

**MURFREESBORO CITY COUNCIL**  
**Workshop Meeting Agenda**  
**Airport Business Center – 11:30 AM**  
**August 14, 2025**

**Public Comment on Actionable Agenda Items**

**Action Items**

1. City Council Meeting Minutes (Finance)
2. Hangar Site Development Contract Award (Airport)
3. Airport Furniture Contract (Airport)
4. Airport Audio-Visual Equipment Contract (Airport)
5. True North Geographic Technologies, LLC Updated Master Service Agreement and Work Order 1 (Information Technology)

**Workshop Items**

6. City Social Media and Internet Posting Policy Updates (Communications)
7. CIP Transfers (Finance)
8. 2024 Sewer Allocation Annual Report (Water Resources)
9. Tree Line Preservation Guidelines (Administration)
10. Introduction of Joint Conceptual Workshops (Administration)
11. June 2025 Dashboard (Administration)

**Board & Commission Appointments**

**Licensing**

13. Beer Permits (Finance)

**Payment of Statements**

**Other Business**

**Adjourn**

## **COUNCIL COMMUNICATION**

**Meeting Date: 08/14/2025**

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**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"/>

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**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 discussions 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

July 31, 2025 (Regular)



## City of Murfreesboro City Council – Regular Session

Thursday, July 31, 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, July 31, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, June 24, 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  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder/ Chief Financial Officer  
Raven Bozeman, Executive Assistant  
  
Ben Newman, Director of Land Management and Planning  
Chad Gehrke, Airport Director  
Holly Smyth, Principal Planner  
Jennifer Tag, Assistant City Attorney  
Mark McCluskey, Fire Chief  
Michael Bowen, Chief of Police  
Michael Nevills, Communications  
Mike Browning, Public Information Officer  
Nate Williams, Executive Director of Recreational Services  
Robert Holtz, Community Development Director  
Russ Brashear, Assistant Transportation Director  
Russell Gossett, Solid Waste Director  
Sam Huddleston, Assistant City Manager  
Tommy Miller, Fleet Services Director  
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.

**Sam Huddleston Retirement Recognition.** Mayor McFarland recognized Sam Huddleston, Assistant City Manager, upon his retirement after 26 years of dedicated service to the City of Murfreesboro, praising his integrity, faith-driven work, and deep institutional knowledge.

### **Public Comment on Actionable Agenda Items**

Mayor McFarland noted six individuals were registered to speak on actionable agenda items and proposed delaying public comment on Agenda Item 26 (landfill settlement) to after the staff presentation to provide full context —though speakers were still welcome to speak beforehand. Council members had no objection to this proposal.

Mayor McFarland acknowledged one person signed up to speak on Agenda Item 5 and provided instructions for the public comment session.

1. Alex Sager, 463 Evergreen Street, Murfreesboro spoke in opposition to the Contract with Flock Group for LPR Cameras (Agenda Item 5). Ms. Sager urged the Council to oppose or postpone expanding the Murfreesboro Police Department's use of Flock LPR cameras and raised concerns about privacy, mass surveillance, and the lack of public engagement. Ms. Sager cited a 2022 meeting where community concerns went unanswered and noted that despite opposition, cameras were installed in 2024 without further consultation. Ms. Sager voiced concerns regarding the Falcon system's use of machine learning, warning it could be misused to target marginalized groups and enforce unjust laws. Ms. Sager asked Council to reject the proposal to protect residents' rights.

### **Consent Agenda**

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

- 1. Affordable Housing Program - 1519 Graybar Lane (Community Development)**
- 2. Retail Liquor Certificate of Compliance – Prime 84 Wine & Spirits – Location & Name Change (Finance)**
- 3. Contract for Turnout Gear (Fire)**
- 4. Vermont Systems PayTrac Payment Services Contract (Parks)**
- 5. Contract with Flock Group for LPR Cameras and Services (Police)**
- 6. Contract with Code One Safety for Purchase of AEDs (Police)**
- 7. NeoGov Service Agreement for PowerDMS Software (Police)**
- 8. Main Street Banner Request (Street)**
- 9. Asphalt and Concrete Purchase Report (Street)**
- 10. Amendment 4 to Contract with RTA (Transportation)**
- 11. Asphalt Purchases Report May (Water Resources)**



- 12. Full-Scale Biosolids Thermal Dryer Contingency Allocation (Water Resources)**
- 13. SSR Task Order No. 2541017.0 for General Services (Water Resources)**
- 14. Smith Seckman Reid Master Service Agreement Renewal (Water Resources)**
- 15. Asphalt Purchases Report June (Water Resources)**
- 16. WRRF Wet Weather Improvements Revised CCF No. 1A & CCF No. 2 (Water Resources)**
- 17. SRWTP Vehicle Purchase (Water Resources)**
- 18. JBS Task Order No. 25-04 Reverse Filtration Pump Rebuild (Water Resources)**

Mr. Wade made a motion to approve the Consent Agenda. 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

## Minutes

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

### Current Minutes

June 12, 2025 (Workshop)  
 June 26, 2025 (Regular)  
 July 10, 2025 (Workshop)  
 July 17, 2025 (Public Comment)  
 July 17, 2025 (Regular)

### Historical Minutes

January 17, 2019 (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:** Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

**Nay:** None

## Old Business

### Land Use Matters

**20. Ordinance 25-OZ-21 Rezoning property along Old Lascassas Road (2<sup>nd</sup> and Final Reading) (Planning).** The ordinance titled, “ORDINANCE 25-OZ-21 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended

and as now in force and effect, to rezone approximately 14.81 acres located along Old Lascassas Road from Single-Family Residential Fifteen (RS-15) District and Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Lascassas Storage PCD); Patterson Company, LLC, applicant, [2025-406]" which passed its first reading on July 17, 2025, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 25-OZ-21 on second and final 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

**21. Ordinance 25-OZ-22 Zoning for property along Yeargan Road (2<sup>nd</sup> and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 25-OZ-22 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 13.26 acres along Yeargan Road as Single-Family Residential Ten (RS-10) District, simultaneous with annexation; Shane and Dewayne Beard, applicant(s) [2025-405]" which passed its first reading on June 17, 2025, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 25-OZ-22 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

**22. Ordinance 25-O-20 Amending the Zoning Ordinance – School and Institutional Group Assembly Uses (2<sup>nd</sup> and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 25-O-20 amending Murfreesboro City Code Appendix A, Zoning, Sections 7, 9, 19, 27, Chart 1, Chart 1 Endnotes and Chart 2 Endnotes, pertaining to school uses, City of Murfreesboro

Planning Staff, applicant[2025-802]" which passed its first reading on July 17, 2025, was offered for passage on second and final reading.

