



**CITY OF MUNFORD BOARD OF  
MAYOR AND ALDERMEN**

**AGENDA**

City of Munford Board of Mayor and Aldermen – Special Called Meeting –  
Thursday, November 2, 2023, 4:00 p.m.  
Municipal Building, 70 College Street, Munford, Tennessee

**I. CALL TO ORDER**

A. Establishment of Quorum

**II. OLD BUSINESS AND MONTHLY DEPARTMENTAL REPORTS**

- **RESOLUTION 2023-11-01** A Resolution approving award of contract for professional design and consulting services related to Veterans Plaza funded by LPRF Matching Grant.
- **RESOLUTION 2023-11-02** A Resolution approving award of contract for residential solid waste collection and disposal services.
- **RESOLUTION 2023-11-01** A Resolution approving award of contract for consulting services related to Veterans Plaza funded by LPRF Matching Grant.

Adjourn –

**RESOLUTION: 2023-11-01**  
**CITY OF MUNFORD, TENNESSEE**

**FOR**

**APPROVING AWARD OF CONTRACT FOR PROFESSIONAL DESIGN AND  
CONSULTING SERVICES RELATED TO VETERANS PLAZA FUNDED BY LPRF  
MATCHING GRANT**

WHEREAS, Tennessee Department of Environment and Conservation has awarded the City of Munford each a Local Parks and Recreation Fund grant for the creation of Veterans Plaza, and

WHEREAS, A2H, Incorporated, 3009 Davies Plantation Road, Lakeland, Tennessee 38002, has been procured to provide design and consulting services for said project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Munford, Tennessee:

1. That the Mayor be authorized to execute a contract in the amount of \$71,600.00 for said design and consulting services.

READ and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Dwayne Cole

\_\_\_\_\_  
Sherry Yelvington, City Recorder



November 1, 2023

The Honorable Dwayne Cole  
Mayor  
City of Munford, TN  
1397 Munford Avenue  
Munford, TN 38058

Re: City of Munford, TN  
LPRF FY 2020  
Veterans Plaza  
Munford, TN

**A2H # 18391**

Dear Mayor Cole,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Joni Bailey will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Joni at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

**A2H, INC.**

A handwritten signature in blue ink, appearing to read 'Logan E. Meeks'.

Logan E. Meeks, PE  
President | Principal

A handwritten signature in blue ink, appearing to read 'Joni Bailey'.

Joni Bailey, PLA, ASLA, LEED Green Associate  
Landscape Architect



November 1, 2023

The Honorable Dwayne Cole  
Mayor  
City of Munford, TN  
1397 Munford Avenue  
Munford, TN 38058

Re: City of Munford, TN  
LPRF FY 2020  
Veterans Plaza  
Munford, TN

**A2H # 18391**

Dear Mayor Cole,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

**I. The following represents our understanding of the project description:**

A2H will be responsible for professional design and consulting services necessary for the Veterans Plaza proposed in Munford, TN. The project is based upon the scope as outlined in the awarded Local Parks and Recreation Fund (LPRF) FY 2020 grant.

The project will consist of construction of a new plaza area. The plaza will include an amphitheater structure, pavilion structures, and restrooms. Hardscape including vehicular paths as well as ADA compliant parking ADA accessible pedestrian paths will be constructed.

A2H will commence our services on November 1, 2023, in accordance with the effective date of the Grant Contract issued by the State of Tennessee, Department of Environment and Conservation and Grantee City of Munford, TN.

