.00.



CITY ZONING

The applicant, Ms. Linda Smith, has not requested a zoning classification. Since the property is currently zoned RM (Medium Density Residential) in the County and currently has a single-family home, the property will have an interim zoning classification of RS-15 (Single-Family Residential) upon annexation. The property is within the City of Murfreesboro's Urban Growth Boundary.

The properties to the south and west of the study area are zoned PRD (Planned Residential Development). The properties to the north and east of the study area lie outside the City's boundaries and are zoned RM (Medium Density Residential) by the County.



PRESENT AND SURROUNDING LAND USE

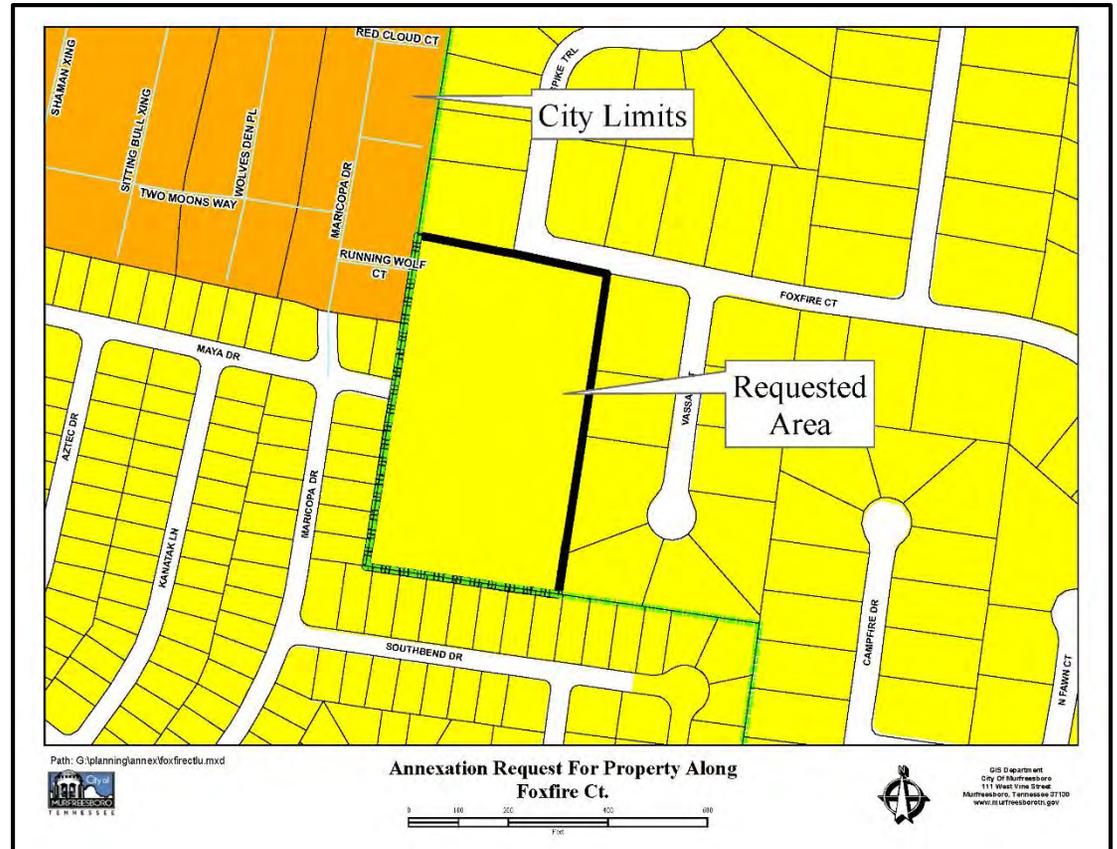
The area being considered for annexation is a 5.96-acre lot. A single-family home is currently located on the southeastern corner of the property.

City subdivisions are located to the south and southwest (The Preserve at Indian Creek) as well as the northwest (The Villas at Indian Creek). County subdivisions are located to the north (Deerfield Stables) and east (Deerfield).

The site is currently accessed from Foxfire Court, which lies entirely within the County. The site also adjoins Maya Drive—a City street—though there is presently no driveway connecting the existing house to Maya Drive. The applicant has expressed a desire to construct a driveway connecting the existing house to Maya Drive.

POPULATION

According to the 2010 Census from the Census Bureau, the average U.S. household includes 2.58 people. The study area currently includes 1 single-family home with a total estimated population of 3 people.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2014 will be due on December 31, 2015. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2703/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Linda Smith	5.96	\$78,700	\$19,400	\$24,525	\$311.54

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2015-2016 per capita state revenue estimates for the City of Murfreesboro based on the property being built-out at RS-15 density (one unit per 15,000 square feet).

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$25.91
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$109.46
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit)	\$3,671.29

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric Membership Corporation (MTEMC). A primary line currently crosses the property. Murfreesboro Electric Department (MED) has facilities and electrical infrastructure in place along Maya Drive to serve the property if it is developed in the future. Any electrical infrastructure installed to serve development in the study area will be required to adhere to MED standards. Any future development on the property will necessitate a redesign of overhead lines.