Ms. Averwater made a motion to approve Ordinance 25-O-20 on second and final 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

**23. Ordinance 25-OZ-24 Amending the PCD zoning for property along DeJarnette Lane (2<sup>nd</sup> and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 25-OZ-24 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 23.7 acres in the Planned Commercial Development (PCD) District (DeJarnette Place PCD) located along DeJarnette Lane as indicated on the attached map, Swanson Developments, LP, applicant [2025-407]" which passed its first reading on July 17, 2025, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 25-OZ-24 on second and final 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

## **New Business**

### **Ordinance**

**24. Ordinance 25-O-27 Water Tap & Sewer Cleanout Fee Revisions (1<sup>st</sup> Reading) (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication, PowerPoint and documents to amend the City Code regarding the water tap and sewer cleanout fees. The ordinance titled, "ORDINANCE 25-O-27 amending the Murfreesboro City Code, Chapter 33, Water Resources, Sections 33-2 and 33-50, regarding

meter connection and installation and sewer cleanout fees” was offered for passage on first reading. Mr. Maxwell asked for the reason behind the request. Ms. Smith explained that the primary driver was rising material and labor costs, noting that the fees have not been adjusted since 2021.

Ms. Scales Harris made a motion to approve Ordinance 25-O-27 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

**Council and Staff Response to Public Comment on the Flock Camera System.** Ms. Averwater recognized Ms. Sager’s public comments to Council and requested Michael Bowen, Chief of Police, schedule a neighborhood meeting to review how the Flock Camera System is being utilized and to answer community questions and concerns. Chief Bowen acknowledged the importance of public understanding and stated he would be glad to schedule another neighborhood meeting. He emphasized the value of educating residents and encouraged residents to access information on the Murfreesboro Police Department (MPD) website that includes frequently asked questions, news stories, and budget documents outlining goals and technologies used by the MPD. Chief Bowen clarified that the LPR system is not a constant surveillance system but is accessed only when needed for investigations. Chief Bowen suggested this topic could also be discussed at the Town Hall meeting on August 4, 2025.

Mayor McFarland highlighted successful uses of LPRs, such as identifying suspects in armed robbery and a drive-by shooting that injured a child, emphasizing the system's public safety benefits.

### **Resolution**

#### **25. Resolution 25-R-25 Opposing Expansion of Middle Point Landfill (Administration).**

Adam Tucker, City Attorney, presented a Council Communication regarding a resolution opposing the expansion of Middle Point Landfill. Mr. Tucker stated that Resolution 25-R-25 was being presented at the request of the City Council and addresses three key points: (1) it reaffirms the Council’s opposition to any expansion of Middle Point Landfill; (2) it expresses the

Council's objection to any reduction, weakening, or elimination of local governments' authority under state law to influence or regulate the location, scope, and nature of landfills within their communities; and (3) it authorizes the Mayor, City Manager, and City Attorney to take actions consistent with these policy positions.

Ms. Averwater and Mr. Tucker clarified that this resolution does not close the landfill as the City does not have that authority; it states that the City's position regarding closing the landfill. Mr. Tucker further clarified that the resolution supports the Jackson Law, a Tennessee state statute that gives opted-in counties and municipalities the authority to approve or reject applications to build or expand landfills.

The resolution titled, "RESOLUTION 25-R-25 opposing the expansion of the Middle Point Landfill" was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 25-R-25. 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

#### **On Motion**

**26. Settlement Agreement with BFI Waste Systems of Tennessee, LLC, Republic Services, Inc., and Republic Services of Tennessee, LLC (Legal).** Adam Tucker, City Attorney, presented a Council Communication and documents requesting Council decide whether to approve or reject the settlement agreement with BFI Waste Systems of Tennessee, LLC, Republic Services, Inc., and Republic Services of Tennessee, LLC.

Mayor McFarland requested Council make a motion to suspend the rules to allow for a public hearing (aka public comment session) on Agenda Item 26 after Mr. Tucker's presentation.

Vice Mayor Shacklett made a motion to allow public hearing (aka public comment session) for Agenda Item 26. 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

Adam Tucker, City Attorney, explained the settlement agreement would also require court approval, if approved by Council. He then presented a PowerPoint reviewing the following information:

- Background of the City's lawsuit against BFI Waste Systems of Tennessee, LLC, Republic Services, Inc., and Republic Services of Tennessee, LLC,
- PFAS (per- and polyfluoroalkyl substances) pollution at Middle Point and how the settlement agreement addresses PFAS,
- Air pollution and odors and how the settlement agreement addresses air pollution and odors,
- Enforcement provisions within the settlement agreement, and
- Other provisions of the settlement agreement proposal.

Mayor McFarland initiated a public comment session regarding the settlement agreement with BFI Waste Systems of Tennessee, LLC, Republic Services, Inc., and Republic Services of Tennessee, LLC, welcoming comments on the settlement and provided instructions for those wishing to speak. The following individuals addressed the Council:

1. James Farley, 5111 General Eisenhower Drive, Murfreesboro, thanked Council for its actions on the Middle Point Landfill and raised concerns about high PFAS levels. He stressed that effective treatment methods already exist and urged the Council to prioritize public health and delay legal decisions until more is done.

2. Pat Bacon, 2814 Archer Avenue, Murfreesboro, opposed the proposed Middle Point Landfill settlement, stating it does not address the long-term risks of PFAS contamination. Ms. Bacon expressed concerns over potential conflicts of interest, called for transparent oversight, and opposed misleading public messaging from Republic Services. Ms. Bacon urged the community to reject the weak deal and push for stronger, lasting protection.

3. Susan Allen, 2031 Nelson Lane, Murfreesboro, stated the proposed Middle Point Landfill settlement lacks enforceable solutions, long-term protections, and transparency. Ms. Allen stated there is limited PFAS testing, weak accountability, and the absence of independent

oversight. She urged the Council to pursue stronger, binding measures to safeguard public health and the environment.

4. Laura McGowan, 538 Dallas Court, Murfreesboro, expressed concerns that the landfill settlement lacks real solutions and it relies too much on studies without enforceable actions. She believes there is weak oversight, short testing periods, and delayed responses, especially in areas with known contamination. Ms. McGowan raised concerns about inadequate odor control, limited after-hours response, and a questionable methane threshold far above federal standard.

5. Matt Ferry, 1501 Belle Oaks Drive, Murfreesboro, reflected on years of involvement in landfill issues and recalled how Republic Services denied odor problems until overwhelming evidence forced action. While acknowledging positive aspects of the proposed settlement, he questioned whether Republic can be trusted to follow through. Mr. Ferry emphasized the company's long history of profit without accountability and urged Council to carefully consider whether they truly trust the landfill operator to act responsibly going forward.

6. Georgia Dennis, East Main Street, Murfreesboro, shared personal observations from hiking near the landfill, noting a drastic decline in local wildlife over the years. Once abundant with birds, turtles, and fish, now the area is noticeably barren. Ms. Dennis expressed concern that the landfill's pollution, whether from odor or toxins, is harming the environment. Additionally, Ms. Dennis questioned why Rutherford County is accepting trash from other counties while bearing the environmental and health consequences.

7. Laura Clark, Meadowland Drive, Murfreesboro, expressed concern that relying on federal enforcement through the EPA, Clean Water Act, and Clean Air Act is risky due to current threats to these agencies' effectiveness. Ms. Clark asked for stronger, local enforcement plans instead, which she found lacking in the proposed settlement. Ms. Clark does not support the settlement as it stands.

8. Candida Lane, 2883 Sulphur Springs Road, Murfreesboro, asked for true accountability, criticizing the settlement with BFI and Republic for permitting ongoing pollution without taking responsibility and raised concerns about enforcement, transparency, and public involvement, stressing the need for concrete actions if PFOS levels rise. Ms. Lane is concerned

about serious long-term risks, and asked for stronger protections, sustainable waste solutions, and an end to Murfreesboro being a dumping ground for decades to safeguard the community's future.