**II. It is our understanding that the Basic Scope of Services includes:**

A2H will provide the following as part of our Basic Scope of Services working closely with City of Munford, TN to provide these services in support of the project:

- Project Management
- Planning
- Land Surveying
- Civil Engineering
- Architecture
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

### **Topographic Survey**

- A. A2H will perform Land Surveying activities to provide a Topographic Survey of the existing site and adjacent accessible parking and sidewalk connector areas. It is our understanding that the project area is approximately 0.93 acres (Exhibit A). The topographic survey will be used to develop the Site Plan and Construction Documents for the proposed improvements.
- B. The Topographic Survey will include: 1' contour intervals with spot elevations, locations of all visible improvements within the project area (buildings, utilities, roadways, etc.); locations of utilities, above and below grade.
- C. The Topographic Survey will be tied to the TN State Grid Network (State Plane Coordinates NAD83).

### **Construction Documents**

- A. A2H will provide layout, grading, erosion control plans, and site details as required by TDEC-RES for the new plaza and supporting structures (pavilions, stage, and restrooms) and accessibility improvements.
- B. A2H will provide front end and technical specifications as required by TDEC-RES to be used for bidding and construction.
- C. A2H will submit SWPP documents to TDEC-DWR for construction stormwater permit if required.
- D. A2H will submit Construction Documents to TDEC-RES for approval.

### **Bidding**

- A. A2H will coordinate the printing and distribution of the construction bid package for one (1) bid opening.
- B. A2H will assist the city with one (1) Pre-Bid Meeting for the project.
- C. A2H will address Contractor questions and issue addenda as needed during the bidding process.
- D. A2H will assist the city in the opening of bids.
- E. A2H will prepare a bid tabulation and recommendation of award to the city.

### **Construction Administration**

- A. A2H will assist the city in conducting one (1) Pre-Construction Meeting.
- B. A2H will review and approve shop drawings and submittals during construction.
- C. A2H will respond to Requests for Information (RFI) during construction.
- D. A2H will prepare and issue change orders if required.
- E. A2H will attend site visits during construction as needed to approve pay requests.
- F. A2H will issue construction observation reports for each visit.
- G. A2H will conduct a final construction walk through and develop a punch list.
- H. A2H will prepare a letter of substantial completion for the city.
- I. A2H will perform a one (1) year warranty inspection.

**III. Exclusions from our Basic Scope of Services are as follows:**

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. Phase I and/or II Environmental Site Assessment.
- D. Any offsite improvements not specifically stated above.
- E. Furniture, Fixture, and Equipment planning.
- F. Value Engineering.
- G. Our limited construction administration services do not include construction management tasks i.e., full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment requests / change order requests, etc.
- H. Quality Assurance Testing Services including but not limited to testing and special inspections.
- I. The preparation of As-Built Drawings after completion of construction.

**IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:**

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice to Proceed.
- B. Project will be completed by October 31, 2026.

**V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:**

The LPRF Grant reimbursement requests for services by A2H shall be capped at \$71,600 as required by TDEC-RES. Additional compensation for services or expenses shall be paid fully by the City of Munford.

Topographic Survey	\$	4,000.00
Construction Documents	\$	50,400.00
Bidding	\$	10,000.00
Construction Administration	\$	7,200.00
<b>Compensation for Basic Scope of Services</b>	<b>\$</b>	<b>71,600.00</b>
Reimbursable Expense Fee (Courier Service, Mileage, Travel, and Printing)	\$	1,000.00
Reimbursable Fee (Plans Review, Bid Advertisement)		Direct Cost + 10%

**VI. Additional Services:**

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and **City of Munford, TN**. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 230.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 80.00	\$ 90.00	\$ 100.00
Architect	\$ 135.00	\$ 155.00	\$ 175.00
Engineer	\$ 130.00	\$ 145.00	\$ 170.00
Landscape Architect	\$ 100.00	\$ 120.00	\$ 140.00
Planner	\$ 100.00	\$ 120.00	\$ 140.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 125.00
Construction Administrator	\$ 90.00	\$ 100.00	\$ 120.00
Designer	\$ 90.00	\$ 100.00	\$ 110.00
BIM/CAD Technician	\$ 80.00	\$ 90.00	\$ 105.00
Survey Crew Member	\$ 60.00	\$ 70.00	\$ 80.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 60 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,  
**A2H, INC.**