STREET LIGHTING

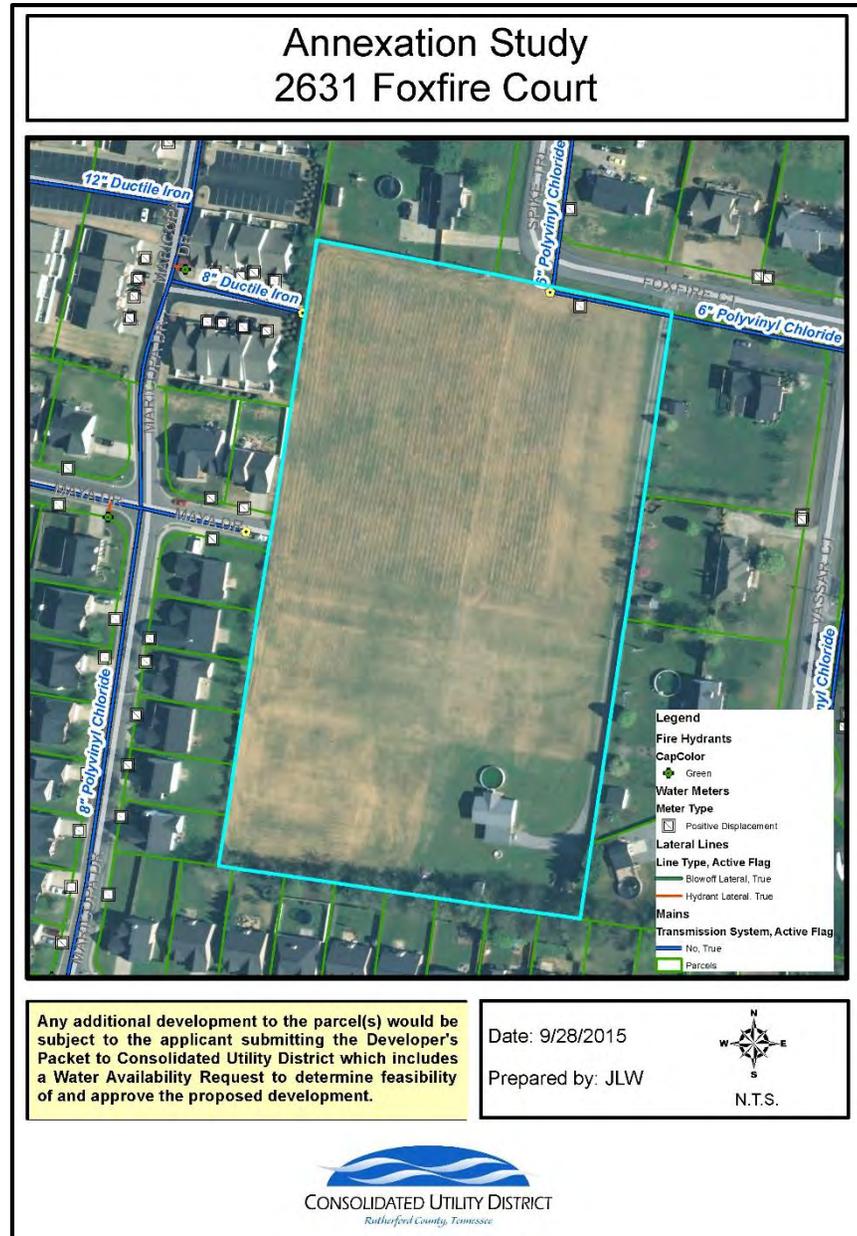
According to MED, street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

The study area currently has access to Foxfire Court, a County road. Additionally, the property has frontage along the eastern terminus of Maya Drive. The applicant has expressed a desire to connect a new driveway for the existing home to Maya Drive. However, no new streets are proposed with this annexation. Access points and on-site circulation for future development will be reviewed during the subdivision review process as new streets are platted. Any new roads associated with development of the subject property must adhere to the City's Standard Street Specifications.

WATER SERVICE

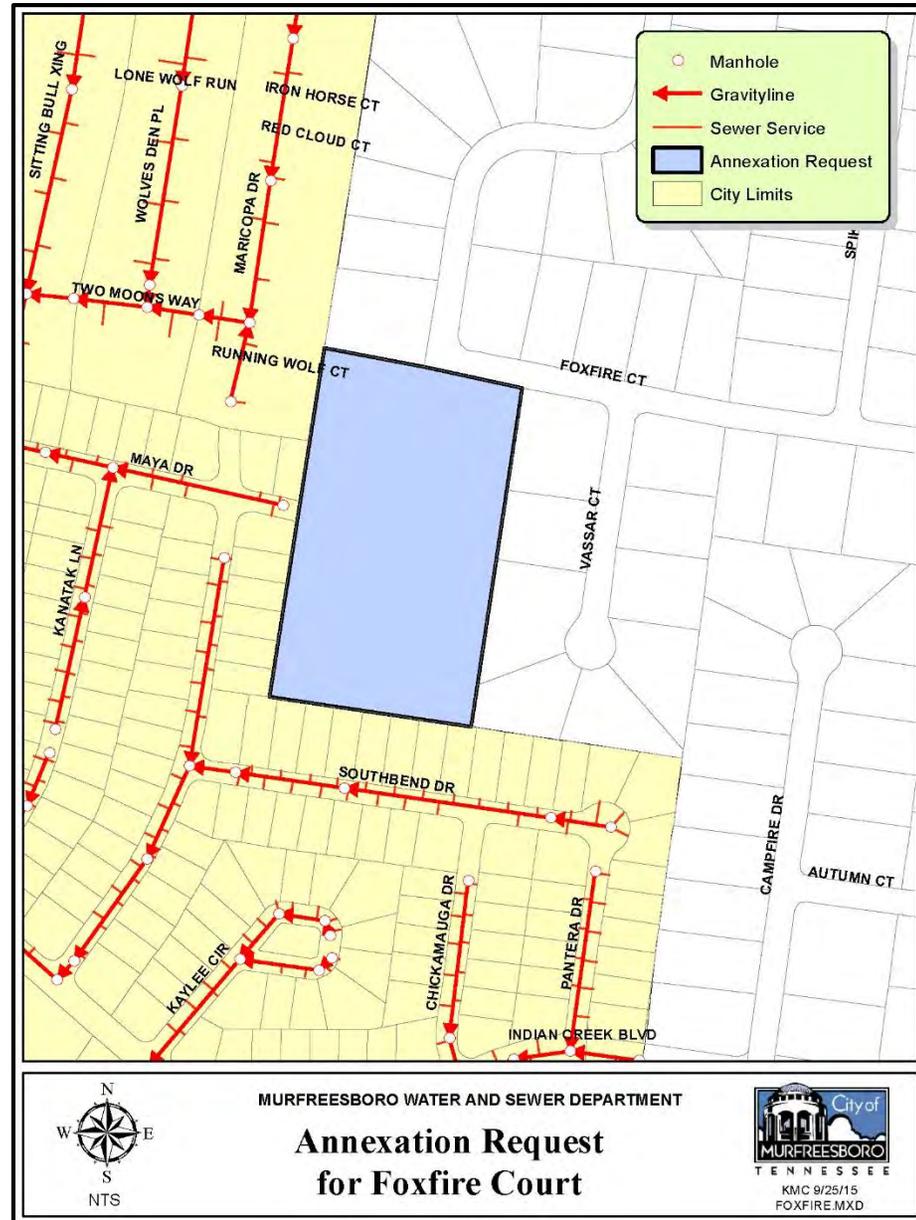
The study area is served by a 6-inch Consolidated Utility District (CUD) water line along Foxfire Court. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.



SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property is to be served by an existing 8-inch sanitary sewer main located within the right-of-way along Maya Drive. Any connections to the sewer main shall be made at the existing manhole on Maya Drive. The study area lies within the Overall Creek Sanitary Sewer Assessment District and will be charged \$1,000 per single-family unit in addition to current standard connection fees. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

The red lines on the adjacent map represent existing sewer lines.