Despite sufficient time for input, no additional attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public comment session.

Mr. Tucker responded to several questions raised throughout the public comment session. He stated that the City can regulate PFOS levels in leachate discharged into the sewer through its Industrial User Sewer Ordinance, potentially imposing limits on all industrial users, not just the landfill. The settlement funds a study to identify other PFOS sources. Regarding transparency, all monitoring and sampling data will be public record. He clarified the methane limits: immediate action is required at 5,000 ppm, with 10 days to correct if levels exceed 500 ppm, so the lower EPA limit is addressed through the timeline for response. Mr. Tucker explained that the terms related to third-party oversight, and the two-year testing period reflected what BFI was willing to offer during mediation. He noted that he was limited in what he could disclose, as certain aspects of the mediation discussions are confidential.

Mayor McFarland read his prepared remarks. He reviewed the long history of conflict over the Middle Point Landfill, including lawsuits, denied expansions, and community division. He highlighted numerous violations by the landfill, ongoing legal battles, and attempts by Republic to push expansion, sometimes through questionable tactics. Mayor McFarland expressed skepticism about the settlement and proposed three conditions for supporting the settlement: 1) a public apology from BFI and Republic, 2) a written agreement to permanently cease landfill expansion and allow closure, and 3) continued City monitoring of the landfill with cost reimbursement. Mayor McFarland acknowledged the risk of losing in court but insisted on fighting for the community's rights.

Mr. Wright expressed he has been uncertain about the settlement but doubts Republic's trustworthiness to follow through on their promises. Mr. Wright emphasized all the solutions in the settlement should have already been implemented without needing a federal lawsuit.

Vice Mayor Shacklett acknowledged the legal team's strong efforts to reach a resolution but expressed deep concerns about the trustworthiness of Republic going forward. While the



settlement includes some positive provisions, Vice Mayor Shacklett stated past actions do not provide confidence in future compliance and reflected on how personal and business integrity has declined over time and concluded that litigation is necessary to ensure accountability. Despite the costs, Vice Mayor Shacklett believes going to court is the morally the right path to protect the health and future of the community, even if the benefits will not be seen immediately.

Ms. Scales Harris expressed concern regarding trusting Republic due to past dishonesty. Ms. Scales Harris acknowledged the argument that a legal settlement could create enforceable obligations but questioned whether those would truly be upheld given the company's history. Ms. Scales Harris emphasized the importance of trust, and concluded that despite the risks, going to court is the right course of action because relying on promises from an untrustworthy party doesn't feel justifiable.

Mr. Wade stated BFI and Republic's repeated claims of being "good neighbors," stating a true good neighbor would not pollute the air or contaminate the water. Mr. Wade pointed out that accepting trash from 30 other counties further undermines that claim, emphasizing that such actions are inconsistent with being a responsible or respectful member of the community.

Mr. Maxwell provided both financial data and ethical concerns and noted that Republic, now the second-largest waste management company in the U.S., has seen its stock more than double in the past five years and just reported record-breaking revenue of \$4.24 billion. Mr. Maxwell expressed Republic's motivation for settling is not community goodwill, but a business strategy to preserve revenue and pave the way for landfill expansion. The absence of Republic representatives at the meeting, he said, was telling and reinforced the idea that the company is not acting as a "good neighbor." Mr. Maxwell said accepting the settlement would embolden Republic to lobby the county commission for landfill expansion under the guise of partnership, while continuing to pollute the local environment with PFAS and other harmful substances. Mr. Maxwell opposed the settlement, stating it allows Republic to avoid admitting fault, and urged legal accountability through the courts, even if it risks losing the case.

Mr. Wright made a motion to deny the settlement agreement with BFI Waste Systems of Tennessee, LLC, Republic Services, Inc., and Republic Services of Tennessee, LLC. 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

**27. Letter of Agreement for Financial Assistance for Purchase of Properties (Airport).**

Chad Gehrke, Airport Director, presented a Council Communication and documents regarding a letter of agreement for Financial Assistance for the purchase of properties located in the Airport's Runway Protection Zone and requested Council approve the Letter of Agreement with the State of Tennessee. Mr. Gehrke stated Representative Charlie Baum and Senator Shane Reeves are instrumental in receiving these funds.

Mr. Wade made a motion to approve the letter of agreement with the State of Tennessee. 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

**28. American Battlefield Trust Land Acquisition Partnership (Parks).** Nate Williams, Executive Director of Recreation Services, presented a Council Communication and documents regarding an American Battlefield Trust (ABT) Sub-Grant Agreement, Impact Fee Contribution, and Acceptance of Donated Property and requested Council approve the Sub-Grant Agreement with ABT along with authorizing the contribution of \$1.37 million, and acceptance of 37 acres at 3507 Asbury Lane.

Mr. Wright made a motion to approve the American Battlefield Trust Land Acquisition Partnership Grant Agreement. 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

**29. 2022 Hobas Pipe Sewer Rehab Final Change Order No. 3 (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication regarding Murfreesboro 2022 Rehabilitation Project No. 22090 Final Change Order No. 3 with SBW Constructors, LLC, to reflect the actual work performed and final contract amount. The final contract amount was reduced by \$483,719, adding 135 calendar days, for a final contract amount of \$9,461,269. Ms. Smith requested Council approve Final Change Order No. 3.

Mr. Wade made a motion to approve Final Change Order No. 3. 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

**30. CUD / MWRD Boundary Amendment No. 10 (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication regarding request to amend the Consolidated Utility District (CUD) and Murfreesboro Water Resources Department (MWRD) water service boundary line along Dill Lane and Horncastle Drive. Ms. Smith requested Council approve CUD/MWRD Boundary Amendment No. 10.

Mr. Wright made a motion to approve Amendment Ten to Service Area and Territorial Boundary Amendment Agreement between CUD and the City of Murfreesboro through its MWRD. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Abstain:** Jami Averwater

**Nay:** None

**31. Middle Tennessee Electric Property Sewer Service SEC Engineering Proposal (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication regarding a proposal from SEC Engineering for Middle Tennessee Electric Property (MTE) Property Sewer Service for the design of the gravity sewer and force main

portion of serving the MTE property east of Veteran's Boulevard and south of Burnt Knob Road. Ms. Smith requested Council approve the SEC, Inc. Engineering design proposal subject to legal approval in the amount of \$96,500.

Ms. Scales Harris made a motion to approve the Site Engineering Consultants, Inc. (SEC) design proposal for the Veterans Parkway Interchange Sewer Extension, subject to legal approval. 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

**32. TDOT North Thompson Lane Widening Water & Sewer Contracts (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approve contract(s) with the Tennessee Department of Transportation (TDOT) for the relocation of water, sewer, and repurified water mains associated with the widening of North Thompson Lane between Broad Street and Memorial Boulevard and the pay the TDOT required deposit of \$12,740,879.