Logan E. Meeks, PE  
 President | Principal

Attachment: Terms and Conditions  
 Exhibit A – Topographic Survey Area  
 Exhibit B – Certification of Contractor Regarding Conflict of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice

**AGENT FOR: CITY OF MUNFORD, TN**

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TERMS AND CONDITIONS**

1. The parties agree that **CITY OF MUNFORD, TN** is solely responsible for payment in accordance with the following terms A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF MUNFORD, TN** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF MUNFORD, TN** shall reimburse the Consultant all expenses incurred for courier service, (e.g., Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Reimbursable Expenses Fee shall be billed as a flat rate per section V of the contract.
3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF MUNFORD, TN** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF MUNFORD, TN** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **CITY OF MUNFORD, TN** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **CITY OF MUNFORD, TN** or its consulting architect.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF MUNFORD, TN**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF MUNFORD, TN** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF MUNFORD, TN** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF MUNFORD, TN** should require Consultant to perform construction administration services, **CITY OF MUNFORD, TN** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

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Initials

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Date



12. **CITY OF MUNFORD, TN** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF MUNFORD, TN** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF MUNFORD, TN** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF MUNFORD, TN** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF MUNFORD, TN** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF MUNFORD, TN**, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which **CITY OF MUNFORD, TN** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
21. In the event **CITY OF MUNFORD, TN** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF MUNFORD, TN** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF MUNFORD, TN** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF MUNFORD, TN** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. The proposal represents the entire understanding between **CITY OF MUNFORD, TN** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

**Accepted by CITY OF MUNFORD, TN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit A -  
Survey Area



Area to be surveyed





TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
RECREATION EDUCATIONAL SERVICES

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243  
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR  
REGARDING CONFLICTS OF INTEREST,  
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,  
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: (check one)

- Local Park & Recreation Fund (LPRF)       Land & Water Conservation Fund (LWCF)
- Recreation Trail Program (RTP)               Other \_\_\_\_\_

The Contractor, A2H, Inc., by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: City of Munford, TN (the Grantee) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. **Conflicts of Interest:** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
2. **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 sub-recipients 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.

3. **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.

4. **Public Accountability:** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

**Grantee's Authorized Representative:  
(USUALLY MAYOR)**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**CONTRACTOR:** A2H, Inc.

  
\_\_\_\_\_  
*Signature*

Logan E. Meeks  
\_\_\_\_\_  
*Print Name*

President | Principal  
\_\_\_\_\_  
*Title*

Nov 1, 2023  
\_\_\_\_\_  
*Date*

**RESOLUTION: 2023-11-02**  
**CITY OF MUNFORD, TENNESSEE**

**FOR**

**APPROVING AWARD OF CONTRACT FOR RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES**

WHEREAS, the Board of Mayor and Aldermen finds that there is an ongoing need for garbage collection and related service for the City of Munford, and

WHEREAS, the Board of Mayor and Aldermen finds that the public convenience and necessity requires a service contract with a solid waste provider.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Munford, Tennessee:

1. That the Mayor be authorized to execute a contract for said solid waste services for the period of five (5) years.

READ and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Dwayne Cole

\_\_\_\_\_  
Sherry Yelvington, City Recorder

**RESOLUTION: 2023-11-03**  
**CITY OF MUNFORD, TENNESSEE**

**FOR**

**APPROVING AWARD OF CONTRACT FOR CONSULTING SERVICES RELATED TO  
VETERANS PLAZA FUNDED BY LPRF MATCHING GRANT**

WHEREAS, Tennessee Department of Environment and Conservation has awarded the City of Munford each a Local Parks and Recreation Fund grant for the creation of Veterans Plaza, and

WHEREAS, Community Development Partners, Incorporated, 8122 Sawyer Brown Rd, Nashville, Tennessee 37221, has been procured to provide consulting services for said project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Munford, Tennessee:

1. That the Mayor be authorized to execute a contract in the amount of \$43,500.00 for said consulting services.

READ and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Dwayne Cole

\_\_\_\_\_  
Sherry Yelvington, City Recorder

**CONTRACT AGREEMENT BETWEEN**  
**COMMUNITY DEVELOPMENT PARTNERS, LLC**  
**AND**  
**CITY OF MUNFORD**

THIS CONSULTING CONTRACT, entered into as of this 1st day of November, 2023 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (the “CONSULTANT”) and the CITY OF MUNFORD, TENNESSEE (the “CLIENT”). This Contract pertains to the LOCAL PARKS AND RECREATION FUND Program (LPRF).

The CLIENT desires to engage the CONSULTANT to render professional administrative consulting services (professional services) and to advise the CLIENT on the CLIENT’S compliance with funding allocated under the LOCAL PARKS AND RECREATION FUND Program; and the CONSULTANT agrees to provide such professional advice to the CLIENT. Therefore, the CLIENT and the CONSULTANT do mutually agree as follows:

**ARTICLE I - SCOPE OF SERVICES FOR ADMINISTRATIVE CONSULTING ASSISTANCE**

The CONSULTANT shall provide professional administrative services to the CLIENT to assist the Client in complying with the LPRF program, including, but not limited to, the activities described in Attachment A.

**ARTICLE II - TIME OF PERFORMANCE**

Services to be provided shall commence upon grant approval and upon execution of this Contract by both parties and will remain in effect until completion and closeout of the LOCAL PARKS AND RECREATION FUND activities unless earlier terminated in writing by either party.

**ARTICLE II - SCOPE OF SERVICES**

The CONSULTANT shall provide technical and professional assistance to the CLIENT in satisfactorily undertaking and completing community development activities including the above referenced LPRF Project. Services rendered by the CONSULTANT in support of this project shall be those described in ATTACHMENT A to this AGREEMENT.

**ARTICLE III - GENERAL PROVISIONS**

- a. **Personnel:** The CONSULTANT warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.



- b. **Subcontracting**: No work or services covered by this Contract shall be subcontracted without the prior approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials**: The CLIENT agrees to make available to the CONSULTANT any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the LPRF Program of the CLIENT, at no expense to the CONSULTANT.

#### **ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT**

For services rendered under this Agreement the CLIENT agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE II of this Agreement). Such payment shall be due upon the presentation of periodic Invoices certifying such amounts are due and payable. The total amount to be paid under this section for services shall be Forty-Three Thousand Five Hundred Dollars (\$43,500.00).

#### **ARTICLE V - TERMS AND CONDITIONS**

- a. **Termination of Contract for Cause/Breach of Contract**: If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CLIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONSULTANT under this Contract shall, at the option of the CLIENT become its property and the CONSULTANT shall be entitled to receive compensation for any work completed on such documents or materials or otherwise through the date of termination.
- b. **Termination for Convenience**: The CLIENT or CONSULTANT may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the CLIENT, become CLIENT's property.

If the Contract is terminated by the CLIENT as provided herein, the CONSULTANT shall be entitled to receive compensation for any work completed through the date of termination. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract that have been incurred

by the CONSULTANT during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. Changes: The CLIENT may, periodically request changes of the CONSULTANT in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONSULTANT'S compensation, which is mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions, through a written Amendment to this document.
- d. Assignability: The CONSULTANT shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the CLIENT: provided, however, that claims for money by the CONSULTANT from the CLIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CLIENT.
- e. Confidentiality: All of the reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CLIENT, subject to applicable legal requirements.
- f. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CLIENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.
- g. Compliance with Local Laws: The CONSULTANT shall comply with applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee, and the local government(s).
- h. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours, the CONSULTANT shall make records with respect to matters covered by this Contract available to the CLIENT for examination

The CONSULTANT shall retain all, documents, papers, and records which are directly pertinent to this Contract for a period of Five (5) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CLIENT.