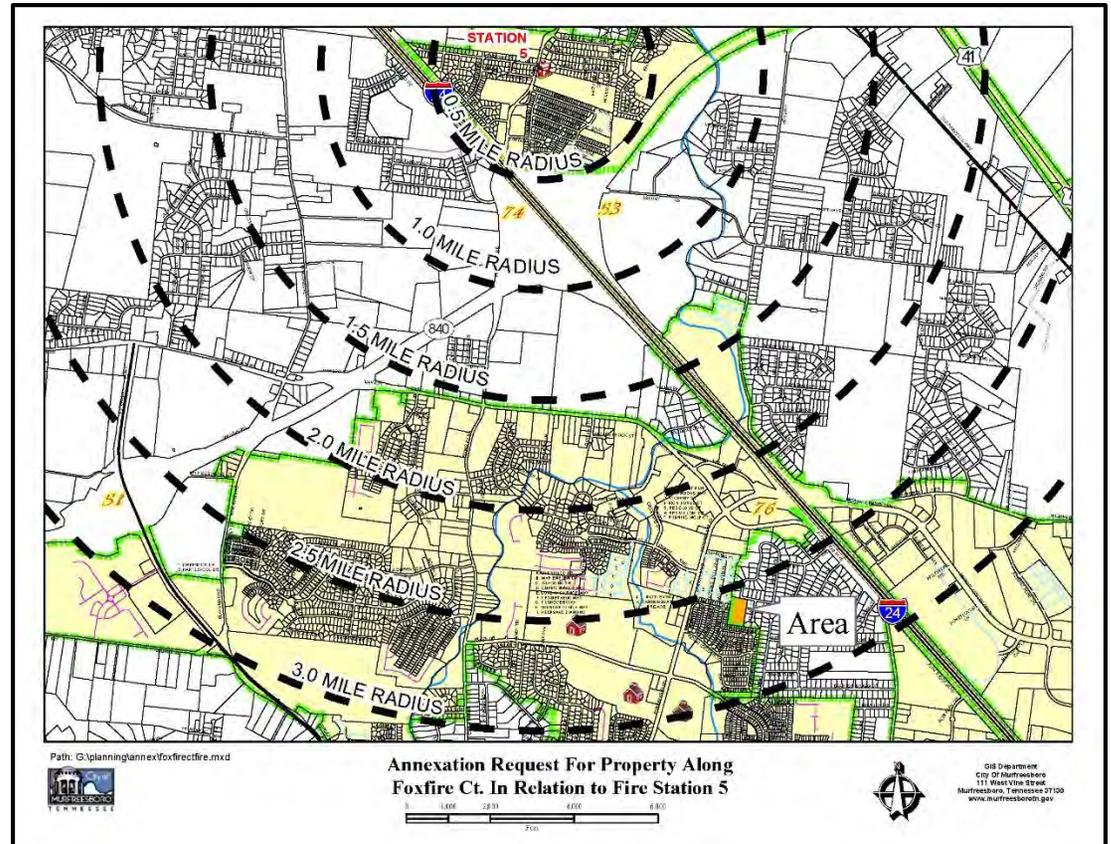


FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD).

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart. The MFRD recommends that the study area maintain its current connection to Foxfire Court and add a new connection to Maya Drive.

There is a 6-inch Consolidated Utility District water line along Foxfire Court that serves the subject property. The closest fire station to the subject property is Fire Station #9, located at 802 Cason Lane, 2.8 roadway miles from the study area. Additionally, Fire Station #5, located at 3006 Florence Road, is approximately 3.3 roadway miles from the study area. The MFRD can provide ISO Class Two (2) fire protection.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. In the property's current state, the Solid Waste Department will be responsible for providing one cart. This will cost the department \$75. The initial day of service will be Friday. No additional equipment or manpower will be needed to serve the study area. Because the Solid Waste Department does not currently serve any portion of Foxfire Court, a connection from the property to Maya Court—a City street—is highly desirable.

BUILDING AND CODES

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

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Overall Creek school zone.

GEOGRAPHIC INFORMATION SYSTEMS

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

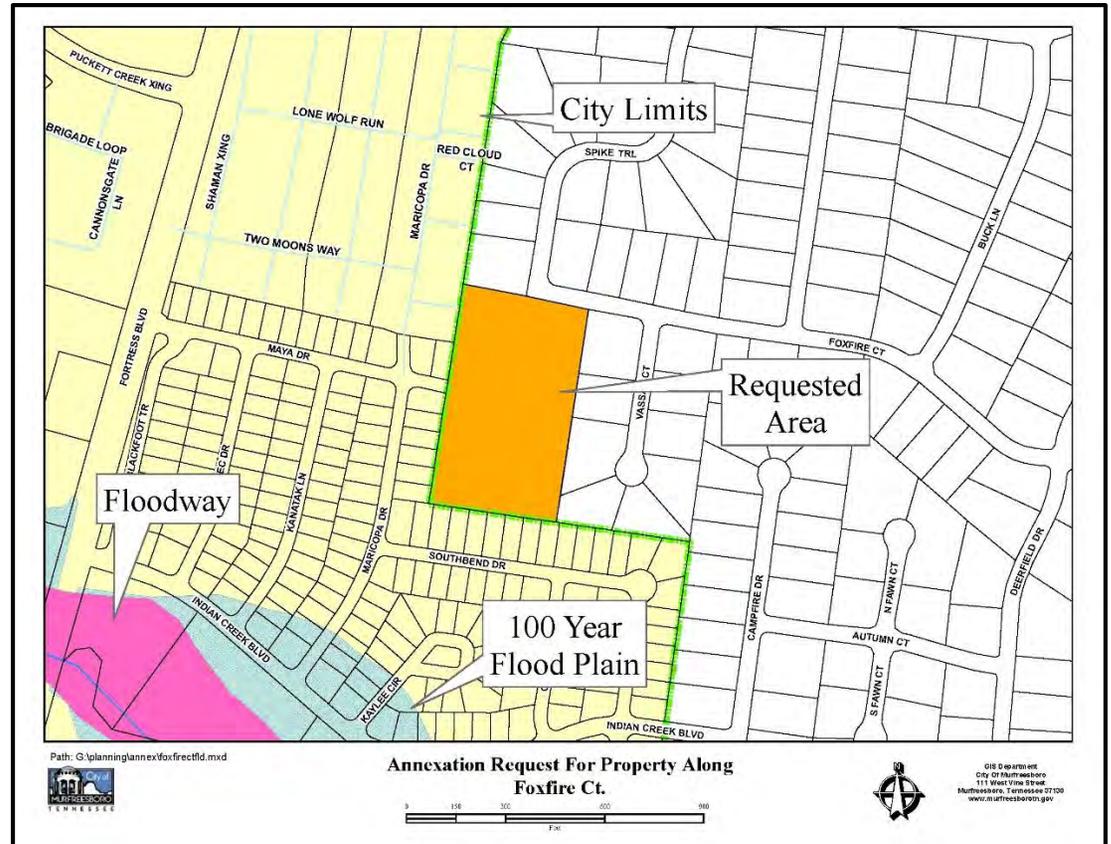
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

Puckett Creek is located approximately 1,000 feet to the south of the study area. The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in pink and the 100-year floodplain boundary in blue.



