

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
June 5, 2025

Public Comment on Actionable Agenda Items

PRAYER

Vice Mayor Shacklett

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Retail Liquor Certificate of Compliance – Boro Liquors – Location Change (Finance)
2. Fox Collection Agency Fourth Amendment (Judicial)
3. Mandatory Referral for Dedication of an Electric Easement along West College Street (Planning)
4. Donation of Used Equipment to Scotts Hill Police Department (Police)
5. Amendment No. 2 to the CentralSquare Solutions and Support Agreement for CAD Software (Police)
6. Lease Agreement with Read To Succeed and City Schools (Schools)
7. Asphalt Purchases Report (Water Resources)
8. Third Amendment to MTSU MOU (Water Resources)
9. WRRF Wet Weather Upgrades Change Order No. 1 (Water Resources)
10. SSR Task Order Amendment 1 for SRWTP OSHG Improvements (Water Resources)

Minutes

11. City Council Meeting Minutes (Finance)

Old Business

Land Use Matters

12. Ordinance 25-OZ-15 Amending the PID zoning for property along Joe B Jackson Parkway (2nd and Final Reading) (Planning)

Ordinance

13. FY26 Budget Ordinances (2nd and Final Reading) (Administration)
 - a. Ordinance 25-O-09 FY16 Appropriations
 - b. Ordinance 25-O-10 Tax Rate 2025
 - c. Ordinance 25-O-19 Tax Due Date Change
14. Ordinance 25-O-18 FY25 Budget 4th Amendment (2nd and Final Reading) (Finance)
15. FY26 Water Sewer Rate Ordinance (2nd and Final Reading) (Water Resources)
 - a. Second Reading: Ordinance 25-O-17

New Business

Resolution

16. Resolution 25-R-20 Schools FY25 Budget Amendment #11 (Schools)
17. Resolution 25-R-05 FY26 Other Post Employment Benefits (OPEB) (Administration)
18. FY26 Budget Resolutions (Administration)
 - a. Resolution 25-R-06 Water Resources
 - b. Resolution 25-R-08 City Schools
 - c. Resolution 25-R-09 Community Investment Trust
 - d. Resolution 25-R-10 Sports Authority

On Motion

19. Purchase and Sale Agreement Henderson Family Properties 654 W Main Street (Administration)
20. Discovery School Interior Painting (Facilities)
21. Hobgood Elementary Interior Painting (Facilities)
22. Mitchell-Neilson Elementary Flooring Renovations (Facilities)
23. LJA TO 2025 Sewer Rehabilitation Project Design (Water Resources)
24. LJA Asset Management Plan TO Amendment No. 1 (Water Resources)
25. ADS Professional Services Contract 2025 (Water Resources)

Board & Commission Appointments

26. Board of Electrical Examiners (Mayor)
27. Parks and Recreation Commission (Mayor)
28. Planning Commission (Mayor)
29. Rutherford County Regional Library Board (Mayor)

Licensing

30. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Retail Liquor Certificate of Compliance – Boro Liquors – Location Change

Department: Finance

Presented by: Erin Tucker, City Recorder/ CFO

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission’s licensing process. Compliance for the certificate is based only on the applicant’s criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Samir A. Patel for the Boro Liquors at 314 W Lokey Ave which is a location change for a retail liquor store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City’s role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Retail Liquor Certificate of Compliance – Boro Liquors – Location Change

Department: Finance

Presented by: Erin Tucker

Requested Council Action:

- Ordinance
 - Resolution
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Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Samir A. Patel
Age	36
Home Address	607 Chrisview Ct
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Boro Liquors
Business Location	314 W Lokey Ave

Type of Application:

New Location	_____
Ownership Change	_____
Name Change	_____
Renewal	_____
Location Change	_____ X _____
Corporation	_____
Partnership	_____
Sole Proprietor	_____
LLC	_____ X _____

Application Completed Properly?	Yes
--	-----

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Fox Collection Agency Amendment

Department: Judicial

Presented by: Vickie Ordonez, Chief Court Clerk

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider fourth amendment to the contract with Fox Collection Agency.

Staff Recommendation

Approve the extension of the above referenced contract for an additional one-year term ending June 2, 2026.

Background Information

On June 3, 2021, the City contracted with Professional Recovery Management, Inc., d/b/a Fox Collection Center (Fox) to provide collection services for delinquent fees, fines, and costs. That contract allowed four one-year extensions with total terms not to exceed five years. This will be the fourth extension of the contract with Fox. Fox has satisfactorily performed under the contract to date.

The proposed Fourth Amendment contracts with Fox for the period from June 3, 2025, until June 2, 2026.

Council Priorities Served

Responsible budgeting

Collecting outstanding penalties and fees is important effectiveness of court decisions and supports financial and economic health.

Fiscal Impacts

The contract is based upon a percentage of collected funds. The last contract period the amount paid under the contract was \$9,217. It is anticipated that the amount to be paid under the extension will be comparable.

Attachments:

Fourth Amendment to Contract with Professional Recovery Management, Inc.

**FOURTH AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
PROFESSIONAL RECOVERY MANAGEMENT, INC.
d/b/a FOX COLLECTION CENTER
FOR
COLLECTION AGENCY SERVICES**

This Fourth Amendment (“Fourth Amendment”) to the Contract, entered into June 3, 2023 (“Contract”), is effective as of _____, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and Professional Recovery Management, Inc. d/b/a Fox Collection Center, a corporation of the State of Tennessee (“Contractor”).

RECITALS

WHEREAS, on June 3, 2021, the City entered into a contract with Fox Collection Center for Collection Agency Services for the City Court (Judicial) Department; and,

WHEREAS, the term of the Contract between the City and Contractor is currently from June 3, 2024, to June 2, 2025; and

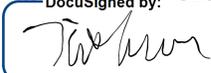
WHEREAS, the City and Contractor wish to extend the Contract for an additional and final term pursuant to clause 2 of the current Contract from June 3, 2025, to June 2, 2026:

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the Contract from June 3, 2025, to June 2, 2026, all other terms of the Contract to remain the same.

CITY OF MURFREESBORO

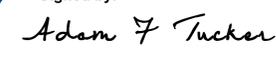
**PROFESSIONAL RECOVERY MANAGEMENT, INC.
d/b/a FOX COLLECTION CENTER COLLECTION
AGENCY SERVICES**

Shane McFarland, Mayor

DocuSigned by:


4195DA445B07420...
Todd Knowlton, Executive Vice President,
Sales and Marketing

APPROVED AS TO FORM:

Signed by:


43A2038E51F9401...
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Mandatory Referral for Dedication of an Electric Easement along West College Street

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow dedication of an electric easement on City-owned property located along the northeast side of West College Street/Old Nashville Highway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission is expected to recommend approval at its June 4, 2025 regular meeting. If for some reason the Planning Commission does not vote to recommend approval at this meeting, then this item will be withdrawn from the Council agenda.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for Middle Tennessee Electric (MTE) on two undeveloped properties that the City owns along the northeast side of West College Street/Old Nashville Highway. (Note: This street changes names at the North Thompson Lane bridge and this request includes property on both sides of the bridge.) The proposed easement will accommodate underground electric infrastructure under the North Thompson Lane bridge.

Staff recommends that the mandatory referral be approved subject to the following conditions:

- 1) If approved, MTE will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally dedicate the proposed easement in question. The legal instrument(s) will be subject to final review and approval of the Legal Department.
- 2) Middle Tennessee Electric will also be responsible for recording the legal instrument(s), including payment of the recording fee.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE with electric infrastructure improvements along West College Street/Old Nashville Highway.

Attachments:

1. Planning Commission staff comments from 06/04/2025 meeting
2. Letter from MTE
3. Exhibit of the proposed easement
4. Draft easement document

Murfreesboro Planning Commission

Staff Comments, Page 1

May 27, 2025

Project Planner: Marc Shackelford-Rowell

- 6. a. Mandatory Referral [2025-706] for the dedication of an electric easement on City-owned property located along West College Street/Old Nashville Highway, Middle Tennessee Electric applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on City-owned property along West College Street/Old Nashville Highway. The proposed easement is associated with the proposed installation of underground power lines located under the bridge where North Thompson Lane goes over Old Nashville Highway / West College Street.

An exhibit showing the location of the proposed power line and easement is included in the agenda materials as is a letter from MTE. Specifically, MTE needs to separate voltages here and bring another back feed option to make the electrical service more reliable here. Underground access is necessary to do this safely.

Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

1. If approved by City Council, Middle Tennessee Electric will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally dedicate the proposed easement. The legal instrument(s) will be subject to final review and approval of the Legal Department.
2. Middle Tennessee Electric will also be responsible for recording the legal instrument(s), including payment of the recording fee.



City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 079/06900

Address (if applicable): N/A

Street Name (if abandonment of ROW): Old Nashville Hwy

Type of Mandatory Referral: Right of Way Easement

Applicant Information:

Name of Applicant: Mark Champion

Company Name (if applicable): Middle Tennessee Electric

Street Address or PO Box: 555 New Salem Hwy

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: [REDACTED]

Phone Number: 615-217-5282

Required Attachments:

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

Mark Champion

Applicant Signature

5/1/25

Date

May 22, 2025

RE: City of Murfreesboro
Parcel: 079 06900

To whom it may concern,

Middle Tennessee Electric is planning to install underground primary power along Old Nashville Hwy/W College St. from pole to pole underneath N Thompson Rd bridge (shown in map).

MTE is requesting a signed easement for these new facilities.

We appreciate your help, as we rely heavily upon the cooperative spirit of our membership.

Sincerely,

Mark Champion

Mark Champion

System Designer

615-217-5282

Right-of-Way

Easement

This instrument prepared by: MTE
 555 New Salem Highway, Murfreesboro, TN 37129
 _____ Employee Initials



Service Location # _____ Meter Set SO # _____ WO# _____

Grantor: _____ And/by _____

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County _____ State of Tennessee Tax Map: _____ Group: _____ Parcel: _____

Address _____
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book _____, Page _____, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202____.

 Print Name/Title of Authorized Signatory

 Print Name/Title of Authorized Signatory

 Legal Signature

 Legal Signature

STATE OF _____

STATE OF _____

COUNTY OF _____

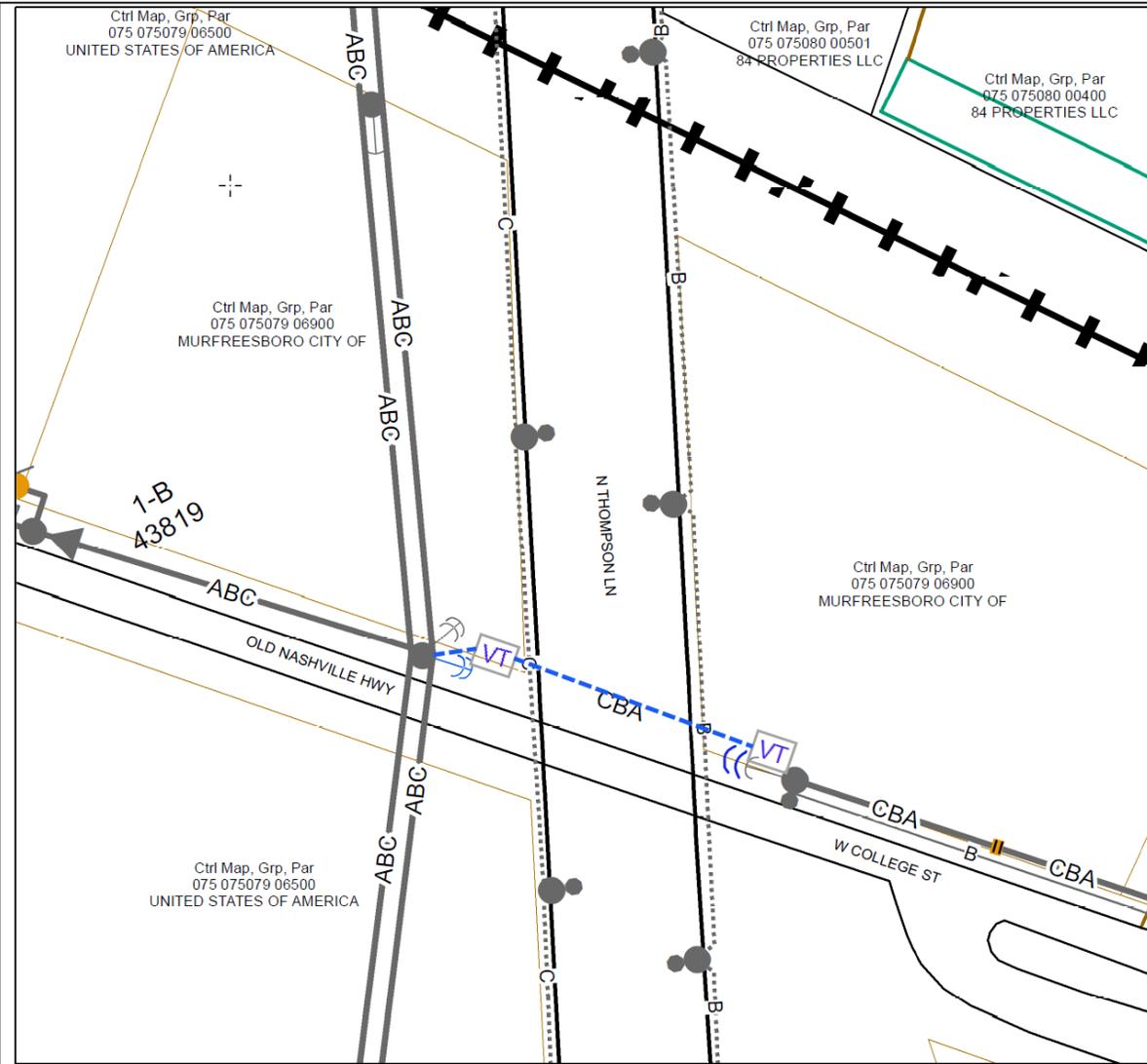
COUNTY OF _____

On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

 Notary Signature My Commission Expires _____

 Notary Signature My Commission Expires _____



Ctrl Map, Grp, Par
075 075079 06500
UNITED STATES OF AMERICA

Ctrl Map, Grp, Par
075 075080 00501
84 PROPERTIES LLC

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075 075080 00400
84 PROPERTIES LLC

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MURFREESBORO CITY OF

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MURFREESBORO CITY OF

1-B
43819

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UNITED STATES OF AMERICA

Legend

- Utility Lines
- Existing Utility Pole
- Proposed Utility Pole
- ⊠ Manhole
- ⊠ Vault
- ⊠ Primary Pullbox
- ⊠ Secondary Pullbox
- UG Sector
- ▶ Overhead Transformer
- ⊠ Underground Transformer
- ← Anchor Guy
- Span Guy

Disclaimer:
Middle Tennessee Electric Membership Corporation ("MTE") makes no representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey. The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials: _____
Job Number: 16443299
Location: Stones River Battlefield-Reloc P
Description:

Map: 5350-Q
Scale: 1 inch = 67 feet
Print Date: 5/1/2025



Exhibit "1"

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Donation of Used Equipment to Scotts Hill Police Department

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider the donation of used equipment to Scotts Hill Police Department.

Staff Recommendation

Approve the donation of used equipment to Scotts Hill PD.

Background Information

MPD has expired body armor sets that are no longer in use. MPD tries to assist other law enforcement agencies when possible and Scotts Hill PD can benefit from the donation of this equipment.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

1. Surplus Property Disposal Forms
2. Hold Harmless Agreement

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property Warranty Expired ARMIS-II Base Vest with AXBIIIA Ballistics x 13

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>2000. each</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Scotts Hill Police Department</u>	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age 5+ Estimated original cost < \$5k
 Seized Property? Depr value (to be completed by FA Mgr if applicable) \$ -
 Law Enforcement Restricted?

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

Point Blank ARMIS-II Base Vest with AXBIIIA Ballistics Male Vest with
OMEGA 10 x 12 Special Threat Plates x 13 sets
Serial Numbers attached and photos

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<input type="checkbox"/>

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

Signed [Signature] (Department Head) Date 05/14/25

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

Signed [Signature] (Fixed Assets Manager) Date 5/16/25

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

Signed [Signature] (City Manager or Assist. City Manager) Date 5/19/25

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

Supply Room: Quartermaster

Quantity	Asset Description	Asset Tag Number	Serial Number
1	SID Level IV Body Armor BACK	200000099394	200000099394
1	SID Level IV Body Armor BACK	200000099395	200000099395
1	SID Level IV Body Armor BACK	200000099396	200000099396
1	SID Level IV Body Armor BACK	200000099397	200000099397
1	SID Level IV Body Armor BACK	200000099398	200000099398
1	SID Level IV Body Armor BACK	200000099400	200000099400
1	SID Level IV Body Armor BACK	200000099401	200000099401
1	SID Level IV Body Armor BACK	200000099402	200000099402
1	SID Level IV Body Armor BACK	200000099403	200000099403
1	SID Level IV Body Armor BACK	200000099404	200000099404
1	SID Level IV Body Armor BACK	200000099405	200000099405
1	SID Level IV Body Armor BACK	200000099406	200000099406
1	SID Level IV Body Armor BACK	200000099407	200000099407
1	SID Level IV Body Armor FRONT	200000099409	200000099409
1	SID Level IV Body Armor FRONT	200000099410	200000099410
1	SID Level IV Body Armor FRONT	200000099411	200000099411
1	SID Level IV Body Armor FRONT	200000099412	200000099412
1	SID Level IV Body Armor FRONT	200000099413	200000099413
1	SID Level IV Body Armor FRONT	200000099415	200000099415
1	SID Level IV Body Armor FRONT	200000099416	200000099416
1	SID Level IV Body Armor FRONT	200000099417	200000099417
1	SID Level IV Body Armor FRONT	200000099418	200000099418
1	SID Level IV Body Armor FRONT	200000099419	200000099419
1	SID Level IV Body Armor FRONT	200000099420	200000099420
1	SID Level IV Body Armor FRONT	200000099422	200000099422
1	SID Level IV Body Armor FRONT	200000099423	200000099423
1	SID Level IV Body Armor SPEED PLATE	104690188	104690188
1	SID Level IV Body Armor SPEED PLATE	143890496	143890496
1	SID Level IV Body Armor SPEED PLATE	2728550008	2728550008
1	SID Level IV Body Armor SPEED PLATE	2728550029	2728550029
1	SID Level IV Body Armor SPEED PLATE	69020084	69020084
1	SID Level IV Body Armor SPEED PLATE	69020090	69020090
1	SID Level IV Body Armor SPEED PLATE	69020098	69020098
1	SID Level IV Body Armor SPEED PLATE	69990006	69990006
1	SID Level IV Body Armor SPEED PLATE	69990007	69990007
1	SID Level IV Body Armor SPEED PLATE	69990010	69990010
1	SID Level IV Body Armor SPEED PLATE	69990014	69990014
1	SID Level IV Body Armor SPEED PLATE	69990018	69990018
1	SID Level IV Body Armor SPEED PLATE	69990022	69990022
1	SID Level IV Body Armor SPEED PLATE	69990023	69990023

**CITY OF MURFREESBORO
DONATION OF UNIFORM EQUIPMENT**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of BODY ARMOR by the City of Murfreesboro ("City") to the SCOTTS HILL POLICE DEPARTMENT

THE CITY AND SCOTTS HILL POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

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

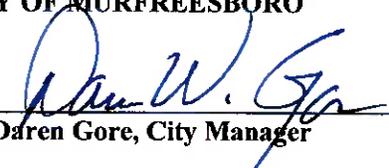
The SCOTTS HILL POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the SCOTTS HILL POLICE DEPARTMENT's ownership or use or failure to use the BODY ARMOR.

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

The SCOTTS HILL POLICE DEPARTMENT shall be solely responsible for determining whether to use said BODY ARMOR for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: 
Daren Gore, City Manager

SCOTTS HILL POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:


Adam F. Tucker, Murfreesboro City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Amendment No. 2 to CentralSquare Solutions and Support Agreement for CAD Software

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider amendment No. 2 to the agreement with CentralSquare for the support and maintenance of CAD software.

Staff Recommendation

Approve the amendment to the agreement with CentralSquare to add the CrimeView Analytics software to the five-year contract.

Background Information

Council approved a five-year agreement with CentralSquare Solutions and Support for CAD software in January 2024. MPD started using CrimeView analytic software in the summer of 2024. This software has proven to be beneficial in analyzing crime data and assisting in record management. The net increase to the remaining contract will be \$9,246 for year three with an annual increase of 5% for the remainder of the contract period.

Council Priorities Served

Maintain public safety

Maintaining public safety IT infrastructure is critical to effective and efficient operations.

Fiscal Impact

The current expense for year 2 of the contract is prorated at \$4,958 and is provided for in the department's FY25 operating budget. Future payments as outlined in the contract will be budgeted accordingly.

Attachment

Amendment No. 2 to the CentralSquare Solutions and Support Agreement

AMENDMENT TWO TO

SOLUTIONS AND SUPPORT AGREEMENT BETWEEN THE CITY OF MURFREESBORO, TENNESSEE, AND CENTRALSQUARE TECHNOLOGIES, LLC

This Amendment Two (this “Amendment”) to the CentralSquare Solutions and Support Agreement by and between the City of Murfreesboro, TN (“Customer”) and CentralSquare Technologies, LLC (“CentralSquare”) with an effective date of January 12, 2024 (“Agreement”) is entered into and effective as of the last date of signature below (“Effective Date”). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. City and Contractor may be referenced as each a “Party”, and together “Parties”.

WHEREAS, the Parties entered into the Agreement for CentralSquare’s Public Safety Enterprise software and services; and

WHEREAS, the Customer desires to further amend the agreement to include a prorated renewal for the previous new sale and ongoing maintenance costs;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

(a) Exhibit 1, Solutions(s) Support and Maintenance Fees of the Agreement is hereby amended to include prorated maintenance for Q-208219 for the period of June 25, 2025 – January 16, 2026, totaling \$4,958.05, attached hereto as Exhibit 1.

(b) Beginning January 17, 2026 – January 16, 2027, maintenance for Q-208219 shall be billed annually at \$9,246.66, with a 5% uplift applied annually, continuing through the end of the Agreement on January 2029.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

CITY MURFREESBORO, TN

CENTRALSQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

DocuSigned by:
Ron Anderson

Accepted By (Signature)

Shane McFarland

Printed Name

Ron Anderson

Printed Name

Mayor

Title

Chief Revenue Officer

Title

Date

5/23/2025

Date

APPROVED AS TO FORM

Adam F Tucker

Adam F. Tucker, City Attorney

Exhibit 1 Solution(s) Support and Maintenance Fees

Renewal Order #: Q-208219
Start Date: June 25, 2025
End Date: January 16, 2026
Billing Frequency: Yearly
Subsidiary: Trittech Software Systems

Renewal Order prepared for:
Seth Russell, Emergency Communications Director
Murfreesboro Police Department
PO Box 1139
Murfreesboro, TN 37133-1139

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	4,958.05 USD
Renewal Order Total:			4,958.05 USD

Billing Information

Payment Terms:

- a. Support and Maintenance Fees are due prior to the beginning of the next Renewal Period and annually thereafter.
- b. Annual Subscription Fees are due prior to the beginning of the next Renewal Period and annually thereafter.
- c. Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% year over year.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

Ancillary Fees:

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.



Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Renewal Order #: Q-208219
Start Date: June 25, 2025
End Date: January 16, 2026
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Seth Russell, Emergency Communications Director
Murfreesboro Police Department
PO Box 1139
Murfreesboro, TN 37133-1139

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WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	4,958.05 USD
Renewal Order Total:			4,958.05 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Lease Agreement with Read To Succeed and City Schools

Department: City Schools

Presented by: Trey Duke, Director of Schools

Requested Council Action:

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

Summary

Consider approving a lease agreement with Read To Succeed for available space at the new City Schools transportation and maintenance facility.

Staff Recommendation

Approve the lease agreement with Read To Succeed as presented.

Background Information

City Schools facilitated the acquisition of the property at 910 Ridgley Road to serve as the site for a new transportation and maintenance facility. While the property was acquired for school district use, legal ownership is held by the City of Murfreesboro. MCS has initiated a lease agreement with Read To Succeed—a valued and longstanding partner whose work supports the district’s mission—to utilize unused office space on the property. Although MCS initiated the lease, the City, as the legal property owner, must serve as the official lessor. MCS respectfully requests that the City Council approve the lease agreement with Read To Succeed.

Council Priorities Served

Establish Strong City Brand

Strong community partnerships assist the schools and community in providing resources to citizens for the improvement of the city.

Fiscal Impact

Read To Succeed will pay \$1,600 per month for rent. The parties acknowledge and agree that the City, as Lessor, shall assign its right to receive such rental payments to the Board of Education.

Attachments

1. City School Board Recommendation
2. Lease Agreement with Read To Succeed

**RECOMMENDATION BY THE
MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION
ENDORING LEASE WITH READ TO SUCCEED**

WHEREAS, Murfreesboro City Schools initiated a lease arrangement for the property located at 910 Ridgely Road, Murfreesboro, TN 37127 in furtherance of its operational goals; and

WHEREAS, the district seeks to enter into a lease arrangement with Read to Succeed, a nonprofit organization committed to promoting literacy, and acknowledges the alignment between the mission of Read to Succeed and the Murfreesboro City Schools strategic plan for student and family engagement in literacy efforts; and

WHEREAS, the City of Murfreesboro holds legal title to the property and, therefore, must serve as the lessor in the proposed lease agreement; and

WHEREAS, the Board wishes to provide a formal recommendation to the Murfreesboro City Council in support of the lease, given the Board's role in initiating the lease and the intended educational benefit to the district and broader community;

NOW, THEREFORE, BE IT RECOMMENDED THAT the Murfreesboro City School Board supports the proposed lease agreement between the City of Murfreesboro and Read to Succeed and recommends its approval by the Murfreesboro City Council.

Approved this 27th day of May, 2025.

CHAIRMAN OF THE BOARD



Butch Campbell

DIRECTOR OF SCHOOLS



Bobby N. Duke, III

THIS INSTRUMENT PREPARED BY:
Macey Woldt and Lauren Bush
Office of the City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
(615) 849-2616

LEASE AGREEMENT

This Lease Agreement made and entered into on _____, by and between **CITY OF MURFREESBORO**, a municipal corporation organized pursuant to the laws of the state of Tennessee and located in Rutherford County, hereinafter referred to as "Lessor," on behalf of Murfreesboro City Schools, hereinafter referred to as "MCS," and **READ TO SUCCEED, INC.**, a non-profit Tennessee corporation, with its principal office currently at 415 North Maple Street, Murfreesboro, Tennessee, hereinafter referred to as "Lessee":

W I T N E S S E T H:

Subject to the terms and conditions hereinafter set forth, Lessor lets and leases unto Lessee and Lessee hereby accepts as tenant of said Lessor, the vacant office space, located at 910-A Ridgely Road, in the 13th Civil District of Rutherford County and in the City of Murfreesboro, Tennessee. Read to Succeed shall utilize the Premises for the purpose of serving the community through a literacy program for adults and children, and shall remain duly registered with the Tennessee Secretary of State's Office as a charitable organization pursuant to Tennessee Code Annotated 48-101-506.

1. The term of the Lease shall be for one year, from July 1, 2025, to June 30, 2026 (the "Initial Lease Term"). The parties may extend the Lease for additional one-year terms by mutual written agreement.
2. The monthly rent shall be \$1,600.00 per month, payable on or before the first day of each month during the Initial Lease Term. The parties acknowledge and agree that the City, as Lessor, shall assign its right to receive such rental payments to MCS. Such assignment shall not relieve Lessee of its obligation to pay rent in accordance with this Lease, and the monthly rent shall constitute full and sufficient consideration to support this Lease for all legal and contractual purposes.
3. This Lease for office space also includes nonexclusive access to the loading dock area for large shipments, subject to any reasonable rules and scheduling requirements established by MCS.
4. For the Initial Lease Term, the monthly rental fee shall include electric, gas, and water utilities. At least sixty (60) days prior to the expiration of the Initial Lease Term and any subsequent terms, the Lessor may assess utility usage and adjust rental fees and amend this Lease Agreement if utility usage is found to be in the excess and necessitates adjustments to the Lease. Lessee shall be responsible for any internet and phone services, custodial cleaning services for Lessee's rented office space, and security systems/cameras within the rented space.
5. The Lessee shall maintain commercial liability insurance providing coverage for bodily injury, property damage, and personal injury with a combined single limit of not less than one million dollars (\$1,000,000). Such policy shall be written or endorsed to: (a) name the Lessor and MCS as additional insureds; (b) stipulate that the insurance afforded will be primary insurance and that any insurance maintained or participated in by the Additional Insureds will be excess and not contributory to the liability insurance furnished by Lessee; and (c) include a severability of interest clause. Lessee further hereby waives all rights of subrogation under all policies against the City, MCS, and their agents or employees for losses or damages covered by any policy of insurance. Annually, Lessee shall provide Lessor a copy of the insurance certificate and endorsement naming Lessor and MCS as additional insureds. Lessee shall provide Lessor with a copy of such insurance policy upon request. Notwithstanding the foregoing, Lessor may require Lessee to maintain minimum liability limits greater than One Million Dollars as provided herein, upon review by Lessor annually upon renewal based upon the Consumer Price Index for Cost of Living and other relevant factors bearing upon the subject of liability insurance.

6. The Lessee shall maintain worker's compensation insurance on all employees, if required by law and shall assure that employees of any partner or subtenant organizations are likewise covered by workers' compensation if required by law. If workers' compensation insurance is not required by law, Lessee shall ensure that its employees or volunteers, and the employees and volunteers of any partner or subtenant organizations, are covered by appropriate insurance covering accidental injury suffered while on or about the Premises.
7. The Lessor shall maintain fire and casualty insurance on the building. Lessee shall be solely responsible for providing fire, casualty, and/or other such insurance in appropriate amounts on personal property, furnishings, and/or other building contents.
8. The Lessor shall be responsible for general maintenance, including but not limited to, maintaining the roof, the structural exterior walls, and any exterior cameras on the perimeter of the property. All other maintenance and repairs shall be at the expense of the Lessee. MCS shall be responsible for all mechanical, electrical, heating and air-conditioning, equipment, appliances, and plumbing. In the event maintenance or repairs are required, Lessor shall perform an inspection and provide a deadline to Lessee for time to complete the work.
9. The Lessee shall continue to satisfy the purposes set forth in its Charter for Non-Profit Corporation filed with the Secretary of State of Tennessee on January 3, 1980, and shall satisfy the requirements of an 25 U.S.C. § 501 (c)(3) corporation. Any deviation will be treated as a breach of this Lease Agreement. In addition, the Lessee shall make its books and records available to the City of Murfreesboro at all reasonable times. The Lessee shall submit its proposed budget annually and also an exact statement of its actual operating expenses for the previous year.
10. Lessee shall remain duly registered with the Tennessee Secretary of State's Office as a charitable organization pursuant to Tennessee Code Annotated § 48-101-506 throughout the term of this Lease Agreement. In the event such registration is suspended, revoked, or otherwise not maintained in good standing, the City reserves the right to immediately terminate this Lease Agreement.
11. The Lessee covenants and agrees that it will not otherwise sublet any part of the Leased Premises, or assign the Lease or any part thereof, without the prior written consent of Lessor.
12. Lessee hereby covenants and agrees that it will not discriminate against any person on any unlawful basis, including but not limited to race, religion, national origin, age, sex, or disability, and that its programs and services comply with the Americans with Disability Act. Lessee further covenants and agrees that it will ensure that Lessee's contractors and organizations with which Lessee partners likewise will abide by this provision.
13. Lessee agrees that all alterations and all activities shall be in conformity with the Americans with Disabilities Act.
14. Lessee shall have the right, at Lessee's cost and expense, to paint the walls and floors located in Lessee's rented office space. Lessee shall be responsible for prepping the walls and floors for painting. Lessee must receive prior written approval from Lessor for the type of paint prior to purchasing any paint, which approval will not be unreasonably withheld. Lessee is not permitted to make any other alteration or additions to the building or rented office space, or conduct any demolition of walls, install dividing wall, or conduct any other type of permanent construction. Such alterations and additions shall be in accord with the laws, rules and regulations of applicable governmental authority or any agency thereof and Americans with Disabilities Act as provided in the paragraph 12.
15. Lessor shall have the right to inspect the Property. Lessee shall provide the Lessor a copy of inspections performed by the State of Tennessee or other governing body within 30 calendar days of receipt, providing evidence of compliance, correction action taken or planned by the abatement date indicated on the notice.
16. The Lessee shall provide maintenance and inspection reports to include:
 - a. Quarterly inspections completed by Lessee;

- b. Facility budget and record of expense for repairs and improvements;
 - c. Maintenance activity checklists (completed, required/scheduled for completion, & future needs)
17. The Lessee shall provide basic termite/pest control protection to the Structure. Basic termite/pest control shall encompass an annual termite inspection with treatment as needed and pest control as needed.
18. The Lessee covenants and agrees as follows:
- a. To indemnify Lessor against, and to hold Lessor free and harmless from loss from, each and every claim and demand of whatever nature, made on behalf of Lessee or any other person or persons, for any wrongful or negligent act or omission on the part of Lessee, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions;
 - b. That no signs or advertising may be erected or posted on the above-described Property without the prior written approval of Lessor and that any signage erected with Lessor's approval shall comply with the City of Murfreesboro Sign Ordinance;
 - c. To observe and obey all rules, regulations, and procedures promulgated by Lessor;
 - d. To Follow all rules and regulations of the State Fire Marshall's Office, the Murfreesboro Fire Department, the City of Murfreesboro, and the Rutherford County Health department while utilizing the kitchen on these Premises.
 - e. Lessee agrees and understands that no children under the age of eighteen (18), including children of Lessee's employees, shall be allowed in the kitchen at any time.
19. The Lessee shall provide the Lessor, upon request, access to any and all records of Lessee relative to this Agreement, and shall respond to the Lessor's requests for information, as necessary for Lessor to verify and/or determine Lessee's compliance with the terms of this Lease Agreement and Lessee shall provide copies of same to Lessor if necessary.
20. Either Party may terminate the Lease Agreement, with thirty (30) days' written notice. Termination may result from a Party's failure to abide by the terms of this Lease Agreement. In the event of a breach of the Lease Agreement, the non-breaching Party may, but is not required to, give the breaching Party an opportunity to timely correct the default. In the event the breaching Party defaults in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from the non-breaching Party, the non-breaching Party at its option may at once terminate this Lease by written notice to the breaching Party, whereupon this Lease shall end.
21. Upon termination or expiration of this Lease, Lessee shall peaceably surrender to Lessor the Property in as good order and condition as when received, reasonable use and wear thereof (and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Lessee has no control or acts for which Lessor is responsible pursuant to this Lease), excepted. Upon expiration or termination of the Lease, improvements made to the Property shall revert to Lessor. Notwithstanding the above, Lessee shall have the right to remove any trade fixtures from such Property, subject to Lessee's obligation to repair any damage to the Property resulting from such removal.
22. The Lessee shall provide an authorized person to be the point of contact for the Lessor and such person shall be responsible for updating the Lessor with any changes relative to the officers of the Lessee, addresses, telephone numbers, etc.
23. If the Property becomes unusable or the Lessor discontinues operations, then the Lessor has no obligation to provide substitute space for Lessee's use.
24. Time is of the essence of this Lease Agreement. The provisions, covenants, agreements, and conditions of this Lease shall be binding upon and/or shall inure to the benefit of Lessor and Lessee, their successors and assigns.