Ms. Averwater made a motion to approve the TDOT contracts and the deposit of \$12,740,879. 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

**33. Thompson Lane Widening ELI Design Amendment No. 4 (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication regarding Amendment No. 4 to Work Authorization No. 4 with Energy Land & Infrastructure, LLC (ELI) for the re-design of portions of the water, sewer, and repurified water relocations in conjunction with TDOT's project to widen North Thompson Lane (TDOT PIN 115906.00). Ms. Smith requested Council approve the amendment in the amount of \$142,790, subject to legal approval.

Mr. Wright made a motion to approve Amendment No. 4 to Work Authorization No. 4 with Energy Land & Infrastructure, LLC, subject to legal approval. 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

**Board and Commission Appointments**

No board and commission appointments were presented.

**Historical Zoning Commission Upcoming Appointments.** Mayor McFarland stated there will be three new Historical Zoning Commission appointments and applications will be forthcoming. He asked for Council consensus regarding a City of Murfreesboro residency requirement to serve on a City board or commission, even though this requirement is not mandated by ordinance or statute. Council members confirmed their agreement with a City residency requirement to serve on a City board or commission. Adam Tucker, City Attorney, added that the composition of a Historic Zoning Commission is established by state law; specific criteria include an architect, a representative of a local patriotic or historical organization, and “the remainder shall be from the community in general.”

**Licensing**

**34. 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

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
KHP Murfreesboro LLC	KPOT Korean BBQ & Hot Pot	1720 Old Fort Pkwy., Suite L325	On Premises	Restaurant	New Location

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

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

**Nay:** None

**Payment of Statements**

No payment of statements was presented.

**Other Business**

**Future Meeting.** Darren Gore, City Manager, stated Council will meet for a Workshop Session on August 14, 2025. Council will meet prior to the scheduled meeting, at 11:00 a.m., for a training session regarding social media policy changes.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 7:44 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: \_\_\_\_\_

# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** Hangar Site Development Contract Award

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Director

**Requested Council Action:**

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

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**Summary**

Consider awarding Hangar Site Development Contract to Hensley Civil, LLC.

**Staff Recommendation**

Award Hangar Site Development Contract to Hensley Civil, LLC., for storm water, utility, and hangar pad development work at the Murfreesboro Municipal Airport pending Legal review and approval.

**Background Information**

Even with the recent construction of Hangar One and the Terminal the Murfreesboro Airport has been operating at 100% capacity for the last decade. There is a tremendous need for corporate and individual hangar space at the Murfreesboro Airport and across the state of Tennessee. Businesses and individuals interested in moving their aircraft and flight operations to Murfreesboro expect to have a hangar available in a short period of time. This site development project will create an area that will allow for hangars to be built efficiently with all of the utilities, drainage, and hangar pads already prepared. Five bids were received for this project on July 23<sup>rd</sup> with Hensley Civil, LLC., with the lowest and qualifying bid of \$1,180,080. This bid was below our engineer's estimates. Hensley's bid includes the base bid as well as the 5% owner's contingency of \$56,194. Barge Design Services working with our Purchasing Department has issued a Notice Of Award for Hensley Civil, LLC.

**Council Priorities Served**

*Improve economic development*

Site preparation for future hangars and other facilities on the north end of the Murfreesboro Municipal Airport will address a tremendous need for hangar space and contribute to the Airport's endeavors of creating jobs and revenue opportunities along with new aeronautical services for the community.

**Fiscal Impact**

The project's construction expense, or \$1,180,080, will be funded through a transfer from General Fund to Airport Fund.

**Attachments**

Notice Of Award

**SECTION 00 51 00**

**NOTICE OF AWARD**

Date of Issuance: August 5, 2025

Owner:	City of Murfreesboro	Owner's Project No.: ITB-47-2025
Engineer:	Barge Design Solutions, Inc.	Barge Design Solutions
		Engineer's Project No: 37419-08

Project: Hangar Site Development

Contract Name: Hangar Site Development

Bidder: Hensley Civil, LLC

Bidder's Address: 418 E Vine Street  
Murfreesboro, TN 37130

You are notified that the City of Murfreesboro has accepted your Bid dated July 23, 2025 for the above contract, and that you are the Successful Bidder and are awarded a Contract for:

**Hangar Site Development at the Murfreesboro Airport**

The Total Contract Price of the Awarded Contract is \$1,180,078.99. The Contract price includes \$1,123,884.75 based on the bid submitted on July 23, 2025, as well as 5% Owners Contingency of \$56,194.24, to be used solely at the Owners discretion. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee bases as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders under EJCDC General Conditions of Construction Contract, Articles 2 and 5. Payment and Performance Bonds should be dated August 15, 2025.
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 you Bid security forfeited.

Upon Receipt and Approval of the required Contract Security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner: **City of Murfreesboro**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Barge Design Solutions - [jeff.redmill@bargedesign.com](mailto:jeff.redmill@bargedesign.com)  
Barge Design Solutions – [joe.nye@bargedesign.com](mailto:joe.nye@bargedesign.com)



# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** Airport Furniture Contract  
**Department:** Airport  
**Presented by:** Chad Gehrke, Airport Director  
**Requested Council Action:**

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

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## Summary

Consider approval of a CIP Reallocation Request and furniture contract with NOI for the Airport.

## Staff Recommendation

Approve a Reallocation Fund Request and contract for the purchase of furniture for the new Terminal Event And Meeting space at the Murfreesboro Municipal Airport.

## Background Information

The large room on the south end of the Murfreesboro Airport Business Center-Terminal has come available for City use when the MTSU Aerospace Department's Terminal space Lease Agreement expired. The room will be furnished and equipped for events, meetings, and training classes for use by businesses and the public who are traveling through our airport, City staff, and also rented to the general public. The furniture being purchased under this contract with NOI will allow for up to 70 people to be in attendance.

## Council Priorities Served

*Improve economic development*

Providing meeting, training, and event space at the Airport is an essential service provided to the traveling public, City staff, and our community. While an excellent source of revenue for the Airport,

*Establish strong City brand*

These meeting spaces and activity represent well the City of Murfreesboro's endeavors to support our businesses and citizens' need for collaboration, education, and celebration; providing a place where ideas and people come together.

## Fiscal Impact

The furniture expense, or \$57,011, will be purchased with a CIP Reallocation, transfer of funds.

## Attachments

NOI Contract

CIP Funds Reallocation Request

## **Agreement for Office Furniture For Murfreesboro Airport**

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 **NASHVILLE OFFICE INTERIORS**, a corporation of the State of Tennessee (“Contractor”).