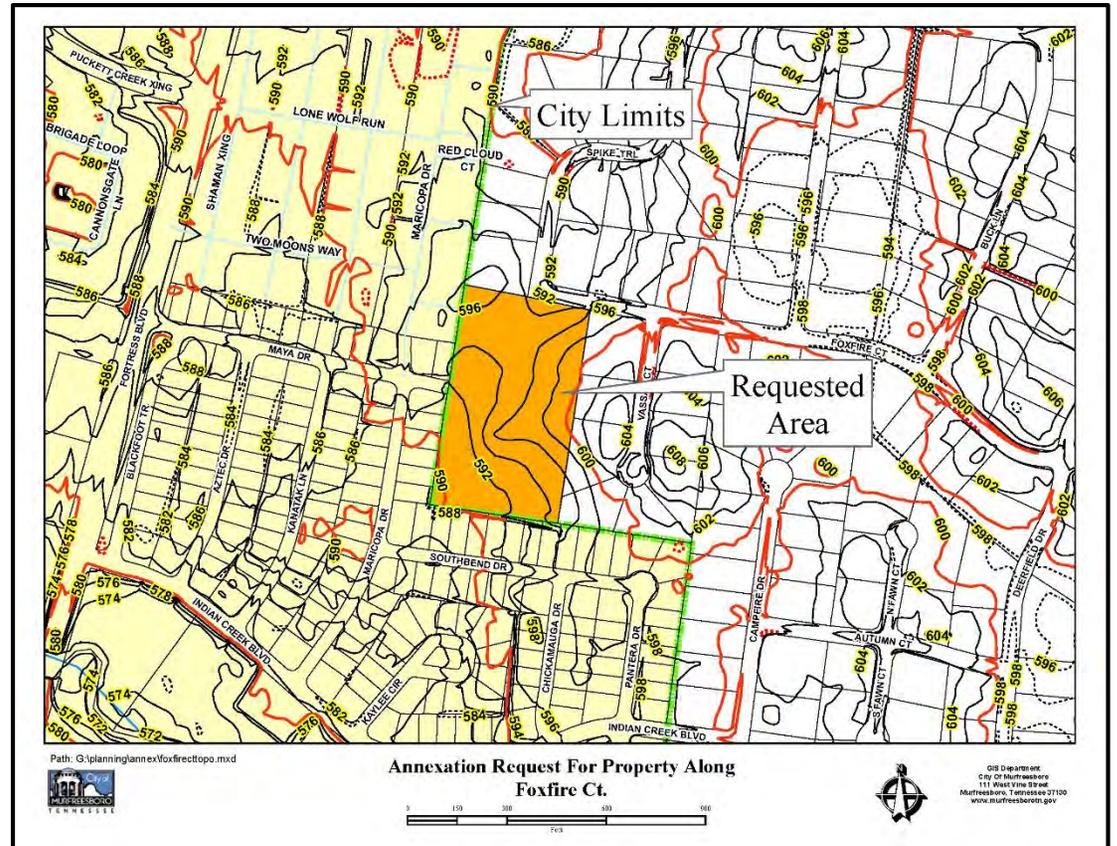
DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. City public drainage facilities are located to the west and south of the study area in The Preserve at Indian Creek subdivision. The northern portion of the property drains to the north and ultimately to Overall Creek. The southern portion of the property drains to the west and ultimately to Puckett Creek. No existing public drainage facilities are located within the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed RS-15 zoning, this property has the potential to generate \$550 in Stormwater Utility Fees annually upon full development.

New development on the property must meet City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

RESOLUTION 15-R-A-66 to annex approximately 5.96 acres along Foxfire Court, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Linda Smith, applicant. [2015-507]

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 15-R-PS-66** on January 7, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on November 4, 2015 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 15-OZ-66**, 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

Craig D. Tindall
City Attorney

SEAL



SITTING BULL XING

WOLVES DEN PL

MARICOPA DR

SPIKE TRL

Murfreesboro
City Limits

FOXFIRE CT

MAYA DR

VASSAR CT

Area
Annexed

KANATAK LN

SOUTHBEND DR

CAMPFIRE DR

PANTERA DR



Resolution 15-R-A-66

ORDINANCE 15-OZ-66 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 6 acres along Spike Trail and Maya Drive (Foxfire Court) as Planned Residential Development (PRD) District simultaneous with annexation; Ole South Properties, Inc., applicant. [2016-419]

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned 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 the conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it 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

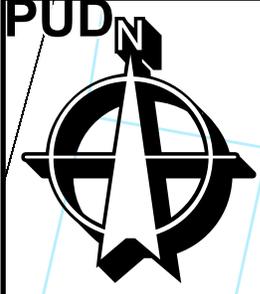
ATTEST:

APPROVED AS TO FORM:

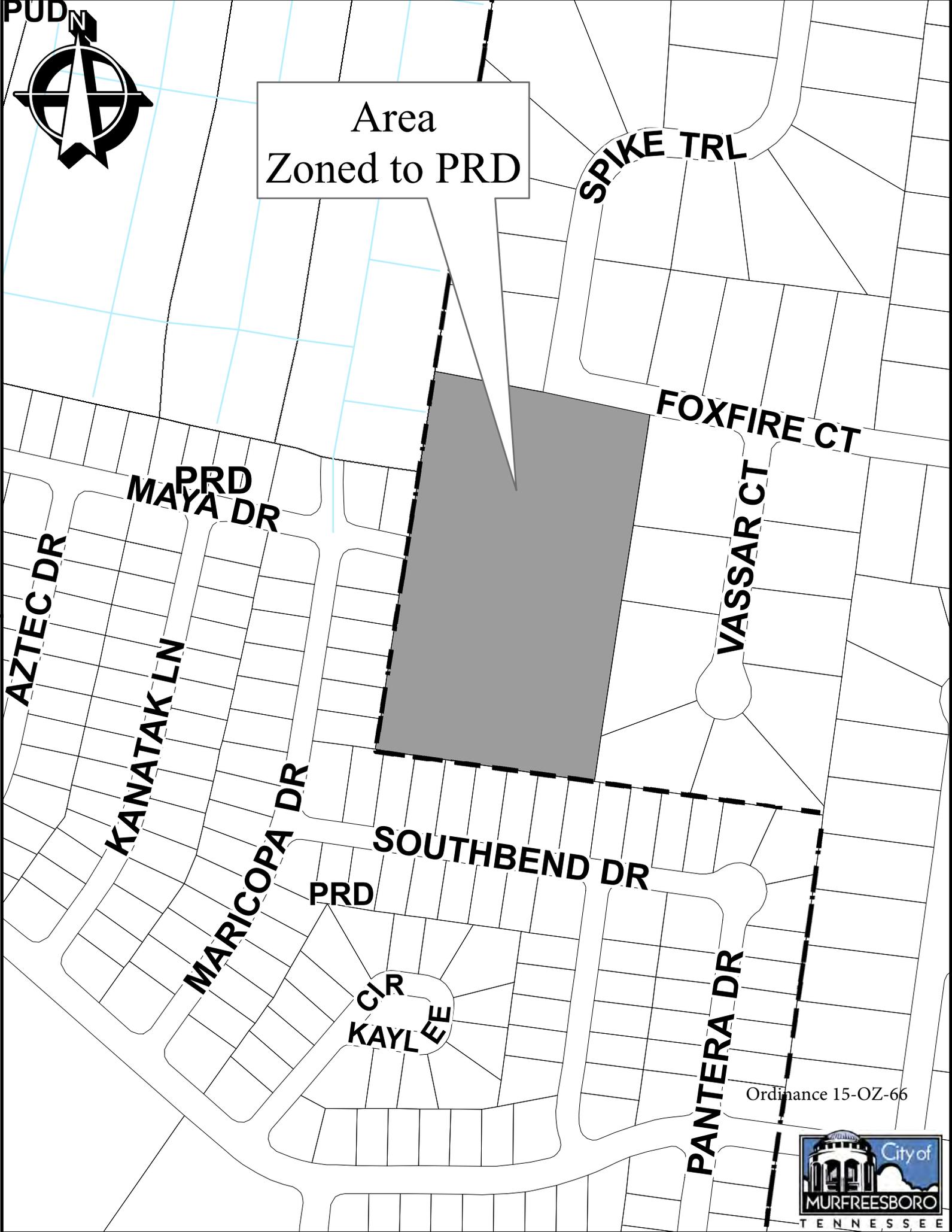
Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Area
Zoned to PRD