25. If Lessee remains in possession of the premises after the expiration of the term hereof or any extension thereof, Lessee shall be a tenant at will and there shall be no automatic renewal of this Lease by operation of law.

26. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To Lessor at:
City of Murfreesboro
Attention: City Manager
111 West Vine Street
Murfreesboro, TN 37130

To Lessee at:
Read to Succeed
c/o Jolene Radnoti, Executive Director
415 North Maple Street
Murfreesboro, TN 37130

To MCS at:
Murfreesboro City Schools
Attention: Director of Schools
2552 South Church Street
Murfreesboro, TN 37127

27. This Lease contains the entire agreement of the Parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein, shall be of any force or effect.

28. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall insure to the benefit of the Lessor and the Lessee, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and date first above written.

CITY OF MURFREESBORO

READ TO SUCCEED, INC.

By: _____
Mayor Shane McFarland

By: _____
Jolene Radnoti, Executive Director

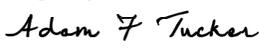
ATTEST:

Erin Tucker, City Recorder

Murfreesboro City Schools

By: _____
Director Bobby N. Duke, III

The foregoing Lease Agreement
approved as to form, on
6/2/2025

Signed by:


43A2035E51F9401...
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provides the best pricing for the Department.

Fiscal Impacts

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY25 operating budget.

Attachments

Asphalt Purchases Report

**OPERATIONS & MAINTENANCE
ASPHALT QUOTES | FY 2024**

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$86.50	
Aug	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Sep	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Oct	\$77.77	\$94.21	\$79.60	\$85.97	\$72.90	\$83.70	
Nov	\$77.77	\$94.21	\$79.60	\$85.97	\$72.58	\$83.27	
Dec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Feb	\$72.35	\$86.18	\$0.00	\$0.00	\$0.00	\$0.00	
Mar	\$72.35	\$86.18	\$78.00	\$84.00	\$75.51	\$86.19	
Apr	\$72.35	\$86.18	\$78.00	\$84.00	\$75.51	\$86.19	
May	\$72.35	\$86.18	\$78.00	\$84.00	\$75.51	\$86.19	
Jun							

**OPERATIONS & MAINTENANCE
ASPHALT PURCHASES 2025**

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/10	D Hughes	Vulcan	411E	\$86.50	10.10	\$873.65	\$873.65
7/10	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$1,749.90
7/10	D Hughes	Vulcan	411E	\$86.50	9.63	\$833.00	\$2,582.90
7/9	D Hughes	Vulcan	411E	\$86.50	10.16	\$878.84	\$3,461.74
8/27	D Hughes	Vulcan	411E	\$86.50	14.09	\$1,218.79	\$4,680.53
9/6	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$5,556.78
9/6	D Hughes	Vulcan	411E	\$86.50	12.38	\$1,070.87	\$6,627.65
9/11	D Hughes	Vulcan	411E	\$86.50	14.52	\$1,255.98	\$7,883.63
9/13	D Hughes	Vulcan	Binder	\$75.00	12.73	\$954.75	\$8,838.38
9/13	D Hughes	Vulcan	Binder	\$75.00	15.60	\$1,176.75	\$10,015.13
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$10,639.88
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$11,264.63
10/22	D Hughes	Hawkins	411E	\$85.97	79.72	\$6,853.53	\$18,118.16
3/25	D Hughes	Vulcan	307BM	\$78.00	12.28	\$957.84	\$19,076.00
3/27	D Hughes	Vulcan	411E	\$89.50	15.76	\$1,410.52	\$20,486.52
4/10	D Hughes	Vulcan	307BM	\$78.00	19.00	\$1,482.00	\$25,300.68
4/11	D Hughes	Vulcan	307BM	\$78.00	21.50	\$1,677.00	\$22,163.52
4/11	D Hughes	Vulcan	307BM	\$78.00	21.22	\$1,655.16	\$23,818.68
4/14	D Hughes	Vulcan	307BM	\$78.00	20.76	\$1,619.28	\$26,919.96
4/14	D Hughes	Vulcan	307BM	\$78.00	18.57	\$1,448.46	\$28,368.42
4/14	D Hughes	Vulcan	307BM	\$78.00	20.20	\$1,575.60	\$31,319.64
4/14	D Hughes	Vulcan	307BM	\$78.00	10.95	\$854.10	\$32,173.74
4/18	D Hughes	Vulcan	411E	\$89.50	15.37	\$1,375.62	\$29,744.04
4/22	D Hughes	Vulcan	307BM	\$78.00	20.37	\$1,588.86	\$33,762.60
4/22	D Hughes	Vulcan	307BM	\$78.00	13.68	\$1,067.04	\$34,829.64
4/22	D Hughes	Vulcan	307BM	\$78.00	19.39	\$1,512.42	\$36,342.06
4/22	D Hughes	Vulcan	307BM	\$78.00	19.15	\$1,493.70	\$37,835.76
4/23	D Hughes	Vucan	307BM	\$78.00	22.56	\$1,759.68	\$39,595.44

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Third Amendment to Renew Memorandum of Understanding with MTSU for Stormwater Education Services

Department: Stormwater

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider an extension of MOU with MTSU for public education related to the prevention of stormwater pollution for FY26.

Staff Recommendation

Approve amendment to renew MOU with MTSU. The Water Resources Board recommended approval of this matter on May 27, 2025.

Background Information

Since 2012, the City and MTSU’s MOU has allowed MTSU to assist the City with educating and involving the community in stormwater pollution prevention. This assistance has proven valuable with more specific educational requirements introduced in the current stormwater discharge permit.

Staff and MTSU meet annually to plan education projects and events for the upcoming year. Thereafter, activities are evaluated monthly for effectiveness. Projects range from stream clean ups to the education of specific audiences such as landscapers, automotive businesses, HOA’s, and students.

Council Priorities Served

Establish strong City brand

Increasing the knowledge of residents, students, and employees of local businesses in stormwater pollution and prevention ensures healthy streams and a strong City brand.

Fiscal Impact

The expense, or \$52,000, will be funded by the FY26 Stormwater Utility Fund.

Attachments

Third MOU renewal amendment for 2025-26

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND
MIDDLE TENNESSEE STATE UNIVERSITY**

This Amendment to the Memorandum of Understanding (MOU), MTSU Contract Number C23-0005 between the City of Murfreesboro, Tennessee and Middle Tennessee State University shall be effective July 1, 2025 through June 30, 2026.

The Amendment serves to renew the Memorandum of Understanding for the term stated above; all other terms and conditions of the MOU remain unchanged and are hereby ratified and affirmed.

City of Murfreesboro

Middle Tennessee State University

By: _____
Shane McFarland, Mayor

By:  _____
for Alan R. Thomas, Vice President
Business and Finance

Digitally signed by Alan R. Thomas, Vice President
for Business and Finance, acting for and on behalf
of Middle Tennessee State University
Date: 2025.05.12 19:57:55 -05'00'

Date: _____

Date: _____

Approved as to form:

By: 
Adam Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: WRRF Wet Weather Upgrades Change Order No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider a change order for time extension and a contingency allowance for construction changes associated with the WRRF Wet Weather Upgrades.

Staff Recommendation

Approve Change Order No. 1. The Water Resources Board recommended approval of this matter on May 27, 2025.

Background Information

MWRD began designating funds within the Working Capital Reserves for this project in FY20. Bids were received July 2, 2024, and staff received a recommendation of award from SSR. In September of 2024, the Council approved the contract for construction with Reeves Young.

Change Order No. 1 includes work outside the original scope of services in the contract. Changes to the new UV influent foundation are required due to the soils discovered during excavation. The independent testing firm, TTL, recommended that the soil materials be removed down to bedrock. Excavating to bedrock would destabilize the fill material and put the structure at risk of failure. TTL, SSR, and Reeves Young agree that revising the design to include micropiles is the most cost-effective approach to mitigate this risk. The costs associated with this work will be paid out of contingencies within the contract and will not increase the contract price.

Council Priorities Served

Expand infrastructure

These upgrades increase the wet weather capacity at the WRRF from 60 to 80 million gallons per day.

Fiscal Impact

The Change Order only affects the contract time, 30-day extension. The expense, or \$54,000, will be funded through the owner's contingency allowance for the project.

Attachments

Change Order No. 1



Change Order No. 001

Date Issued for Approval	May 20, 2025	Effective Date:	Date of Execution
Project:	MWRRF Wet Weather Upgrades	Contract No.:	N/A
Owner:	City of Murfreesboro, Tennessee	Owner Project No.:	N/A
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	2141020.0
Contractor:	Reeves Young	Government Project No.:	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change (Including Location and Reasons Therefore):

Changes to the new UV influent box foundation are required due to the poor soils found after Reeves Young completed limited excavation. Reeves Young will need to add micropiles for structural support under the new UV influent box. This Change Order covers only the time extension required for this work including mobilization, proof testing, micropiles, and possible changes to reinforcing steel.

Enclosures and References: See attached RFI 007 from Reeves Young.

	AMOUNT		CONTRACT TIME
Original Contract Price	N/A	Substantial Completion Date Prior to this Change Order	April 27, 2026
Contract Price Prior to this Change Order	N/A	Ready for Final Payment Date Prior To this Change Order	May 27, 2026
Net Amount This Change Order	N/A	Net Time This Change Order	30 days
Revised Contract Price	N/A	Revised Substantial Completion Date	May 27, 2026
		Revised Ready for Final Payment Date	June 26, 2026

Remarks:

- The party initiating the change order request is: Contractor Owner Engineer
- Does this change order:
 - Affect the work of other contractors? Yes No
 - Require additional work by other contractors? Yes No
 - Constitute entire cost of the change? Yes No

Agreement:

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the Contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

Recommended for Approval by Engineer:

By: Brian Martin, P.E. Brian D. Martin 5/20/25
 Sr. Civil Engineer/Engineer of Record Authorized Signature Date
 (print name and title)

Accepted by Contractor:

By: Benjamin Hanson, PE, Senior Project Manager Benjamin Hanson 5/27/2025
 (print name and title) Authorized Signature Date

REEVES + YOUNG

45 Peachtree Industrial Blvd, N.W.
 Sugar Hill, GA 30518
 (770) 271-1159 • Fax (770) 271-5856

Request for Information

Project : Murfreesboro Phase 4 Upgrades
 General Contractor: Reeves Young
 Attention: SSR
 Reference Drawing: DD1.1-10
 Reference Detail: _____
 Spec. Section: _____

RFI Number: 007
 Request Date: 23 APR 2025
 Response Requested By: 2 MAY 2025

Reason for Request:	
<input type="checkbox"/> Insufficient Information	<input type="checkbox"/> Alternative Proposal
<input type="checkbox"/> Engineering Conflict	<input checked="" type="checkbox"/> Other

Action Requested:	
<input type="checkbox"/> Clarification	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Direction	

Probable Effect:		
<input checked="" type="checkbox"/> Increased Cost	<input checked="" type="checkbox"/> Increased Time	<input type="checkbox"/> Unknown
<input type="checkbox"/> Decreased Cost	<input type="checkbox"/> Decreased Time	<input type="checkbox"/> None

Note: No overall increased contract cost, however, \$54,000 will be deducted from the Contingency Allowance.

Information Requested:

Upon initial excavation of the area for the new UV chamber, it was discovered that the existing sub grade consists of primarily 57 stone. After consulting TTL, their recommendation was to dig to bedrock and replace the sub grade with shot rock (See attached TTL Field Report). Excavating this area down to bedrock will create issues with undermining the existing UV structure and 60" DIP, as we currently do not know the depth of bedrock. Reeves Young explored and additional 5-6 feet below the foundation elevation of the existing UV Structure and did not encounter any bedrock. Reeves Young proposes the use of micropiles in lieu of digging to bedrock and replacing with shot rock. The installation of micropiles will prevent the undermining of existing structures and establish an anchored foundation into bedrock. Please advise if this will be acceptable and provide structural loading information for the design of micropiles.

Submitted By: Drew Ledford

Recommendation:

- Submitted By: _____
- Proceed with Recommended Solution
 - Proceed with these Instructions

DATE	DESCRIPTION

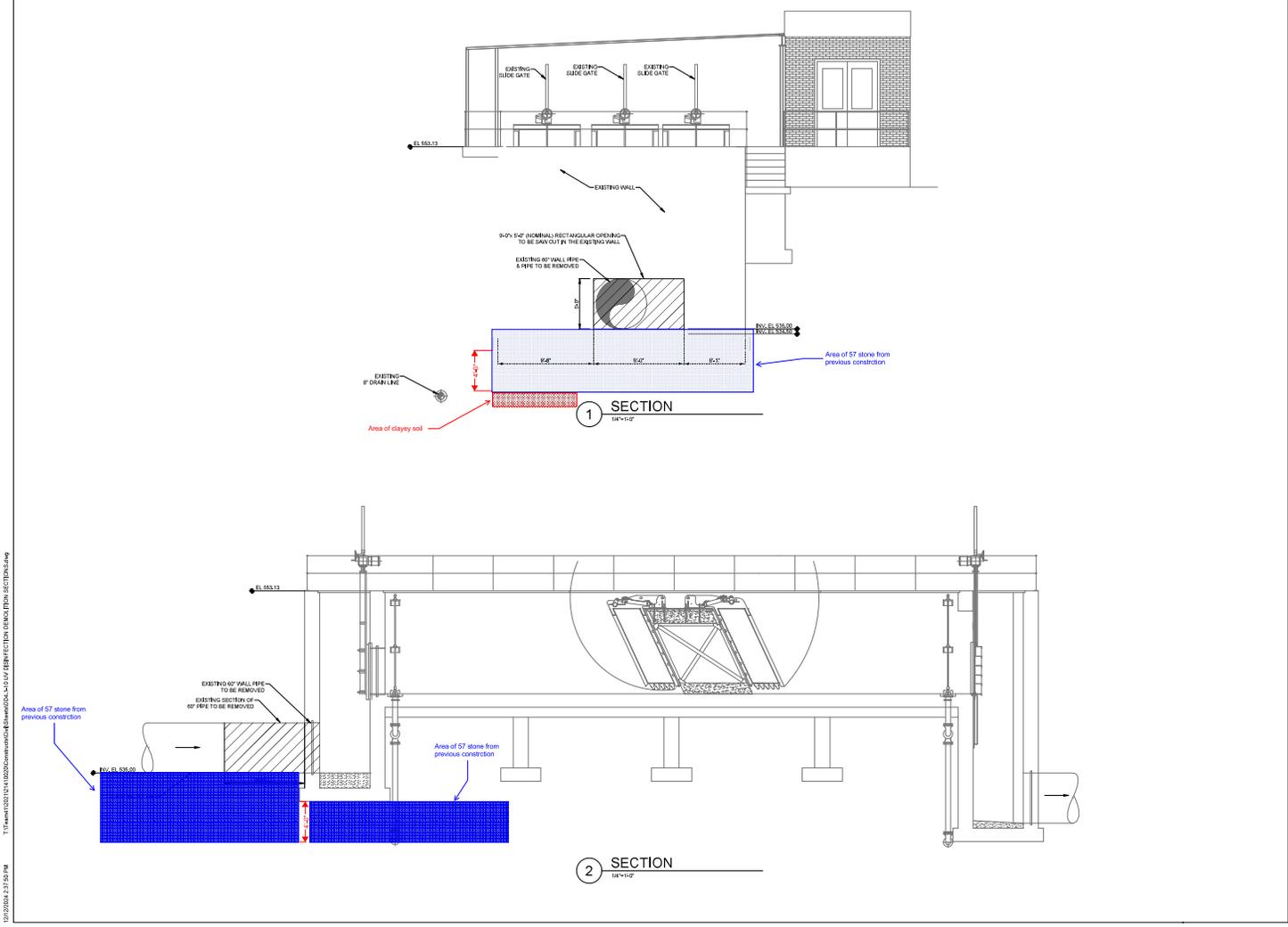
MURFREESBORO WATER RESOURCES DEPARTMENT
 WATER RESOURCE RECOVERY FACILITY
 PHASE 4F - WET WEATHER UPGRADES

DESIGNED	JR
CHECKED	JW
DATE	02/20/24

SHEET # 2
 UV DISINFECTION
 DEMOLITION SECTIONS

DATE	DECEMBER 2024
PROJECT	21410020
CONFORMED SET	
REVISED	
DD4-1-10	

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Daily Observation Report

Nashville
 624 Grassmere Park
 Suite 14
 Nashville, TN 37211
 Phone: 615-331-7770

Client:
 Murfreesboro Water Resources Department
 300 NW Broad St.
 Murfreesboro, TN 37130

Project:
 000240803304.00
 Murfreesboro Water Resources Department -
 Phase 4F - Wet Weather Upgrades
 2032 Blanton Drive
 Murfreesboro, TN 37129

Activity

Activity Date:	04/15/2025	Discipline:	Foundations
Technician:	Rogers, Daven	Category:	Continuous Footings
Weather:	Sunny	Location:	Building Exterior - Footing
Temperature (°F):	68		
Location Details:	UV Disinfectant Addition		
	<ul style="list-style-type: none"> • Foundation Bearing Materials Review at the Proposed Addition 		

Description of Work Completed

Determination: No Discrepancy

Description:
 TTL representatives Daven Rogers and Mark Herrmann, PE arrived on-site this day, at the request of Mr. Drew Ledford (Reeves-Young), to observe foundation bearing materials on the east side of the existing UV Disinfection Building in the vicinity of where the proposed addition will be constructed. Upon arrival, the contractor had already exposed the side wall and foundation of the existing structure. Information provided by Reeves-Young and visual observations revealed that No. 57 stone was used to backfill the building and apparent over blasted zone below the existing structure. An additional excavation approximately 10-feet east of the existing structure revealed the presence of about 5-feet of No. 57 stone and about 1 foot of wet, clayey soil with mixed limestone fragments below the foundation elevation. Due to the reach of the excavator being used, additional depth could not be achieved at this time.

Also while on-site, we were asked to provide a recommendation about foundation bearing materials, specifically related to shot rock fill. Due to the designed bearing pressure of 5,000psf, and the limited test pit information gathered from today, we recommend excavating down to bedrock below the proposed foundations and backfilling up to bottom of footing grade using clean, well-graded limestone shot rock consisting of particle sizes 10-inches and down. Due to the amount of No. 57 stone observed beneath the existing structure; shoring, underpinning, or other forms of stabilization of the existing structure may be required to reduce undermining during construction. If this approach is not feasible, another option would be to design the new addition using a deep foundation system, such as micropiles, to support the new foundations.

Photos of today's observations are attached below for reference.

Tests Performed: Visual Observation
 Probing



Daily Observation Report

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
Murfreesboro Water Resources Department
300 NW Broad St.
Murfreesboro, TN 37130

Project:
000240803304.00
Murfreesboro Water Resources Department -
Phase 4F - Wet Weather Upgrades
2032 Blanton Drive
Murfreesboro, TN 37129



Description:
Existing UV Disinfectant Building.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Description:
East wall of existing UV Disinfectant Building.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Daily Observation Report

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
Murfreesboro Water Resources Department
300 NW Broad St.
Murfreesboro, TN 37130

Project:
000240803304.00
Murfreesboro Water Resources Department -
Phase 4F - Wet Weather Upgrades
2032 Blanton Drive
Murfreesboro, TN 37129



Description:
No. 57 stone observed as backfill and
below the existing structure.

Date Taken: 04/15/2025

Photographer: Rogers, Daven

REEVES + YOUNG

45 Peachtree Industrial Blvd, N.W.
 Sugar Hill, GA 30518
 (770) 271-1159 • Fax (770) 271-5856

Request for Information

Project : Murfreesboro Phase 4 Upgrades
 General Contractor: Reeves Young
 Attention: SSR
 Reference Drawing: DD1.1-10
 Reference Detail: _____
 Spec. Section: _____

RFI Number: 007
 Request Date: 23 APR 2025
 Response Requested By: 2 MAY 2025

Reason for Request:	
<input type="checkbox"/> Insufficient Information	<input type="checkbox"/> Alternative Proposal
<input type="checkbox"/> Engineering Conflict	<input checked="" type="checkbox"/> Other

Action Requested:	
<input type="checkbox"/> Clarification	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Direction	

Probable Effect:		
<input checked="" type="checkbox"/> Increased Cost	<input checked="" type="checkbox"/> Increased Time	<input type="checkbox"/> Unknown
<input type="checkbox"/> Decreased Cost	<input type="checkbox"/> Decreased Time	<input type="checkbox"/> None

Information Requested:

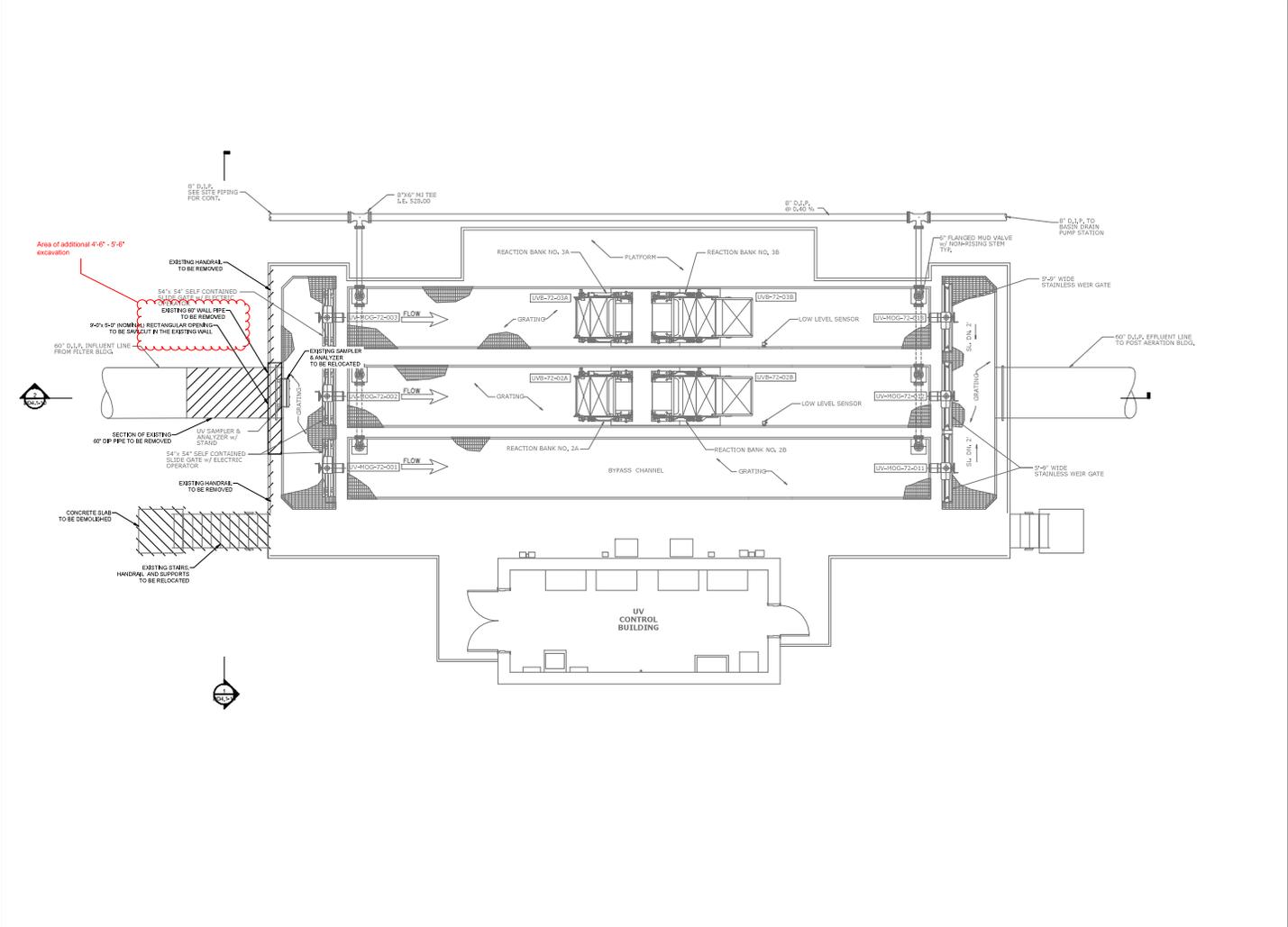
Upon initial excavation of the area for the new UV chamber, it was discovered that the existing sub grade consists of primarily 57 stone. After consulting TTL, their recommendation was to dig to bedrock and replace the sub grade with shot rock (See attached TTL Field Report). Excavating this area down to bedrock will create issues with undermining the existing UV structure and 60" DIP, as we currently do not know the depth of bedrock. Reeves Young explored and additional 5-6 feet below the foundation elevation of the existing UV Structure and did not encounter any bedrock. Reeves Young proposes the use of micropiles in lieu of digging to bedrock and replacing with shot rock. The installation of micropiles will prevent the undermining of existing structures and establish an anchored foundation into bedrock. Please advise if this will be acceptable and provide structural loading information for the design of micropiles.

Submitted By: Drew Ledford

Recommendation:

Submitted By: _____

- Proceed with Recommended Solution
- Proceed with these Instructions



DATE	DESCRIPTION

MURFREESBORO WATER RESOURCES DEPARTMENT
WATER RESOURCE RECOVERY FACILITY
PHASE 4F - WET WEATHER UPGRADES

DESIGNED BY	JR
CHECKED BY	LW
DATE	02/20/24

PROJECT # 21410020

DATE: DECEMBER 2024

PROJECT TITLE: CONFORMED SET

DATE: DD1-1-10

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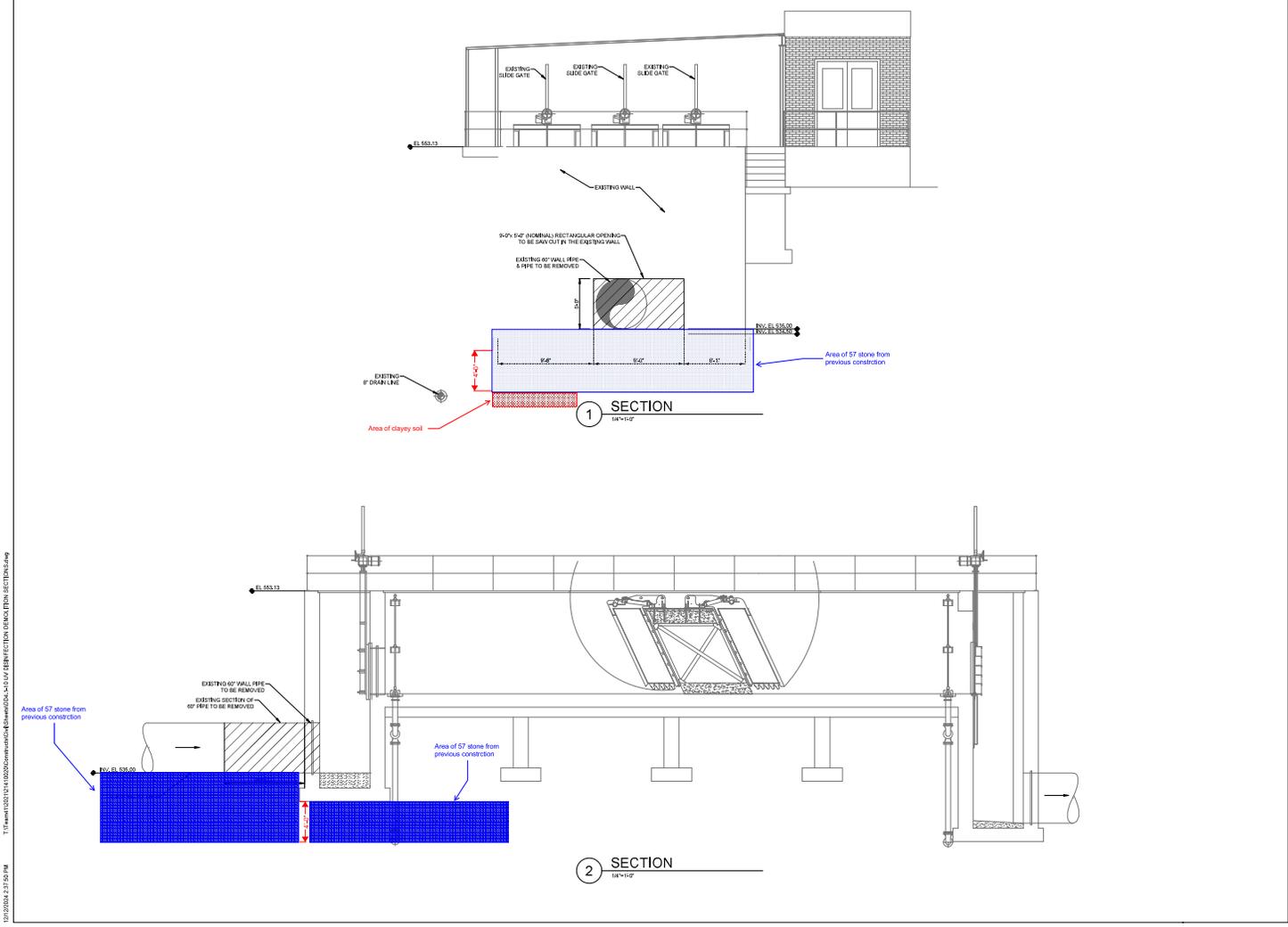
MURFREESBORO WATER RESOURCES DEPARTMENT
 WATER RESOURCE RECOVERY FACILITY
 PHASE 4F - WET WEATHER UPGRADES

DESIGNED BY	JLD
CHECKED BY	JLD
DATE	12/15/2024

SHEET # 2
 UV DISINFECTION
 DEMOLITION SECTIONS

DATE: DECEMBER 2024
 PROJECT: WRF
 CONFORMED SET
 DRAWING NO: DD4-1-10

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Daily Observation Report

Nashville
 624 Grassmere Park
 Suite 14
 Nashville, TN 37211
 Phone: 615-331-7770

Client:
 Murfreesboro Water Resources Department
 300 NW Broad St.
 Murfreesboro, TN 37130

Project:
 000240803304.00
 Murfreesboro Water Resources Department -
 Phase 4F - Wet Weather Upgrades
 2032 Blanton Drive
 Murfreesboro, TN 37129

Activity

Activity Date:	04/15/2025	Discipline:	Foundations
Technician:	Rogers, Daven	Category:	Continuous Footings
Weather:	Sunny	Location:	Building Exterior - Footing
Temperature (°F):	68		
Location Details:	UV Disinfectant Addition		
	<ul style="list-style-type: none"> • Foundation Bearing Materials Review at the Proposed Addition 		

Description of Work Completed

Determination: No Discrepancy

Description:
 TTL representatives Daven Rogers and Mark Herrmann, PE arrived on-site this day, at the request of Mr. Drew Ledford (Reeves-Young), to observe foundation bearing materials on the east side of the existing UV Disinfection Building in the vicinity of where the proposed addition will be constructed. Upon arrival, the contractor had already exposed the side wall and foundation of the existing structure. Information provided by Reeves-Young and visual observations revealed that No. 57 stone was used to backfill the building and apparent over blasted zone below the existing structure. An additional excavation approximately 10-feet east of the existing structure revealed the presence of about 5-feet of No. 57 stone and about 1 foot of wet, clayey soil with mixed limestone fragments below the foundation elevation. Due to the reach of the excavator being used, additional depth could not be achieved at this time.

Also while on-site, we were asked to provide a recommendation about foundation bearing materials, specifically related to shot rock fill. Due to the designed bearing pressure of 5,000psf, and the limited test pit information gathered from today, we recommend excavating down to bedrock below the proposed foundations and backfilling up to bottom of footing grade using clean, well-graded limestone shot rock consisting of particle sizes 10-inches and down. Due to the amount of No. 57 stone observed beneath the existing structure; shoring, underpinning, or other forms of stabilization of the existing structure may be required to reduce undermining during construction. If this approach is not feasible, another option would be to design the new addition using a deep foundation system, such as micropiles, to support the new foundations.

Photos of today's observations are attached below for reference.