This Agreement consists of the following documents:

- **This Agreement**
- **Omnia Partners Contract #TVR-914440 between Omnia Partners and Exemplis, LLC (SitOnIt Seating), effective date through December 31, 2027**
- **Omnia Partners Contract #R240108 between Omnia Partners and Kimball International Brands, Inc., effective date through December 31, 2027**
- **NASPO TN Statewide Contract #238 between Haworth Inc. vendor #91567 and the State of TN, effective date through January 21, 2028,**
- **Nashville Office Interiors (authorized dealer for SitOnIt Seating, Kimball International Brands, Inc. and Haworth, Inc.) Price Quote #63151, dated August 5, 2025, based on Cooperative purchasing agreements between Omnia Partners and Exemplis, LLC (SitOnIt Seating) contract #TVR-914440 and Kimball International Brands, Inc. # R240108, and between NASPO TN Statewide Contract #238, vendor #91567 and Haworth, Inc. for office furniture, hereinafter, “Contractor’s Proposal” (Attachment A)**
- **Any properly executed amendments to this Agreement**

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

- **First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)**
- **Second, this Agreement**
- **Third, Omnia Partners Contract with Exemplis, LLC (SitOnIt Seating) - # TVR-914440 and contract with Kimball International Brands, Inc. #R240108 (all relevant documents), and NASPO Cooperative contract with Haworth, Inc, SWC#238 (all relevant documents)**
- **Lastly, Nashville Office Interiors Price Quote #63151, dated August 5, 2025, based on Cooperative Purchasing Agreements between Omnia Partners with Exemplis, LLC contract #TVR-914440 and Kimball International Brands, Inc. # R240108, and with Tennessee SWC#238 – contract #64063 (Attachment A)**

### **1. Duties and Responsibilities of Contractor.**

- a. **Scope of Work.** Contractor is engaged by the City to provide the equipment, machinery, material, delivery, and other items (“Goods”) and to perform the installation services (“Services”) as described in **Nashville Office Interiors Price Quote #63151, dated August 5, 2025 (Attachment A).**
- 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 on the work site at all times during work progress a competent resident superintendent. 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 to 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 One Hundred Twenty (120) days from the Notice to Proceed. 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, installation and acceptance of the goods and services specified in Contractor's Proposal, which reflects a **total price of \$57,011.22**. 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 the Murfreesboro Building and Codes Department or City designee, 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](mailto:accountspayable@murfreesborotn.gov).
4. **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.
5. **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.

6. **Notices.**

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

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	If to Contractor: Nashville Office Interiors Attn: Derick Peppers, Vice President 611 3rd Ave. South, Nashville, TN 37120 dpeppers@noi-tn.com
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7. **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.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **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.
21. **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.

22. **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      NASHVILLE OFFICE INTERIORS**

By:

\_\_\_\_\_  
Shane McFarland, Mayor

By:

DocuSigned by:  
*Derick Peppers*  
\_\_\_\_\_  
B33641412B884D1...  
Derick Peppers, Vice President

Signed by:  
Approved as to form:  
*Adam F. Tucker*

\_\_\_\_\_  
43A2035E51F9401...  
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.



Proposal

Nashville  
611 3rd Avenue South  
Nashville , TN 37210  
Phone: 615-329-1811  
www.noifurniture.com

Remit To:  
Nashville Office Interiors  
611 3rd Avenue South  
Nashville, TN 37210  
www.noifurniture.com

Order Number	63151
Date	08/06/2025
Customer PO No	
Customer Name	CITY OF MURFREESBORO
Salesperson	Missy Bean
Project Name	
Terms	NET 30
Page	1 of 5

T CITY OF MURFREESBORO  
O P.O. BOX 1139  
MURFREESBORO, TN 37133-1139  
  
ATTN: ACCOUNTS PAYABLE  
Email: accountspayable@murfreesborotn.gov

S City of Murfreesboro Airport  
H 1930 Memorial Blvd  
I Murfreesboro, TN 37130  
P  
  
T ATTN: RYAN HULSEY  
O Phone: 615-217-5048  
Email: rhulsey@murfreesborotn.gov

Prepared for : Missy Bean

Line	Quantity	Description	List	Unit Price	Extended Amount
2	1.00 Each	NATIONAL OFFICE FURNITURE WW2915PUBBFL--72PL-X-KS1S-AD-AD WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/ FILE,UNDERSURFACE,LAM OPTION: 72PL:BALANCE,PLATINUM METALLIC OPTION: X:NO GROMMET OPTION: KS1S:SPECIFY 1 SILVER CORE SEPARATE OPTION: AD:ALMOND OPTION: AD:ALMOND Tag: Tag TG: OFFICE Tag GC: B/B/F  % Off List: 58.25	806.00	336.51	336.51
3	1.00 Each	NATIONAL OFFICE FURNITURE WW3072WSSDL--M-VAD-G11MBC-X-X-X-STD-AD WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL OPTION: M:MAIN OPTION: VAD:SOFTENED PVC,ALMOND OPTION: G11MBC:GROMMET,CINDER,CENTER OPTION: X:NO WIRE MANAGER OPTION: X:NO MODIFIED DEPTH (STANDARD) OPTION: X:NO MODIFIED WIDTH (STANDARD) OPTION: STD:STANDARD LAMINATE OPTION: AD:ALMOND Tag: Tag TG: OFFICE Tag GC: DESK  % Off List: 58.25	549.00	229.21	229.21
4	1.00 Each	NATIONAL OFFICE FURNITURE WW7227MPL--M-G21-X-AD WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE OPTION: M:MAIN OPTION: G21:HALF MOON GROMMET	315.00	131.51	131.51



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Project Name	
Terms	NET 30
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		OPTION: X:NO MODIFIED WIDTH (STANDARD) OPTION: AD:ALMOND Tag: Tag TG: OFFICE Tag GC: DESK  % Off List: 58.25			
5	1.00 Each	NATIONAL OFFICE FURNITURE WW2915PUFFL--72PL-X-KS1S-AD-AD WAVEWORKS,29DX15W,PEDESTAL,FILE/ FILE,UNDERSURFACE,LAMINATE OPTION: 72PL:BALANCE,PLATINUM METALLIC OPTION: X:NO GROMMET OPTION: KS1S:SPECIFY 1 SILVER CORE SEPARATE OPTION: AD:ALMOND OPTION: AD:ALMOND Tag: Tag TG: OFFICE Tag GC: F/F  % Off List: 58.25	806.00	336.51	336.51
6	2.00 Each	NATIONAL OFFICE FURNITURE NCCB001S CASEGOODS,LOCK CORE & KEY,SILVER,NO 001 Tag: Tag TG: OFFICE Tag GC: KEYS  % Off List: 58.24	17.00	7.10	14.20
7	1.00 Each	HAWORTH SJT-30-401X1A--(XJ)-,XJ-BL-,XT-9-,TR-F-,TR-F Soji Task,Faux Lea St /Mesh Bk,Hgt Adj Arm,NoLum,Bk Lock,Fxd Seat,Alu Base,Hrd Cstr,Assembled OPTION: Seat 1 Color:(XJ):WELLINGTON GRD A OPTION: Seat 1 Color:,XJ-BL:BLACK GRD A OPTION: Back 1 Color (Inside):,XT-9:STEEL GRD A OPTION: Trim Color:,TR-F:BLACK GRD A OPTION: Base Color:,TR-F:BLACK GRD A Tag: Tag TG: OFFICE Tag GC: TASK CHAIR  % Off List: 60.00	1,054.72	421.89	421.89
8	72.00 Each	SIT ON IT OFFICE SEATING 1061FT4.MB.AR0--SC1-FC1-~-CS5-MC20--~FG3-AFFINITY-DENIM-AC Movi, Nesting Chair, Mesh Back, Armless OPTION: SC1:Black OPTION: FC1:Black Base OPTION: ~:Black OPTION: CS5:Carpet Casters	828.00	347.76	25,038.72