PRD
MAYA DR

SPIKE TRL

FOXFIRE CT

AZTEC DR

KANATAK LN

VASSAR CT

MARICOPA DR

SOUTHBEND DR

PRD

CIR
KAYLEE

PANTERA DR

Ordinance 15-OZ-66





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Regular Agenda

July 12, 2016

Honorable Mayor and Members of City Council

Re: Planning Commission recommendations

Background

During its regular meeting on May 4, 2016 the Planning Commission conducted a public hearing on the matter listed below. After the public hearing, the Planning Commission discussed the matter and then took action to recommend its approval. Public hearings for this item and the companion annexation request were then scheduled for the June 23, 2016 City Council meeting. After the public hearing regarding the annexation, the City Council voted to approve the annexation petition and plan of services. After Staff's presentation regarding the zoning request but before the public hearing was held, the applicant's representative requested that the City Council defer action on the zoning request, so that he could have additional dialogue with the adjacent property owners. The City Council honored the applicant's request to defer action, and no public hearing on the zoning request was held that night. The applicant's representative has now indicated to Staff that he is ready to proceed with the rescheduling of the public hearing regarding the zoning request.

- a. Zoning application [2016-415] for approximately 74 acres located along New Salem Highway to be zoned CF (approx. 26.1 acres), RM-12 (approx. 23.1 acres) and RZ (approx. 25 acres) simultaneous with annexation, William & Caroline Waite applicants.

Recommendation

It is recommended that the City Council schedule this matter for a public hearing.

Concurrences

The Murfreesboro Planning Commission has studied and conducted a public hearing on this matter and recommends its approval.

Fiscal Impact

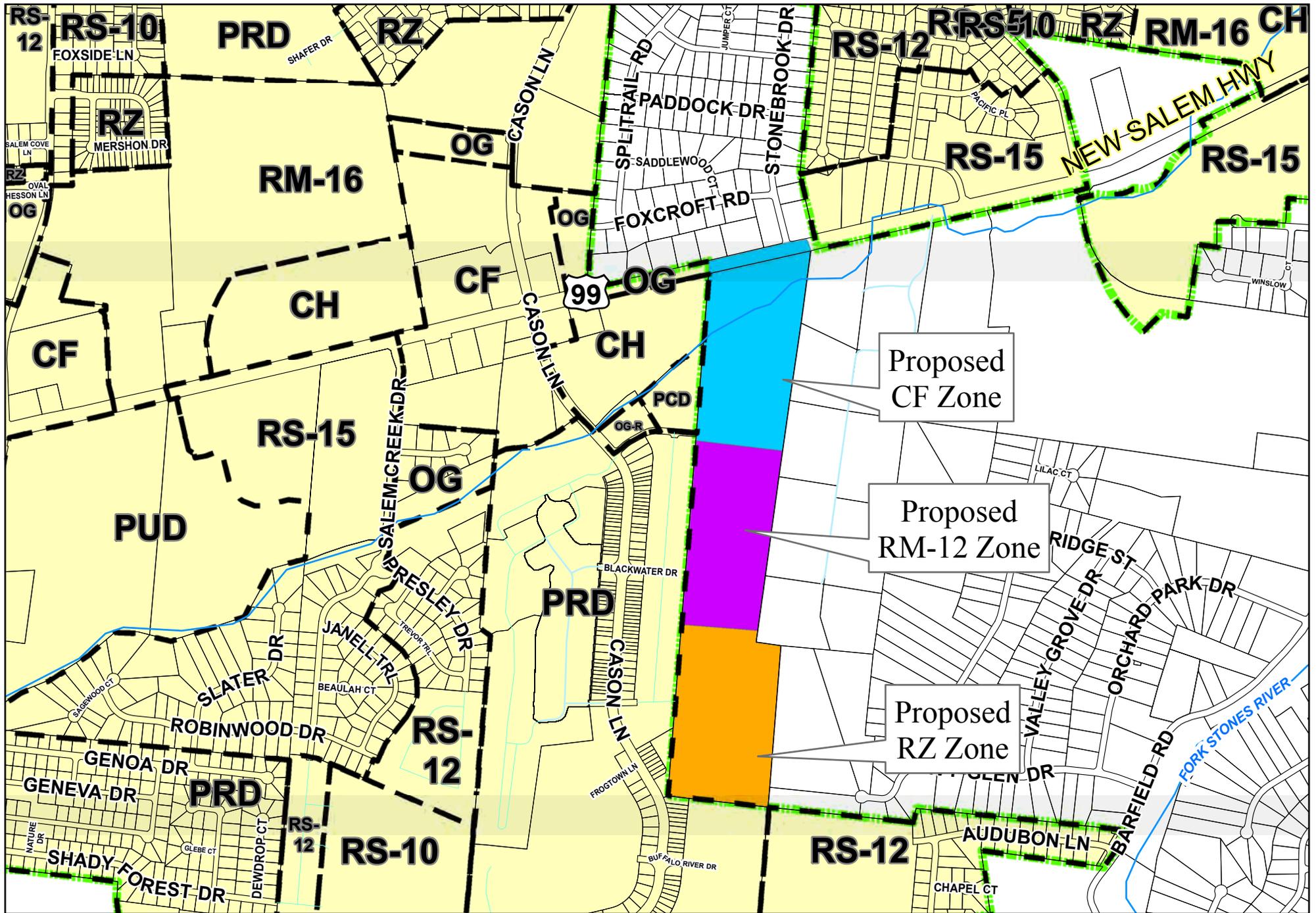
Staff is not aware of any fiscal impact that will result directly from this recommendation.