Tests Performed: Visual Observation
 Probing



Daily Observation Report

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
Murfreesboro Water Resources Department
300 NW Broad St.
Murfreesboro, TN 37130

Project:
000240803304.00
Murfreesboro Water Resources Department -
Phase 4F - Wet Weather Upgrades
2032 Blanton Drive
Murfreesboro, TN 37129



Description:
Existing UV Disinfectant Building.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Description:
East wall of existing UV Disinfectant Building.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Daily Observation Report

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
Murfreesboro Water Resources Department
300 NW Broad St.
Murfreesboro, TN 37130

Project:
000240803304.00
Murfreesboro Water Resources Department -
Phase 4F - Wet Weather Upgrades
2032 Blanton Drive
Murfreesboro, TN 37129



Description:
No. 57 stone observed as backfill and
below the existing structure.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Change Control Form No. 001

Date Issued:	May 23, 2025	Project:	MWRRF Wet Weather Upgrades
Project No.:	21-41-002.0	Contractor:	Reeves-Young
This Document is a:	<input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive		
Description and Purpose of Change <i>(attach necessary supporting documentation):</i>			
Changes to the new UV influent box foundation are required due to the poor soils found after RY completed limited excavation. RY will need to add micropiles for structural support under the new UV influent box. This CCF covers the anticipated cost for mobilization, proof testing, micropiles, and possible changes to reinforcing steel.			
Initiated By:	<input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative		
Drawing(s) Reference:	See Drawings with RFI 007	Spec. Reference:	N/A
RFI Reference:	RFI 007	Date of RFI:	April 23, 2025
Attachments:	RFI 007		
REQUEST FOR PROPOSAL/CHANGE REQUEST			
Contractor agrees to perform Work or make Claim described above for following change(s) in Contract Price and/or Contract Time:			
<input checked="" type="checkbox"/> No Change in Contract Price is Required. \$54,000 will be deducted from the Contingency Allowance. <input type="checkbox"/> A Change in Contract Price is Required:			
<input type="checkbox"/> No Change in Contract Time is Required. <input checked="" type="checkbox"/> A Change in Contract Time is Required: 30 days			
WORK CHANGE DIRECTIVE			
Contractor is hereby directed to promptly proceed to make changes to Work as described in this Change Control Form. Any change in Contract Price or Contract Time shall be determined in accordance with General Conditions. Effective date of this Work Change Directive shall be date of Owner's signature below unless noted otherwise.			
FIELD ORDER			
Contractor is hereby directed to promptly perform proposed Work described in this Change Control Form, which is issued in accordance with General Conditions, for minor changes in Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, notify Engineer immediately and submit a Change Proposal for approval before proceeding with proposed Work. Effective date of this Field Order shall be date issued unless noted otherwise.			
AUTHORIZING SIGNATURES			
ENGINEER: (Smith Seckman Reid, Inc.)	CONTRACTOR: (Reeves-Young)	OWNER: (City of Murfreesboro)	RESIDENT PROJECT REPRESENTATIVE:
			
Brian Martin, P.E. Sr. Civil Engineer/EOR	Benjamin Hanson, PE, Senior Project Manager	Shane McFarland Mayor	Jason Henderson Senior RPR
(print name and title)	(print name and title)	(print name and title)	(print name and title)
Date: <u>5/23/2025</u>	Date: <u>5/27/2025</u>	Date: _____	Date: <u>5/27/2025</u>
Signed by: _____ APPROVED AS TO FORM:  Adam Tucker, City Engineer			

REEVES + YOUNG

45 Peachtree Industrial Blvd, N.W.
 Sugar Hill, GA 30518
 (770) 271-1159 • Fax (770) 271-5856

Request for Information

Project : Murfreesboro Phase 4 Upgrades
 General Contractor: Reeves Young
 Attention: SSR
 Reference Drawing: DD1.1-10
 Reference Detail: _____
 Spec. Section: _____

RFI Number: 007
 Request Date: 23 APR 2025
 Response Requested By: 2 MAY 2025

Reason for Request:	
<input type="checkbox"/> Insufficient Information	<input type="checkbox"/> Alternative Proposal
<input type="checkbox"/> Engineering Conflict	<input checked="" type="checkbox"/> Other

Action Requested:	
<input type="checkbox"/> Clarification	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Direction	

Probable Effect:		
<input checked="" type="checkbox"/> Increased Cost	<input checked="" type="checkbox"/> Increased Time	<input type="checkbox"/> Unknown
<input type="checkbox"/> Decreased Cost	<input type="checkbox"/> Decreased Time	<input type="checkbox"/> None

Note: No overall increased contract cost, however, \$54,000 will be deducted from the Contingency Allowance

Information Requested:

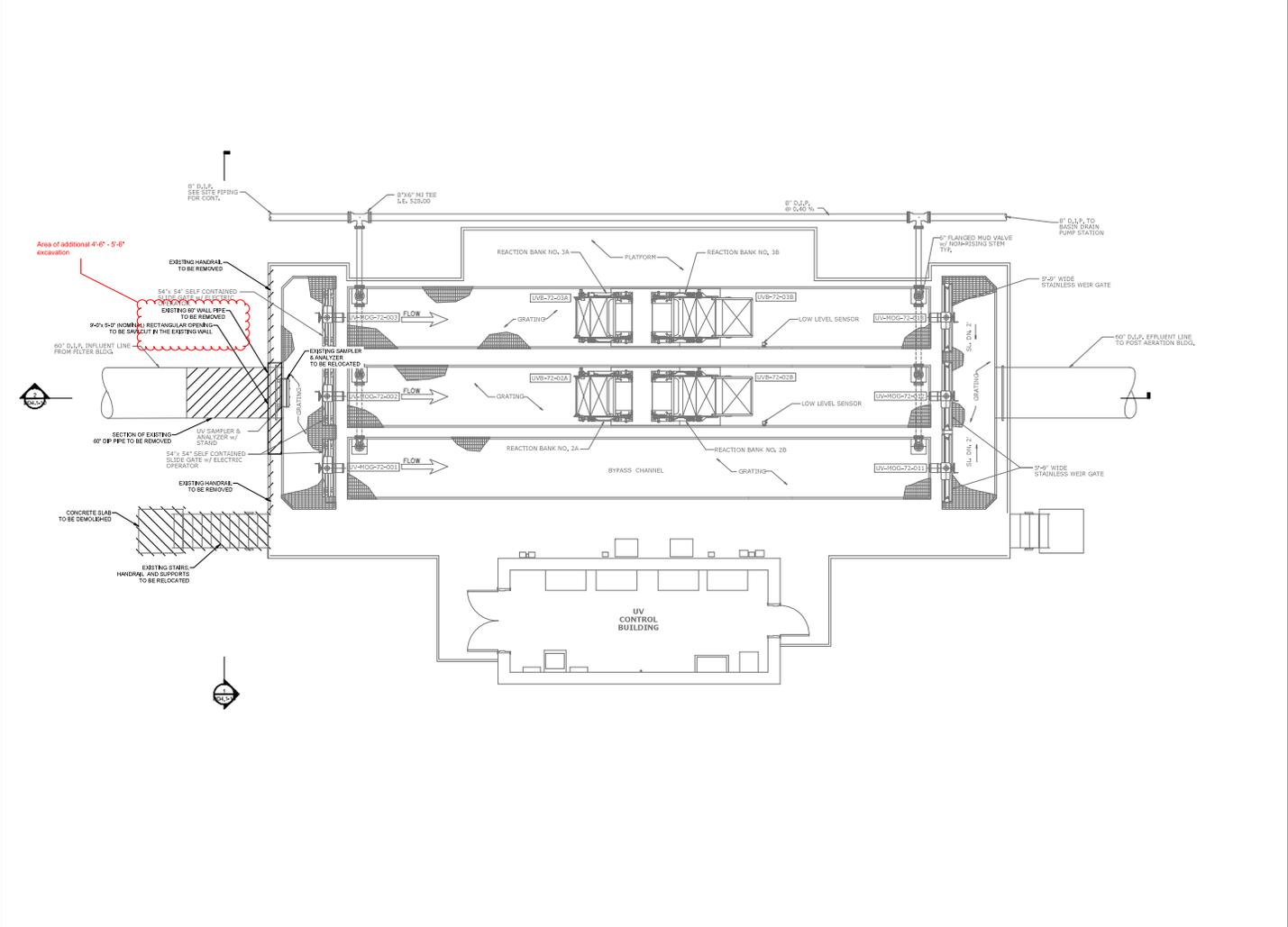
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Submitted By: Drew Ledford

Recommendation:

Submitted By: _____

- Proceed with Recommended Solution
- Proceed with these Instructions



DATE	DESCRIPTION

MURFREESBORO WATER RESOURCES DEPARTMENT
WATER RESOURCE RECOVERY FACILITY
PHASE 4F - WET WEATHER UPGRADES

DESIGNED BY	JR
CHECKED BY	LW
DATE	02/20/24

PROJECT
UV DISINFECTION UPPER LEVEL DEMOLITION PLAN
 SHEET NO.
DD1.1-10

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DATE	DESCRIPTION

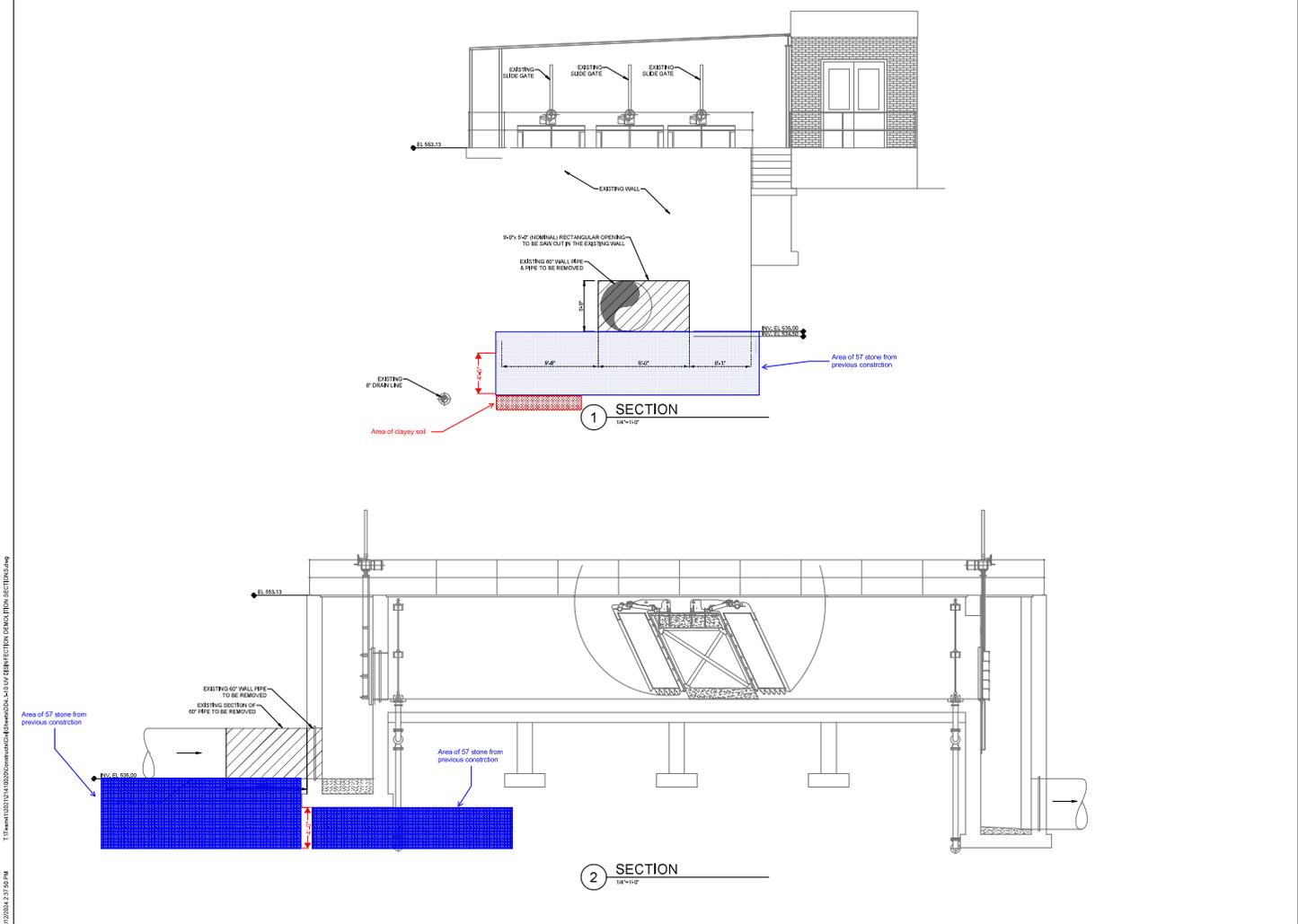
MURFREESBORO WATER RESOURCES DEPARTMENT
 WATER RESOURCE RECOVERY FACILITY
 PHASE 4F - WET WEATHER UPGRADES

DESIGNED	JR
CHECKED	JW
DATE	02/20/24

SHEET # 2
 UV DESINFECTION
 DEMOLITION SECTIONS

DATE
 DECEMBER 2024
 PROJECT # 21410020
 CONFORMED SET
 SHEET NUMBER
 DD4-1-10

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Daily Observation Report

Nashville
 624 Grassmere Park
 Suite 14
 Nashville, TN 37211
 Phone: 615-331-7770

Client:
 Murfreesboro Water Resources Department
 300 NW Broad St.
 Murfreesboro, TN 37130

Project:
 000240803304.00
 Murfreesboro Water Resources Department -
 Phase 4F - Wet Weather Upgrades
 2032 Blanton Drive
 Murfreesboro, TN 37129

Activity

Activity Date:	04/15/2025	Discipline:	Foundations
Technician:	Rogers, Daven	Category:	Continuous Footings
Weather:	Sunny	Location:	Building Exterior - Footing
Temperature (°F):	68		
Location Details:	UV Disinfectant Addition		
	<ul style="list-style-type: none"> • Foundation Bearing Materials Review at the Proposed Addition 		

Description of Work Completed

Determination: No Discrepancy

Description:
 TTL representatives Daven Rogers and Mark Herrmann, PE arrived on-site this day, at the request of Mr. Drew Ledford (Reeves-Young), to observe foundation bearing materials on the east side of the existing UV Disinfection Building in the vicinity of where the proposed addition will be constructed. Upon arrival, the contractor had already exposed the side wall and foundation of the existing structure. Information provided by Reeves-Young and visual observations revealed that No. 57 stone was used to backfill the building and apparent over blasted zone below the existing structure. An additional excavation approximately 10-feet east of the existing structure revealed the presence of about 5-feet of No. 57 stone and about 1 foot of wet, clayey soil with mixed limestone fragments below the foundation elevation. Due to the reach of the excavator being used, additional depth could not be achieved at this time.

Also while on-site, we were asked to provide a recommendation about foundation bearing materials, specifically related to shot rock fill. Due to the designed bearing pressure of 5,000psf, and the limited test pit information gathered from today, we recommend excavating down to bedrock below the proposed foundations and backfilling up to bottom of footing grade using clean, well-graded limestone shot rock consisting of particle sizes 10-inches and down. Due to the amount of No. 57 stone observed beneath the existing structure; shoring, underpinning, or other forms of stabilization of the existing structure may be required to reduce undermining during construction. If this approach is not feasible, another option would be to design the new addition using a deep foundation system, such as micropiles, to support the new foundations.

Photos of today's observations are attached below for reference.

Tests Performed: Visual Observation
 Probing



Daily Observation Report

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
Murfreesboro Water Resources Department
300 NW Broad St.
Murfreesboro, TN 37130

Project:
000240803304.00
Murfreesboro Water Resources Department -
Phase 4F - Wet Weather Upgrades
2032 Blanton Drive
Murfreesboro, TN 37129



Description:
Existing UV Disinfectant Building.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Description:
East wall of existing UV Disinfectant Building.

Date Taken: 04/15/2025

Photographer: Rogers, Daven



Daily Observation Report

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
Murfreesboro Water Resources Department
300 NW Broad St.
Murfreesboro, TN 37130

Project:
000240803304.00
Murfreesboro Water Resources Department -
Phase 4F - Wet Weather Upgrades
2032 Blanton Drive
Murfreesboro, TN 37129



Description:
No. 57 stone observed as backfill and
below the existing structure.

Date Taken: 04/15/2025

Photographer: Rogers, Daven

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: SSR Task Order Amendment 1 for SRWTP OSHG Improvements

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider SSR Task Order (TO) 24-41-009 Amendment 1 for on-site hypochlorite generation (OSHG) improvements at the Stones River Water Treatment Plant (SRWTP).

Staff Recommendation

Approve SSR TO 24-41-009 Amendment 1 which was approved by the Water Resources Board at the May 27, 2025 meeting.

Background Information

March 2024, SSR TO 24-41-009.00 was approved by the Board for study and report services to replace the existing OSHG system at the SRWTP. This TO was modified to provide engineering assistance to analyze the existing ChlorTec OSHG System and to validate the need to either purchase spare equipment or replace the existing system. Based upon the analysis performed as part of the original TO, SSR recommended that MWRD move forward with full replacement of their existing OSHG system.

Staff has since requested SSR’s engineering assistance to help determine which OSHG manufacturer they should have as their basis of design in the replacement of their system. This is SSR TO 24-41-009 Amendment No. 1 and will include SSR arranging three site visits to different OSHG manufacturer installations to afford an educated decision on what system to specify for replacement.

Council Priorities Served

Responsible budgeting

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

The expense, or \$37,910, for the amendment brings the total cost of the TO to \$70,350. Funding will be from the Department’s Working Capital Reserves.

Attachments

SSR Memo & Task Order 24-41-009.1

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2025
- b. Owner: City of Murfreesboro
- c. Engineer: Smith Seckman Reid, Inc (SSR)
- d. Specific Project (title): SRWTP OSHG Improvements
- e. Specific Project (description): This project sets out to complete the original scope of work as previously prescribed in Task Order No. 24-41-009.0. The original scope of work was never begun thus never completed as the original scope of work was modified following the project design kick off meeting. The original scope of work was modified to instead have SSR perform a full analysis on the existing on-site hypochlorite generation (OSHG) system to determine if the system needed to be fully replaced or partially replaced, and if and when such improvements would be required. Following the completion of the modified scope of work and the confirmation of the existing OSHG system needing to be replaced, this new task order sets out to complete a manufacturer comparison of the various OSHG manufactures. The study will ultimately determine the basis of design for the full replacement of the existing OSHG and the SRWTP.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Agreement, Paragraph 1.2) as modified below:
 - Site visits (up to three (3) visits with up to four (4) representatives from MWRD and three (3) representatives from SSR to facilities with similar OSHG technologies.
 - Prepare and submit a technical memo manufacturer comparison and recommendation report to MWRD for approval.

- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

- A. Topographical surveying services.
- B. Subsurface geotechnical exploratory services.
- C. Services associated with government funding programs.
- D. Preliminary or Final Design Services, Bidding or Negotiation Services, Construction Services, or RPR Services. These services will be provided under a separate Task Order if Owner should require these services.

4. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

 set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

- A. Delete Paragraph 3.5.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule. If additional services are requested as a result of the Study and Report Phase Services the following schedule will be adjusted to allow time for Board and Council approval of separate task order and an additional 30 days to the design schedule.

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the technical memo.	Within 100 days of the Effective Date of the Task Order.
Owner	Submit comments regarding technical memo to Engineer.	Within 10 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the revised technical memo to Owner.	Within 10 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

7. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Study and Report Phase	\$37,910.00	Hourly Not to Exceed
TOTAL COMPENSATION (lines 1.a)	\$37,910.00	
REIMBURSABLE EXPENSES *		
a. Out-of-Town Mileage	\$ 500.00	\$0.70 /mile
b. Lodging	\$1800.00	At Cost
c. Meals	\$ 1000.00	At Cost
d. External Plotting	\$0	At Cost

* Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 120 days. If the contract duration extends beyond this time, commensurate additional compensation may be required.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

8. Consultants retained as of the Effective Date of the Task Order:

A. None.

9. Attachments:

B. Detailed project understanding.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2025.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SMITH SECKMAN REID:

WITNESS:

By: 

By: 

Print Name: Andrew Johnson

Print Name: Luke Williams

Title: Principal

Title: Market Development Leader - Water

APPROVED AS TO FORM:

Signed by:


43A2035E51F9401...
City of Murfreesboro Legal Department

COUNCIL COMMUNICATION

Meeting Date: June 5, 2025

Item Title: City Council Meeting Minutes
Department: Finance
Presented by: Erin Tucker, City Recorder/ Chief Financial Officer

Requested Council Action:

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

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

Current Minutes

- May 1, 2025 (Public Comment)
- May 1, 2025 (Regular)
- May 8, 2025 (Workshop)
- May 22, 2025 (Budget Review)
- May 22, 2025 (Regular)



**City of Murfreesboro
City Council – Public Comment Special Session**

Thursday, May 1, 2025 at 5:30 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in public comment special session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, May 1, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, April 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

Jami Averwater and Madelyn Scales Harris were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Raven Bozeman, Executive Assistant

Scott Elliott, Manager of Project Development
Mike Browning, Public Information Officer
Other City Staff

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. Mayor McFarland asked Erin Tucker, City Recorder/ Chief Financial Officer if there were any registered speakers for public comment.

Ms. Tucker stated there were no registered speakers for public comment.

Mayor McFarland gave an opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Mayor McFarland adjourned the meeting at 5:31 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro City Council – Regular Session

Thursday, May 1, 2025 at 6:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, May 1, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, April 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

Jami Averwater and Madelyn Scales Harris were absent and excused from this meeting.

City Staff Attendance

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Raven Bozeman, Executive Assistant

Jim Kerr, Transportation Director
Mark McCluskey, Chief of Fire Rescue
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Mike Browning, Public Information Officer
Rachel Singer, Assistant Director of Parks and Recreation
Scott Elliott, Manager of Project Development
Tracy Brown, Assistant Director of Streets
Trey Adams, Director of Golf
Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer, indicated no one had registered to speak.

Ceremonial Items

Michael Bowen, Chief of Police, introduced 12 new police officers in attendance. Mayor McFarland thanked the new officers for what they do and what they will do for the City of Murfreesboro.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications and corresponding documents for the following items:

1. **FY25 City Manager Approved Budget Amendments (Finance)**
2. **Tyler Technologies Contract Amendment (Finance)**
3. **Pension Trust Fund Financial Advisor Amendment (Finance)**
4. **Increase in Uniform Spending (Fire)**
5. **Purchase of John Deere 5067E Cab Utility Tractor (Golf)**
6. **Purchase of EZ-GO Hauler Pro Elite Utility Carts (Golf)**
7. **Pyro Shows, Inc., Agreement for Fireworks for the 4th of July (Parks)**
8. **Donation of Used Equipment to Lynnville Police Department (Police)**
9. **Amendment No. 1 to the Pen-Link LTD Contract for Software (Police)**
10. **Correction to Amendment No. 1 to Purchasing Agreement with Axon (Police)**
11. **Rubrik Digital Storage Maintenance Renewal Agreement (Police)**
12. **Cherry Lane Phase 3 Amendment No. 3 Design Services Contract (Transportation)**
13. **Asphalt Purchases Report (Water Resources)**
14. **Transfer of W.K. Dickson's Contracts (Water Resources)**
15. **Guardrail Replacement Contract - Amendment 1 (Street)**

Mr. Maxwell made a motion to approve the Consent Agenda. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Minutes

16. City Council Meeting Minutes (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding approval of City Council meeting minutes for the following meetings. The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Current Minutes
February 27, 2025 (Regular)

March 6, 2025 (Public Comment & Regular)
March 27, 2025 (Regular)
April 10, 2025 (Workshop)
April 17, 2025 (Public Comment & Regular)

Historical Minutes

February 8, 2024 (Workshop)
February 15, 2024 (Regular)
February 22, 2024 (Regular)
March 7, 2024 (Public Comment & Regular)
March 14, 2024 (Workshop)
March 21, 2024 (Regular)
April 4, 2024 (Public Comment & Regular)
April 11, 2024 (Workshop)
April 18, 2024 (Regular)
May 2, 2024 (Public Comment & Regular)
May 9, 2024 (Workshop)
May 10, 2024 (Special)
May 23, 2024 (Budget & Regular)

Mr. Wright made a motion to approve the minutes. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Old Business

Land Use Matters

Ordinance

17. Ordinance 25-OZ-11 Rezoning property along East Street (2nd and Final Reading (Planning)). The ordinance titled, "ORDINANCE 25-OZ-11 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 0.24 acres located along East Street and West Street from Residential Multi-Family Sixteen (RM-16) District to Single-Family Residential Four (RS-4) District; Elijah Montgomery and Nancy Morris, applicant, [2025-401]" which passed its first reading on April 17, 2025, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 25-OZ-11 on second and final reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

18. Ordinance 25-OZ-13 Rezoning property along Greenland Drive (2nd and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-13 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.82 acres located along Greenland Drive from Single-Family Residential Ten (RS-10) District to Planned Unit Development (PUD) District (Greenland Heights PUD); Rajesh Aggarwal, applicant [2025-403]" which passed its first reading on April 17, 2025, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-13 on second and final reading.

Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

19. Ordinance 25-OZ-12 Amending the PCD zoning for property along Joe B Jackson Parkway (2nd and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-12 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 23.4 acres in the Planned Commercial Development (PCD) District (Cannonsburg Place PCD) located along Joe B. Jackson Parkway and Shelbyville Pike, as indicated on the attached map, Wal-Mart Real Estate Business Trust, applicant [2025-402]" which passed its first reading on April 17, 2025, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-12 on second and final reading.

Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

20. Ordinance 25-O-14 Amending the Sign Ordinance – Second-Floor Signs (2nd and Final Reading) (Building and Codes/Planning). The ordinance titled, "ORDINANCE 25-O-14 amending the Murfreesboro City Code, Chapter 25.2, Signs, Sections 25.2-2 and 25.2-26, regarding second-floor signs, Murfreesboro Building and Codes Department, applicant [2025-801]" which passed its first reading on April 17, 2025, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 25-O-14 on second and final reading. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

New Business

Ordinance

21. Ordinance 25-O-16 Modifying City Court Fees (1st Reading) (City Court). Adam Tucker, City Attorney, presented a Council Communication on behalf of Vickie Ordonez, City Court Clerk, to amend the City Code regarding the ordinance to modify City Court fees to be in line with state court fees, and to add an expenditure fee to City Court as required by law. The ordinance titled, "ORDINANCE 25-O-16 amending the Murfreesboro City Code, Chapter 2, Administration, Article I. In General, Section 2-13, regarding City Court costs" was offered for passage on first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 25-O-16 on first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

On Motion

22. Purchase of Tactical Gear (Fire). Mark McCluskey, Chief of Fire Rescue, presented a Council Communication requesting Council approve the purchase of tactical gear and contract with CMS Uniforms and Equipment, Inc. and requested Council approve the contract in the amount of \$202,400. The expenditure is partially funded from the General Fund in FY25 CIP, \$187,565, with the remaining \$14,835, funded by AR24 Fund.

Mr. Maxwell made a motion to approve the purchase and contract with CMS Uniforms and Equipment, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

23. Veterans Park Construction Administration Services Task Order No. 4 (Project Development). Scott Elliott, Manager of Project Development, presented a Council Communication requesting Council approve Task Order No. 4 with Gresham Smith for Engineering Construction Administration Services for the construction of Veterans Park. The expense, hourly not to exceed \$150,000, is funded by FY 25 CIP Budget.

Vice Mayor Shacklett made a motion to approve the Task Order No. 4 with Gresham Smith. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

24. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development). Scott Elliott, Manager of Project Development, presented a Council Communication requesting Council approve Change Directive No. 9 for use of the contingency allowance and time extension for the Murfreesboro Transit Center contract. The amount of the increased expense, \$154,059, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

Vice Mayor Shacklett made a motion to approve Change Directive No. 9 for the Murfreesboro Transit Center. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

25. Full-Scale Biosolids Thermal Dryer SSR Task Order Amendment No. 2 (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve Task Order Amendment No. 2 for additional engineering evaluations with Smith Seckman Reid (SSR) for the full-scale biosolids drying project at the City's WRRF. The expense, \$130,125, will be funded by Water Resources working capital reserves.

Mr. Wade made a motion to approve Task Order Amendment No. 2 with Smith Seckman Reid. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

26. Aerator 2A Impeller Replacement (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve the purchase of a replacement oxidation ditch aeration impeller (sole source) at the City's Water Resource Recovery Facility (WRRF) from Ovivo USA, LLC. The expense, \$54,485, will be funded by the Water Resources FY25 Capital Budget.

Mr. Maxwell made a motion to approve the purchase for the Aerator 2A Impeller Replacement from Ovivo USA, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

27. WRRF Sodium Hypochlorite Contract (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve the contract renewal with Brenntag Mid-South Incorporated for sodium hypochlorite use at the Water Resource Recovery Facility (WRRF). The expense, \$230,000, is allocated in the FY26 Water Resources Operating Budget.

Mr. Maxwell made a motion to approve the contract renewal with Brenntag Mid-South, Incorporated. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

28. Child Advocacy Center MOU (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approve the Memorandum of Understanding (MOU) with the Child Advocacy Center of Rutherford County, Inc. (CAC) defining scope of services provided by Murfreesboro Police Department and the CAC when conducting

investigations involving child abuse. The expense of \$90,000 is funded by the Police Department FY25 operating budget.

Mr. Wright made a motion to approve the Memorandum of Understanding with the Child Advocacy Center of Rutherford County, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

29. Purchase of Police Vehicles from Lonnie Cobb Ford (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approve the purchase of 17 new police vehicles from Lonnie Cobb Ford, LLC. The cost of this purchase, \$965,330, is funded in part by FY25 CIP and the department's FY25 operating budget.

Mr. Wade made a motion to approve the purchase of 17 police vehicle from Lonnie Cobb Ford, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

30. Purchase of Radio Equipment from Motorola (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approve the purchase of 30 mobile radios with support equipment and accessories to outfit new patrol cars with radio equipment. This equipment is available for purchase through the current contract with Motorola Solutions Inc . The expense, \$220,029, is funded by the department's FY25 operating budget.

Mr. Maxwell made a motion to approve the purchase and Amendment No. 5 to the contract with Motorola Solutions, Inc. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

31. Board of Zoning Appeals and 32. Historic Zoning Commission (Mayor). Mayor McFarland presented a Council Communication proposal regarding a reappointment of the following Board of Zoning Appeals member.

- Ken Halliburton, Term expiration June 30, 2028

Additionally, Mayor McFarland presented a Council Communication proposal regarding the reappointments of the following Historic Zoning Commission members.

- Gilbert Backlund, Term expiration June 30, 2030
- Deborah Belcher, Term expiration June 30, 2030
- Bill Jakes, Term expiration June 30, 2030
- Mike Panesi, Term expiration June 30, 2030

Mr. Wright made a motion to approve the reappointments to the Board of Zoning Appeals and the Historic Zoning Commission. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Licensing

33. Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- Shabu Shabu Hot Pot and Grill, 2615 Medical Center Parkway, Suite 2200 (restaurant, new location)

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections.

Mr. Wright made a motion to approve the Beer Permit. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

Payment of Statements (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, stated there was one statement to consider. The invoice is payable to Griggs & Maloney, Incorporated for \$1,920 for the Parks and Recreation Skate Park to be paid from the General Fund, Parks and Recreation Fixed Assets budget and was recommended for approval.

Mr. Wade made a motion to approve the payment of statements. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Other Business

Landfill Discussion. Mr. Maxwell expressed his opinion regarding an email sent to Council members and Planning Commission members from a Nashville-based attorney regarding the City of Murfreesboro, Republic Services and the pending annexation and litigation. Mr. Maxwell thanked Adam Tucker, City Attorney, for his thoughtful and educated response to the attorney's email.

Mayor McFarland spoke regarding the status of settlement discussions with landfill owners and stated Council will not be intimidated. He and Council will act in the best interest of City residents rather than negotiate with a group who has been less than trustworthy, even if it involves litigation. Mayor McFarland asked that this issue be added to a future Council meeting to allow City residents public comment and Council members to speak regarding their opinions on landfill issues.

Council Meetings. Darren Gore, City Manager, stated Council will meet next week for Workshop on May 8, 2025 and Special Meeting on May 22, 2025.

City School Board. Mr. Maxwell recognized the School Board for starting a conversation with Murfreesboro County Commissioners to discuss shared penny cuts and encouraged City residents to attend the meeting and be included in the dialogue.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:29 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro City Council – Workshop Regular Session

Thursday, May 8, 2025 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, May 8, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, April 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Bill Shacklett
Shawn Wright

Austin Maxwell and Kirt Wade were absent and excused from this meeting.

City Representatives Present

Sam Huddleston, Assistant City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Raven Bozeman, Executive Assistant

Amanda DeRosia, Finance Director
Angela Jackson, Executive Director of Strategic Services
Brad Barbee, Principal Planner
Brad Hennessee, Facilities Maintenance Director
Chad Gehrke, Airport Director
Chris Griffith, Executive Director of Public Infrastructure
Daniel Owens, Finance Director of Murfreesboro City Schools
Greg McKnight, Executive Director of Development
Jamie Bigelow, Deputy Chief of Fire Rescue
Jim Kerr, Transportation Director
John Tully, Assistant City Attorney
Joseph Leonard, Assistant City Attorney
Lesley Short, Assistant Finance Director
Michael Bowen, Chief of Police
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Raymond Hillis, Executive Director of Public Works
Robert Holtz, Community Development Director
Trey Duke, Director of Murfreesboro City Schools
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer, indicated no one had registered to speak.

Ceremonial Items

Mayor McFarland proclaimed May 8, 2025 as Asher Sullivan Day inside the City of Murfreesboro on behalf of the entire City Council. Mayor McFarland urged residents to continue to keep the Sullivan family in their thoughts and prayers.

Action Items

1. Resolution 25-R-17 FY25 Schools Budget Amendment #9 (Schools). Trey Duke, Director of City Schools presented a Council Communications requesting Council amend the schools budget to the FY25 General Purpose Fund to accept a grant to fund the summer schools program. The resolution titled, "RESOLUTION 25-R-17 amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (9th Amendment)" was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 25-R-17. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

2. Ordinance 25-O-18 FY25 Budget Amendment (1st Reading) (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication to amend the City's FY25 Budget Ordinance. The ordinance titled, "ORDINANCE 25-O-18 amending the Fiscal Year 2025 (hereafter "FY2025") Budget (4th Amendment)" was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 25-O-18 on first reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

3. Construction Office Lease at 333 NW Broad Street for Town Creek (Administration).

Sam Huddleston, Assistant City Manager, presented a Council Communication requesting Council approve a lease with SBW Constructors, LLC for a construction office at 333 NW Broad Street. The office will provide space for construction update meetings and coordination with City project staff. The no-cost lease requires SBW Contractors, LLC to maintain the property for the term of the Town Creek project and to restore the property upon completion. This project has no fiscal impact on the City.