- i. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The CONSULTANT shall be in compliance with the CLIENT'S Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to or operation of its programs, services or activities.

- j. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- k. Interest of Members of the CLIENT and Other Local Public Officials: No officer, member or employee of the CLIENT and no member of the local governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CLIENT shall take appropriate steps to assure compliance.
- l. Interest of the CONSULTANT: The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- m. Officials Not to Benefit: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- n. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to Contracts \$2,500 or greater):
  - 1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- o. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.
- p. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or Greater):

During performance of this Contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will comply with provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, fairly. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; including apprenticeship and participation in recreational and educational activities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
3. The CONSULTANT shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the CLIENT may require.
4. The CONSULTANT agrees to comply with such rules, regulations, or guidelines as the CLIENT may issue to implement these requirements.

- q. Special Equal Opportunity Provisions (Applicable to Construction Contracts and related Subcontracts \$10,000 and under):

During the performance of this Contract, the CONSULTANT agrees as follows:

1. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
- r. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:
1. The work performed under this contract is subject to the requirements of sections 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  2. The parties to this contract agree to comply with HUDS's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

#### **ARTICLE VI - ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by the *CLIENT*, the *CONSULTANT* shall furnish additional services which are not part of the services described on Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service(s).

#### **ARTICLE VII – INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

#### **ARTICLE VIII – MUTUAL INDEMNIFICATION**

To the extent permitted by applicable law, each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this CONTRACT AGREEMENT on November 1<sup>st</sup>, 2023.

MUNFORD, TENNESSEE

\_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: Mayor

COMMUNITY DEVELOPMENT PARTNERS, LLC

  
\_\_\_\_\_

ATTEST:   
\_\_\_\_\_

Title: President

## ATTACHMENT A

1. **CONTINUOUS PROJECT ADMINISTRATION** - The CONSULTANT will be responsible for the on-going project management of the project. The CONSULTANT shall be paid a total of FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$43,500.00) to be invoiced periodically throughout the duration of the project based on the percentage of completion of the project. Service to be provided shall include:
  - a. Project Management
  - b. Project File Set-up
  - c. Regulatory compliance pertaining to the LPRF Project as directed by the Tennessee Department of Environment and Conservation
  - d. Preparation of pay requests
  - e. Project Close-out
2. **LOCAL COORDINATION** - The CONSULTANT shall not be responsible for the local coordination of force account or in-kind services. The CLIENT shall be responsible for the local coordination.
3. **ADDITIONAL SERVICES** - Should the CLIENT request additional services from the CONSULTANT, the CONSULTANT will charge the CLIENT at the hourly rate of the employee performing the work times a 1.4 overhead factor plus expenses.



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
RECREATION EDUCATIONAL SERVICES**

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243  
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR  
REGARDING CONFLICTS OF INTEREST,  
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,  
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: **(check one)**

- Local Park & Recreation Fund (LPRF)**     **Land & Water Conservation Fund (LWCF)**  
 **Recreation Trail Program (RTP)**     **Other** \_\_\_\_\_

The Contractor, CDP, LLC, by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: City of Munford (*the Grantee*) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. **Conflicts of Interest:** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
2. **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 sub-recipients 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.

3. **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.

4. Public Accountability: If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

**Grantee's Authorized Representative:  
(USUALLY MAYOR)**

\_\_\_\_\_  
*Signature*

Dwayne Cole

\_\_\_\_\_  
*Print Name*

Mayor

\_\_\_\_\_  
*Title*

11/1/23

\_\_\_\_\_  
*Date*

**CONTRACTOR:** Community Development Partners, LLC



\_\_\_\_\_  
*Signature*

Evan Sanders

\_\_\_\_\_  
*Print Name*

President

\_\_\_\_\_  
*Title*

11/1/23

\_\_\_\_\_  
*Date*