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		OPTION: MC20:Onyx Mesh OPTION: ~:No Selection OPTION: FG3:Fabric Grade 3 OPTION: AFFINITY:Affinity Standard Color Selection OPTION: DENIM:Affinity Denim OPTION: AC:Fully Assembled in Carton Tag: Tag TG: Training Room Tag GC: CHAIRS  % Off List: 58.00			
9	1.00 Each	HAWORTH SJT-30-401X1A--(XJ)-,XJ-BL-,XT-9-,TR-F-,TR-F Soji Task,Faux Lea St /Mesh Bk,Hgt Adj Arm,NoLum,Bk Lock,Fxd Seat,Alu Base,Hrd Cstr,Assembled OPTION: Seat 1 Color:(XJ):WELLINGTON GRD A OPTION: Seat 1 Color:,XJ-BL:BLACK GRD A OPTION: Back 1 Color (Inside):,XT-9:STEEL GRD A OPTION: Trim Color:,TR-F:BLACK GRD A OPTION: Base Color:,TR-F:BLACK GRD A Tag: Tag TG: Training Room Tag GC: TASK CHAIR  % Off List: 60.00	1,054.72	421.89	421.89
10	36.00 Each	SIT ON IT OFFICE SEATING 3093.MT8DT501.DS1058--GR1-MPC18 Modesty Screen, Hinged Mount (MT8), Laminate, 10"H x 58"W OPTION: GR1:Grade 1 Laminate OPTION: MPC18:Ankara Cherry Tag: Tag TG: Training Room Tag GC: TABLES  % Off List: 58.00	329.00	138.18	4,974.48
11	36.00 Each	SIT ON IT OFFICE SEATING 3272.TBT2.TZ2460--TE5-BF03-LS19 Parallon Base, Flip-Top T-Leg, For 24"D x 60"W Tabletop OPTION: TE5:Flat Edge OPTION: BF03:Black OPTION: LS19:Casters ( 2 locking / 2 non locking) Tag: Tag TG: Training Room Tag GC: TABLES  % Off List: 58.00	829.00	348.18	12,534.48
12	36.00 Each	SIT ON IT OFFICE SEATING 3271.TBT2.TZ2460--GR1-TL18-TE5-GP00-BNDL00 Parallon Tabletop, Flip-Top T-Leg, 24"D x 60"W Rectangle OPTION: GR1:Grade 1 Laminate	346.00	145.32	5,231.52





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Project Name	
Terms	NET 30
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		OPTION: TL18:Ankara Cherry OPTION: TE5:Flat Edge OPTION: GP00:*** No Grommets *** OPTION: BNDL00:No Bundle Pilot Holes Tag: Tag TG: Training Room Tag GC: TABLES  % Off List: 58.00			
13	1.00 Each	Furniture Guys, LLC. INSTALL Delivery and install during normal business hours Tag: Tag TG: Z Services  % Off List: 0.00	0.00	5,000.00	5,000.00
14	1.00 Each	NOI-INSTALL & GEN LABOR DESIGN Design Hours Tag: Tag TG: Z Services  % Off List: 0.00	0.00	750.00	750.00
15	1.00 Each	KIMBALL OFFICE JASPER KIMBALL INTERNATIONAL TARIFFS Kimball International Tariffs Tag: Tag TG: Z Services  % Off List: 0.00	555.08	555.08	555.08
16	1.00 Each	SIT ON IT OFFICE SEATING SITONIT TARIFFS SitOnIt Tariffs Tag: Tag TG: Z Services  % Off List: 0.00	1,035.22	1,035.22	1,035.22
17	1.00 Each	NOI-WHSE OVERHEAD WHSE Warehousing overhead Tag: Tag TG: Z Services  % Off List: 0.00	0.00	0.00	0.00

Order Sub-Total :			\$57,011.22		
TOTAL ORDER :			\$57,011.22		
Required Deposit 50.00% :			\$28,505.61		



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Sit On It-Omnia-TVR# 914440  
Haworth-State Contract-SW238 Vender # 91567  
Kimball-Omnia Contract #R240108

This proposal is subject to change, as the introduction of import tariffs could be implemented at any time by the manufacturers. These fees will be communicated and added per manufacturer.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** Airport Audio-Visual Equipment Contract

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Director

**Requested Council Action:**

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

---

**Summary**

Consider approval of a CIP Reallocation Request and audio-visual equipment contract with LanLink for the Airport.

**Staff Recommendation**

Approve a Reallocation Fund Request and contract for the purchase of audio-visual equipment for the new Terminal Event And Meeting space at the Murfreesboro Municipal Airport pending Legal review and approval.

**Background Information**

The large room on the south end of the Murfreesboro Airport Business Center-Terminal has come available for City use when the MTSU Aerospace Department's Terminal space Lease Agreement expired. The room will be furnished and equipped for events, meetings, and training classes for use by businesses and the public who are traveling through our airport, City staff, and also rented to the general public. This audio-visual equipment will have the capability to access TEAMS and ZOOM with two cameras in the room. One for the speaker and one for the participants. The room will also have the ability to do audio recordings for meetings as well

**Council Priorities Served**

*Improve economic development*

Providing meeting, training, and event space at the Airport is an essential service provided to the traveling public, City staff, and our community. While an excellent source of revenue for the Airport,

*Establish strong City brand*

These meeting spaces and activity represent well the City of Murfreesboro's endeavors to support our businesses and citizens' need for collaboration, education, and celebration; providing a place where ideas and people come together.

**Fiscal Impact**

The audio-visual equipment expense of \$58,843.90, will be purchased with a CIP Reallocation transfer of funds.

**Attachments**

LanLink Quote

CIP Funds Reallocation Request



## **Telephone and Datacom Service Pathway and Wiring Specifications**

**Murfreesboro Airport**

**1930 Memorial Blvd**

**Murfreesboro, TN 37130**

### **7.31.25 Display Change/Speaker Adds**

#### **Section 1 – General Scope of Work**

##### **Summary**

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete Audio/Video system for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has RCDD on full-time staff and installation will be completed by BICSI trained technicians.

##### **Training Class Room**

---

LanLink shall provide and install the following:

- 2- Samsung 86" Display with Wall mount (Samsung-SAMBE85DH)
- 1- Shure Audio Processor (Shure-SHUP300IMX)
- 2- Drop Ceiling Mount Ceiling Mics (Shure-SHUMXA920WR)
- 1- Shure SM58 Digital handheld mic (Shure-SHUQLXD2SM58G50)
- 1- Shure Digital Wireless mic receiver (Shure-SHUQLXD4G50)
- 1- QSC 60-Watt Amp (QSC-QSCSPA260)
- 12- JBL Control 6.5" Coaxial Speakers (JBL-Control26CT)
- 2- JBL Control Ceiling Mount Subwoofer (JBL-Control19CST)
- 2- 4K Dual Lens 12x zoom PTZ Webcam (PTZOptics-12x4KGYG3)
- 1- NetGear POE Switch 8 port (Netgear-GS108PP-100NAS)
- 1- Natural Wood look Lectern (Spectrum Lectern- 55FMBP114CTK1704S)
  - 2- Rack shelves
  - 1- Lectern Rack with doors
- 1- 24 port Cat 6 Patch Panel (CommScope-760207274)
- 1- Cat 6 to HDMI Video Splitter4x4 (OREI-UHD44-EX230)
- 1- MISC Cross Connect cables
- 2- Cat 6 CommScope Data cables from Room to closest IDF. (We shall use existing patch panel)
  - LanLink shall use the existing speakers in the ceiling for the audio within the space.
  - LanLink will use the Owner Provided PC to run the system
  - LanLink shall mount 2 owner's display and wall mounts (90" Smart Display).