Mr. Wright made a motion to approve the Construction Office Lease with SBW Constructors, LLC at 333 NW Broad Street. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

4. Cannonsburgh Village Museum Roof Replacement (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication to approve an agreement with Turner Construction Services, LLC, for the replacement of the metal roof of the Cannonsburgh Village Haynes Museum. The expense, \$75,486, is funded in part by the Capital Maintenance and Improvement Grants from tnmuseum.org (\$50k) and the balance by Parks FY25 Operating Budget.

Ms. Scales Harris made a motion to approve the agreement with Turner Construction Services, LLC for Cannonsburgh Village Museum roof replacement. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

5. Retail Liquor Certificate of Compliance – Longhorn Liquor Store (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and information regarding issuance of a certificate of compliance for a retail liquor store by Osama Dous and Mina Boktor for Longhorn Liquor Store at 3210 Memorial Boulevard which is a location change and ownership change for a retail liquor store. All requirements were met, and application was recommended for approval.

Mr. Wright made a motion to approve the certificate of compliance. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

6. Main Street Banner Request (Streets). Raymond Hillis, Executive Director of Public Works, presented a Council Communication requesting Council approve the request from North Boulevard Church of Christ to hang a banner over East Main Street from May 20, 2025 to May 30, 2025, to promote their 5th annual SING! Event.

Ms. Scales Harris made a motion to approve the banner request for North Boulevard Church of Christ. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Workshop Items

7. West Point Subdivision and Future Road Impact Fees (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication and PowerPoint presentation to Council reviewing Murfreesboro's current investment in West Point Subdivision off New Salem Highway, multiple issues in the subdivision, consideration of future roadway impact fees to resolve construction of Warrior Drive and roadway improvements to the Beasie Road and Warrior Drive intersection.

Mr. Huddleston explained the City has worked with developer Mickey Mitchell on the West Point Subdivision for the past 16 years with Outpost Armory, RaceTrac, U-Haul, Lazydays RV and Costco all opening in the subdivision 2021 and prior. Floor and Decor and Living Spaces are expected to open in the next two years.

CINTAS is currently seeking approval from the City's Planning Department to proceed with their development off of Beasie Road. The challenge with CINTAS is that per the City's subdivision regulations, any major thoroughfare improvement adjacent to the property is required to be built by the development. CINTAS has stated they believe the 350 linear feet of Warrior Drive on their northern boundary is unnecessary for the opening of their facility and should be built by others; either Mr. Mitchell or the City. They stated resolutely that they would have to relocate this facility to another City should Murfreesboro require them to build Warrior Drive.

Additionally, the current intersection of Warrior Drive and Beasie Road will be in a failing condition when Floor and Décor and Living Spaces introduces new traffic counts at that intersection. CINTAS will exacerbate that failing condition if it comes to fruition.

Mr. Huddleston reviewed Cintas' Economic Impact Summary attached to the Council Communication. Mr. Huddleston asked Council for feedback regarding Cintas' participation in the roadway construction, economic impact summary, and creating a development agreement to keep the property owner in negotiations with the City.

Adam Tucker, City Attorney, clarified and summarized that typically under the City's development regulations, Cintas would be required to build an additional 350 feet, independent of any owed impact fees. The question here is in exchange for the economic development opportunity, jobs and tax revenue that Cintas would provide, whether to use either impact fee revenue to build the 350 feet on Warrior Drive, or some other public fund.

Discussion ensued among staff and Council members regarding the issues with WestPoint Subdivision including State Industrial Access (SIA) and TDOT funds and the developer's responsibility to build roads on their own property for development and access.

Mayor McFarland and Council provided guidance for City staff to provide an exception to the subdivision regulations to relieve Cintas of the obligation to build an additional 350 feet of Warrior Drive and proceed with development, as they are in a unique position and currently have

access to their property on Warrior Drive and Beasie Road. Cintas should be allowed to proceed with development but not abate any impact fees.

Council further directed staff to defer or delay any additional approvals in the Westpoint Subdivision pending properly executed development agreements defining who is responsible for infrastructure, roadway construction and improvement (including the approximately 350 feet of Warrior Drive), utilities, grading, etc. Future development agreements, requests to spend impact fees or taxpayer funds will all be presented to City Council for consideration.

8. Fire Stations 12 and 13 Presentation (Fire). Jamie Bigelow, Deputy Chief of Fire Rescue, presented a Council Communication and PowerPoint presentation regarding a proposal for Fire Stations 12 and 13 Response Zone Analysis. The department recommends establishing two additional fire stations: Station 12 on Joe B. Jackson Parkway (South Side) and Station 13 on Veterans Parkway (West Side). Between 2023 and 2024, MFRD responded to 902 emergency incidents within the proposed Joe B. Jackson Parkway District and 1,078 incidents within the proposed Veterans Parkway District. The establishment of Fire Stations 12 and 13 will enhance response efficiency and strengthen public safety infrastructure.

Sam Huddleston, Assistant City Manager, clarified that staff is seeking Council direction on which station to pursue first, as there are only funds designated for one site in the FY25 budget. Staff recommended starting with the Veterans Parkway (West Side) first. Erin Tucker, City Recorder/ Chief Financial Officer, confirmed the design phase of one future station was approved by Council last fall in the City's FY25 CIP Budget.

Discussion ensued with Council providing feedback to move forward with staff recommendations. No action was taken.

9. Short Term Rental (Administration/Legal). Joseph Leonard, Assistant City Attorney, presented a Council Communication and a PowerPoint presentation regarding management of Short-Term Rentals (STR). Council requested staff research this issue as the City currently lacks regulations for Short-Term Rentals and Council wants to protect City residents from potential negative impacts related to the rapid growth of home-sharing and short-term rental properties in the City.

Mr. Leonard explained application of the Short-Term Rental Unit Act passed by the Tennessee General Assembly in 2018. Mr. Leonard discussed Council's STR regulation and permitting options including application fees, inspections, designating a responsible person to respond to complaints, site plan, notice of adjacent properties, parking requirements, maximum occupancy, zoning classification, minimum/maximum rental term, minimum age to rent and maximum number of sleeping rooms and reviewed several Tennessee city's current requirements and provisions. Mr. Leonard requested Council's direction regarding drafting a short-term rental ordinance, developing a policy and/or feedback regarding what he presented.

Discussion ensued. Council provided feedback and comments about STRs including ease of initial application, application fee to cover costs, person responsible for the STR, documentation stating the Homeowner's Association (HOA) for the subdivision allows STR, residential versus commercial taxation, routine safety inspections, violation fines, nuisance issues, and other common provisions. Council provided staff direction to proceed with developing a Short-Term Rental ordinance and policy.

10. Cherry Lane Corridor Area Plan – Project Update (Development Services). Greg McKnight, Executive Director of Development Services, presented a Council Communication and documents regarding updates with the Cherry Lane Corridor Area Plan Project. The study area involves challenges with an existing rail line, impact from existing floodplain, and interchange and intersection design considerations. The corridor is an important gateway to Smyrna and Nashville. The planning study provided gives City leadership the option of adopting a formal area plan for the purposes of policy advisement and a revision to the Future Land Use map of the Murfreesboro 2035 Comprehensive Plan. The Cherry Lane Corridor / Area Plan Kick off meeting was held recently and provided responsibilities, deliverables, and timelines for the project. During this meeting staff determined the GNRC model updates to be provided to the consultants within a month and staff will meet again on June 5, 2025. Staff will provide another update to Council at the next Workshop on June 12, 2025. This item was presented as information only and no action was taken.

11. March 2025 Dashboard (Administration). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding March 2025 Dashboard. There were no questions and no action was taken.

Board & Commission Appointments

No board and commission appointments were presented.

Licensing

12. Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- TownePlace Suites by Marriott at Murfreesboro, 2708 Roby Corlew Lane (Hotel, New Location)

Applicant met requirements for the Beer Permit and was recommended for approval pending final building and codes inspection.

Ms. Averwater made a motion to approve the Beer Permit. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Sports*Com Indoor Pool Renovations (Facilities). Brad Hennessee, Facilities Maintenance Director, presented a Council Communication requesting Council approve the agreement with American Pool Services, LLC for the renovation of the indoor pool at Sports*Com. The expense, \$135,250, is funded by Parks and Recreation FY25 Operating Budget.

Ms. Averwater made a motion to approve the agreement with American Pool Services, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Future Meetings. Erin Tucker, City Recorder/ Chief Financial Officer, reviewed scheduling for the following City Council meetings.

- May 22, 2025 at 4:00 p.m. Budget Special Review Session
- May 22, 2025 at 6:00 p.m. Budget Ordinances (Public Hearing and 1st Reading).
- May 29, 2025 No meeting is planned
- June 5, 2025 at 6:00 p.m. Budget Ordinances (2nd Reading) and Resolutions (1st and Only Reading)

Mayor McFarland requested that City staff send calendar invites to Council members for future Council meetings. Mr. Huddleston added that Council Workshop is scheduled for June 12, 2025.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 1:08 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro City Council – Budget Special Session

Thursday, May 22, 2025 at 4:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

et review speci

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in budget review special session at its regular meeting place in the Council Chambers at City Hall at 4:00 p.m. on Thursday, May 22, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, April 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Staff Attendance

Darren Gore, City Manager
John Tully, Assistant City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Amanda DeRosia, Finance Director
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Alan Bozeman, Communications Director
Angela Jackson, Executive Director of Strategic Services
Brad Hennessee, Facilities Maintenance Director
Cary Gensemer, Deputy Chief of Police
Cathy Smith, Purchasing Director
Chad Gehrke, Airport Director
Chris Griffith, Executive Director of Public Infrastructure
Daniel Owens, City Schools Finance Director
Doug Swann, Water Resources Finance Director
Greg McKnight, Executive Director of Development
Jamie Bigelow, Deputy Chief of Fire Rescue
Jim Kerr, Transportation Director
Kevin Jones, Building and Codes Director
Kyle Lingo, Fleet Services Assistant Director
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Michele Emerson, City Engineer
Michael Nevills, Communications
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Randolph Wilkerson, Human Resources Director
Raymond Hillis, Executive Director of Public Works
Reisha Watson, Fire Rescue Budget Analyst
Robert Holtz, Community Development Director
Russ Brashear, Assistant Transportation Director

Russell Gossett, Solid Waste Director
Sam Huddleston, Assistant City Manager
Trey Duke, Director of Murfreesboro City Schools
Valerie Smith, Water Resources Director
Vickie Ordonez, City Court Clerk
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

No speakers were registered to speak on actionable agenda items.

New Business

1. FY26 Budget Discussions. Mayor McFarland announced that the purpose of this meeting was to present the Fiscal Year 2026 Proposed Budget, conduct a public hearing on the budget and consider the budget on first reading. He thanked everyone who worked on the budget.

1a. Administration. Erin Tucker, City Recorder/ Chief Financial Officer, presented a PowerPoint presentation regarding the FY 2026 Proposed Budget. She provided snapshots of key revenues and expenses with a comparison to this year and next year's proposed budget. Key highlights of Ms. Tucker's presentation included:

City Budget Highlights – FY 2026

- Total Revenues: \$286 million
- Total Expenditures: \$402 million
- Budget Gap: \$116 million covered by restricted and assigned fund balances
- Balanced Operating Budget: Recurring revenues and expenses balanced at \$261 million
- No increase in the property tax rate
- Proposal to move the property tax delinquency date from January 1 to March 1 to align with other Tennessee municipalities

Revenues

- Property tax revenue projected at \$74 million (3.6% growth)
- Local sales tax projected to increase 2.4% to over \$75 million
- State sales tax expected to grow approximately 2% to nearly \$20 million

- \$51.5 million in MED sale proceeds will fund roads and parks projects without touching the principal or increasing city debt.
- Solid Waste Fee: The solid waste recovery fee, approved in April 2025, will increase by \$2.00 per month for residential and \$5.00 per month for commercial customers, generating \$1.6 million in revenue.
- Other revenues are projected to increase due to higher interest income, though this source remains vulnerable to mid-year rate changes.

Expenditures and Personnel

- Expenditures total over \$400 million, with major allocations to public safety, infrastructure, payroll increases, and capital projects, including \$116 million covered by fund balances.
- 32 new positions (75% in public safety, including 13 new certified police officers)
- Pay raises:
 - 2.5% raise + 1.5% COLA for general employees
 - 2.5% raise + 3.5% COLA for public safety
- Medical premium increase: \$2–\$9 per pay period
- Slippage rate: Budgeted at 2% due to reduced turnover
- Retiree Benefit Enhancement aims to support retirees who began drawing pension benefits before 2022. The proposal included and an \$500 annual payment to eligible retirees starting in FY 2026 with a planned Cost of Living Adjustment (COLA) to increase annually over the next four years based on the previous year's Consumer Price Index (CPI), with a maximum increase of 3% per year.
- Supplemental budget requests total \$16 million, with \$3.8 million recommended from fund balance (mostly for public safety) and \$2.4 million deferred for future consideration.

Debt & Capital Planning

- \$70 million bond issuance approved in prior CIP
- Borrowing likely delayed until 2026
- Debt service: 10% of total budget, 14% of operating budget

Ms. Tucker indicated the next steps include a public hearing on the budget followed by 1st reading on the budget appropriations and tax rate ordinances.

Ms. Scales Harris asked that considerations to increase security in Council Chambers be considered in the future. Ms. Tucker recommended looking at that when the first floor of City Hall is remodeled. Mr. Gore stated he would add security into considerations during the remodel design process.

Homelessness Considerations in the Budget. Mayor McFarland discussed growing concerns about panhandling, particularly in the downtown area, and inquired whether there were sufficient funds to address issues associated with homeless individuals. Council members noted an increase in complaints from residents and business owners about individuals asking for money near intersections, at the farmers market, and even inside businesses. Key points of the discussion included:

- **Public Safety Concerns:** Residents reported feeling unsafe due to aggressive or persistent panhandling.
- **Signage Proposal:** Council members discussed installing signs at intersections and offering signage to businesses, like those used in Knoxville and Bowling Green, to discourage panhandling and inform the public about local ordinances.
- **Police Strategy:** Michael Bowen, Chief of Police, outlined a multi-pronged approach involving increased downtown patrols, especially during evenings and events, and expanding the homeless task force with specialized roles to address mental health, camping, trespassing, and panhandling. Chief Bowen confirmed sufficient funds were budgeted.
- **Community Coordination:** Council members emphasized the need to involve local service organizations in the conversation to ensure a compassionate but firm response to chronic homelessness and panhandling.

Mayor McFarland asked for additional questions about the administrative budget. There were none.

1b. Murfreesboro City Schools (MCS). Dr. Trey Duke, City Schools Director, presented the Fiscal Year 2026 Murfreesboro City Schools Budget. Dr. Duke emphasized fiscal

responsibility, strategic staffing, and maintaining strong educational outcomes despite funding challenges. Key points of Dr. Duke's presentation included:

- **Total Budget:** \$117.9 million in expenditures; \$111.9 million in revenues
- **Deficit:** \$5.9 million to be covered from reserves, reducing fund balance to 13.9% (still above the 10% goal)
- **Enrollment:** Projected at 9,440 students, a 1.3% increase
- **Salaries:** Average 3.8% raise for teachers; 2.5% for other staff
- **Starting Teacher Pay:** \$50,500, meeting the new state minimum
- **New Positions:** 6 total (3 ESL teachers, 3 behavioral support staff)
- **Key Investments** include \$1 million for new textbook adoption and continued upgrades to security systems and communication tools
- **Federal Funds:** \$4.9 million expected, primarily for Title I and special education
- **ESP Program:** Self-funded before/after school care with balanced budget
- **School Nutrition:** Free meals for all students; fund balance being intentionally reduced per state guidance

Shared Penny Discussion. Mr. Maxwell asked Dr. Duke what City Schools would do with \$2.9 million in funds from the "shared penny", presented at the May 8, 2025 Council workshop, if they had received the funds. Dr. Duke stated that if Murfreesboro City Schools had retained the approximately \$2.9 million from the shared penny, it would have been used to provide larger raises for employees (especially given rising living costs), enhance school security through additional upgrades, and expand support for students with behavioral and learning challenges by better staffing specialized classrooms.

Mayor McFarland continued discussion regarding Rutherford County's reallocation of the shared penny, emphasizing that Murfreesboro residents fund nearly half of County property taxes and that the City Schools save the County significant costs. He called for better collaboration, transparency, and rejected school consolidation as ineffective.

1c. Water Resources. Valerie Smith, Water Resources Director, presented a PowerPoint presentation on the FY26 Water Resources Budget. Highlights of her presentation included:

- **Total Budget:** Approximately \$65 million, with revenues balanced to expenses.

- **Revenue Sources:**
 - Sewer revenue: ~\$34.9 million
 - Water revenue: ~\$18.8 million
 - Sewer revenue is nearly double water revenue due to service area coverage.
- **Personnel:** Seven (7) new positions requested including sewer cleanout and valve maintenance crews, a foreman for sewer operations, a part-time engineer, a cross-connection control technician, and a CityWorks software expert.
- **Capital & Reserves:**
 - \$93 million in total reserves; \$77 million available after commitments
 - \$43 million in excess reserves beyond the 12-month operating reserve policy
- **Major Projects:** Cherry Lane pump station and force main, sewer rehabilitation and biosolids processing upgrades, and design and permitting for Thompson Lane and Battlefield pump station replacements
- **Challenges:**
 - Expenses are rising faster than revenues, reducing transfers to reserves by 11.2%
 - Sewer sales growth is modest (1.2%), while water sales are up 3.5%
- **FY25 Accomplishment of Water Resources** include initiating full-scale biosolids drying operations and weather capacity improvements at the WRRF, completing construction of the Salem Barfield Sewer Basin interceptor sewers and the Hobas sewer rehabilitation, finalizing the design for water, sewer, and repurified water main relocations for the Thompson Lane widening, and creating a sewer assessment district for the Butler Drive area forcemain extension.
- **FY26 Goals for Water Resources** include completing the design of the Old Headworks Building recommissioning, finalizing the redesign of Cherry Lane Phase 2 and 3 sewer and repurified water forcemain extensions, designing, bidding, and awarding construction for the Thompson Lane and Battlefield pump station replacements, selecting a manufacturer and designing the replacement for the on-site hypochlorite generation system at the water treatment plant, applying for and receiving expanded NPDES permit limits, and obtaining easements for the Thompson Lane widening project.

1d. Stormwater. Valerie Smith, Water Resources Director, presented a PowerPoint presentation regarding the FY26 Stormwater Proposed Budget. Highlights of her presentation included:

- **Total Budget:** Approximately \$4.1 million, with revenues balanced to expenses.
- **Revenue Source:** Primarily from stormwater fees, totaling \$3.9 million.
- **Expenditures:** Storm sewer rehab and repair, Capital improvements, Consulting and general fund services, Salaries and benefits.
- **Capital Projects:** FY26: \$3.6 million for Town Creek daylighting, Mall Circle drainage, and Old Fort Park improvements, Total 5-year CIP: \$9.3 million through FY29
- **Reserve Impact:** Reserve balance is expected to drop below the 3-month operating threshold. A fee increase may be needed next year, or projects may be delayed to avoid borrowing.
- **FY25 accomplishments of the Stormwater Division** include updating the City Code to improve runoff and protect streamside buffers, hosting educational and tree-planting events, regularly inspecting over 100 construction sites, partnering with Parks and Recreation to reduce litter in Murfree Springs Wetland, and launching 'Stormwater and Coffee Talks' with landscapers and property managers.
- **FY26 Goals for the Stormwater Division** include hosting a biannual stream cleanup in Garrison Creek, launching a drone program to detect illicit discharges, improving enforcement response for illicit discharges and stormwater control maintenance, resuming biological stream sampling to update stream quality baselines, and conducting a consultant-led study of Todd Lake to develop a comprehensive resource management plan.

Todd Lake. Mr. Maxwell requested more information about handling issues with Todd Lake. Discussion ensued about Todd Lake focused on concerns from residents about overgrowth and runoff issues affecting nearby properties. Valerie Smith, Water Resources Director, and Darren Gore, City Manager, explained that the City plans to engage a consultant (Griggs & Maloney) to study Todd Lake and develop a resource management plan. The study will help determine whether to leave the vegetation (possibly converting it into a wetland) or clean it

out. The City is considering long-term maintenance responsibilities, especially since part of the lake is privately owned. The high cost of removing invasive species and the likelihood of recurring maintenance needs should also be acknowledged and considered.

2. Other FY26 Budget Discussions. Mayor McFarland opened the floor for discussion or to ask any additional questions regarding budget issues.

Ms. Scales Harris asked whether the City would be financially stable in the event of a catastrophe that required halting operations. Erin Tucker, City Recorder/ Chief Financial Officer, replied that the City would likely be in a similar position as the previous year—able to cover six months of expenses, including payroll and bills. In such a scenario, the City would implement a spending and hiring freeze for non-essential items to reduce financial exposure.

Council members commended City Department Heads for their work with the budget. Mayor McFarland stated that a public hearing on the budget would follow in the same room during the 6:00 pm meeting.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 5:22 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro City Council – Regular Session

Thursday, May 22, 2025 at 6:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, May 22, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, April 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Staff Attendance

Darren Gore, City Manager
John Tully, Assistant City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Amanda DeRosia, Finance Director
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Angela Jackson, Executive Director of Strategic Services
Brad Hennessee, Facilities Maintenance Director
Cathy Smith, Purchasing Director
Cary Gensemer, Deputy Chief of Police
Craig Tindall, Special Counsel
Daniel Owens, Finance Director of Murfreesboro City Schools
Doug Swann, Water Resources Finance Director
Greg McKnight, Executive Director of Development
Jamie Bigelow, Deputy Chief of Fire Rescue
Jim Kerr, Transportation Director
Kevin Jones, Building and Codes Director
Kevin Gentry, Murfreesboro Community Investment Trust Chairman
Kyle Lingo, Fleet Services Assistant Director
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Michael Nevills, Communications
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Randolph Wilkerson, Human Resources Director
Raymond Hillis, Executive Director of Public Works
Robert Holtz, Community Development Director
Russ Brashear, Assistant Transportation Director

Russell Gossett, Solid Waste Director

Sam Huddleston, Assistant City Manager
Scott Elliott, Manager of Project Development
Trey Duke, Director of Murfreesboro City Schools
Valerie Smith, Water Resources Director
Vickie Ordonez, City Court Clerk
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Mr. Maxwell commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer, indicated no one had registered to speak.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications and corresponding documents for the following items:

- 1. Murfreesboro Transit Center Contingency Allowance Allocation CCF 10 (Project Development)**
- 2. Mandatory Referral for Abandonment of a Portion of a Detention Pond Easement Along Elmcroft Avenue (Planning)**
- 3. Mandatory Referral for Dedication of an Electric Easement along Lebanon Pike (Planning)**
- 4. Retail Liquor Certificate of Compliance – Apple Liquor & Wine (Finance)**
- 5. Agreement with Heritage Cleaners for Uniform Cleaning Services (Police)**
- 6. Amendment Four to the Grant Contract (Police)**
- 7. NetMotion Complete and Cohesity Archive Maintenance Renewal Agreement (Police)**
- 8. Agreements for Car Wash Services for City Vehicles (Police)**

Mr. Maxwell made a motion to approve the Consent Agenda. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

Old Business

Ordinance

9. Ordinance 25-O-16 Modifying City Court Fees (2nd and Final Reading) (City Court).

The ordinance titled, "ORDINANCE 25-O-16 amending the Murfreesboro City Code, Chapter 2, Administration, Article I. In General, Section 2-13, regarding City Court costs" which passed its first reading on May 1, 2025, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 25-O-16 on second and final reading.

Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

New Business

Land Use Matters

10. Amending the PID Zoning for Property Along Joe B Jackson Parkway (Planning).

Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding amending the Planned Industrial Development (PID) zoning of approximately 151 acres located along Joe B. Jackson Parkway, Richard Reeves Drive, and Logistics Way. A public hearing date was set by the City Manager and notice of public hearing was published on April 29, 2025, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

10a. Public Hearing Amending the Zoning on 151 Acres. Mayor McFarland initiated a public hearing, welcoming comments on amending the PID zoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

10b. Ordinance 25-OZ-15 PID Zoning for property along Joe B Jackson Parkway (1st Reading). The ordinance titled, "ORDINANCE 25-OZ-15 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 151 acres in the Planned Industrial Development (PID) District (Parkway Place PID) located on along Joe B. Jackson

Parkway, Richard Reeves Drive, and Logistics Way, as indicated on the attached map, Swanson Development, LP, applicant [2025-404]” was offered for passage on its first reading.

Ms. Averwater made a motion to approve Ordinance 25-OZ-15 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

Ordinance

11. FY26 Budget Public Hearing and Related Ordinances (Administration). Erin Tucker, City Recorder / Chief Financial Officer, presented a Council Communication and documents regarding the proposed FY26 Budget information and consideration of ordinance adopting the FY26 Budget. A public hearing date was set by the City Manager and notice of public hearing was published on May 13, 2025, in the *Murfreesboro Post*. Ms. Tucker stated that a public hearing was required on the matter.

11a. Public Hearing Adoption of Proposed FY26 Budget. Mayor McFarland initiated a public hearing, welcoming comments on adoption of the proposed FY26 Budget and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

11b. Ordinance 25-O-09 (1st Reading). The ordinance titled, “ORDINANCE 25-O-09 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 Fiscal Year 2026 (hereafter “FY2026”), and for other purposes” was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 25-O-09 on first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

11c. Ordinance 25-O-10 (First Reading). The ordinance titled, “ORDINANCE 25-O-10 providing for the levy and collection of a tax for the year 2025 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 and costs to be added to such taxes after certain dates” was offered for passage on its first reading.

Mr. Wright made a motion to approve Ordinance 25-O-10 on first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

11d. Ordinance 25-O-19 (1st Reading). The ordinance titled, “ORDINANCE 25-O-19 amending the Murfreesboro City Code, Chapter 18, Licenses and Ad Valorem Taxes, Article I, Section 18-1, regarding when real and personal property taxes become past due and delinquent” was offered for passage on its first reading. Upon becoming effective, this ordinance will change the delinquent property tax date from January 1 to March 1, following the tax due date.

Mr. Maxwell made a motion to approve Ordinance 25-O-19 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

12. Ordinance 25-O-17 FY26 Water and Sewer Rate (1st Reading) (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council to approve a water and sewer rate adjustment ordinance in the FY26 budget to maintain cost of service recovery through FY28. The ordinance titled, “ORDINANCE 25-O-17 amending Chapter 33, Water Resources, Section 33-1 of the Murfreesboro City Code, dealing with water resources rates and charges.” was offered for passage on its first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 25-O-17 on first reading.

Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

13. Ordinance 25-O-01 Sponsorship (Administration). Craig Tindall, Authority Administrator, presented a Council Communication requesting Council approve and adopt an ordinance to establish the parameters for the Sports Authority as it develops its marketing plan for advertising, sponsorship, and name rights agreements. The ordinance titled, "ORDINANCE 25-O-01 amending the Murfreesboro City Code, Chapter 21.5, Parks and Recreation, Article I. Murfreesboro Sports Authority, Section 21.5-1 establishing permission to secure advertising, sponsorship and naming rights for Parks and Recreation facilities and programs." was offered for passage on its first reading.

Ms. Scales Harris made a motion to approve Ordinance 25-O-01 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,
Shawn Wright, Shane McFarland

Nay: None

Resolution

14. Resolution 25-R-22 Approve Use of Tax-Exempt Bonds for VUMC (Administration).

John Tully, Assistant City Attorney, presented a Council Communication requesting Council approve Resolution 25-R-22 representing the statutorily required approval of debt issued by the Health and Educational Facilities Board of Metropolitan Government of Nashville and Davidson County, Tennessee to fund the purchase by Vanderbilt University Medical Center of a Vanderbilt LifeFlight helicopter to be based at the Murfreesboro Airport. The resolution titled, "RESOLUTION 25-R-22 approving the issuance of tax-exempt revenue bonds or other tax-exempt debt by the Health and Educational Facilities Board of the Metropolitan Government of Nashville and Davidson County, Tennessee for the benefit of Vanderbilt University Medical

Center and to finance, among other things, the acquisition of a helicopter or other aircraft to be based at the Murfreesboro Airport.” was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 25-R-22. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

15. Resolution 25-R-19 Unclaimed Property Request (Finance). Amanda DeRosia, Finance Director, presented a Council Communication regarding an annual request to the State to return unclaimed property remitted by the City. The resolution titled " RESOLUTION 25-R-19 requesting unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act (2024 Report Year)" was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 25-R-19. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

16. Resolution 25-R-18 City Schools FY25 Budget Amendment #10 (Schools). Dr. Trey Duke, Director of Schools, presented a Council Communication regarding amending the FY25 General Purpose Fund. The resolution titled, "Resolution 25-R-18 amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (10th Amendment)" was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 25-R-18. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

On Motion

17. Approval of the FY26 MCIT Charitable Distributions (Administration). Kevin Gentry, Murfreesboro Community Investment Trust Chairman, presented a Council Communication requesting Council approve the recommendations of the Murfreesboro Community Investment Trust (MCIT) Trustees for the Trust's FY26 charitable distributions to charitable organization serving the Murfreesboro community.

Ms. Scales Harris made a motion to approve the FY26 MCIT Charitable Distributions. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

18. FY25 Annual Audit Contract (Finance). Erin Tucker, City Recorder/ Chief Finance Officer, presented a Council Communication requesting Council approve the contract with Jobe, Hastings & Associates and authorizing the Finance Director to sign the State's electronic contract as the City's representative. The proposed fee for the audit is \$176,500, plus \$12,000 for State required chart of accounts crosswalk for a total of \$188,500 included in the Finance Department FY26 operating budget.

Ms. Scales Harris made a motion to approve the FY25 Annual Audit Contract with Joe, Hastings & Associates, and authorizing the Finance Director to sign the State's electronic contract as the City's representative. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

19. Murfreesboro Transit Center Contingency Allowance Allocation CCF 11 (Project Development). Scott Elliott, Manager of Project Development, presented a Council Communication requesting Council approve Change Directive No. 11 for the Murfreesboro Transit Center contract contingency allowance. The amount of the increased expense, \$210,724, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

Ms. Averwater inquired about how this request affected the contingency funds, whereafter Mr. Elliott explained.

Mr. Wright made a motion to approve the Murfreesboro Transit Center Contingency Allowance Allocation CCF 11. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

20. Pension Committee (Mayor). Mayor McFarland presented a Council Communication proposal regarding the appointment of the following to serve on the Pension Committee.

- Alan Bozeman, Term expiration June 1, 2028

Mr. Wade made a motion to approve the appointment. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Licensing

21. Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

- San Marcos Taqueria 2, 206 North Thompson Lane (Restaurant, New Location)
- El Toro, 1006 Memorial Boulevard (Restaurant, Ownership Change)

Special Event Permits

- Kennerly Family History Group, 405 South Maney Avenue (May 31, 2025, Appreciation Celebration)
- Kennerly Family History Group, 405 South Maney Avenue (June 28, 2025, Appreciation Celebration)
- Kennerly Family History Group, 405 South Maney Avenue (July 25, 2025, Kennerly Family Block Party)
- Kennerly Family History Group, 405 South Maney Avenue (September 29, 2025, 17th Annual Family Party)

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections for the Regular Beer Permits and Special Event Permit issuance for the Special Event Beer Permits.

Mr. Wade made a motion to approve the Beer Permits and Special Event Permits. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Spring Fling. Vice Mayor Shacklett commended the Parks and Recreation Department and Murfreesboro Police Department for their support and work for Spring Fling.

Staff Appreciation. Mr. Maxwell commended staff for their hard work on the Budget.

Memorial Day and Bill Alan Week. Mayor McFarland recognized and thanked all of those who have given their lives and to requested citizens remember their service and sacrifice on Memorial Day. He also thanked City police officers, veterans, those who provided their commitment to service. Mayor McFarland reminded everyone that this week is Bill Alan Week. Bill Alan is the longest living veteran in the City of Murfreesboro at 100 years old.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:28 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Amending the PID zoning for property along Joe B Jackson Parkway
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amending the PID zoning of approximately 151 acres located along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this zoning request on April 9, 2025.

Background Information

Swanson Developments, LP presented to the City a zoning application [2025-404] to amend the existing PID (Planned Industrial District) zoning on approximately 151 acres located south of Joe B Jackson Parkway. During its regular meeting on April 9, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 22, 2025, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The Parkway Place development is a successful commercial and industrial development and employment hub in the local area. This zoning amendment will allow for additional permitted uses in the development, creating employment opportunities for the community and generating tax revenue for the City.