Attachments

1. Illustration of the area

Respectfully Submitted,

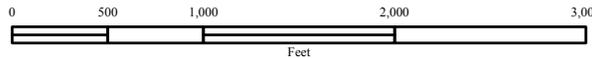
Matthew T. Blomeley, AICP
Principal Planner



**Zoning Request for Property Along New Salem Hwy.
CF, RM-12 and RZ Simultaneous with Annexation**



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Murfreesboro, Tennessee 37130
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Regular Agenda

July 14, 2016

Honorable Mayor and Members of City Council

Re: Planning Commission recommendations

Background

During its regular meeting on July 13, 2016 the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then took action to recommend their approval:

- a. Zoning application [2016-422] for approximately 150.5 acres located along Joe B Jackson Parkway to amend the PID (Parkway Place), Joe Swanson, Jr. applicant.
- b. Zoning application [2016-425] for approximately 13.5 acres located along Brinkley Road to be rezoned from CF to PRD (Wilkerson Downs), Robert E. Frances & Jeffrey Gill applicant.
- c. Zoning application [2016-427] for approximately 2 acres located along North Rutherford Boulevard and Old Lascassas Road to be rezoned from CF to CH, Eric Lowman applicant.
- d. Zoning application [2016-428] for approximately 44 acres located along Armstrong Valley Road to be rezoned from RS-15 to RS-8, Cornerstone Development applicant.

Recommendation

It is recommended that the City Council schedule these matters for public hearings.

Concurrences

The Murfreesboro Planning Commission has studied and conducted public hearings on these matters and recommends their approval.

Fiscal Impact

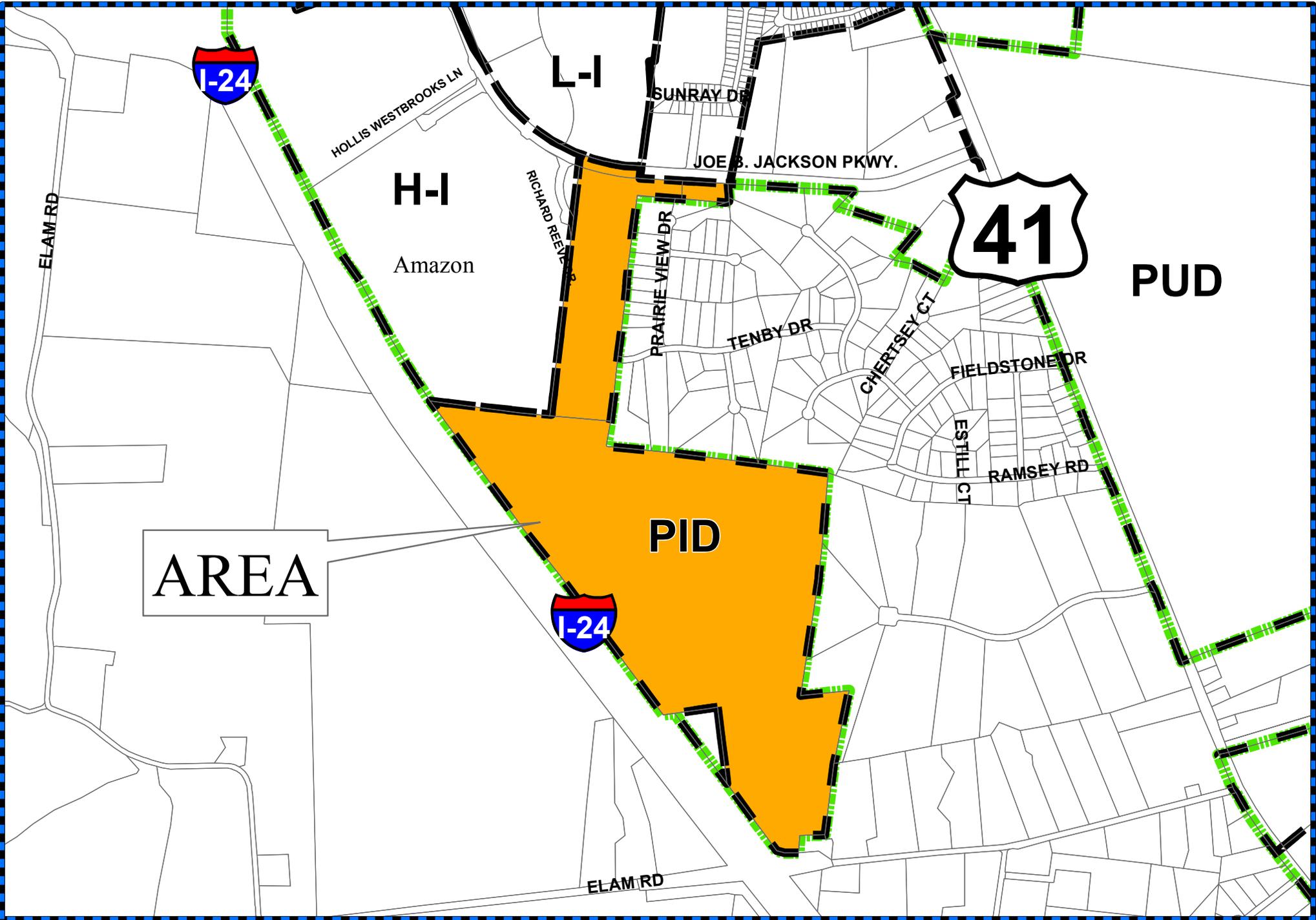
Staff is not aware of any fiscal impact that will result directly from this recommendation.