##### **Conference Room Add**

LanLink shall provide and install the following:

- 2- Ceiling Mount 70v Subwoofers (JBL-Control 19CST)
  - We shall tie the subwoofers into the existing speaker system within the room.

## Project Completion

### *Testing*

- LanLink will Test and Check that all hardware is working to the industry standards before last invoice is sent.
- LanLink will work with the owners team to make sure system is working for their room needs.

## Warranty

- LanLink shall offer the Manufacturer warranty on the TV and hardware installed by our team. All labor associated with the warranty work would be billable if found to be a manufacturer defect, and not installer related.

## Exclusions

- All Conduit Stub up Sleeves, Backboxes and Panduit needed shall be installed and provided by other.
- LanLink has not included any nighttime work for installing rooms.
- LanLink has not included any room licensing services or costs.
- LanLink will need to work with IT team for systems to join their network and zoom/teams room account.
- LanLink shall use existing power outlets. (If outlets need to be added this would be an addition to the project price)

## Section 2 – Payment Terms

Invoices will be generated on project progressive billing. Payment terms are Net 30. This proposal is based off an estimate of materials that will be needed for this project. The project will be based off the MSA established with the City of Murfreesboro in February 2023.

## Budget Total- \$58,843.90 (Plus Tax if Applicable)

\_\_\_\_\_ Authorized Signature (Client)

\_\_\_\_\_ Date

Keegan Erickson Authorized Signature (LanLink)

8.11.25 Date

Proposal is valid until 8/30/25



... creating a better quality of life

### CIP Funds Reallocation Request

Mr. Gore:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2022 Bond

Transfer CIP funds from:

Transfer CIP funds to:

City Hall Renovations	\$ (125,000.00)	Airport Meeting Room	\$ 125,000.00
TOTAL TRANSFER	\$ (125,000.00)	TOTAL TRANSFER	\$ 125,000.00

Explanation: It is requested that \$125,000 be reallocated to the Airport Meeting Room from City Hall  
Renovations.

[Signature] Date 8-7-25  
CFO/City Recorder

Vicki J Massey Date 8/7/25  
Reviewed by Finance

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> City Manager
Declined	<input type="checkbox"/>	<u>8/7/25</u> Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

## COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

---

**Item Title:** True North Geographic Technologies, LLC Updated Master Service Agreement and Work Order 1

**Department:** Information Technology

**Presented by:** Margaret Ann Green – Business Systems Manager - PLL

**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 approval of the revised and updated Master Services Agreement (MSA) with True North Geographic Technologies, LLC (True North), along with authorization to execute Work Order One for professional services related to the City's Permit, Land, and License (PLL) system.

### Staff Recommendation

Approve the revised and updated MSA and Work Order One with True North Geographic Technologies, LLC. subject to Legal review and approval.

### Background Information

The City of Murfreesboro entered into an MSA with True North in 2019 to establish a GIS-centric Asset Management and a Permit, Land, and License software including electronic plans review function. The original agreement identified Cityworks as the workflow management platform and OnBase as the plans review software. True North provided professional services as a business partner for Murfreesboro's Cityworks AMS and PLL implementation, local hosting, support, maintenance, and passthrough billing services.

Since then, the City implemented Cityworks AMS and portions of Cityworks PLL. Murfreesboro also transitioned from a locally hosted environment and pass-through billing services with True North to an agreement directly with Trimble for hosting Cityworks Online (CWOL), including direct vendor support and billing. Additionally, the City transitioned from Hyland's OnBase software to Avolve's DigEplan software while also establishing an agreement with direct billing.

True North remains a key service partner supporting implementation, integration, GIS-support, and domain expertise. Given the evolution of this relationship, staff recommend revising and updating the MSA to reflect current roles and responsibilities.

The 2019 MSA will remain active until all associated work orders are completed.

Work Order One's includes updating 26 existing cases to have payment and/or reporting functionality and to move them into Respond. Work Order One also includes the addition of 28 new PLL workflow cases for permit issuance and plats review. Upon completion of Work Order One, the City will be able to utilize Cityworks PLL for permit issuance and electronic plans review.

### **Council Priorities Served**

#### *Responsible budgeting*

The agreement supports operational stability for the City's Asset Management and Permit, Land, License solution.

### **Fiscal Impact**

The MSA does not have a direct financial impact. Future work orders will be expensed through the IT Department's operating budget and/or MWRD operation budget.

The expense, or \$487,418, will be funded from previous CIP bond interest.

### **Attachments**

1. Master Service Agreement and Work Order One (City of Murfreesboro MBORO015-08082025)
2. CIP Reallocation Form



## MASTER SERVICES AGREEMENT

Effective as of AUGUST \_\_\_, 2025 ("Effective Date"), this MASTER SERVICES AGREEMENT ("MSA") is entered by and between True North Geographic Technologies, LLC, a Tennessee limited liability corporation having its principal offices at 119 MTCS Rd, Murfreesboro, TN 37129 ("True North") and CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee having its principal offices at 111 West Vine Street, Murfreesboro, TN 37130 ("Client"). (True North and Client may be severally referred to as a "Party" or collectively referred to as "Parties").

**WHEREAS**, Client desires to purchase from True North and True North desires to provide to Client, Services, as defined in accordance with Section 2.4 of this MSA, and described in the Client Work Order(s), subject to the terms and conditions of this MSA.

**NOW, THEREFORE**, in consideration of the foregoing premise, together with the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### I. Scope of Agreement.

I. I Prior Agreements Superseded. This MSA is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by True North to Client during the term of this MSA. The prior existing Services Agreement between True North and Client dated July 1, 2019 will continue to govern previously agreed Client Work Orders until such Client Work Orders are completed. Any Client Work Orders executed on or after the Effective Date of this MSA will be governed by this MSA. This MSA may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the MSA are to be amended. This MSA may be terminated in accordance with the terms and conditions of Section 6 of this MSA.

1.2 Conflicts. Each Client Work Order shall incorporate the terms and conditions of this MSA; however if there is any conflict between the terms and conditions of this MSA and the Client Work Order, the MSA shall prevail unless it is explicitly expressed within the Client Work Order that a specific term and/or condition within the Client Work Order does take precedence over any conflicting term and/or condition within the MSA. Information on the composition and changes to a Client Work Order is cited in Section 4 of this MSA.

### 2. Definitions.

2.1 Confidential Information. Confidential Information shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties but not made openly available or disclosed to the public nor any third party, unless such

disclosure to a specific third party is consented to in writing by the disclosing Party. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:

- (a) is at the time of its disclosure already in the public domain and readily available to the public;
- (b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or, is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or
- (c) is released into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

2.2 Consulting Methodology. Consulting Methodology shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions, and information technology tools that True North owns and/or uses to produce the Work Products under the Client Work Order and which are not uniquely related to the project described in the Client Work Order.