Attachments:

Ordinance 25-OZ-15

ORDINANCE 25-OZ-15 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 151 acres in the Planned Industrial Development (PID) District (Parkway Place PID) located on along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way, as indicated on the attached map, Swanson Development, LP, applicant [2025-404].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Industrial Development (PID) District (Parkway Place PID), as indicated on the attached map, for the purposes of revising the list of allowable uses and modifying the “Region 2” and “Region 3” boundaries within the 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 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:

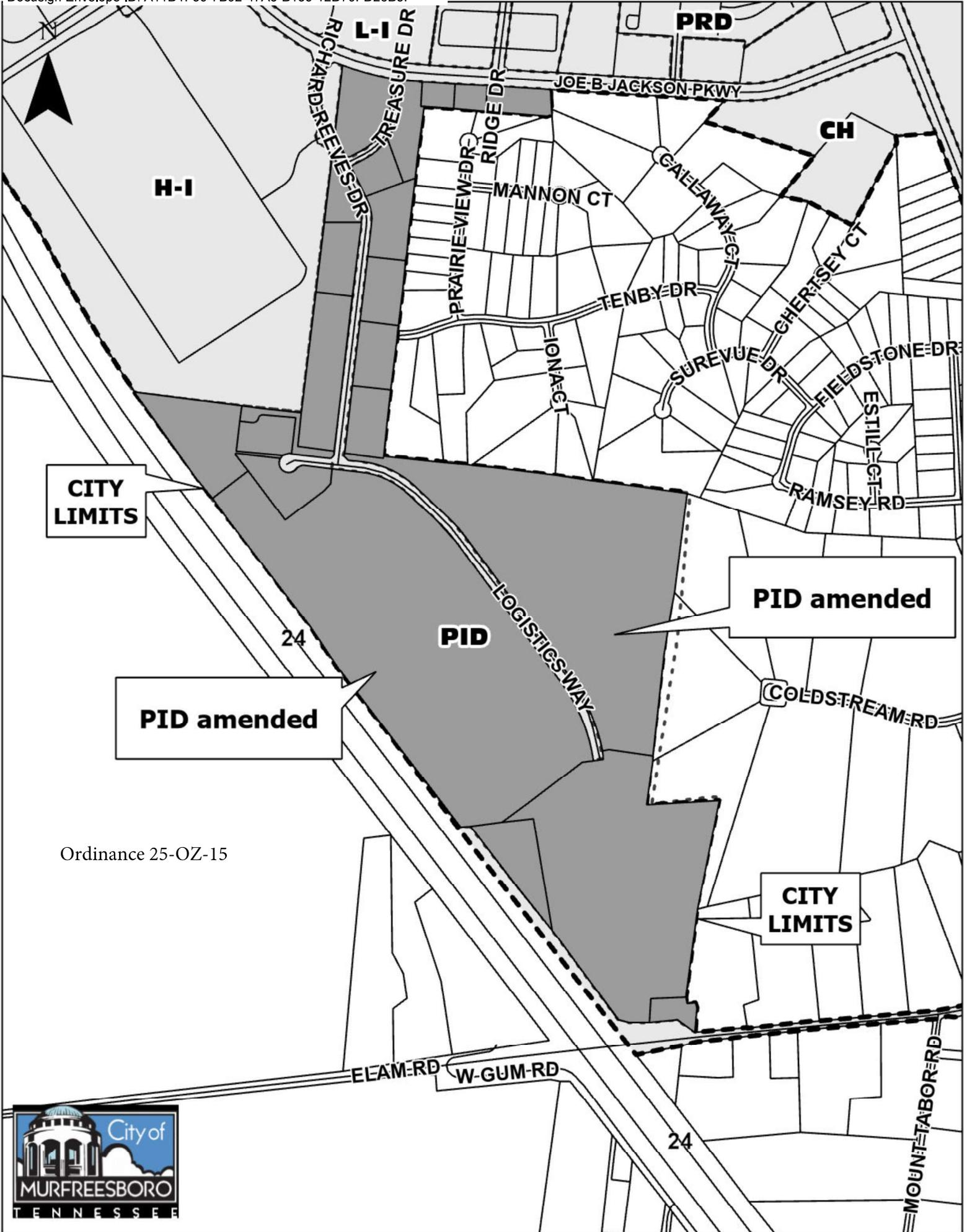
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



Ordinance 25-OZ-15



COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: FY26 Budget Ordinances [2nd and Final Reading]

Department: Administration

Presented by: Erin Tucker, CFO/City Recorder/Treasurer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approve changes to Appropriations Ordinance.

Approve Budget Appropriations, Tax Rate and Tax Due Date Ordinances on Second and Final Reading.

Staff Recommendation

Approve changes to Appropriations Ordinance.

Approve and adopt the Appropriations Ordinance 25-O-09, the Tax Rate Ordinance 25-O-10 and the Tax Due Date Ordinance 25-O-19.

Background Information

The FY26 Budget was submitted to City Council on May 15, 2025. Council held a special budget review session on May 22, 2025, regarding the significant assumptions and economic factors surrounding the FY26 Budget and expectations. A public hearing was held on May 22, 2025, after which Council approved on first reading the budget appropriations, tax rate and tax due date ordinances.

It is recommended to amend the Airport appropriations to recognize an anticipated State Grant and related capital expenses for Runway Protection Zone (RPZ) expenses. In addition, Risk Management’s expenses need to be updated to reflect employee and supply costs directly attributed to the Risk Management Fund.

Council Priorities Served

Responsible budgeting

The FY26 Budget addresses the economic conditions and necessary expenditures of the City. Staff will continue to keep City Council informed of the economic conditions of the City and any expected deviations from the budget expectations.

Operational Issues

FY26 Budget approval is required before June 30, 2025, in order to continue operations beginning July 1, 2025.

Fiscal Impact

The proposed amendment to Airport includes \$1.8m in additional revenues and expenses. The proposed amendment to Risk Management includes \$26,900 in additional expenses.

The FY26 Budget projects the one-time use of General Fund's Unassigned Fund Balance of \$5.9 million and use of \$111 million of Assigned/Restricted Fund Balances. Other ancillary funds are included in this ordinance, as well, including Insurance Fund, Risk Management Fund, Airport Fund, Drug Fund, Impact Fee Fund, Debt Service Fund, Other Capital Sources Fund and Capital Projects Fund.

Attachments

1. Changes from First Reading to Second Reading
2. FY26 Appropriations Ordinance 25-O-09
3. FY26 Tax Rate Ordinance 25-O-10
4. Tax Due Date Ordinance 25-O-19

CHANGES FROM FIRST READING TO SECOND READING

Fund	Department	Description	As Presented	Changes after 5/15/2023	Effect on Use of Fund Balance Increase/(Decrease)
Airport Fund					
		Use of Fund Balance at First Reading			(170,000)
		Revenue Changes			
		State Grant	17,258	1,847,558	1,830,300
		Expenditure Changes			
		Fixed Assets			
		Land Expense		1,830,300	1,830,300
		Corrected Use of Fund Balance			(170,000)
<hr/>					
Risk Management Fund					
		Use of Fund Balance at First Reading			-
		Expenditure Changes			
		Operating			
		Administration Fees	-	2,500	2,500
		Membership & Dues	1,500	3,000	1,500
		Licenses/Certifications	-	4,000	4,000
		Repair & Maint. Motor Vehicles	-	1,000	1,000
		Training & Travel	-	11,500	11,500
		Car Allowance & Mileage	-	1,000	1,000
		Office Supplies and Materials	-	400	400
		Software Subscriptions	3,500	4,500	1,000
		Public Safety Supplies	-	4,000	4,000
		Corrected Use of Fund Balance			(26,900)

ORDINANCE 25-O-09 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 Fiscal Year 2026 (hereafter “FY2026”), and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line-item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, a Notice of Public Hearing was published in the May 13, 2025 edition of the *Murfreesboro Post* for public hearing held before the City Council on May 22, 2025 and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing and is prepared to adopt its financial plan for FY2026.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2026, including the payment of principal of and interest on bonds and other obligations of the City maturing in FY2026, for the City’s General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

(The FY2024 and FY2025 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. City Council herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the City has Outstanding Bonded and Other Indebtedness as follows:

PLEASE SEE ATTACHED EXHIBIT C

SECTION 4. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 5. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 6. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the FY2026, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the FY2026, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the FY2026 that may have already transpired at the taking effect date of this Ordinance as well as for the entire FY2026.

SECTION 7. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the FY2026 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 8. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2026 at the earliest practicable time, the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

SEAL

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
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Adam F. Tucker
City Attorney

Ordinance 25-O-09
Exhibit A - Amended

City of Murfreesboro
2025 - 2026

	Actual 2023 - 2024	Estimated 2024 - 2025	Proposed 2025 - 2026
GENERAL FUND:			
REVENUES			
Local Taxes	\$160,053,898	\$163,033,872	\$168,314,272
State of Tennessee	37,276,009	38,096,178	33,843,205
Federal Government	16,767,960	18,299,452	22,480,140
Other Sources	50,109,929	46,897,904	51,975,289
Reimbursements from Other Funds	3,033,548	5,104,749	6,523,318
Transfers In	-	2,068,060.00	2,777,018
Total Revenue & Transfers In	\$267,241,343	\$273,500,215	\$285,913,242
EXPENDITURES			
Personnel Costs	110,372,889	128,021,153	142,223,743
Other Costs:			
Legislative	129,517	182,740	177,000
City Manager	1,137,355	1,143,317	1,252,090
Finance	396,282	408,924	582,955
Purchasing	14,852	16,884	24,300
Legal	2,439,937	1,120,915	2,389,250
Human Resources	263,320	340,636	373,630
Planning	130,585	311,051	904,362
Engineering	179,530	263,119	288,186
Facilities Maintenance	504,078	813,472	624,049
State Street Aid	4,682,379	5,876,290	5,975,000
Infrastructure	4,042,732	10,102,186	72,978,165
Transportation	8,709,738	11,841,129	2,871,134
Information Technology	1,819,235	2,349,628	3,525,392
GIS	172,906	223,022	264,775
Communications	183,732	176,875	277,436
Building and Codes	146,910	191,525	179,366
City Court	126,417	340,333	349,550
Police	14,815,467	12,813,582	14,922,205
Fire	3,274,465	4,588,592	5,656,816
Street	3,637,629	4,586,898	4,574,269
Civic Plaza	18,562	31,760	65,002
Parking Garage	45,521	88,449	102,100
Fleet Services	(1,107,416)	(1,394,979)	(1,690,989)
Park & Recreation	4,760,997	10,170,838	20,077,795
Golf	907,900	938,084	1,000,297
Solid Waste	4,122,717	4,944,387	29,252,285
Community Development	1,660,536	1,799,919	1,422,755
Strategic Partnerships	1,624,155	1,494,155	1,494,155
Transfers Out	18,372,504	18,422,763	19,870,237
Debt Service - Transfer Out	39,700,711	38,560,000	41,660,000
Miscellaneous	6,854,350	7,158,257	28,440,225
Total Expenditures & Transfers Out	\$234,140,490	\$267,925,902	\$402,107,534
Beginning Fund Balance	\$200,804,607	\$233,905,460	\$239,479,774
Ending Fund Balance	\$233,905,460	\$239,479,774	\$123,285,481
Use of Reserved, Restricted, and Assigned Fund Balance	(\$28,038,000)	\$20,048,142	(\$110,312,894)
Use of Unassigned Fund Balance	\$61,138,853	(\$14,473,829)	(\$5,881,398)

City of Murfreesboro
2025 - 2026

	Actual 2023 - 2024	Estimated 2024 - 2025	Proposed 2025 - 2026
<u>DEBT SERVICE FUND:</u>			
REVENUES			
Other Sources	\$18,782	\$1,609	\$0
Transfers In	42,773,587	38,663,768	42,127,603
Total Revenue & Transfers In	<u>\$42,792,369</u>	<u>\$38,665,377</u>	<u>\$42,127,603</u>
EXPENDITURES			
Other Costs	\$37,910,002	\$33,732,745	\$37,193,785
Transfers Out	4,888,069	4,931,023	4,933,818
Total Expenditures & Transfers Out	<u>\$42,798,071</u>	<u>\$38,663,768</u>	<u>\$42,127,603</u>
Beginning Fund Balance	\$879,652	\$873,950	\$875,559
Ending Fund Balance	\$873,950	\$875,559	\$875,559
<u>AIRPORT IMPROVEMENT FUND:</u>			
REVENUES			
State of Tennessee	\$681,042	\$139,737	\$1,862,558
Federal Government	1,234,204	312,255	310,851
Transfers In	260,261	227,526	1,420,000
Other Sources	3,401,674	3,582,784	4,022,210
Total Revenue	<u>\$5,577,181</u>	<u>\$4,262,302</u>	<u>\$7,615,619</u>
EXPENDITURES			
Personnel Costs	\$649,432	\$731,445	\$799,349
Other Costs	5,562,505	3,468,028	6,836,270
Transfers Out	150,000	150,000	150,000
Total Expenditures & Transfers Out	<u>\$6,361,937</u>	<u>\$4,349,473</u>	<u>\$7,785,619</u>
Beginning Fund Balance	\$2,104,614	\$1,319,858	\$1,232,687
Ending Fund Balance	\$1,319,858	\$1,232,687	\$1,062,687
<u>DRUG FUND:</u>			
REVENUES			
Other Sources	\$344,593	\$106,724	\$165,500
Transfers In	21,571	20,000	25,000
Total Revenue & Transfers In	<u>\$366,164</u>	<u>\$126,724</u>	<u>\$190,500</u>
EXPENDITURES			
Other Costs	\$178,350	\$558,492	\$675,500
Total Expenditures	<u>\$178,350</u>	<u>\$558,492</u>	<u>\$675,500</u>
Beginning Fund Balance	\$728,954	\$916,768	\$485,000
Ending Fund Balance	\$916,768	\$485,000	(\$0)
<u>INSURANCE FUND:</u>			
REVENUES			
Other Sources	6,790,245	\$7,951,223	\$7,826,000
Transfers In	16,414,742	17,949,045	18,378,800
Total Revenue	<u>\$23,204,987</u>	<u>\$25,900,268</u>	<u>\$26,204,800</u>
EXPENDITURES			
Other Costs	\$22,646,410	\$22,431,887	\$26,204,800
Total Expenditures	<u>\$22,646,410</u>	<u>\$22,431,887</u>	<u>\$26,204,800</u>
Beginning Fund Balance	\$4,317,046	\$4,875,624	\$8,344,005
Ending Fund Balance	\$4,875,624	\$8,344,005	\$8,344,005

City of Murfreesboro
2025 - 2026

	Actual 2023 - 2024	Estimated 2024 - 2025	Proposed 2025 - 2026
<u>RISK MANAGEMENT FUND:</u>			
REVENUES			
Other Sources	\$4,391,867	\$5,176,966	\$5,037,700
Total Revenues	<u>\$4,391,867</u>	<u>\$5,176,966</u>	<u>\$5,037,700</u>
EXPENDITURES			
Other Costs	\$5,090,974	\$4,365,013	\$5,064,600
Total Expenditures	<u>\$5,090,974</u>	<u>\$4,365,013</u>	<u>\$5,064,600</u>
Beginning Fund Balance	\$4,860,245	\$4,161,138	\$4,973,091
Ending Fund Balance	\$4,161,138	\$4,973,091	\$4,946,191
<u>OTHER CAPITAL SOURCES FUND:</u>			
REVENUES			
Other Sources	\$486,278	\$632,583	\$600,000
County Shared Bond Proceeds	4,457,832	-	-
Total Revenue	<u>\$4,944,109</u>	<u>\$632,583</u>	<u>\$600,000</u>
EXPENDITURES			
Other Costs	\$1,068,882	\$4,300,000	\$6,810,100
Total Expenditures	<u>\$1,068,882</u>	<u>\$4,300,000</u>	<u>\$6,810,100</u>
Beginning Fund Balance	\$8,362,436	\$12,237,663	\$8,570,246
Ending Fund Balance	\$12,237,663	\$8,570,246	\$2,360,146
<u>LOAN/BOND FUND:</u>			
REVENUES			
Other Sources	\$4,659,961	\$2,000,000	\$1,300,000
Issuance of Debt	0	0	90,000,000
Total Revenue & Debt Issuance	<u>\$4,659,961</u>	<u>\$2,000,000</u>	<u>\$91,300,000</u>
EXPENDITURES			
Other Costs	\$32,886,118	\$30,232,142	\$89,800,000
Transfers Out	2,891,879	0	200,000
Total Expenditures & Transfers Out	<u>\$35,777,997</u>	<u>\$30,232,142</u>	<u>\$90,000,000</u>
Beginning Fund Balance	\$103,932,101	\$72,814,065	\$44,581,923
Ending Fund Balance	\$72,814,065	\$44,581,923	\$45,881,923
<u>IMPACT FEE FUND:</u>			
REVENUES			
Impact Fees	\$1,334,375	\$3,500,000	\$3,500,000
Other Sources	14,320	73,800	70,000
Total Revenue & Debt Issuance	<u>1,348,695</u>	<u>3,573,800</u>	<u>3,570,000</u>
EXPENDITURES			
Other Costs	\$51	\$0	\$1,500,000
Total Expenditures & Transfers Out	<u>51</u>	<u>0</u>	<u>1,500,000</u>
Beginning Fund Balance	\$0	\$1,348,644	\$4,922,444
Ending Fund Balance	\$1,348,644	\$4,922,444	\$6,992,444

Ordinance 25-O-09

EXHIBIT B

2025-2026 FUNDED POSITION COUNT

DESCRIPTIONS	2023/2024		2024/2025		2025/2026	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS						
Mayor & Council	7		7		7	
City Manager	11		12		11	
Finance	23		26		26	
Legal	10		9		9	
City Court	7		6	1	6	1
Purchasing	3		4		4	
Information Technology	23		25		25	
GIS	4		5		5	
Communications	8		8		8	
Human Resources	11		12		12	
Facilities Maintenance	16	1	16	3	17	3
Fleet Services	22		24		24	
Police	397	46	416	49	437	49
Fire	243	1	246	1	248	1
Building & Codes	26		26	1	27	
Planning	17	14	17	13	19	13
Community Development	4		4		4	
Transportation	28	7	34	5	36	5
Engineering	14		16		16	
Street	54	9	56	7	56	7
Civic Plaza	1		1		1	
Recreation	105	305	108	295	110	293
Golf	16	39	17	34	17	34
Solid Waste	48		48		49	
Total General Fund	1098	422	1143	409	1174	406
Airport Fund	6	9	6	9	6	9
	6	9	6	9	6	9
	1104	431	1149	418	1180	415

Ordinance 25-O-09

Exhibit C

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2025	FY2026 Principal Payment	FY2026 Interest Payment
Bonds -				
5/14/14 - 2014 Bond		9,430,000	2,240,000	308,388
4/25/16 - 2016A Bond		36,925,000	5,800,000	990,750
8/12/16 - 2016B Bond		3,540,000	3,540,000	35,400
4/10/18 - 2018 Bond		43,390,000	4,770,000	1,465,663
9/30/20 - 2020C Refunding Bond		8,510,000	2,755,000	255,300
2/26/21 - 2021 Bond		48,800,000	4,440,000	1,819,100
4/22/22 - 2022 Bond		39,950,000	3,300,000	1,531,250
Loan Agreements				
3/1/19 - 2019 SunTrust Loan		37,675,000	3,735,000	1,084,831
State of TN - Schools Energy		704,873	181,944	4,668
		\$ 228,924,873	\$ 30,761,944	\$ 7,495,350

ORDINANCE 25-O-10 providing for the levy and collection of a tax for the year 2025 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 and costs to be added to such taxes after certain dates.

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

SECTION 1.

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2025, and the estimates of revenues to be received by the City of Murfreesboro for the year 2025, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2025, the sum of 95.26/100 Dollars (\$0.9526) on every hundred dollars worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

SECTION 2. That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

SECTION 3.

(a) That all such taxes shall be and become past due and delinquent on and after March 1, 2026, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after March 1, 2026. Such interest shall be added to the amount of the said taxes and shall be paid by the taxpayer.

(b) All taxes remaining unpaid and delinquent on March 1, 2026, shall be promptly certified to the City's attorney handling tax collections as provided by the Charter of the City of Murfreesboro, unless such certification shall be delayed by resolution of the City Council for a period or periods of time beyond said date of March 1, 2026; and the costs fixed by the law of the State for collection of delinquent State or County taxes, shall be applied and added to the amount of such taxes, to be paid by the taxpayer on and after March 1, 2026, or on and after such period or periods of time

to which said certification of such taxes to the City's attorney may be delayed or deferred by such resolution of the City Council.

SECTION 4. That this Ordinances take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

ORDINANCE 25-O-19 amending the Murfreesboro City Code, Chapter 18, Licenses and Ad Valorem Taxes, Article I, Section 18-1, regarding when real and personal property taxes become past due and delinquent.

WHEREAS, all real and personal property taxes levied by the City of Murfreesboro, if unpaid, become due and payable annually on October 1 of the year for which they are levied; and

WHEREAS, such taxes currently become delinquent on the succeeding January 1; and

WHEREAS, the City Recorder has recommended, effective with the 2025 tax year, that the date on which such taxes become delinquent be changed to the succeeding March 1, the date on which interest begins to accrue as provided in T.C.A. § 67-5-2010; and

WHEREAS, the City Recorder has opined that changing the date will result in administrative efficiencies for the City’s Finance Department.

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

SECTION 1. Section 18-1 of the Murfreesboro City Code is hereby amended by deleting the existing subsection (B) in its entirety and in lieu thereof inserting the following:

“(B) If unpaid, any such tax levied for the 2025 tax year and any subsequent tax year shall become delinquent on the March 1 following the tax due date and shall thereupon be subject to such penalty and interest as authorized by T.C.A. § 67-5-2010.”

SECTION 2. That this Ordinance shall take effect on the latter of October 1, 2025, or 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:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: FY25 Budget Amendment [2nd and Final Reading]

Department: Finance

Presented by: Erin Tucker, CFO/City Recorder

Requested Council Action:

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

Summary

Amendment to the City's FY25 Budget Ordinance on second and final reading.

Staff Recommendation

Approve Ordinance 25-O-18, amending the City's budget.

Background Information

State Street Aid:

To increase the budget by \$1.25 million for State Street Aid for additional paving projects.

Parks & Recreation:

Tnmuseum.org has awarded \$50,000 to Cannonsburgh for the Capital Maintenance and Improvement Grant. This grant will be used to help fund the replacement of the metal roof of the Cannonsburgh Village Haynes Museum.

Council Priorities Served

Responsible Budgeting

The budget amendment reflects the City's increased revenues and expenses.

Fiscal Impact

Increase in the use of Restricted Fund Balance of \$1,250,000. Decrease the use of unassigned fund balance by \$50,000.

Attachments

1. FY25 City Budget Ordinance 25-O-18 and Exhibit A

ORDINANCE 25-O-18 amending the Fiscal Year 2025 (hereafter “FY2025”) Budget (4th Amendment).

WHEREAS, the City Council adopted the FY2025 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 24-O-14, on June 13, 2024 to implement the FY2025 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2025 Budget and authorized full-time position counts adopted by this Ordinance to incorporate expenditure and hiring decisions made during the 2024-2025 fiscal year.

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

SECTION 1. The FY2025 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2025 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
Parks & Recreation	<u>Unassigned</u> Other Grant Revenue	\$ -	\$ 50,000.00	\$ 50,000.00
				<u>\$ 50,000.00</u>
<u>Expenditures</u>				
State Street Aid	<u>Restricted/Assigned</u> Repair & Maintenance - Roads & Street	\$ 3,750,000.00	\$ 5,000,000.00	\$ 1,250,000.00
				<u>\$ 1,250,000.00</u>
CHANGE IN RESERVED, RESTRICTED, AND ASSIGNED FUND BALANCE		\$ (83,985,287.18)	\$ (85,235,287.18)	\$ 1,250,000.00
CHANGE IN UNASSIGNED FUND BALANCE		\$ (26,930,109.70)	\$ (26,880,109.70)	\$ (50,000.00)
ESTIMATED ENDING FUND BALANCE		\$ 136,077,890.00		
Adjustments for FY24 Closing Entries				
TOTAL ESTIMATED ENDING FUND BALANCE		<u>\$ 136,077,890.00</u>	\$ 134,877,890.00	\$ (1,200,000.00)

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: FY26 Water & Sewer Rate Ordinance [Second Reading, Final]

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Consider a water and sewer rate adjustment in the FY26 budget to maintain cost of service recovery through FY28.

Staff Recommendation

Adopt second reading of Ordinance 25-O-17 adjusting minimum monthly water and sewer charges for meters and increasing the water commodity (\$/1000 gal) charge.

Background Information

Jackson Thornton Utilities Consultants (JT) completed MWRD’s biennial COSS FY23 and proforma FY28. The goal of the COSS has always been to align the Department’s water and sewer rate structure with the actual cost of service and to allocate overall revenue requirements (i.e., expenses) to the various customer classes it serves in a manner that reflects the relative costs of providing service to each customer class. Keeping with the projection from the FY23 COSS, the average increase is in small increments to keep our combined recovery a little over 100% in FY28. JT will be completing another COSS for MWRD this year.

MWRD Water/Sewer Rate Design (Assuming \$120M in Debt by FY28)

Fiscal Year	FY25 Current Rate	FY26 Proposed Rate	FY27 PF	FY28 PF
Combined Recovery	FY23 COSS			
Avg Combined Water/Sewer Bill	\$69.44	\$70.24	\$71.01	\$72.84
% Increase		1.12%	2.56%	2.89%
Combined Recovery		107.1%	104.1%	101.8%
Combined Recovery (if No Rate Change)		105.6%	100.8%	96.5%

These studies have shown that MWRD’s minimum monthly fees have been lower than the COSS recommended. The Department knowingly kept the minimum monthly fees lower to have the least impact on low and fixed-income customers. However, based on FY23 COSS results and the FY28 pro forma, staff is recommending some minor adjustments to the rates.

Council Priorities Served

Responsible budgeting

Establishing a cost for service minimizes rate adjustments over time which allows customers to adjust their budgets appropriately for future water and sewer bills.

Fiscal Impact

Water fund revenues are estimated to increase by \$330,000; \$85,000 associated with customer growth and \$245,000 based on the increased monthly minimum and commodity charge for existing customers.

Sewer fund revenues are estimated to increase by \$850,000; \$680,000 associated with customer base growth and \$170,000 based on the increased monthly minimum charge for existing customers.

Attachments

1. FY26 Water and Sewer Rate Design Report
2. Ordinance 25-O-17

FY 26 Water and Sewer Rate Design Report

A cost-of-service study (COSS) was performed by JT for FY2023 as well as a pro forma for FY2028. Since MWRD started conducting cost-of-service studies, the goal has always been to align the Department’s water and sewer rate structure with the actual cost of service results.

The primary purpose of a cost-of-service study is to allocate a utility’s overall revenue requirements (i.e., expenses) to the various customer classes it serves in a manner that reflects the relative costs of providing service to each customer class.

The secondary purpose of the cost-of-service is to assign costs to the fixed cost portions of a utility’s operation via minimum monthly fees and to the variable cost portions of a utility’s operation via commodity fees. Fixed costs are costs which remain constant regardless of the volume of throughput and are predominately associated with capital investment in the utility system. Fixed costs include costs such as labor, asset repair and replacement, and debt. Variable costs are costs which vary with the volume of throughput, such as fuel, chemicals, and increased O&M expenses as the system expands.

As studies have shown, MWRD’s minimum monthly fees have been lower than the cost-of-service study recommended. The Department knowingly kept the minimum monthly fees lower so as to have the least impact on low and fixed-income customers. However, based on FY23 cost-of-service study results and the FY28 pro forma, staff is recommending some minor adjustments to the Departments rate design.

The FY28 pro forma anticipates \$120M in debt service to construction the WRRF expansion as well as several other capital projects.

Table 1 below shows MWRD’s rates from current FY25, proposed FY26 and future FY27-FY29. The table also shows the anticipated over/under recovery based on the rate design adjustments.

Table 1

MWRD Water/Sewer Rate Design (Assuming \$120M in Debt by FY28)

Fiscal Year	FY25 Current Rate	FY26 Proposed Rate	FY27 PF	FY28 PF	FY29 Projected
Sewer					
Residential Min. Monthly Charge	\$11.00	\$11.25	\$11.75	\$12.25	\$12.75
Commodity Charge (\$/kgal)	\$5.50	\$5.50	\$5.55	\$5.60	\$5.60
Sewer Over/Under Recovery (Less Add'l Fees)		109.9%	105.6%	102.0%	102.0%
Sewer Over/Under Recovery (if No Rate Change)		108.9%	103.0%	98.1%	98.1%
Avg Sewer Bill @ 4,900 gal/month		\$38.20	\$38.95	\$38.69	\$39.69
Water					
Residential Min. Monthly Charge	\$11.00	\$11.25	\$11.75	\$12.25	\$12.25
Commodity Charge (\$/kgal)	\$3.70	\$3.75	\$3.85	\$4.00	\$4.00

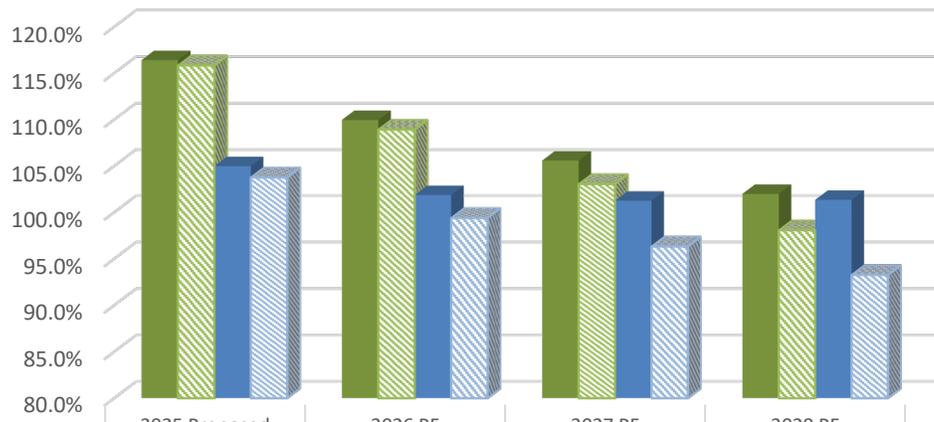
Water Over/Under Recovery (Less Add'l Fees)	101.9%	101.2%	101.3%	101.3%
Water Over/Under Recovery (if No Rate Change)	99.4%	96.3%	93.3%	93.3%
Avg Water Bill @ 5,730 gal/month	\$32.81	\$33.89	\$35.25	\$35.25

Combined Recovery	FY23 COSS					
Avg Combined Water/Sewer Bill	\$69.44	\$70.24	\$71.01	\$72.84	\$74.94	\$76.04
% Increase			1.12%	2.56%	2.89%	1.47%
Combined Recovery			107.1%	104.1%	101.8%	
Combined Recovery (if No Rate Change)			105.6%	100.8%	96.5%	

Chart 1 below shows the magnitude of separation between water and sewer revenue recoveries over revenue requirements with and without the proposed rate changes. Without implementing rate changes, the sewer and water recoveries will be 98.1% and 93.3% respectively in FY28. By implementing the proposed rate changes, the sewer and water recoveries are estimated to be 102.0% and 101.3% respectively in FY28.