Attachments

1. Illustrations of the areas.

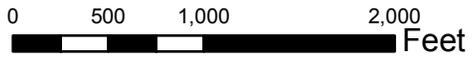
Respectfully Submitted,

Matthew T. Blomeley, AICP
Principal Planner



AREA

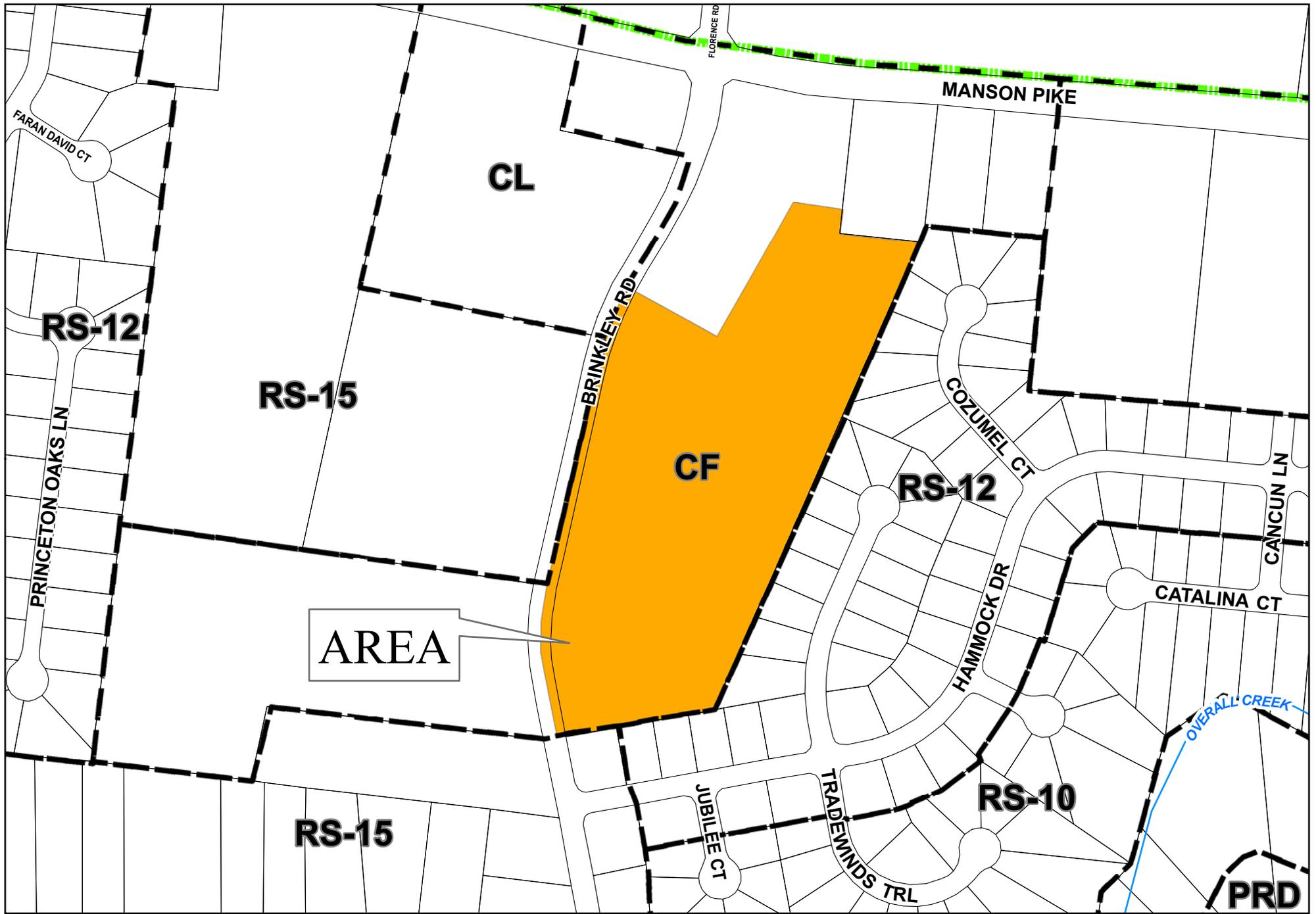
Proposed PID Amendment Along
Joe B. Jackson Pkwy



Map Document: (G:\planning\rezon\joebjacksonPID_Amend.mxd)
9/10/2012 -- 8:46:13 AM



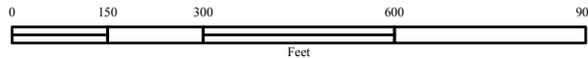
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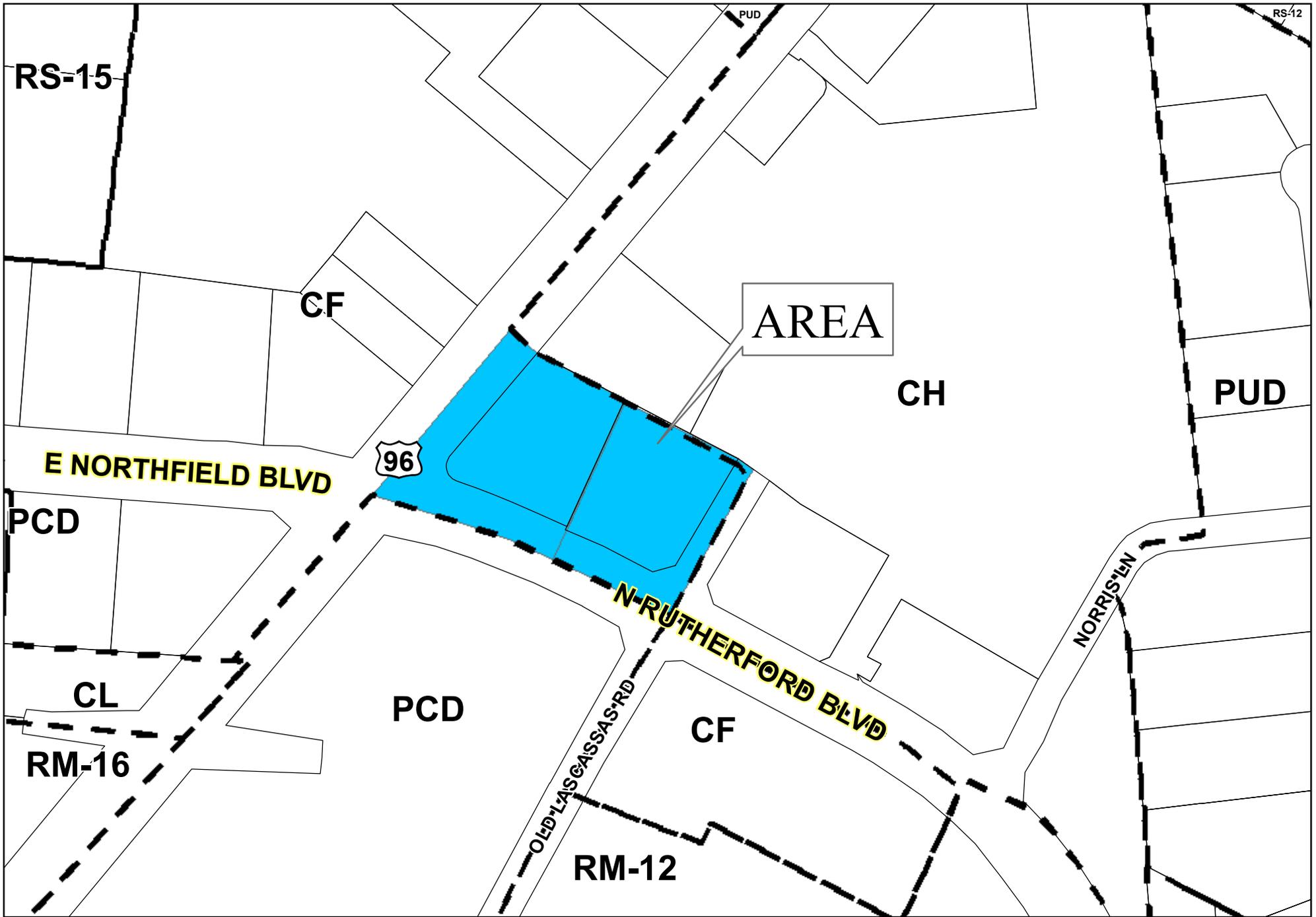
**Rezoning Request for Property Along Brinkley Road
from CF to PRD**



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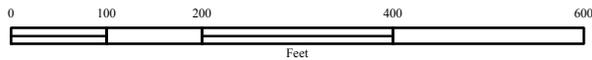
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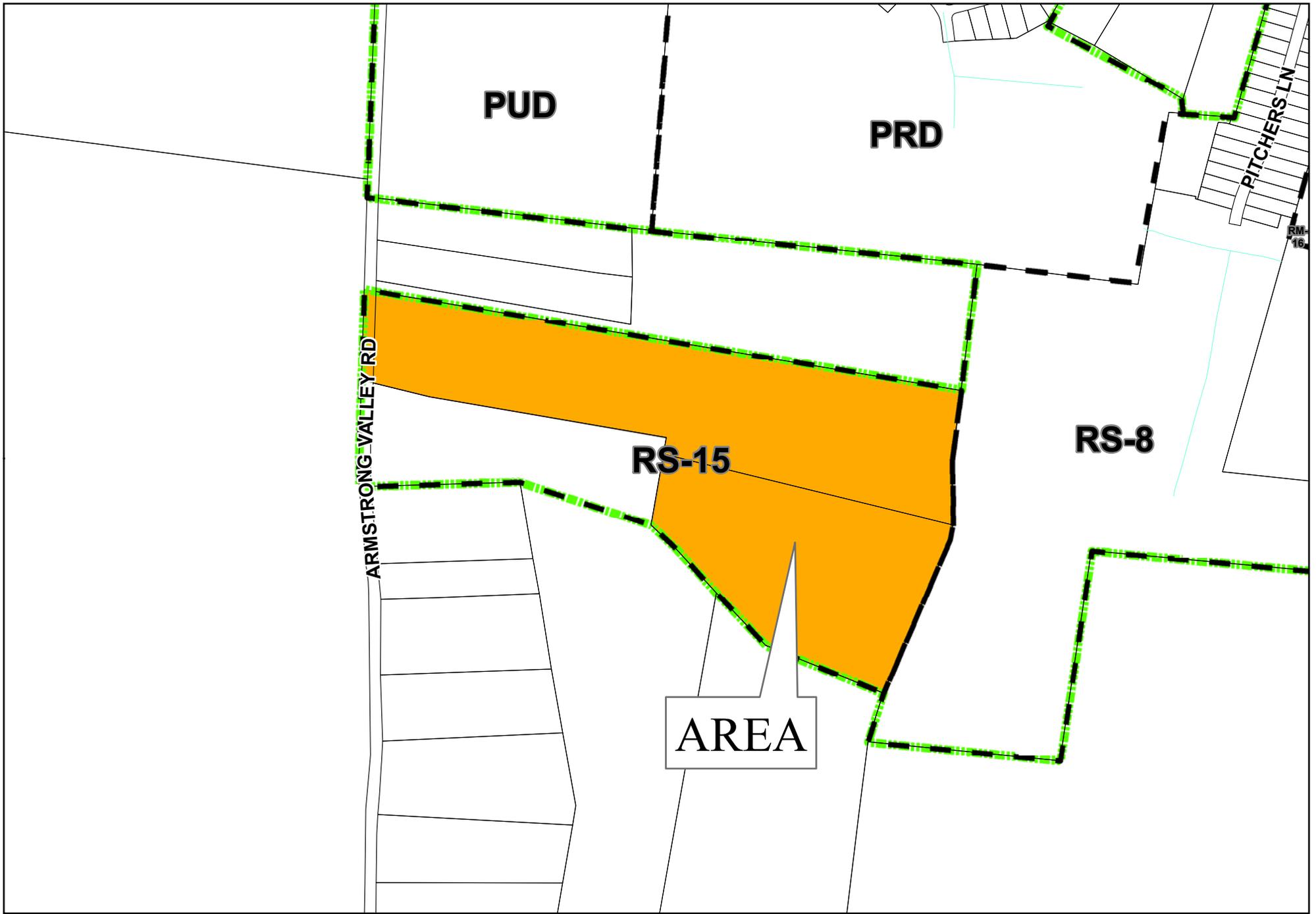
**Rezoning Request for Property Along N Rutherford Blvd.
from CF to CH**



Path: G:\planning\rezon\NRutherfordCF_CH.mxd



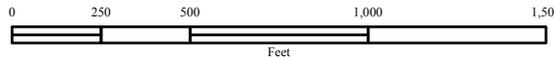
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**Rezoning Request for Property Along Armstrong Valley Road
from RS-15 to RS-8**



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July 21, 2016

Honorable Mayor and Members of City Council:

RE: Proposal for Restroom Building Replacements at Two Greenway Trailheads

As an item for the **Regular Agenda**, it is recommended that Council approve a proposal for restroom replacements at two greenway trailheads.

Background

The Stones River Greenway was built in 1996, and the Lytle Creek Greenway in 1997. Due to the heavy use and age of both greenway trails, an agreement was entered into between the City and Lose and Associates, Inc., for Lose to assess maintenance and safety concerns of the trails, while prioritizing the repairs and renovations needed. Lose found that the restroom facilities at the Manson Pike and Thompson Lane trailheads are in dire need of replacement. Lose developed plans and specifications for replacement restroom buildings, and the City's Purchasing Department issued a Request for Competitive Sealed Proposals (RFCSP) for said buildings. Two bids were received by the City and scored. Hunter Knepshield Company's bid was selected and recommended for consideration.

Fiscal Impact

Hunter Knepshield Company will provide two 9' X 12' restroom buildings with waste storage and a vacuum pump ultra-low flush water closet system at a unit price of \$58,795.00 and an extended price of \$117,590.00. Rollins Construction, through the City's concrete/stormwater contract, will remove the old restrooms and install the new ones. Monies are already allotted in Capital Funds for Greenway Reconstruction.

Concurrence

The Murfreesboro Parks and Recreation Commission, at its July 13, 2016, meeting, approved by a majority vote Hunter Knepshield's proposal regarding replacement of two trailhead restroom buildings at a total cost of \$117,590.00.

Recommendation

I respectfully recommend Council's approval to replace the Manson Pike and Thompson Lane trailhead restroom buildings as described and to enter into an agreement with Hunter Knepshield for said work in the amount of \$117,590.00.

Respectfully,

Lanny Goodwin, CPRP
Director