Chart 1

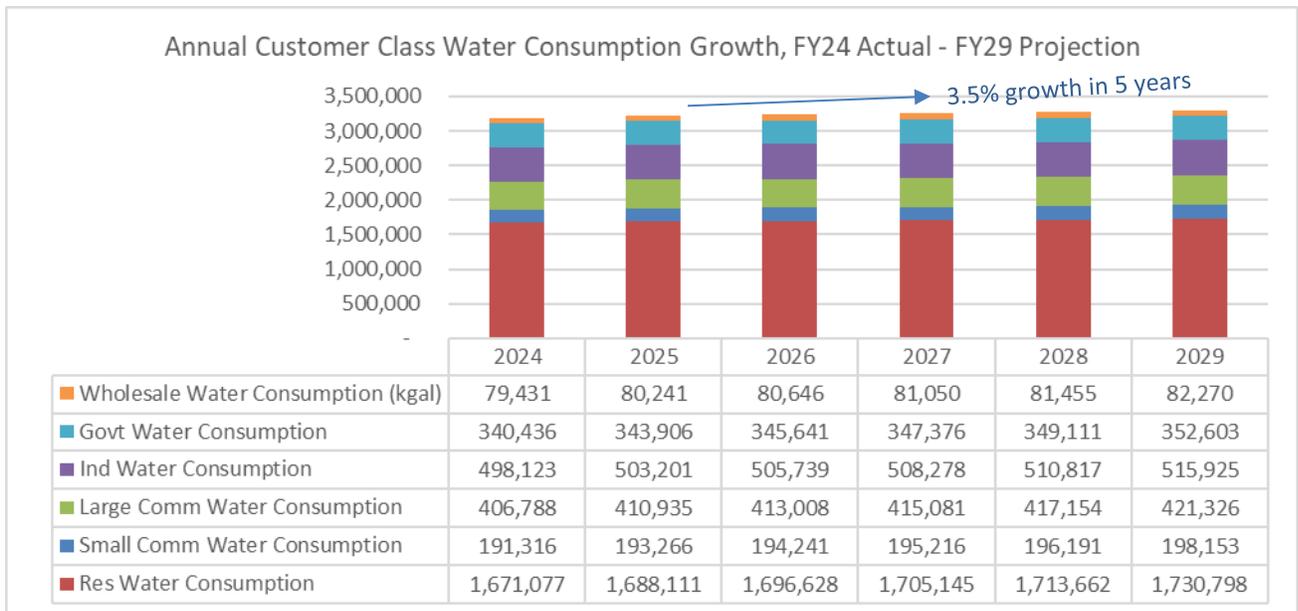
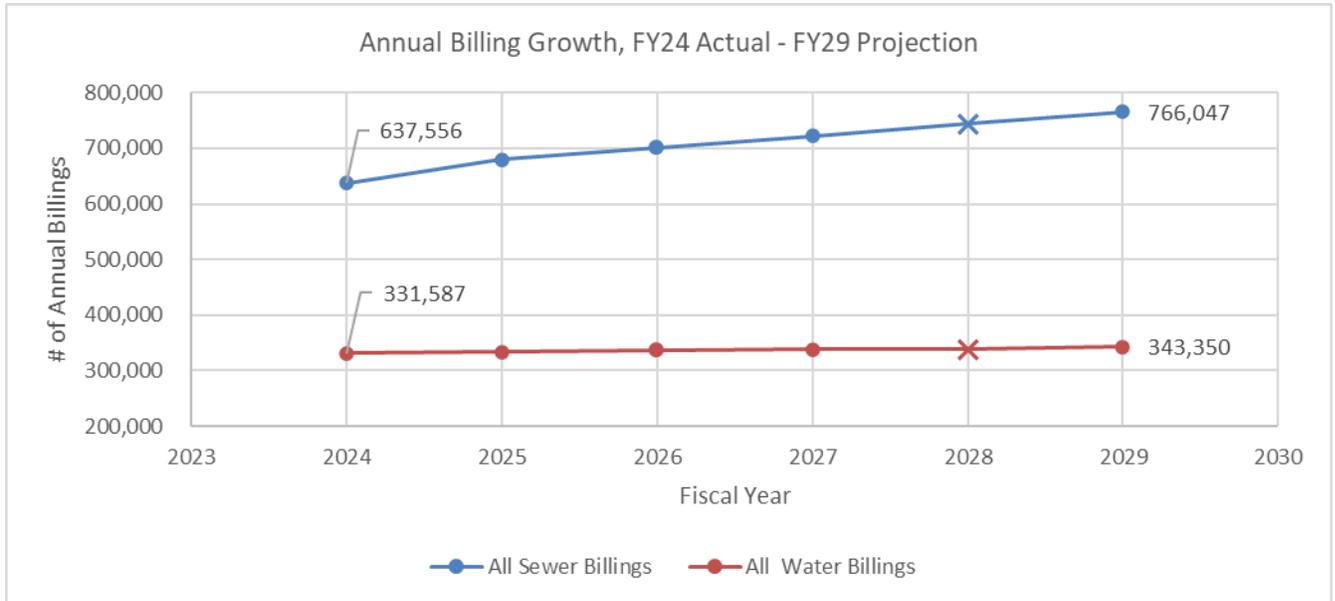
Recovery with and w-out Proposed Rate Changes



	2025 Proposed Rate	2026 PF	2027 PF	2028 PF
■ Sewer Over/Under Recovery (with rate change)	116.4%	109.9%	105.6%	102.0%
▨ Sewer Over/Under Recovery (w/out rate change)	115.8%	108.9%	103.0%	98.1%
■ Water Over/Under Recovery (with rate change)	105.0%	101.9%	101.2%	101.3%
▨ Water Over/Under Recovery (w/out rate change)	103.8%	99.4%	96.3%	93.3%

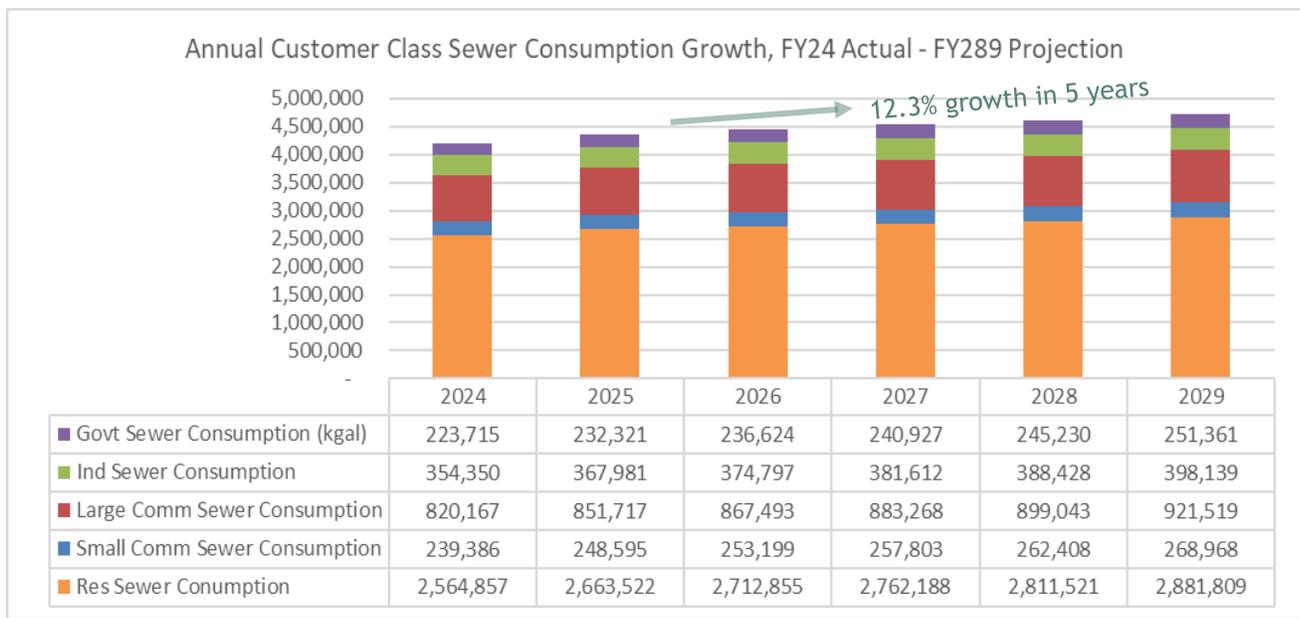
FY24 consumption and expenses and FY29 Projections

The following information projects annual billings from FY24 to FY29. FY29 projections continue trends created with Jackson Thornton’s FY23 cost of service study and FY28 pro forma. Sewer growth is based on growth within Consolidated Utility Districts service area.



The proposed water rate for FY26 involves an increase in the minimum monthly fee for all meter sizes, an approximate 2.25% increase rounded to the nearest \$0.10. A minor commodity rate for water is being proposed, changing it from its current rate of \$3.70 per thousand gallons to \$3.75 per thousand gallons.

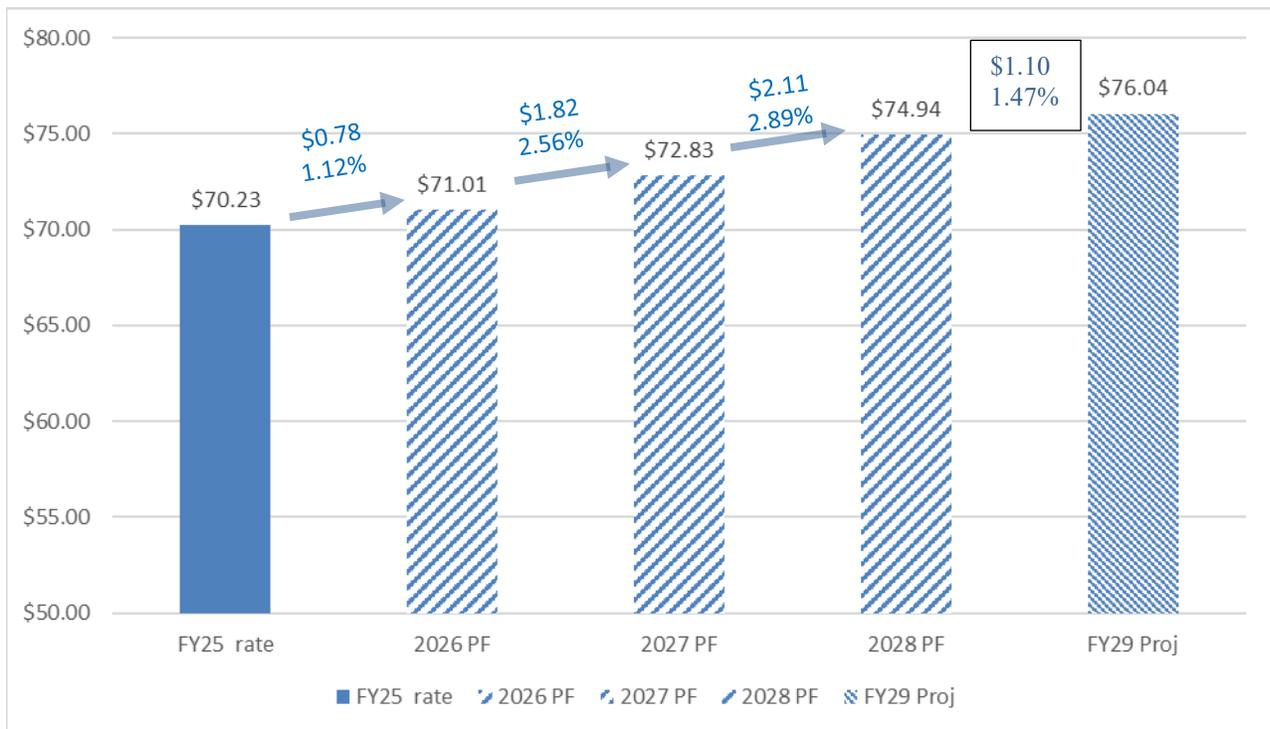
Meter Size (INCH)	FY25 minimum	FY26 Proposed minimum	Difference (Increase)	# of Accounts
5/8"	\$11.00	\$11.25	\$0.25	26,100
1"	\$23.04	\$23.60	\$0.56	575
1-1/2"	\$47.78	\$48.90	\$1.12	340
2"	\$74.66	\$76.40	\$1.74	445
3"	\$169.33	\$173.20	\$3.87	75
4"	\$338.66	\$346.30	\$7.64	23
6" >	\$705.55	\$721.50	\$15.95	15
			Total	27,573



The proposed sewer rate for FY26 involves an increase in the minimum monthly fee for all meter sizes, an approximate 2.25% increase rounded up to the nearest \$0.10. No proposed commodity rate for sanitary sewer is being proposed, keeping it at its current rate of \$5.50 per thousand gallons.

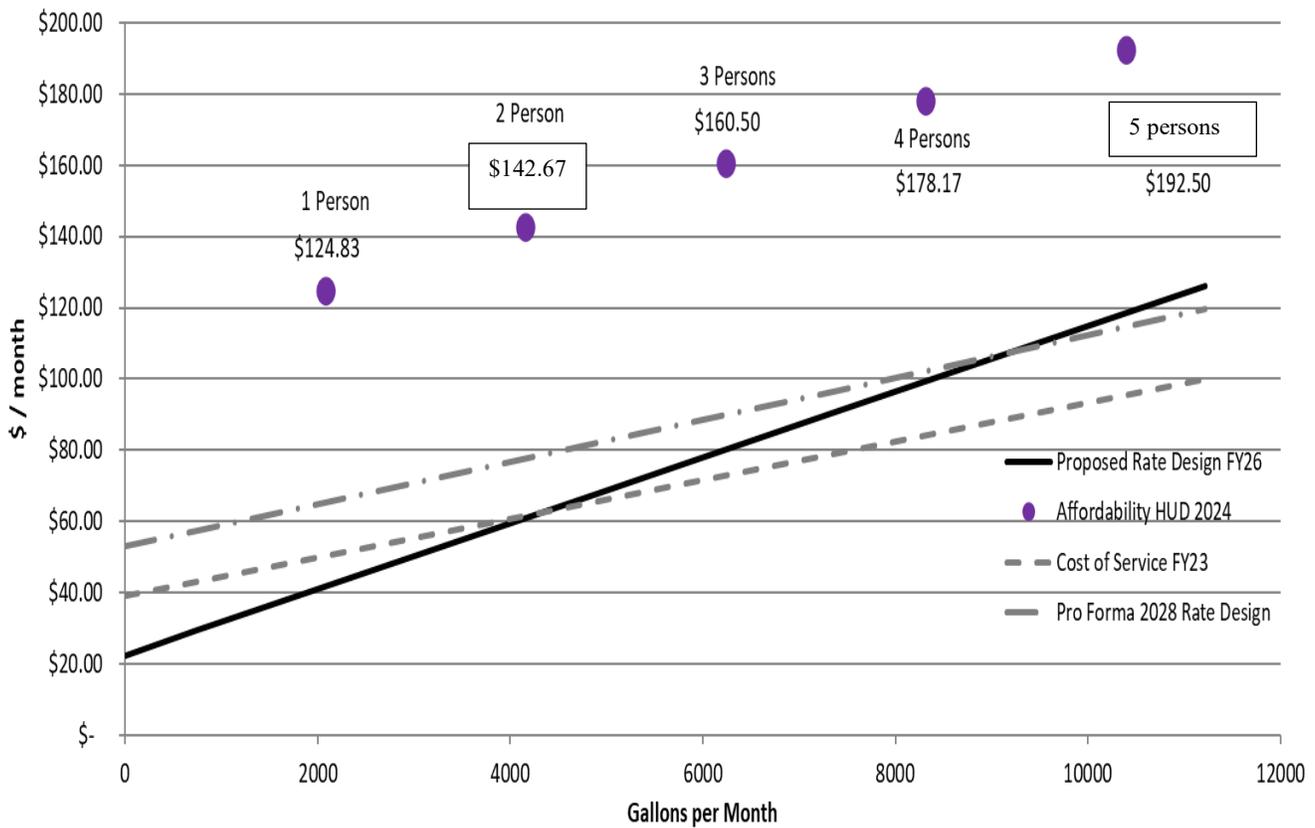
Meter Size (INCH)	FY25 minimum	FY26 Proposed minimum	Difference (Increase)	# of Accounts
5/8"	\$11.00	\$11.25	\$0.25	51,160
1"	\$28.82	\$29.50	\$0.68	1,045
-1/2"	\$63.76	\$65.20	\$1.44	377
2"	\$103.06	\$105.40	\$2.34	715
3"	\$260.28	\$266.20	\$5.92	81
4"	\$522.31	\$534.10	\$11.79	29
> 6"	\$1,090.05	\$1,114.60	\$24.55	67
			Total	53,474

The table below represents the combined average bill:



The combined monthly residential water and sewer bill is \$71.01. This falls between a 2- and 3-person family household and is well under the affordability indexes illustrated below (purple dots). The proposed FY24 rate design, when plotted against the combined recovery curves in Chart 5 below, demonstrates how the minimum fee is raised, and the commodity fee slope is reduced.

Residential Rate Design Curves – Existing, Proposed, COSS and Pro Forma



The above chart demonstrates that MWRD’s current rate design meets the affordability index for 1-person through 5-person homes. In addition, the COSS pro forma for FY28 also meets the current 2024 HUD affordability indexes. Note however that the cost of service for FY23 and pro forma for FY28 do show the need to increase the minimum monthly fees rather substantially and flatten out the commodity charges.

The affordability limits above represent 4% of a very low-income earner (50% of median income) in Murfreesboro. The table below illustrates 2024 HUD housing limits. Median family income of 4 is established at \$106,900 per year, so 50% of median for a family of four is established as \$53,450 per year.

HUD Very Low Income (50% Median) for 1-5 person households

	1 person	2 persons	3 persons	4 persons	5 persons
50% Median Family Income	\$37,450	\$42,800	\$48,150	\$53,450	\$57,750
4% annual	\$1,498	\$1,712	\$1,926	\$2,138	\$2,310
4% monthly	\$124.83	\$142.67	\$160.50	\$178.17	\$192.50

ORDINANCE 25-O-17 amending Chapter 33, Water Resources, Section 33-1 of the Murfreesboro City Code, dealing with water resources rates and charges.

WHEREAS, the City of Murfreesboro should have water and sewer rates, fees and charges which will generate sufficient funds to retire indebtedness for existing and planned capital improvements of the Water Resources Department and to meet its normal operating expenses; and,

WHEREAS, the City of Murfreesboro Cost of Service Study and Pro Forma prepared by Jackson Thornton Utilities Consultants determined the water rates were insufficient in meeting the system’s future revenue requirements, with minor rate adjustments of approximately 2.25% rounded up to the nearest \$0.10 necessary; and,

WHEREAS, the Water Resources Board was informed of these charges on April 22, 2025.

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

SECTION 1. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (B) Water rate and minimum bill, by deletion in its entirety and substituting in lieu thereof the following:

(B) *Water rate and minimum bill.* The water rate shall be \$3.75 per 1,000 gallons of metered water consumption (\$0.00375 per gallon) over the stated allowance per meter size. The minimum monthly bills applicable to all customers shall be based upon the following table:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, gallons
5/8 inch	\$11.25	-
1 inch	23.60	-
1 1/2 inch	48.90	-
2 inch	76.40	-
3 inch	173.20	-
4 inch	346.30	-
6 inch	721.50	-

*Tax not included

SECTION 2. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (G) Sewer rates, by amending the table in subsection (1) as follows:

MINIMUM MONTHLY SEWER CHARGES

Meter Size	Charge	Allowance, gallons
5/8 inch	\$11.25	-
1 inch	29.50	-
1 1/2 inch	65.20	-

2 inch	105.40	-
3 inch	266.20	-
4 inch	534.10	-
6 inch	1,114.60	-

*Tax not included

SECTION 3. That this Ordinance shall take effect for bills printed on or after July 1, 2025 on its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Resolution 25-R-20 Schools FY25 Budget Amendment #11

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Consider schools budget amendment #11 to the FY25 Federal Projects fund.

Staff Recommendation

Approve Resolution 25-R-20 amending the FY25 Federal Projects fund as presented.

Background Information

On May 27th, the Murfreesboro City School Board approved a budget amendment to recognize new revenue of \$17,750 for the Supplemental Award in the 21st Century Community Learning grant. Funds will be used to implement an after-school STEM program in our Extended School Program. Grant funds will be allocated toward the purchase of Kid Spark mobile STEM labs, educator training, and supplemental materials.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

Recognition of new revenue and corresponding expenditures in the amount of \$17,750. This will not affect fund balance.

Attachments

1. Resolution 25-R-20
2. Exhibit A: MCS Budget Amendment #11

RESOLUTION 25-R-20 amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (11th Amendment).

WHEREAS, the City Council adopted Resolution 24-R-17 on June 13, 2024 to implement the FY2025 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2025 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2025 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment

Federal Projects Fund 142
Fiscal Year 2024-25

BOE Approval 5/27/2025

Exhibit A to Resolution 25-R-30

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
21st CCLC Grant	\$ 571,157	\$ 588,907	\$ 17,750
Total Increase in Revenues	\$ 571,157	\$ 588,907	\$ 17,750
<u>Expenditures</u>			
Other Supplies & Materials	\$ 5,520	\$ 22,770	\$ 17,250
In-Service/Staff Development	1,292	1,792	500
Total Increase in Expenditures	\$ 6,812	\$ 24,562	\$ 17,750

CHANGE IN FUND BALANCE (CASH)

New revenue of \$17,750 from the Kid Spark Education Program to offer a dynamic and inclusive approach to STEM learning. The corresponding expenditures will be for Supplies, Materials, and Staff Development. This will not affect fund balance.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: 25-R-05 Other Post-Employment Benefit (OPEB)

Department: Administration

Presented by: Erin Tucker, CFO/City Recorder/Treasurer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Annual election to provide other post-employment benefits (OPEB) for retirees, City Council members and long-term disabled employees for FY26.

Staff Recommendation

Approve resolution 25-R-05

Background Information

The City provides OPEB including health/medical, dental, vision, and life insurance benefits for eligible former employees, City Council members and long-term disabled employees of the City and the Murfreesboro Water Resources Department but does not include retirees or employees of the Murfreesboro City Schools. The City also provides certain benefits to eligible retirees of former Electric Department. The available benefit is based on the employee’s age at retirement, number of years of service, and previous coverage under the City’s health benefits plan. The City has chosen to use the pay-as-you-go method of funding. Since the benefit is not a part of the City’s retirement plans, an annual election whether to continue providing the benefit is required.

The attached resolution describes the eligibility requirements and the cost to the employee. Governmental Accounting Standards Board Statement No. 75 (GASB 75) information is also disclosed, which requires the City to disclose the OPEB liability based on the assumption that the City will continue to offer the current benefits in the future.

Council Priorities Served

Responsible budgeting

The use of pay-as-you-go funding gives the City an opportunity to choose and evaluate the impact of offering this benefit on an annual basis.

Fiscal Impact

The FY26 budget includes OPEB benefits based on the same basis as currently offered in FY25 and now also specifically includes eligible City Council participants.

Attachments

25-R-05

RESOLUTION 25-R-05 to provide other post-employment benefits (OPEB) for City of Murfreesboro retirees and long-term disabled employees for Fiscal Year 2026 (hereafter "FY2026") to include health/medical, dental, vision, and life insurance benefits.

WHEREAS, the City of Murfreesboro (hereafter "City") has chosen to provide post-employment benefits other than a pension to its retirees in previous fiscal years; and,

WHEREAS, the City wishes to provide other post-employment benefits ("OPEB") to its retirees and long-term disabled employees for FY2026 in the form of allowing Employees to participate in the City's Health/Medical, Dental and Vision Plans, under certain terms and conditions; and,

WHEREAS, for this OPEB purpose, the term "City Employee" includes certain former employees, former elected officials, and long-term disabled employees of the City and the Murfreesboro Water Resources Department (MWRD), but does not include retirees or employees of the Murfreesboro City School System; and,

WHEREAS, the City was asked, following the sale of the Murfreesboro Electric Department (MED) in 2020, to keep MED retirees OPEB consistent with previous coverage. MED retiree's dental coverage and \$5,000 of life insurance benefits was paid by MED prior to coming to the City's retirement plan, while vision has never been an option for MED retirees; and,

WHEREAS, the City has heretofore chosen, and is choosing again for the upcoming fiscal year to pay the cost of providing the City portion of the medical insurance benefit with current revenue and not to set aside funds for the City's OPEB obligation; and,

WHEREAS, the vision and dental benefits, with the exception of dental benefits for MED retirees, will be solely funded by participants and will not be a cost to the City nor affect its overall budget; and,

WHEREAS, although funded from current revenues, providing such other post-employment benefits means that the City is required to estimate the future cost of continuing to provide the benefits and to include said cost estimate in its annual comprehensive financial report as an accrued liability (although it is under no legal obligation to continue to maintain the benefits) under current General Accounting Standards Board (GASB) standards; and,

WHEREAS, to comply with GASB standards, the total OPEB obligation (health/medical, dental, vision and life insurance) is projected every two years by the City's actuary, Cowden Associates, Inc, and their projection of the estimated net OPEB obligation for all employees for all years for purposes of GASB 75 as projected July 1, 2024, including the former MED qualifying employees, was \$359,560,021 as of June 30, 2023, and projected to be \$418,457,810 as of June 30, 2024; and,

WHEREAS, in light of all of the foregoing, the City Council is choosing to recognize the service provided to the City and its taxpayers by its retired employees and long-term disabled employees by continuing the option for Employees to obtain other post-employment benefits for the upcoming fiscal year.

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

SECTION 1. For purposes of this resolution, the following terms shall have the meaning ascribed to them below:

(a) “City Employee” means an Eligible Former City Employee, Eligible Former Elected Official, or an LTD Enrollee.

(b) “Eligible Former City Employee” means an individual who:

(i) voluntarily separated their employment with the City or had their employment terminated as a result of a layoff or reduction in force;

(ii) is vested in either the City’s Defined Benefit Program or Defined Contribution Program;

(iii) completed 15 years of continuous employment with the City prior to their separation of employment;

(iv) had continuous coverage in the City’s Health Benefits Plan in the five years preceding their separation of employment; and

(v) either:

(A) was employed as a police officer or firefighter and was at least 55 years of age at the time of their separation of employment;

(B) had completed 30 years of continuous service with the City prior to their separation of employment; or

(C) was at least 62 years of age at the time of their separation of employment.

(c) “Eligible Former Elected Official” means an individual who:

(i) is at least 62 years of age;

(ii) served a combined total of at least eight years as mayor and/or a member of the Murfreesboro City Council but is no longer serving in either capacity;

(iii) was not removed from office pursuant to Section 22 of the Murfreesboro City Charter or Title 8, Chapter 47 of the Tennessee Code; and

(iv) has never been convicted of a crime arising from the individual’s willful misconduct in the performance of the individual’s official duties as mayor or a member of the Murfreesboro City Council.

(d) “LTD Enrollee” means a City Employee who is receiving long-term disability benefits through the City’s long-term disability insurance program.

(e) “MED Retiree” means a former MED employee who was actively

receiving retiree medical benefits with Murfreesboro Electric Department (MED) on June 30, 2020.

SECTION 2. City Employees and MED Retirees may continue to participate in the City's Health Benefits Plan in FY2026, subject to Sections 3, 4 and 5 below.

SECTION 3. A City Employee, along with that individual's eligible spouse and dependents, may participate in the City's Health Benefits Plan until the individual attains age 65. If a City Employee is aged 65 or greater at retirement or if the City Employee attains age 65, the City Employee is no longer eligible to participate in the City's Health Benefits Plan but is eligible to participate in the City's Medicare Supplement Plan.

The cost of a City Employee's participation in the City's Health Benefits Plan or in the Medicare Supplement Plan will be shared between the City Employee and the City with the City Employee paying approximately 20% of the cost and the City paying approximately 80% of the cost.

For FY2026, the monthly cost for City Employees to participate in the Medicare Supplement Plan will be: \$100.20 for individual coverage; \$200.40 for individual plus child(ren) coverage; \$200.40 for individual plus spouse coverage; and, \$300.60 for family coverage.

SECTION 4. A MED Retiree, along with that individual's eligible spouse and dependents, may participate in the City's Health Benefits Plan until the Employee attains age 65. If the MED Retiree is aged 65 or greater or if the MED Retiree attains age 65, the MED Retiree is no longer eligible to participate in the City's Health Benefits Plan but is eligible to participate in the City's Group Insurance Plan provided.

For MED Retirees in the City's Health Benefits Plan, the Medicare Supplement Plan costs will be shared between the MED Retiree and the City with the MED Retiree paying approximately 10% -12%, depending on type of coverage. The City will pay the remaining cost.

For FY2026, the cost for MED Retirees on the City's Group Insurance Plan will be \$40.50 unless the MED Retiree is eligible for a premium exemption and is not required to pay any premium. Spouses and dependents of MED Retirees pay \$405.00. Remaining premium costs of MED Retirees and spouses will be paid by the City.

SECTION 5. City Employees, and their spouses may participate in the City's Health Reimbursement Arrangement (HRA) - Medicare Plan without any cost to them. Participants will receive \$180.00 (or \$360.00 for family coverage) per month to use for qualified medical expenses.

SECTION 6. City Employees and MED Retirees may participate in the City's Dental Plan.

The cost of City Employee's participation in the City's Dental Plan will be paid solely by the Employee. For FY2026, the Employee's monthly cost to participate in

the City's Dental Plan will be: \$29.74 for individual coverage and \$83.95 for family coverage.

For FY2026, the City will pay 100% of the cost for a MED Retiree's participation in the City's Dental Plan. The City's monthly cost for MED Retiree participation in its Dental Plan is: \$29.74 for individual coverage and \$83.95 for family coverage.

SECTION 7. City Employees may participate in the City's Vision Plan. MED Retirees are ineligible to participate in the City's Vision Plan.

The cost of an Employee's participation in the City's Vision Plan will be paid solely by the Employee. For FY2026, the Employee's monthly cost to participate in the City's Vision Plan will be: \$4.46 for individual coverage and \$8.93 for employee + spouse coverage.

SECTION 8. MED Retirees and/or their spouses shall receive life insurance benefits of \$5,000.00 at no charge.

SECTION 9. City Employee and MED Retirees, or eligible spouses and dependents, must pay the costs of participating in the Health Benefits Plan, Medicare Supplement Plan, Dental Plan, and/or Vision Plan when and as directed by the City's Human Resources Department.

SECTION 10. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: FY26 Budget Resolutions
Department: Administration
Presented by: Erin Tucker, CFO/City Recorder/Treasurer

Requested Council Action:

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

Summary

Approval of the FY26 Budget Resolutions

Staff Recommendation

Approve budget resolutions for Water Resources, Sports Authority, Community Investment Trust and City Schools.

Background Information

The FY26 Budgets were submitted to Council on May 15, 2025. Council held a special budget review session on May 22, 2025, regarding these budgets.

Council Priorities Served

Responsible budgeting

The FY26 Budgets address the current economic conditions and necessary expenditures of each of these funds.

Operational Issues

FY26 Budget approval is required before June 30, 2025 in order to continue operations beginning July 1, 2025.

Fiscal Impact

The FY26 City Schools Budget projects use of \$5.96 million of the General Purpose School Fund Balance, and \$1.9 million of the School Cafeteria Fund Balance. The remaining budgets presented are balanced.

Attachments

1. 25-R-06 – Water Resources Department
2. 25-R-08 – City Schools
3. 25-R-09 – Community Investment Trust
4. 25-R-10 – Sports Authority

RESOLUTION 25-R-06 approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2026 (hereafter "FY2026")

WHEREAS, the Murfreesboro Water Resources Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Water Resources Department for the FY2026, as adopted and recommended by the Murfreesboro Water Resources Board on May 27, 2025, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2025; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

Resolution 25-R-06
Exhibit A

	Actual 2023-2024	Estimated 2024-2025	Proposed 2025-2026
<u>WATER RESOURCES DEPARTMENT:</u>			
REVENUES			
Operating Revenues	51,694,969	53,408,068	53,280,000
Other Sources	\$ 28,573,063	\$ 25,065,001	\$ 21,700,000
Total Revenue	\$ 80,268,032	\$ 78,473,069	\$ 74,980,000
EXPENDITURES			
Personnel Costs	\$ 15,325,205	\$ 15,562,975	\$ 20,513,000
Depreciation	16,802,391	\$ 17,137,000	\$ 17,566,000
Other Costs	14,568,242	14,283,800	17,533,150
Total Expenditures	\$ 46,695,838	\$ 46,983,775	\$ 55,612,150
Beginning Fund Balance	\$ 482,792,325	\$ 516,364,519	\$ 547,853,813
Ending Fund Balance	\$ 516,364,519	\$ 547,853,813	\$ 567,221,663
Employee Positions	174	176	181
Employees - Part Time	7	7	8
Total	181	183	189
Reconciliation of Fund Balance to Cash Needs:			
Total Expenditures	\$ 46,695,838	\$ 46,983,775	\$ 55,612,150
Less Depreciation (fund balance impact only)	\$ 16,802,391	\$ 17,137,000	\$ 17,566,000
Add Capital Expenditures (cash to be spent for purchases)	\$ 2,796,280	\$ 2,987,149	\$ 8,790,500
Add Debt Service (cash payments on debt due)	\$ 8,990,584	\$ 9,029,700	\$ 9,066,700
Total Expenditures Adjusted for Cash Needs	\$ 41,680,311	\$ 41,863,624	\$ 55,903,350

RESOLUTION 25-R-08 approving the budget of the Murfreesboro City Schools for the Fiscal Year 2026 (hereafter "FY2026"), 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.

WHEREAS, the Murfreesboro City School Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds including the Murfreesboro City Schools; and,

WHEREAS, a synopsis of the final proposed budget is attached as Exhibit A.

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

SECTION 1. The budget of the Murfreesboro City Schools for the FY2026, including general purpose fund, the extended school program fund, the federal and state program funds, the cafeteria fund, and the debt service fund, as adopted by the Murfreesboro City School Board on April 29, 2025 is hereby approved. A synopsis of that budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2025; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

Resolution 25-R-08
EXHIBIT A

	Actual 2023-2024	Estimated 2024-2025	Proposed 2025-2026
<u>CITY SCHOOLS:</u>			
REVENUES			
Local Taxes	\$ 33,060,875	\$ 33,647,000	\$ 33,672,500
State of Tennessee	64,002,434	65,396,956	69,273,370
Federal Government	165,105	136,765	16,200
Other Sources	9,956,030	\$9,561,908	\$8,981,103
Total Revenue	<u>\$ 107,184,444</u>	<u>\$ 108,742,629</u>	<u>\$ 111,943,173</u>
EXPENDITURES			
Salaries	\$ 87,378,079	\$ 93,791,619	\$ 101,352,175
Other Costs	14,764,918	20,447,419	16,555,323
Total Expenditures	<u>\$ 102,142,997</u>	<u>\$ 114,239,038</u>	<u>\$ 117,907,498</u>
Beginning Fund Balance	\$ 24,457,958	\$ 29,499,405	\$ 24,002,996
Ending Fund Balance	\$ 29,499,405	\$ 24,002,996	\$ 18,038,671
Employee Positions	1,302	1,321	1,323
Employees - Part Time	25	23	23
<u>CITY SCHOOLS ESP:</u>			
REVENUES			
Other Sources	\$ 5,533,773	\$ 5,185,810	\$ 6,482,235
Total Revenue	<u>\$ 5,533,773</u>	<u>\$ 5,185,810</u>	<u>\$ 6,482,235</u>
EXPENDITURES			
Salaries	\$ 4,363,403	\$ 4,309,210	\$ 5,648,440
Other Costs	1,645,419	671,890	783,665
Total Expenditures	<u>\$ 6,008,822</u>	<u>\$ 4,981,100</u>	<u>\$ 6,432,105</u>
Beginning Fund Balance	\$ 6,647,046	\$ 6,171,997	\$ 6,376,707
Ending Fund Balance	\$ 6,171,997	\$ 6,376,707	\$ 6,426,837
Employee Positions	28	28	29
Employees - Part Time	212	210	210

Resolution 25-R-08

EXHIBIT A

	Actual 2023-2024	Estimated 2024-2025	Proposed 2025-2026
<u>SCHOOL FEDERAL AND STATE PROGRAMS FUND:</u>			
REVENUES			
State of Tennessee			
Federal Government	12,708,451	7,774,431	4,906,942
Total Revenue	<u>\$12,708,451</u>	<u>\$7,774,431</u>	<u>\$4,906,942</u>
EXPENDITURES			
Salaries	\$6,504,169	\$6,258,714	\$4,463,549
Other Costs	6,204,282	1,515,717	443,393
Total Expenditures	<u>\$12,708,451</u>	<u>\$7,774,431</u>	<u>\$4,906,942</u>
Beginning Fund Balance	\$1,600,000	\$1,600,000	\$1,600,000
Ending Fund Balance	\$1,600,000	\$1,600,000	\$1,600,000
Employee Positions	102	67	66
Employees - Part Time	3	2	2
<u>SCHOOL CAFETERIA FUND:</u>			
REVENUES			
State of Tennessee	\$42,176	\$45,148	\$45,148
Federal Government	4,954,562	5,890,099	6,463,613
Other Sources	1,128,859	502,000	574,832
Total Revenue	<u>\$6,125,597</u>	<u>\$6,437,247</u>	<u>\$7,083,593</u>
EXPENDITURES			
Salaries	\$2,620,920	\$2,664,268	\$3,378,464
Other Costs	4,046,130	5,401,962	5,591,665
Total Expenditures	<u>\$6,667,050</u>	<u>\$8,066,230</u>	<u>\$8,970,129</u>
Beginning Fund Balance	\$7,016,944	\$6,448,384	\$4,819,401
Ending Fund Balance	\$6,448,384	\$4,819,401	\$2,932,865
Employee Positions	34	34	38
Employees - Part Time	68	75	75
<u>SCHOOL DEBT SERVICE FUND:</u>			
REVENUES			
Transfers In	\$4,888,069	\$4,931,023	\$4,933,818
Total Revenues	<u>\$4,888,069</u>	<u>\$4,931,023</u>	<u>\$4,933,818</u>
EXPENDITURES			
Principal	\$3,815,306	\$3,985,206	\$4,115,305
Interest	1,072,764	945,817	818,513
Total Expenditures	<u>\$4,888,070</u>	<u>\$4,931,023</u>	<u>\$4,933,818</u>
Beginning Fund Balance	\$0	\$0	\$0
Ending Fund Balance	\$0	\$0	\$0

RESOLUTION 25-R-09 approving the budget of the Murfreesboro Community Investment Trust (CIT) for the Fiscal Year 2026 (hereafter "FY2026").

WHEREAS, the Murfreesboro Community Investment Trust (CIT) presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Community Investment Trust for the FY2026, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2025; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

Resolution 25-R-09
 Exhibit A

	Actual 2023-2024	Estimated 2024-2025	Proposed 2025-2026
<u>COMMUNITY INVESTMENT TRUST:</u>			
REVENUES			
Transfers In	\$ 10,040,134	\$ 10,290,134	\$ 10,540,135
Other Sources	2,985,542.91	1,154,006	780,000
Total Revenue	<u>\$ 13,025,677</u>	<u>\$ 11,444,140</u>	<u>\$ 11,320,135</u>
EXPENDITURES			
Transfer to General Fund	\$ 155,000	\$ 2,229,560	\$ 2,944,978
Other Costs	135,535	572,953	721,735
Total Expenditures	<u>\$ 290,535</u>	<u>\$ 2,802,513</u>	<u>\$ 3,666,713</u>
Beginning Fund Balance	\$ 41,519,501	\$ 54,254,643	\$ 62,896,270
Ending Fund Balance	\$ 54,254,643	\$ 62,896,270	\$ 70,549,691

RESOLUTION 25-R-10 approving the budget of the Murfreesboro Sports Authority for the Fiscal Year 2026 (hereafter "FY2026").

WHEREAS, the Murfreesboro Sports Authority Board presented a proposed budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Murfreesboro Sports Authority for the FY2026 is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2025; any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

Resolution 25-R-10
 Exhibit A

	Actual 2023-2024	Estimated 2024-2025	Proposed 2025-2026
<u>SPORTS AUTHORITY:</u>			
REVENUES			
Transfers In	\$ -	\$ 250,000	\$ 250,000
Other Sources	-	0	0
Total Revenue	\$ -	\$ 250,000	\$ 250,000
EXPENDITURES			
Transfer to General Fund	\$ -	\$ 150,000	\$ 78,875
Other Costs	-	100,000	171,125
Total Expenditures	\$ -	\$ 250,000	\$ 250,000
Beginning Fund Balance	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Purchase of Henderson Family Properties 654 W Main St

Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider acquisition of 654 West Main St.

Staff Recommendation

Approve the Purchase and Sale Agreement and authorize the Mayor and City Manager to sign documents necessary for due diligence and completion of the real estate purchase.

Background Information

An agent representing the seller contacted City staff to inquire about our interest in purchasing this parcel. It is surrounded by city-owned properties and consists of a building slab and foundation on 0.18 acres. The property has some utility for the Public Works Division as it is and may be beneficial to reuse and/or redevelopment of the West Main Public Works facilities later with the anticipated development of a Public Works South facility on Butler Drive. Following a review of the property and its limitations and locations, the City and Seller agreed to a Purchase and Sale Agreement including a purchase price of \$105,000.

Council Priorities Served

Expand Infrastructure

Purchasing the property can provide additional parking and storage and can combine with other City properties for future opportunity for reuse and/or redevelopment of the City parcels on West Main St.

Fiscal Impact

The land purchase (\$105,000) and reasonable and customary closing and due diligence costs are estimated not to exceed \$150,000 and will be funded from Property Acquisition and contingency from the 2025 CIP.

Attachment

Purchase and Sale Agreement – Henderson Family Properties 654 W Main St

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into as of the date of the last party to sign (the “**Agreement Date**”), by and between the **CITY OF MURFREESBORO**, a municipal corporation in Rutherford County in the State of Tennessee (“**City**”), and **THE HENDERSON FAMILY PROPERTIES LTD PARTNERSHIP**, a Tennessee limited partnership (collectively, “**Seller**”), for themselves, and their heirs, successors and assigns.

For good and valuable mutual consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, City agrees to purchase from Seller and Seller agrees to sell to City that certain real property together with all improvements located in Rutherford County, Tennessee, being improved property located at 654 West Main Street, Murfreesboro, Tennessee, Tax Map 091K Group L Parcel 014.00, containing approximately 0.18 acres total, as more particularly described on Exhibit “A” and substantially as shown on Exhibit “B”, each exhibit being attached hereto and incorporated herein by reference (the “**Property**”), upon the following terms and conditions:

1. The purchase price of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) (the “**Purchase Price**”) shall be payable by City check at the Closing.
2. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place at the office of Gateway Title, located at 1639 Medical Center Pkwy Ste 102, Murfreesboro, TN 37129, on or about the 30th day after the expiration of the Due Diligence Period, as defined below, or, if sooner, the date that City notifies Seller that the City’s due diligence is complete and that the City is prepared to close, unless another time and/or place is agreed to by the Parties in writing (the “**Closing Date**”). City shall be entitled to extend the Closing Date one time for up to thirty (30) days, by delivering written notice to Seller at least two (2) business days prior to the scheduled Closing Date. At the closing:
 - a. Seller shall deliver a General Warranty Deed to the Property in form and substance acceptable to the City along with possession of the Property.
 - b. Seller shall pay the cost of preparing and obtaining any releases or other documents necessary for Seller to be able to provide good title.
 - c. Seller shall be solely responsible for all real and personal property taxes through the Closing Date.
 - d. The City shall deliver a City check representing the balance of the Purchase Price as same may be adjusted by any closing items.
 - e. The City shall pay the cost of preparing and recording the General Warranty Deed, and all other costs of Closing except as specifically provided herein.

- f. The City shall, at its cost, obtain a policy of Title Insurance from a title company assuring good, sufficient and marketable title to the Property subject only to those Exceptions, as defined in Section 3(a), that have been accepted in writing by the City.
 - g. Each party will deliver such other documents or certificates as may be necessary to effectuate the closing of the transaction.
- 3. The City shall have one hundred eighty (180) days after the Agreement Date to conduct due diligence with respect to the Property (the “**Due Diligence Period**”); any extension shall require the consent of Seller. Due diligence shall include but shall not necessarily be limited to the following:
 - a. Within ten (10) days after the Agreement Date, City will order a Title Commitment for the property from a title company, along with copies of all documents that appear as exceptions or encumbrances (“**Exceptions**”) to or upon the title. City shall have ten (10) days after receipt of the Title Commitment to object to any of the Exceptions. If the City objects to any such Exception, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Agreement, at which time the parties shall have no further obligation to each other.
 - b. During the Due Diligence Period, City may perform whatever inspections and/or assessments of the Property that City deems appropriate, including (without limitation) building inspections, sampling and testing of building materials, environmental assessments, geotechnical reports, surveys, etc. City shall act reasonably in undertaking such inspections and assessments so as not to unreasonably interfere with Seller’s ongoing operations on the Property. The City or its contractors shall repair the surface of the Property so as not to be a hazard to persons on the Property. City’s obligations herein are contingent upon receiving satisfactory results and information from all such inspections and assessments.
- 4. Violations and Remedies.
 - a. If the City objects to any title exception or discovers conditions or circumstances during the course of its due diligence that are unacceptable to the City (“**Objections**”), the City shall promptly notify Seller in writing. If the City gives notice of an Objection, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Agreement within the Due Diligence Period.
 - b. If Seller shall default in the performance of any of Seller’s obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a “**Seller Default**”), City’s sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller, whereupon this

Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within sixty (60) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to City as a result thereof, then City shall be entitled to (and Seller shall reimburse City for) City's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term " City's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by City for: (i) title examination, survey, and municipal searches, including the issuance of City's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to City's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by City in connection with the negotiation of this Agreement and City's due diligence with respect to the Property. Upon the reimbursement of City's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

5. Seller represents that, to the best to its knowledge, information, and belief, there are not and have been no hazardous substances, including without limitation, any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes, stored, discharged or leased, generated or allowed to escape from the Property; nor are there underground storage tanks located on the property; nor are polychlorinated biphenyls located on or in the Property; and there are no investigations, administrative orders, consent orders and agreements, litigation or settlements with respect the Property. These representations are independent and shall survive Closing and delivery of the deed.
6. The Closing is contingent upon the following:
 - a. The City, in its sole discretion, being satisfied that Seller can convey title to Property at the Closing that is satisfactory to the City;
 - b. The City, in its sole discretion, being satisfied that the Property is suitable for use by the City for its intended purpose;
 - c. All representations of Seller being true and accurate at the time of the Closing.

7. Time is of the essence in the performance of this Agreement. In the event of default by either party, the non-defaulting party shall have all rights and remedies permitted or allowed under the law and in equity, including without limitation specific performance.
8. Any notice permitted or required by this Agreement shall be in writing and shall be deemed to have been received upon the date of actual delivery if delivered in person (with written confirmation of receipt) or by reputable overnight delivery service (receipt requested); or upon the date of delivery or first attempted delivery if sent by U.S. Certified or Registered Mail (in each case, return receipt requested, postage pre-paid).

Notices to the City shall be delivered to:

City Manager
 111 W. Vine Street
 Murfreesboro, TN 37130
 Email: dgore@murfreesborotn.gov.

With a copy to:

City Attorney
 111 Vine Street, Murfreesboro, TN 37130
 Email: atucker@murfreesborotn.gov

Notices to Seller shall be delivered to:

Robin Seay, Compass RE
 1535 W. Northfield Blvd., Ste 7
 Murfreesboro, TN 37129
 Email: robinseay@realtracs.com

With a copy to:

Kathryn Pardo
 Email: Kpardo@zaconsult.com

9. REALTOR®'S FEE. Seller has retained the brokerage services of Robin Seay (“**Broker**”) with respect to this transaction. Seller agrees to pay Broker a total cash fee of 3% of the total sales price as a real estate commission. In the event the property is sold, exchanged, transferred, or conveyed by the Seller during the term of this Agreement, Seller agrees to pay Broker such fee. The fee shall be deemed earned under any of the following conditions:
 - a. If during the term of this Agreement, Broker, Seller, or anyone else produces a ready, willing, and able Buyer;
 - b. If during the term of this Agreement, the property is sold, exchanged, transferred, or conveyed;
 - c. If within 60 days after the expiration of this Agreement, the property is sold, exchanged, transferred, or conveyed to any person to whom the property was shown or with whom Broker, Seller, or any other person communicated regarding the property during the term of this Agreement, unless the property is listed with another licensed real estate broker on an exclusive basis. Seller shall pay Broker such fee, in cash, at the time of closing or upon any default by Seller.

This fee is for the Broker named herein only, as no compensation will be offered to a cooperating broker or City’s agent. Except as provided herein, Seller and City represent and warrant that neither has retained any broker or other agent who will have a claim for a commission or other fee with respect to this transaction. City and Seller shall, to the extent allowed under Tennessee law, indemnify each other from and against claims by or on

behalf of any other person or entity claiming a commission or other fee through them with respect to this transaction, except as provided in this Section 9.

10. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There shall be no amendments except in writing signed by both parties.
11. This Agreement shall in all things be governed by the laws of the State of Tennessee. Venue for any dispute between the parties shall be in the Circuit Courts of Rutherford County, Tennessee.
12. THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNTIL APPROVED BY THE MURFREESBORO CITY COUNCIL.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, City and Seller have set forth their hands and seals below.

CITY OF MURFREESBORO

**THE HENDERSON FAMILY
PROPERTIES LIMITED
PARTNERSHIP**

By: Shane McFarland, Mayor

By: _____

Date: _____

Its: _____

Date: _____

ATTEST:

By: Erin Tucker, City Recorder

Date: _____

APPROVED AS TO FORM:

By: Adam F. Tucker, City Attorney

Date: _____

APPROVED BY CITY COUNCIL: _____.

Exhibit "A"

Legal Description

All that certain tract, piece or parcel of land situated, lying and being in the 4th Ward of the City of Murfreesboro, and 13th Civil District of Rutherford County, Tennessee, bounded and described as follows: BEGINNING at a point on the north margin of the pavement line on the north side of West Main Street, the same being 80 feet east from the center line of the street leading north across the concrete bridge to the Carnation Plant, also this point being the southwest corner of the lot, and running thence east, with north margin of the pavement on the north side of West Main Street 50 feet to a stake; thence north 152 feet to the northeast corner of the building; thence west 50 feet to the northwest corner of the building; thence south 152 feet to the point of beginning, and being the same parcel of real estate conveyed to The Henderson Family Properties Limited Partnership from Matt W. Henderson and wife, Maxine Henderson, by Deed dated December 22nd, 1998, recorded in Book No. 643, Page 179, Registrar's Office, Rutherford County, Tennessee.

BEING improved property known as 654 West Main Street, Murfreesboro, Tennessee.

Exhibit "B"

Subject property shown by hatch marks



COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Discovery School Interior Painting

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the agreement with BJB Construction Company, Inc., for the repainting of the interior of the Discovery School.

Staff Recommendation

Approve the agreement with BJB Construction Company, Incorporated.

Background Information

The existing paint scheme of the school is old, dated, and heavily soiled in the high traffic areas. Painting these areas will give its interior a refreshed and more modern appearance. This project paints all classrooms, hallways, restrooms, library, gymnasium, one outbuilding, and any previously painted casework.

This project was competitively bid, and BJB Construction Company, Inc., was the lowest responsible bidder. It is pending legal approval of contract and payment and performance bonds.

Council Priorities Served

Responsible Budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The project cost, \$110,282, is funded by County Shared Bonds.

Attachments

1. Agreement with BJB Construction Company, Inc.
2. Bid Tab Sheet for Discovery School Interior Painting

**Agreement
for
Interior Painting of Discovery School**

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **BJB Construction Company, Inc.**, a for-profit corporation of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

- This document;
- ITB-42-2025- Interior Painting of Discovery School issued May 6, 2025 (the "Solicitation");
- Contractor's Proposal, dated May 20, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, May 20, 2025 (the "Price Proposal"); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and labor ("Services") to perform the interior painting of Discovery School at 1165 Middle Tennessee Boulevard, Murfreesboro, TN in accordance with the Contractor's Proposal dated May 20, 2025, and the City ITB dated May 6, 2025 and Price Proposal.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep a competent resident superintendent on the work site at all times during work progress. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
 3. The Goods identified in the Scope of Work will be new, except as otherwise provided it the

Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- h. Safety and Protection.
1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City

or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term**. The term of this Agreement shall be from the Notice to Proceed to July 21, 2025. All work must be completed by July 21, 2025. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment**. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to ITB-42-2025, which reflects a **total price of \$110,282.00**. **This total includes a**

5% Owner's Contingency of \$5,252.00, to be used solely at the Owner's discretion. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from Facilities Maintenance, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.

4. **Liquidated Damages.** Whereas the Owner will suffer loss of use if the project is not complete on or before July 21, 2025, the Contractor and their Surety shall be liable for and shall pay to the Owner the sum of Two Hundred Dollars (\$200.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete. The City representative or architect shall verify date that work is substantially complete.
5. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
6. **Payment and Performance Bonds.** Contractor must furnish a Performance Bond and a Payment Bond each in the amounts of 100% of the Contract Sum covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued on a form acceptable to the City by a surety licensed in the State of Tennessee. The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor. The City will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the City and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
7. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

8. Notices.

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

If to the City of Murfreesboro:	If to Contractor:
City Manager	BJB Construction Company, Inc.
City of Murfreesboro	Attn: Nathaniel Benbow
111 West Vine Street	1373 Holly Tree Gap Road
Murfreesboro, TN 37130	Brentwood, TN 37027
	nathan@bjbconstruction.com

- 9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with

the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and Board Policy.
16. **Background Checks.** Contractor shall comply with T.C.A. §49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
17. **Tobacco Free Policy.** Pursuant to Murfreesboro City School Board Policy 1.803, the use of tobacco and tobacco products, including smokeless tobacco, are prohibited on all of the Murfreesboro City School property.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that

Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
25. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
26. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
27. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO, TENNESSEE

BJB CONSTRUCTION COMPANY, INC.

By: _____
Shane McFarland, Mayor

By: _____
Nathaniel Benbow, Estimator/Principal Officer

Approved as to form:

Adam F. Tucker, City Attorney

Exhibit A
Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

1.3 Each general liability policy must be endorsed or written to:

- a. Include the per project aggregate endorsement;
- b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
- c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
- d. Includes a severability of interest clause; and
- e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.
6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:
 - 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
 - 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
 - 6.3 Include the Project per aggregate endorsement;
 - 6.4 Waive all rights of subrogation against the Owner;
 - 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
 - 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.
7. **Certificates and Endorsements**
 - 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
 - 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
 - 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

Murfreesboro City Schools

Opened May 20, 2025

**Bid Tabulation Sheet For
ITB-42-2025- Interior Painting of Discovery School**

Contractors	Price	GC Form/ License	Iran /Israel	Non-Collusion Affidavit	Drug Free Workplace	References	Signature Sheet	Vendor Info Sheet	Bid Bond
BJB Construction Company	\$110,282.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CIP- Charlie Irwin Painting, LLC	\$149,174.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CMG Contractors	\$125,662.47	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Echelon Design and Build	\$197,085.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Leland Inc	\$319,830.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Noirstone Investment	DQ- N GC License	No/No							
Pinnacle Construction Partners	\$223,587.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Property Restoration Services, LLC	\$178,500.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Recommend Award to:

Amount of:

Bid Opened by: Megan Strode / Senior Purchasing Analyst

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Hobgood Elementary Interior Painting

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the agreement with CMG Contractors, Inc., for the repainting of the interior of Hobgood Elementary School.

Staff Recommendation

Approve the agreement with CMG Contractors, Incorporated.

Background Information

The existing paint scheme in the oldest portion of the school is old, dated, and heavily soiled in high traffic areas. Painting these areas will give its interior a refreshed and more modern appearance. This project paints all classrooms, hallways, restrooms, and the library, and any previously painted casework in the oldest portion of the building. These areas will be painted to match the newest portion of the building, which does not need to be painted at this time.

This project was competitively bid, and CMG Contractors, Inc., was the lowest responsible bidder. It is pending legal approval of contract and payment and performance bonds.

Council Priorities Served

Responsible Budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The project cost, \$103,000, is funded by County Shared Bonds.

Attachments

1. Agreement with CMG Contractors, Inc.
2. Bid Tab Sheet for Hobgood Elementary School Interior Painting

**Agreement
for
Interior Painting of Hobgood Elementary**

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **CMG Contractors, Inc.**, a for-profit corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document;
- ITB-43-2025- Interior Painting of Hobgood Elementary issued May 6, 2025 (the "Solicitation");
- Contractor's Proposal, dated May 20, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, May 20,2025, (the "Price Proposal"); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and labor ("Services") to perform the interior painting of Hobgood Elementary at 307 Baird Lane, Murfreesboro, TN in accordance with the Contractor's Proposal dated May 20, 2025, and the City ITB dated May 6, 2025, and Price Proposal.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep a competent resident superintendent on the work site at all times during work progress. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
 3. The Goods identified in the Scope of Work will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence

as to the kind and quality of materials and equipment.

4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- h. Safety and Protection.
1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City

or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term**. The term of this Agreement shall be from the date of the Notice to Proceed to July 21, 2025. All work **must be completed** by July 21, 2025. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment**. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to ITB-43-2025, which reflects a **total price of \$103,000.00. This includes a 5% Owners Contingency of \$4,901.72, to be used solely at the Owner's discretion.** Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice

after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from Facilities Maintenance, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.

4. **Liquidated Damages.** Whereas the Owner will suffer loss of use if the project is not complete on or before July 21, 2025, the Contractor and their Surety shall be liable for and shall pay to the Owner the sum of Two Hundred Dollars (\$200.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete. The City representative or architect shall verify date that work is substantially complete.
5. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
6. **Payment and Performance Bonds.** Contractor must furnish a Performance Bond and a Payment Bond each in the amounts of 100% of the Contract Sum covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued on a form acceptable to the City by a surety licensed in the State of Tennessee. The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor. The City will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the City and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
7. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure,

regardless of any language in any attachment or other document that Contractor may provide.

8. Notices.

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

If to the City of Murfreesboro:	If to Contractor:
City Manager	CMG Contractors, Inc.
City of Murfreesboro	Attn: Marcus Hayes
111 West Vine Street	2718 Scovel Street
Murfreesboro, TN 37130	Nashville, TN 37208
	marcus@cmgnashville.com

- 9. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such

nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and Board Policy.
16. **Background Checks.** Contractor shall comply with T.C.A. §49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
17. **Tobacco Free Policy.** Pursuant to Murfreesboro City School Board Policy 1.803, the use of tobacco and tobacco products, including smokeless tobacco, are prohibited on all of the Murfreesboro City School property.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
25. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
26. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
27. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO, TENNESSEE CMG CONTRACTORS, INC.

By: _____
Shane McFarland, Mayor

By: _____
Marcus Hayes, President

Approved as to form:

Adam F. Tucker, City Attorney

Exhibit A
Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

Each general liability policy must be endorsed or written to:

Include the per project aggregate endorsement;

Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");

Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;

Includes a severability of interest clause; and

Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. **Auto Liability Insurance**

- | Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- | This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- | This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. **Term of Coverage**

- | The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- | If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- | Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- | All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. **Subcontractor and Lower-Tier Entities Insurance Requirements**

- | Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- | Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- | Provide that attorney's fees are outside of the policy's limits and be unlimited;
- | Include the Project per aggregate endorsement;
- | Waive all rights of subrogation against the Owner;
- | Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- | Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- | Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- | Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- | If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- | Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- | With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- | Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- | The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

**Bid Tabulation Sheet For
ITB-43-2025- Interior Painting of Hobgood School**

Contractors	Price	GC Form/ License	Iran /Israel	Non-Collusion Affidavit	Drug Free Workplace	References	Signature Sheet	Vendor Info Sheet
BJB Construction Company Inc.	\$105,908.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
CIP- Charlie Irwin Painting LLC	\$162,866.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
CMG Contractors	\$103,000.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
Echelon Design and Build	\$170,100.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
Leland, Inc.	\$383,250.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pinnacle Construction Partners	\$206,286.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
Property Renovation Services LLC	\$178,500.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yellow Line Construction LLC	\$103,425.00	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes

Recommend Award to:
 Amount of:
 Bid Opened by: Megan Strode / Senior Purchasing Analyst

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Mitchell-Neilson Elementary Flooring Renovations

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the agreement with Romach, Inc., for the flooring renovations at Mitchell-Neilson Elementary School.

Staff Recommendation

Approve the Notice of Award to Romach, Incorporated.

Background Information

The existing vinyl composite tile (VCT) floors are old, outdated, and labor intensive to keep clean. Removal of the tile and sealing the concrete floors underneath will modernize the facility and provide a more effective solution to long-term maintenance needs. This project removes all the vinyl tiles in the hallways and classrooms in the two new sections of the main building and the modular building, removes imperfections, and seals the exposed concrete.

This project was competitively bid, and Romach, Inc., was the lowest responsible bidder. It is pending legal approval of contract and payment and performance bonds.

Council Priorities Served

Responsible Budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The project cost, \$244,207, is funded by County Shared Bonds.

Attachments

1. Notice of Award to Romach, Inc.
2. Bid Tab Sheet for Mitchell-Neilson Elementary School Flooring Renovations



NOTICE OF AWARD

Owner:	City of Murfreesboro	Owner's Contract No.:	
Contractor:	Romach, Inc.	Contractor's Project No.:	ITB-41-2025
Project:	Flooring for Mitchell-Neilson Elementary	Contract Name:	Mitchell-Neilson Elementary Flooring
		Effective Date of Contract:	Anticipated June 6, 2025

TO CONTRACTOR:

You are notified that Owner has accepted your Bid dated May 29, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the above-mentioned Project.

The Total Contract Price of the awarded Contract is \$244,207.00. The Contract price includes \$232,578.00 based on the bid submitted on May 29, 2025, as well as a 5% Owner's Contingency of \$11,629.00, to be used solely at the Owner's discretion. Contract Price is subject to adjustment based on the provisions of the Contract.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders Section 1.46 and 1.47 and in the Sample Agreement, Sections 4 and 5 and Exhibit A. Payment and Performance bonds should be left undated.
2. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited, if applicable. Upon Receipt and Approval of the required bid security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner: City of Murfreesboro

By: _____

Shane McFarland, Mayor

Opened 05/29/2025

**Bid Tabulation Sheet
For
ITB-41-2025 Mitchell-Neilson Flooring**

Contractors	Price Unit/total	Contractor's License	Iran Divestment /Israel Non-Boycott	Non-Collusion Affidavit	Drug Free Workplace	References	Signature Sheet	Vendor Info Sheet	Bid Bond
BJB Construction	\$270,348	✓	✓	✓	✓	✓	✓	✓	✓
Rice Construction	\$261,450	✓	✓	✓	✓	✓	✓	✓	✓
Romach Inc	\$244,207	✓	✓	✓	✓	✓	✓	✓	✓

Recommend Award to: Romach, Inc.

Amount of: \$244,207

Bid Opened by: Marina Rush/ Purchasing Analyst

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: LJA Task Order – 2025 Sewer Rehab Project Design

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approval of the engineering design contract for MWRD’s 2025 sewer rehabilitation project with LJA.

Staff Recommendation

Approve Task Order No. 2963-0011. The Water Resources Board recommended approval of this matter on May 27, 2025.

Background Information

As the current sewer rehabilitation project gets close to the finish line, staff requests approval of the attached Task Order for design, construction administration and resident inspection for our next sewer rehabilitation project. It is staffs’ goal to minimize the down time between sewer rehabilitation contracts.

Sewer rehabilitation is required maintenance and renewal of our sewer system and needed to keep the sewer system working properly.

LJA has preliminary estimates for their work, based on a construction project size of \$3.0M including the addition of development warranty sewer punch list work as requested by the Developer. This proposal is in an amount not to exceed \$452,500 total. Of this total, \$124,750 lump sum is for design, \$105,000 for construction administration, \$195,000 for resident inspection and \$27,750 for permitting with TDEC and CSX Railroad. Staff also intends to have a staff inspector assigned to the project since at times up to 4-5 crews can be working in various locations at the same time.

Council Priorities Served

Expand infrastructure

Sanitary sewer rehabilitation extends the City’s sewer infrastructure service life by providing structural support. It also reduces infiltration and inflow of groundwater into the sewer system which frees up capacity and allows infrastructure to expand and serve additional development area.

Fiscal Impact

The expense, or \$452,500, will be funded through the FY26 Budget and Working Capital Reserves. Bids for construction will be brought back to the Board for approval at a later date.

Attachments

LJA Task Order 2963-0011



May 1, 2025

TASK ORDER RV

Ms. Valerie Smith, PE
Director
Murfreesboro Water Resources Department
316 Robert Rose
Murfreesboro, Tennessee 37129

RE: Engineering Services as Related to the
2025 Sanitary Sewer Rehabilitation Project
Murfreesboro Water Resources Department
City of Murfreesboro, Tennessee
LJA Task Order No. 2963-0011

Dear Ms. Smith,

LJA Engineering, Inc. ("LJA") is pleased to provide this proposal for engineering services associated with the 2025 Sanitary Sewer Rehabilitation Project for Murfreesboro Water Resources Department ("Client"). This task order is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on March 4, 2021, by and between LJA Engineering, Inc. and the City of Murfreesboro ("Client").

The following Scope of Services more specifically define the phases and associated tasks related to the project.

Scope of Services

1.0 Design, Advertise, & Bidding Services

- LJA staff will prepare design documents, technical specifications, associated maps, and drawings required to convey the scope of work to prospective contractors which includes but not limited to manhole, lateral, and mainline rehabilitation within priority areas of the collection system. It is anticipated that the construction value of the project will be approximately \$3.0 million of rehabilitation of defective manholes, mainlines and lateral connections. Additionally, the project will consist of the inclusion of warranty work items to be completed as part of this project. The extent of this work is somewhat fluid and currently includes a list provided by Murfreesboro Water Resources Department (MWRD) to LJA staff; however, it is expected that the inclusion of additional work will be incorporated into the project after the Notice-to-Proceed date and will be handled through the Construction Administration Scope of Services. The project will require a construction period of approximately 300 days. Specific tasks to be performed by LJA staff include:
 - Initial coordination with the Client to discuss specific areas of the system in which rehabilitation will be performed. This will include up to two (2) in person meetings with the Client.
 - Receiving CCTV files and associated PACP database from Client for areas to be considered within the project. LJA staff will facilitate the review of files received and provide comments to Client regarding additional information that may be required.
 - Receiving GIS files and associated Personal Geodatabases for base layers, historical rehabilitation layers, and other pertinent GIS layers and/or databases necessary to perform the design of the project.

May 1, 2025

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- Integration of the CCTV videos and associated database files into the GIS in preparation to assign design recommendations.
- Prepare a preliminary design plan of manholes, laterals, and mainlines based on a priority ranking system which would also include the preparation of a design application in GIS format where the Client can provide feedback regarding design parameters.
- Conduct one (1) preliminary design meeting with the Client and discuss the priority items to be repaired. LJA staff will receive comments from the Client and make associated revisions. One (1) follow-up meeting with the Client will be conducted in order to finalize design parameters.
- Prepare an engineering opinion of probable costs and relay to the Client the anticipated cost of construction such that construction items might be added or subtracted based on a maximum budget amount.
- Prepare a final design package within the GIS along with an associated PDF copy of an 11x17 map book showing associated rehabilitation illustrated via GIS symbology which will be included with the electronic set of contract documents to prospective bidders.
- Prepare a final set of GIS maps in PDF format and associated Master Spreadsheet to be included with the bid package.
- Prepare the RPR application with the design information to be used for RPR services in the field during construction.
- Prepare bid documents and coordinate with potential bidders to receive necessary information as requested.
- Prepare and submit advertisement to the local paper on behalf of the Client and send out additional advertisement email to prospective specialty contractors.
- Conduct a mandatory pre-bid meeting to discuss project details
- Receive and respond to Request for Information (RFIs) during the bidding process
- Conduct a bid opening, prepare certified bid tabulation, perform a reference check of the potential low bidder and prepare a recommendation of award.
- Prepare conformed contract documents and facilitate the execution of both the contractor and Client. A total of eight (8) hard bound project manuals will be produced (2-Client, 2-Contractor, 2-LJA, 2-Field sets for RPR [1 for Client,1 for LJA])

2.0 Construction Administration Services

- LJA staff will provide Construction Administration (CA) services throughout the project. Based on the construction budget as described above, it is anticipated that CA will be performed for a 300-day construction period. It is expected that additional Warranty Items will be added to the project during construction as items are submitted to MWRD from developers. Integration of the design of this work will be facilitated as part of this task. Specific tasks to be performed include the following:
 - Conduct a pre-construction conference with contractor and Client
 - Receive and review submittals from contractor prior to the commencement of work
 - Conduct monthly progress meetings, create agendas, compile meetings minutes, distribute meeting minutes, and assist the Client with coordinating the flow of work.
 - Provide project coordination with the Client and contractor
 - Receive and incorporate additional warranty items from MWRD staff
 - Assist the Client by facilitating requested Change Orders or incorporating additional work

May 1, 2025

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- Review and approval of monthly pay application from the contractor
- Review association documentation submitted with each pay application to verify work completed.
- Formulate punch list items as work is completed and reviewed.
- Coordinate completion of punch list items.
- Perform final project close-out items and reconciliation of final quantities.
- Create a final GIS record drawing of work completed and submit to the Client as a GIS layer package.

3.0 Resident Project Representation Services

- LJA staff will assist the Client in providing Resident Project Representation (RPR) services throughout the project. Based on the construction budget as described above, it is anticipated that CA will be performed for a 300-day construction period. Specific tasks to be performed include the following:
 - Provide one (1) Senior Resident Project Representative (SR RPR) to supervise the RPR team and interface with the Client, Contractor, and other significant stakeholders as identified by the Client. The SR RPR will provide QA/QC of the associated reports and conduct briefings to the Client as needed throughout the project.
 - Provide one (1) RPR to observe work as required throughout the project and coordinate with the local Superintendent on the project site. The RPR will serve as the SR RPR assistant on the project site and as such will coordinate all other RPR's on the project site to facilitate work.
 - Coordinate with the Client regarding RPR duties and flow of work.
 - Assist with review of submittals prior to commencement of work.
 - Keep daily records of construction activities completed by documentation through photos and work description
 - Update online RPR application as work is performed and coordinate with the Client to facilitate use of construction maps (RPR application) to document work completed.
 - Monitor site restoration and ensure fairness in resolving complaints.
 - Coordinate with Client and contractor regarding construction schedule
 - Provide recommendations to the LJA Project Engineer and Client regarding site conditions and construction issues as needed
 - Coordinate and communicate with the general public regarding construction work, schedules, and other related issues.
 - Assist with the review and reconciliation of monthly pay applications
 - Assist with facilitating change orders for additional work or change in scope

The associated scope and fee for this task assumes the Client will provide one (1) qualified full-time RPR throughout the project to observe work performed by the contractor. Should the Client not provide one full-time RPR, additional scope and fee may be required.

May 1, 2025

Page 4 of 5

4.0 Permitting

- TDEC Plans & Specifications Review
 - Submit plans and specifications for approval and respond to RFIs.
 - There is one (1) potential location where permitting may be required which would include a submittal of an ARAP and SWPPP as listed below:
 - Bypass set up for the repair of segment 043B009A_043B0090
- CSX Railroad
 - Based on an understanding of the requirements communicated by CSX, LJA will provide the following services:
 - Determine the path of right of entry to perform the work along the segment
 - If an existing agreement is not currently in place, LJA staff will coordinate with MWRD staff and CSX to determine the extents of requirements to facilitate a current agreement
 - Facilitate finalization and approval of CSX agreement with MWRD.
 - Develop and submit As-builts/Agreement exhibits to CSX for the segment to be repaired (026B001C_026B001B) within the railroad Right-of-Way (ROW)
 - Respond to associated RFIs.
 - Coordinate with CSX representatives for required flagging and inspection.

Note: Should CSX permitting require additional design changes, a contract amendment for associated design scope and fee may be required. Additional survey would require a Right-of-Entry permit from CSX and is not included in the scope of this project.

Client's Responsibilities

Client shall be responsible for the following items:

- Provide required CCTV data and associated databases
- Provide an update/current GIS base data for sewer, water, streets, historical SSES, and other related layers pertinent to the project.
- Provide review of front-end documents and related specifications needed for the project.
- Provide a minimum of one (1) full-time RPR throughout the project to assist LJA full-time RPR.

Compensation

We propose to provide the specific services described above to be billed as follows:

The fee for Task 1 – Design, Advertise, & Bidding Services, will be billed on a lump sum basis in the amount of \$124,750.

The fee for Task 2 – Construction Administration, will be billed hourly on a cost-plus max basis at standard rates with a not-to-exceed maximum of \$105,000.

The fee for Task 3 – Resident Project Representation, will be billed hourly on a cost-plus max basis at standard rates with a not-to-exceed maximum of \$195,000.

The fee for Task 4 – Permitting, will be billed hourly on a cost-plus max basis at standard rates with a not-to-exceed maximum of \$27,750.

Total Compensation Fee = \$452,500.

May 1, 2025

Page 5 of 5

Any work not authorized within three (3) months of the date of this agreement will be subject to renegotiations based on current rates.

Schedule

LJA staff will proceed with Task 1 upon receipt of this executed agreement. It is anticipated that Task 1 will be completed approximately 60 days. LJA staff and the Client will mutually set the bidding and construction periods during the design process.

Reimbursables and additional services

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf.

Authorization

If this proposal is acceptable, please provide the required signatures below. We appreciate the opportunity to submit this Task Order and look forward to working with you on this project. If you have any questions, please contact me at your convenience.

Sincerely,

Travis E. Wilson, PE
Vice President

Accepted By:
**CITY OF MURFREESBORO/
MURFREESBORO WATER RESOURCES
DEPARTMENT**

By: _____

Name: Mayor Shane McFarland

Title: Mayor

Date: _____

APPROVED AS TO FORM:

Signed by:
By: Adam F Tucker
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Name: Adam Tucker

Title: City Attorney

Date: 5/1/2025

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: LJA Sewer Asset Management Plan Task Order Amendment No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Amendment No. 1 to the Asset Management Plan (AMP) Task Order (TO) for assistance with implementing a Standard Operating Procedure (SOP) to keep the AMP current.

Staff Recommendation

Approve the LJA Asset Management TO Amendment No. 1. The Water Resources Board recommended approval of this item on May 27, 2025.

Background Information

The Department, through the City, was awarded \$10,115,422 in grant funds for three projects. They are the 2021 and 2023/24 Sewer Rehabilitation, and the Hobas Pipe Rehabilitation projects. The original TO was to prepare the AMP, as required by TDEC, for the Department to receive the last 20% of the grant monies.

LJA used the template provided by TDEC as guidance for the information that should go into the plan. Preparing this plan, even though it was a requirement, will benefit the Department going forward as a tool in assisting staff to prioritize the sewer rehabilitation and also categorize critical infrastructure. That being said, staff sees the benefit of keeping this document current and therefore would like LJA’s assistance in implementing an SOP in receiving, documenting and updating the AMP data into our GIS system.

Council Priorities Served

Responsible budgeting

Implementing an SOP to keep the AMP current will allow staff to better prioritize O&M daily actions as well as future sewer rehabilitation projects.

Fiscal Impact

The SOP implementation expense, or \$67,000, added to the original Asset Management TO expense of \$85,000, will be funded from working capital reserves totaling \$152,000.

Attachments

LJA Asset Management Task Order Amendment No. 1



May 5, 2025

TASK ORDER DATED 10/14/24 AMENDMENT NO. 1

Ms. Valerie Smith, PE
Executive Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, Tennessee 37130

RE: Amendment No. 1 for Engineering Services as Related to the Asset Management Plan
Murfreesboro Water Resources Department
City of Murfreesboro, Tennessee
LJA Task Order No. 20241014

Dear Ms. Smith,

LJA Engineering, Inc. ("LJA") is pleased to provide this Amendment to the Task Order dated October 14, 2024 and signed by Mayor McFarland November 8, 2024, (this Amendment adding Task 5, as outlined below) for the Asset Management Plan which was required for the Division of Water Resources (DWR) American Rescue Plan (ARP) State Water Infrastructure Grants (SWIG) funding on behalf of the Murfreesboro Water Resource Department ("Client"). This Task Order Amendment No. 1 to Task Order dated October 14, 2024 is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on March 4, 2021, by and between LJA Engineering, Inc. and the City of Murfreesboro ("Client").

Background

The City of Murfreesboro/Murfreesboro Water Resources Department was awarded a total grant amount of \$10,115,421.57 in the Non-Collaborative category as part of the ARP funding for municipal governments to address infrastructure needs. The completion of an Asset Management Plan is a requirement from TDEC by accepting the American Rescue Plan (ARP) grant funding.

As part of the original proposal, LJA staff completed the AMP and submitted to TDEC as required such that MWRD could receive 100% of the ARP grant funding. As part of the review and comments of the final AMP, MWRD and LJA discussed the importance of keeping the information summarized in the AMP updated on an ongoing basis to facilitate and streamline planning of future Operation & Maintenance (O&M) actions.

The scope of this Task Order Amendment No. 1 includes assistance in formulating a Standard Operating Procedure (SOP) for the implementation of the finalized AMP regarding the receiving, documenting and updating of AMP data into MWRD's existing ESRI ArcGIS system.

The Scope of Services outlines the additional tasks to be performed to meet the approach discussed in the above narrative.

Scope of Services

TASK 5 – Development of AMP Implementation SOP

May 5, 2025

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- LJA will coordinate with MWRD staff to initiate the development of a SOP for the implementation of the AMP, specifically how to update the current GIS dashboard, associated attribute files, and mapping layers with updated system data. LJA will conduct one (1) initial in person meeting with MWRD staff to discuss the plan concepts and receive
- feedback prior to implementation. This meeting will be in person at a date and time that all stakeholders are available to join. Overall plan concepts will be discussed to ensure that MWRD staff members have input and understand the results that are to be achieved. We will also use this opportunity to discuss options for long term data management with MWRD staff to ensure staff augmentation.
- LJA will develop a CCTV information/input web mapping application which will be used to capture CCTV inspection data, associated PACP scoring, and other associated information. LJA staff will work closely with MWRD staff to ensure the application meets the needs of MWRD work flow processes.
- LJA will assist MWRD staff in population of the most current CCTV data and other such SSES data as required to ensure current status of the data documentation.
- LJA will develop a non-CCTV information/input SOP for items such as pump station assessments, manhole inspections, etc.
- LJA will create an SOP for MWRD review for use of the web application and would include "How-to" videos demonstrating best practices that MWRD can utilize to train current and future staff and can be used as a guide as needed.
- LJA will develop workflow procedures for performing GIS base data updates and review the coordination for the CCTV web application for daily update processes. LJA staff will conduct one (1) Teams meeting to review the SOP for each step of the application to ensure all MWRD staff understand roles and responsibilities.
- Upon establishment of a finalized web application, LJA staff will perform ongoing weekly updates to the scoring tables as well as the overall asset rankings listing based on the most current CCTV inspection data, pump station data, manhole data, etc. MWRD staff should provide the non-CCTV inspection data in the format identified within the SOP.
- LJA staff will provide ongoing weekly coordination with MWRD staff via emails, Teams, phone calls to facilitate updates to the most current data collected and provide summary information for each asset type as listed in the AMP.
- LJA staff will provide ongoing coordination with MWRD staff to receive and integrate the most current sewer GIS layers into the AMP mapping data set during an interval as agreed by both LJA and MWRD staff which would be at least monthly.

Note: The expected time within the budget estimate for ongoing assistance is 6-months from the date of approval. It may be necessary after that time to develop a revised scope with additional fees via contract amendment should additional services or time for assistance be required.

Client's Responsibilities

Client shall be responsible for the following items:

- MWRD provide LJA with editor access to MWRD GIS datasets via ArcGIS Portal throughout the project.
- MWRD will provide LJA with necessary/most current GIS files and layers as requested.
- MWRD will provide LJA with all relevant CCTV databases and associated videos in PACP export format.
- MWRD will provide pump station and associated documentation.
- MWRD will perform all field data collection as needed.

Compensation

The specific services described above to be billed hourly on a Cost-Plus Max basis at

May 5, 2025

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Standard Rates with a not to exceed maximum as outlined adjusted budget as shown below.

	Original Contract Value	Contract Amendment No. 1	Total Revised Contract Value
Fee (Hourly, Not-to-Exceed)	\$85,000	\$67,000	\$152,000

Any work not authorized within three (3) months of the date of this agreement will be subject to renegotiations based on current rates.

Schedule

LJA staff would immediately set up a meeting with MWRD staff to start the process as defined in the Scope of Services. A schedule and final completion/development of the AMP implementation would be discussed and agreed by both LJA and the Client based on the flow of information and completion of prerequisite tasks.

Reimbursables and additional services

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf.

Authorization

If this Contract Amendment meets with your approval, your signature below will be sufficient authorization for LJA to commence the stated work as indicated in the above Scope of Services.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please contact me at 931.273.8999.

Sincerely,

Travis E. Wilson, PE
Vice President

Accepted By: CITY OF MURFREESBORO

By: _____

Name: Shane McFarland

Title: Mayor

Date: _____

APPROVED AS TO FORM

By: Adam F Tucker
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Name: Adam Tucker

Title: City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: ADS Professional Services Contract 2025

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider a professional services contract with ADS, LLC for the engineering analysis and reporting of the findings of the permanent and temporary sanitary sewer flow monitoring in MWRD’s sewer collection system.

Staff Recommendation

Approve the Professional Services contract with ADS, LLC. The Water Resources Board recommended approval of this matter on May 27, 2025.

Background Information

Currently the Department is contracted with ADS, LLC to operate and maintain the Department’s 19 permanent flow monitors and seven rain gauges, to analyze data recorded from these monitors and to report on this data annually. These annual reports record and assess wet and dry weather sewer capacities and rain dependent inflow and infiltration (RDII) for 18 flow monitor areas. ADS is also contracted to perform temporary flow monitoring, analyze the temporary data recorded and report findings as well as perform field investigations. The current Professional Services Contract is in its third year and is set to expire June 30, 2025.

ADS has the professional expertise, equipment, and personnel (both office and field) to continue to provide service to the Department. We wish to continue to contract their professional service as we have in various forms over the last 30+ years. There is an option to extend for two additional one-year periods if we remain satisfied with the quality and performance of their work and deliverables. Pricing is not set for Years 2 & 3, and these will be negotiated based on the CPI for the Southern Region.

Council Priorities Served

Responsible budgeting

The sewer flow monitoring gives staff information on the capacity of the sewer system and whether there is excessive infiltration and inflow of groundwater into the system as well. This information allows staff to determine where to focus on sewer rehabilitation and is useful in creating estimates for the work for the next year.

Expand infrastructure

Capacity information allows staff to make sounds decisions regarding expansion of sewer infrastructure in an area or basin.

Fiscal Impact

The use of the quantities/units listed in the contract will be within the estimated budget amount for 2025-2026 of \$330,000.

Attachments

ADS Professional Service Contract

MURFREESBORO WATER RESOURCES DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT
Flow Monitoring and Field Inspection Services

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into as of _____, by and between the City of Murfreesboro, Tennessee (“City”), a municipal corporation in the State of Tennessee, and ADS LLC (“Engineer”/”ADS”), a Delaware limited liability company, doing business in the State of Tennessee and employing professional engineers duly licensed in the State of Tennessee.

1. Duties and Responsibilities of ENGINEER. Engineer will provide the following services in accordance with the requirement set forth below and consistent with the terms and conditions herein:

1.1 Long Term Flow Monitoring Services

- a. Maintain the currently owned 19 ADS long term flow meters, 7 rain gauges and 1 ECHO Level Monitor according to the manufacturer’s specifications.
- b. Perform remote diagnostics and service for all meters and rain gauges.
- c. Collect all data at least once a week and assure that meter is properly functioning.
- d. Deliver long term monthly data using interactive web-based tool that enables sites to be viewed and data summarized and archived in tables, hydrographs and scattergraphs to Murfreesboro Water Resources Department (“MWRD”) and others as per MWRD desire and conduct an in-house meeting at the MWRD Engineering Annex.
- e. Provide PRISM, an interactive Internet based hosted site that allows users near real time access to flow and rain information, graphing and alarming.
- f. Provide one Capacity Performance Summary Report and Wet Weather Performance Summary Report per year that provides data for up to 10 significant storm events.
- g. Provide FlowSIGHT, A tetherless screening level assessment tool – for condition assessment and analysis of interior degradation.

1.2 Temporary Flow Monitoring Services

- a. Provide temporary flow monitoring installation, calibration, maintenance, data retrieval, basic analysis, data transfer and meter removal using ADS temporary flow meters. All data must be provided using ADS PRISM or other agreed method. Maintenance shall include replacing faulty sensors and batteries in such a manner so that data acquisition is interrupted as little as possible.
- b. Share temporary flow data by using an interactive web base tool that enables sites to be viewed and data summarized and archived in tables, hydrographs and scattergraphs.

1.3 Temporary Flow Monitoring Specifications

- a. Temporary flow meters must be capable of continuously measuring pressure depth and velocity at 5 – 15-minute intervals. Depth sensors must be capable of measuring depths from 1.0 and 120 inches by use of a pressure depth sensor to an accuracy of +/-0.35 inches. In addition to pressure sensors, ultra sonic sensors capable of measuring depth to within 0.125 include shall also be required. Velocity sensors must be capable of measuring velocities from -5.0 to 15.0 fps at depths greater than 1.0 inches to an accuracy of +/-0.04 ft/sec for velocities less than 5.0 fps.

- b. Each flow meter must record a valid depth and velocity value for at least 92% (uptime) of the 15-minute readings for the entire study period.
- c. Prior to delivery, temporary flow monitoring shall have basic analysis conducted utilizing ADS data analysis software. Basic analysis must include the removal of significant increases and decreases of flow data points with respect to surrounding data points (“pops and drops”) and gross calibration adjustments. Data must be directly compatible with upstream or downstream long-term monitoring data format. Detailed data analysis and flow balancing will be accomplished by ADS staff.
- d. The Engineer shall maintain each flow meter as per manufacturer’s specifications.
- e. The Engineer shall provide certification regarding their familiarity with and ability to operate, maintain and analyze data obtained from, ADS Triton+ flow meters and Rain Alert III Tipping Bucket rain gauges. The Engineer’s crews shall be certified by the factory to maintain the Intrinsically Safe (I.S.) MWRD owned Triton+ flow monitors.
- f. The Engineer shall visit each site frequently enough to assure proper meter operation. Logs shall be maintained for each maintenance visit that note the time and date; meter vs. measured depth and velocity values and any corrections required. These logs shall be made available to the City at monthly intervals.

1.4 Field Inspection Services

- a. Coordinate with MWRD staff to develop various specific inflow and/or infiltration (“I/I”) location and reduction projects.
- b. Location of wet weather Rainfall-derived infiltration and/or inflow (“RDII”) through manhole inspections, smoke testing, dye flooding, wet weather inspections, flow isolations and other means that you consider to be effective. Wet weather inspections and flow isolations will typically be conducted starting within 12-24 hours of a significant storm events that results in Waste Water Treatment Plant flow exceeding 20 MGD (8-13 MGD being typical dry weather rates).
- c. Evaluate effectiveness of previous inflow and/or infiltration identifications studies and rehabilitation methodology.
- d. Assist MWRD staff in determining the need for and best methodology to remove inflow and/or infiltration from private sources. This will involve both rehabilitation methodology and concerns regarding work on private property.
- e. Identify and advise the City concerning any observations you may have regarding the overall state of their inflow and/or infiltration reduction program.
- f. Attend meetings with MWRD staff and other service providers (wet weather TV inspection and rehabilitation) as requested.

1.5 Project Office. The Engineer shall maintain a project office within Murfreesboro, TN and be available on very short notice to begin field tasks.

1.6 Street Work. The Engineer shall coordinate with the city of Murfreesboro Traffic Engineering for traffic contract during work at each designated location if such is required. When working in or near lanes of traffic, the Engineer shall provide warning signals and/or flagmen as required by the Manual on Uniform Traffic Control Device, latest revision issued by the Tennessee Department of

Transportation, and shall conduct work in such a way as to cause a minimum of inconvenience to motorists.

- 1.7 Flow Interruptions. Any required interruptions of flow through manholes, wet wells, pump stations or any other portion of the plant sanitary sewer system shall be coordinated with and approval received from the Operations and Maintenance and the Waste Water Treatment Plant prior to the interruption.
- 1.8 Dangerous Structures. Prior to entering structures, an evaluation of the atmosphere shall be conducted to determine the presence of toxic, flammable vapors or possible lack of oxygen. The evaluation shall be in accordance with local, state and federal safety regulations.
- 1.9 Manholes. Manhole inspections must be conducted according to the City's newly reorganized and structured forms and entered into new database format as directed. In addition, manhole/pipe connections and the portion of pipe that can be reasonably viewed shall also be inspected. Manhole inspection shall be conducted utilizing manned entry or a manhole inspection camera approved by MWRD. The basic inspection, including obtaining dimensions and general condition, maybe obtained under any weather condition. However, in those manholes suspected of contributing inflow and infiltration, the manhole inspection shall not be finalized until it is observed during wet weather conditions. This portion of the manhole inspection can be considered as a part of the wet weather inspection process.
- 1.10 Wet Weather Inspections. Wet weather inspection will be performed for the purpose of isolating particular areas of the sewer system that are receiving significant Rain Dependent Infiltration or Inflow. Manholes in the areas where upstream clear rain induced flow is observed or flow isolation indicates significant inflow and/or infiltration must be opened and viewed during the wet weather conditions and any "leaks" documented and photographed. Of particular importance is that Sanitary Sewer Overflows ("SSO") area be observed during wet weather. It must, therefore, be conducted when these conditions are present. The Engineer must be available for wet weather inspection within 12-24 hours of being notified that waste water treatment plant flows exceed 20 MGD. This varies by season but typically requires a cumulative rain total of about 4 inches over a several day period. Wet weather inspection results shall be documented by updating previous field forms, through photographs and preparation of a brief written report.
- 1.11 Flow Isolation. Flow Isolation shall be conducted between midnight and 6:00 AM during high groundwater conditions typically within a 12-24 hour period following cessation of run-off resulting from a significant rain event. Flow isolation shall proceed from upstream portions of the system to downstream portions and shall take into account estimated sewerage travel time. Flow isolation logs shall be prepared by Engineer that include date, time, isolation location, flow quantity, infiltration estimate, sum of upstream isolation flow quantities (if upstream sewers not plugged) and pertinent comments. These logs shall be provided to the City upon completion of this project.
- 1.12 Smoke Testing. Smoke testing must be done during dry weather conditions. MWRD newly revised and approved field forms shall be used and data may be required in electronic format already entered into the new database format. MWRD typically considers dry weather conditions to exist when no rain exceeding 0.25-inch per 24 hours has occurred within the previous 24 hours and the ground is not visibly wet from smaller events or from larger events that occurred more than 24 hours in the past.
- 1.13 Dye Testing. Dye testing shall consist of flooding a potential inflow and/or infiltration source with dyed water and observing the most immediate downstream manhole and noting whether dyed water

is observed along with the time and quantity of the observed dye. Dye flooding is the best accomplished during an actual storm event. However, a storm event may be simulated by use of a jet truck or some similar water source. All observations shall be documented with photographs and diagrams on a field form.

1.14 Occupational Safety.

- a. Engineer will comply at all times with OSHA/TOSHA requirements, including, but not limited to, all OSHA related confined space entry requirements (29 CFR 1910.146) shall be conformed to including: ventilation, protecting clothing, availability of oxygen, harnesses, etc.
- b. Under 39 CFR 1910-146 Section (c), paragraph (9), responsibilities of the Engineer include the following:
 - 1) Engineer must comply with the permit space requirements that apply to the City.
 - 2) Obtain from the City any available information regarding the permit space hazards and entry operations.
 - 3) Coordinate entry operations with City if both City personnel and Engineer personnel will be working simultaneously as authorized entrants in the permit space.
 - 4) Describe to City the permit space program that will be followed and advise City of any hazards encountered or created in the permit space.

1.15 Quality and Safety. The ENGINEER shall provide assurance that they maintain and enforce quality processes and safety standards for all field service work. The Engineer shall provide evidence that they maintain and enforce a quality process of ensuring data integrity in all data analysis.

1.16 Miscellaneous.

- a. The Engineer shall submit satisfactory evidence of having the manpower, facilities, equipment, and a program to offer the operations and data processing services required by this specification.
- b. The Engineer shall manage and coordinate each of the long-term monitoring, temporary monitoring and field inspection portions of this agreement. The Engineer shall compare flow monitoring results with field investigation results and assist MWRD regarding its task of determining to what extent inflow and/or infiltration sources have been locate.
- c. The Engineer shall attend meetings with other team members including the wet weather TV contractor, the rehabilitation contractor and MWRD staff and give presentation regarding their potion of the tasks and provide options regarding the overall project.

2. **Duties and Responsibilities of the City.** The City shall provide the following items at no additional cost to the Engineer: (i) detailed location maps for each field inspection and metering site; (ii) physical access to each manhole to be inspected or meter. All meter sites are accessible by regular vehicle or a reasonable walk; and (3) Linear footage and inch-mile data upstream of each flow meter.

3. **Term.**

3.1 The term of this contract shall be between July 1, 2025 and June 30, 2026 or as extended by the City. The City may opt to renew this Agreement for two additional one-year periods.

- a. Should the City desire to renew the contract, a written preliminary notice will be furnished to the Engineer prior to the expiration date of the contract; provided however, this preliminary notice will not be deemed to commit City to renew.
 - b. Upon receipt of City's preliminary notice, the Engineer shall inform City of its agreement to renew the contract for an additional one year term. The parties will then execute an Addendum to this Agreement to renew the contract for an additional term.
- 3.2 In all cases contract renewals shall be approved by Council, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.
4. **Payment to Engineer.** The City shall pay Engineer's invoices within 30 days after the date they are issued by Engineer. The City shall pay the Engineer as follows for tasks that the City requests the Engineer to perform.
5. **Fee Schedules.** Engineer will be compensated in accordance with the following table for the work indicated therein. All unit prices will remain unchanged during the first year. Should the City opt to renew the contract, the City and Engineer will discuss adjustment of the unit prices but in no event will unit prices increase greater than the CPI (Southern Urban All Items (1982-1984=100)) as last reported by the U.S. Bureau of Labor Statistic as of the expiration date of the then current term of the Agreement.

5.1 Long Term Flow Monitoring

Item	Description	# of Units	2025-2026 YEAR 1 Unit Price	2025-2026 YEAR 1 Total Price ^(b)
1	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 19 meters.	228.00	\$1,020.00	\$232,560.00
2	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 7 Rain Gauges.	84.00	\$310.00	\$26,040.00
3	Wet Weather and Capacity Performance Summary Report	1.00	\$0.00	\$0.00
4	PRISM Set-up for additional sites added to network (As Needed)	9.00	\$100.00	\$0.00
5	PRISM Monthly Service per site per month	312.00	\$45.00	\$14,040.00
6	ECHO Service, Wireless & PRISM Monthly Charge	12.00	\$123.00	\$1,476.00
	TOTAL (using estimated quantities)			\$274,116.00
Notes:	Notes: Future years 2 & 3 indexed to CPI increases			

*Monthly service items will be billed at the beginning of the month for which services are to be provided.

**PRISM Set-up fee is a one-time event at the initial set up. Monthly service fee starts immediately upon setup.

5.2 Temporary Flow Monitoring

TFM	# of Monitors	# of Days	YEAR 1 Rate	Total
Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1 st 30 days	9	60	\$125.00	\$33,750.00
Collect, Confirmation, Analysis for days>30*	9	60	\$70.00	\$18,900.00
Notes: Future years 2 & 3 indexed to CPI increases			Total:	\$52,650.00

*Temporary Flow monitoring extensions assumes extensions in increments of 1 month (30 days)

5.3 Field Inspections (SSES)

SSES	Number	Units	YEAR 1 Rate	Total
Flow Isolation Readings	40	each	\$301.55	\$12,062.00
Wet Weather Inspection	30	Hrs.	\$324.79	\$9,743.70
Manhole Inspection with Data Entry	300	each	\$127.76	\$38,328.00
Smoke Testing w/ Data Entry	100,000	Lf.	\$0.54	\$54,000.00
Dye	20	each	\$483.30	\$9,666.00
PM Consultation	10	Hrs.	\$185.64	\$1,856.40
Field Crew Rate	4	Hrs.	\$270.61	\$1,082.44
TOTAL (using estimated quantities)			Total:	\$126,738.54
Notes: Future years 2 & 3 indexed to CPI increases				

5.4 Subterra – FlowSIGHT

Screening Level Assessment	Number	Units	YEAR 1 Rate	Total
FlowSIGHT	26,400	Feet	\$2.75	\$72,600

6. Termination

- 6.1 For Breach. In the event that any of the provision of the Contract are violated by the ENGINEER, the City may serve written notice upon the ENGINEER of its intention to terminate the Contract, and unless within seven (7) days after the serving of such notice upon the ENGINEER such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seven (7) days. Such termination shall not relieve the ENGINEER of any liability to the City for damages sustained by virtue of any breach by the ENGINEER.
- 6.2 For Lack of Funding. Should funding for this contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the Engineer.
- 6.3 For Convenience. Either party may terminate this contract at any time upon 30 days written notice to the other Party. In that event, the Engineer shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date and City shall be entitled to completion of all work begun at the time of notice of termination.

7. Compliance with Laws. The Engineer agrees to comply with any applicable federal, state, and local laws and regulations.

8. Notices.

8.1 Notices to the City including but not limited to notice of assignment of any rights to money due to the Engineer under this Contract must be mailed or hand delivered as follows:

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

With a copy to:

Valerie Smith
Director
Murfreesboro Water Resources Department
316 Robert Rose Drive
Murfreesboro, Tennessee 37129

8.2 Notices to the Engineer shall be mailed or hand delivered to:

Tom Reese
Key Account Manager
ADS Environmental Services
340 The Bridge Street, Suite 204
Huntsville, AL 35806.

With copy to:
IDEX Corporation
3100 Sanders Rd.; #301
Northbrook, IL 60062
Atten: General Counsel

9. Maintenance of Records. The Engineer shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of the Engineer, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of

three full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

10. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council and/or the Water and Sewer Board may be required. Minor modifications to the Contract may be approved by the Director of the Water and Sewer Department and /or the City Manager in lieu of the City's signatory hereto.
11. **Partnership/Joint Venture.** Nothing herein shall in anyway be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
12. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** The Engineer shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, operation of its programs, services, and activities. With regard to all aspects of this Contract, the Engineer certifies and warrants it will comply with this policy.
15. **Indemnification and Hold Harmless.** The Engineer shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from Any third-party claims, including reasonable attorney fees, for personal injuries or property damages to the extent arising, in part or in whole, from the negligent or intentional acts or omissions of the Engineer, its officers, employees and/or agents, including its sub- or independent Engineers, in connection with the Engineer's performance of the Contract, and, any third-party claims for personal injury or property damage to the extent arising from any failure of Engineer, its officers, employees and/or agents, including its sub- or Independent engineers, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
16. **Insurance.** The Engineer must maintain commercial general liability, professional liability, and automobile insurance for bodily injury and property damage cover at a minimum \$1,000,000, and workers' compensation insurance as required by the State of Tennessee. ENGINEER WILL PROVIDE TO CITY BEFORE ANY WORK IS UNDERTAKEN A CERTIFICATE OF INSURANCE DEMONSTRATING THE REQUIRED CGL AND PROFESSIONAL LIABILITY COVERAGE IS IN PLACE AND AN ENDORSEMENT TO THE REQUIRED CGL LIABILITY POLICY THAT ENDORSES THE CITY OF MURFREESBORO AS AN ADDITIONAL INSURED. The Engineer must notify the City prior to the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
17. **Successors and Assigns.** The provisions of the Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Engineer under this Contract, neither this Contract nor any of the rights and obligations of the Engineer

hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release the Engineer from its obligations hereunder.

- 18. **Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- 19. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and /or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the ENGINEER may provide.
- 20. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 21. **Severability.** Should any provision of this Contract be declared to be invalid by any court of Competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
- 22. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the ENGINEER and then approved by the City Council and signed by the Mayor. When it has been so signed, the Contract shall be effective as of the date written in the preamble above.
- 23. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPTING GROSS NEGLIGENCE AND INTENTIONAL WRONGFUL CONDUCT, IN NO EVENT SHALL ENGINEER, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CITY, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CITY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ENGINEER'S LIABILITY, EXCLUDING GROSS NEGLIGENCE AND INTENTIONAL WRONGFUL CONDUCT, INCLUDING ITS INDEMNIFICATION OBLIGATIONS CONTAINED WITHIN SECTION 15, IS LIMITED TO THE ACTUAL DAMAGES PROVEN UP TO THE OVERALL VALUE OF THE CONTRACT.

CITY OF MURFREESBORO

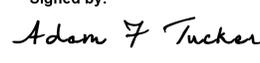
ADS, LLC

By: Shane McFarland
Its: Mayor

Signed by:


by: Tony Yang
Its: Director of Finance

Approved as to form:

Signed by:


43A2035E51F9401...
Adam F. Tucker, City of Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Board of Electrical Examiners

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment of eligible individuals to serve on the Board of Electrical Examiners.

Recommendation

Reappoint the following individuals to the terms listed below:

Member	Term Expiration
Norman Brown	06/30/2029
Ricky Greenberg	06/30/2029

Background Information

The Board of Electrical Examiners is responsible for reviewing electrical contractor's licenses and license applications to assure compliance with the Electrical Contractors Licensing Ordinance.

As established by City Code § 11-33-36, there are nine members who serve four-year terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Parks and Recreation Commission

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment of eligible individuals to serve on the Parks and Recreation Commission.

Recommendation

Reappoint the following individuals to the terms listed below:

Member	Term Expiration
Eddie Miller	06/30/2028
Dr. Trey Duke	06/30/2028

Background Information

The Commission oversees the operations of the Parks and Recreation Department. As established by M.C.C. §31-15, there are nine appointed members appointed for three-year terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Parks and Recreation Commission

Department: Mayor's

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Reappointment of eligible individuals to serve on the Parks and Recreation Commission.

Recommendation

Reappoint the following individuals to the terms listed below:

Member	Term Expiration
Eddie Miller	06/30/2028
Dr. Trey Duke	06/30/2028

Background Information

The Commission oversees the operations of the Parks and Recreation Department. As established by M.C.C.§31-15, there are nine appointed members appointed for three-year terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Planning Commission

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

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

Summary

Appointment of eligible individuals to serve on the Planning Commission.

Recommendation

Appoint the following individual filling the expiring term of Kathy Jones to the terms listed below:

Member	Term Expiration
Kelly Rollins	06/30/2028

Background Information

The Planning Commission is responsible for coordinating the physical development of the community by developing comprehensive land use plans, zoning regulations, a major thoroughfare plan and other plans and ordinances.

As established by M.C.C. §22-2 the Planning Commission consists of seven members who serve three-year, staggered terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Rutherford County Library Board of Directors

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment of eligible individuals to serve on the Rutherford County Library Board of Directors

Recommendation

Appoint the following individual filling the vacancy of Rollie Holden Jr. to the terms listed below:

Member	Expiration
Darrell Thomas	06/30/2028

Background Information

The Rutherford County Library Board of Directors has members from Murfreesboro, Rutherford County, Smyrna, and Eagleville. The Board of Directors consists of eleven members.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 06/05/2025

Item Title: Beer Permits
Department: Finance
Presented by: Erin Tucker, City Recorder

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
La Siesta Inc	Fiesta Grill Mexican Restaurant	1111 Greenland Dr	On-Premises	Restaurant	Name/Ownership Change
Citpeks LLC	Jefferson's	109 N Maple St	On-Premises	Restaurant	Ownership/Location Change

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Rutherford County Pride	06/21/2025	Community Event	901 N Maney Ave

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity	La Siesta Inc.
Name of Business	Fiesta Grill Mexican Restaurant
Business Location	1111 Greenland Dr
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Corporation or LLC	_____ X _____
Partnership	_____
Sole Proprietor	_____

5% or more ownership:

Name	Gonzalo G. Grez
Age	58
Residency City/State	Murfreesboro, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Nehemias V. Flores
Age	45
Residency City/State	Murfreesboro, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity	Citpeks LLC
Name of Business	Jefferson's
Business Location	109 N Maple St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Location Change	_____ X _____
Corporation or LLC	_____ X _____
Partnership	_____
Sole Proprietor	_____

5% or more ownership:

Name	David Carulla
Age	35
Residency City/State	Manchester, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Nick Carulla
Age	35
Residency City/State	Nashville, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Rutherford County Pride
Organization Address	906 Ridgley Rd
Event Location	Oaklands Mansion/Park 901 N Maney Ave
Event Date	06.21.2025
Event Time	2:00 p.m. until 8:00 p.m.
Period for Beer to be Served	2:00 p.m. until 7:00 p.m.
Nature and Purpose of Event	Community Event
Approximate Number of Persons Expected to Attend	250
Special Event Permit Approved?	Yes
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

The actual beer application is available in the office of the City Recorder.

No Items.