2.3 Intellectual Property. Intellectual Property means all ideas, methods, inventions, whether or not patentable, software source and object code, firmware, modules, routines, systems, programs, specifications, products and associated documentation, trademarks, service marks, trade names, trade secrets, materials and methodologies.

2.4 Services. Services shall mean the work or services that True North performs for Client, including any Work Products and cited deliverables which True North provides to Client subject to the terms and conditions of the MSA. The Services are to be described specifically in work orders to be executed by the Parties, or amendments thereto. Such work orders shall take the form of the attached Work Order 1 and Work Order 2.

2.5 True North Intellectual Property. True North Intellectual Property shall mean all Intellectual Property developed or owned by True North apart from the Work Products created under this MSA, including without limitation, the Consulting Methodology, True North's software source and object code and all derivative works based thereon.

2.6 Work Products. Work Products shall mean all reports, studies, object or source code, flow charts, diagrams, data, documentation, and any other tangible material of any nature developed/produced by or as a result of the Services. Consulting Methodology is expressly excluded from the definition of Work Products.

3. Obligation of Parties.

3.1 Each Party is responsible for performing its obligations as set forth in this MSA, the Client Work Order(s), and any Client Work Order Amendment(s).

4. Scope of Services/Client Work Order Amendments

4.1 Client Work Orders. True North will perform the Services set forth in the Client Work Order(s) in a good and workmanlike manner. With the specifics agreed to by the Parties, the Client Work Order(s) shall include, but not be limited to: a description of the nature, scope, and schedule of the Services to be provided; the term/time within which the Services will be provided; Work Products, including any specifically cited deliverables, to be produced for and provided to Client; True North resource(s) to be used; the estimated hours required to provide the services and the total price based upon the most recent approved annual rate of pay; costs, invoicing and payment information; and any other relevant terms and conditions relating to the Services. True North shall not perform any work except pursuant to Client Work Order that has been approved by the City. True North acknowledges that any work performed by True North in the absence of an approved Client Work Order or that is otherwise contrary to the terms, conditions, or intent of this MSA or a Client Work Order is performed at True North's sole risk, cost, and expense. Service Provider shall not charge Customer any fees or expenses for any unauthorized work, and the City shall have no obligation to pay for any such work.

4.2. Changes. Client may request changes to any Client Work Order by providing True North with a written request that describes the desired change ("Client Work Order Amendment" or "Amendment"). Prior to implementing any Amendment and before the Client incurs any costs associated with any Amendment, True North will provide Client with a written quotation which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Client requested changes specified within the Amendment. Provided that either the terms and conditions of the written quotation are acceptable to the Client as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Amendment and, prior to True North performing any work based on the Amendment, the Amendment must be signed by the designated Client representative responsible for the Client Work Order indicating Client's concurrence and the Amendment must be approved/signed by authorized representatives of both Parties.

4.3. Cancellation. Client may cancel any Client Work Order at its sole convenience upon thirty (30) days' prior written notice to True North. In the event that Client cancels any Client Work Order under this Section 4.3, Client shall pay True North the costs of any mutually agreed upon Client Work Order-cited Services, performed by True North, up to the effective date of cancellation. Such payment by Client will be made to True North no later than thirty (30) days from the date that an undisputed True North invoice is received by Client with such date of receipt of invoice to be no sooner than the effective date of cancellation of the Client Work Order. No later than thirty (30) days

following the effective cancellation date of a Client Work Order, True North shall provide Client any and all Work Products, including any cited deliverables, or any parts thereof, that True North developed or produced via the Client Work Order up to the effective date of cancellation. For purposes of clarification, "Client Work Order" as used in this Section 4.3, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

5. Payment Terms and Conditions.

5.1 Pricing. The costs for Services shall be the hourly rate schedule attached as Exhibit A. This rate schedule may be revised annually but may not increase more than 5% per year.

5.2 Invoicing. True North shall invoice Client for Services in accordance with an approved Client Work Order. Any invoices shall be based upon the mutually agreed upon terms and conditions set forth in the relevant Client Work Order and any associated Client Work Order Amendment(s). Each invoice shall specifically describe the Services rendered, the Client Work Order pursuant to which such Services were rendered, the hours worked, and the charges due based upon the most recently approved hourly rate schedule in Exhibit A. Client agrees to pay True North, within thirty (30) days of receipt of a sufficiently detailed True North invoice, all undisputed amounts in the invoice for True North Services rendered in accordance with the applicable Client Work Order and any associated Client Work Order Amendment(s). Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1 ½ %) per month until paid in full. With respect to any disputed amount, Client shall provide True North with a written notice of such a dispute within twenty (20) days of Client's receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit True North to cure the dispute. True North shall have thirty (30) days from receipt of the notice to cure the dispute or otherwise provide Client with sufficient information to demonstrate that there is no basis for the dispute. If the Parties cannot resolve the dispute by the end of the cure period, both Parties agree to engage in the dispute resolution in accordance with Section 13.2 of this MSA.

6. Term and Termination.

6.1 Term. This MSA shall be in effect until terminated by either Party pursuant to Section 6 hereof.

6.2 Termination for Convenience. Either Party may terminate this MSA upon thirty (30) days prior written notice thereof to the other Party.

6.3 Termination for Cause. In the event of a material breach of this MSA, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have 30 days to cure such material breach. If the breaching Party neither effects such a cure to the material breach within the aforementioned thirty (30) days nor initiates actions for resolution via arbitration in accordance with Section 13.2 of this MSA within the same aforementioned thirty (30) days period, the non-breaching Party may terminate this MSA immediately without further notice to the breaching Party.

6.4 Effect of Termination. No later than thirty (30) days following termination: (a) Client shall pay True North for all mutually agreed upon Client Work Order-cited Services performed, up to and including the effective date of termination; (b) True North shall provide Client any and all Work Products, including any cited deliverables and any parts thereof, that True North developed for Client as part of any and all Client Work Orders up to and including the date of termination; and (c) True North shall provide Client any software and documents, information and materials, including copies thereof, that True North received from Client during the term of any and all Client Work Orders up to and including the date of termination. The Parties expressly agree that True North's obligation to deliver the Work Product(s), including any cited deliverables, is contingent on Client's payment for such Work Products, including any deliverables, in accordance with the MSA and the Client Work Order(s). For purposes of clarification, "Client Work Order" as used in this Section 6.4, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

7. Use of Confidential Information.

7.1 RESTRICTIONS. BOTH PARTIES ACKNOWLEDGE THAT THIS MSA CREATES A RELATIONSHIP OF CONFIDENCE AND TRUST BETWEEN TRUE NORTH AND CLIENT WITH RESPECT TO THE BUSINESS OF BOTH PARTIES, INCLUDING, BUT NOT LIMITED TO, BOTH PARTIES' CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION SHALL ONLY BE USED BY THE RECEIVING PARTY IN ITS PERFORMANCE UNDER THIS MSA AND SHALL NOT BE DISCLOSED BY THE RECEIVING PARTY TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY. THE RECEIVING PARTY MAY DISCLOSE THE CONFIDENTIAL INFORMATION TO ITS EMPLOYEES AND INDEPENDENT CONTRACTORS WHO HAVE A NEED TO KNOW AND WHO HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION AS REQUIRED HEREIN. EITHER PARTY SHALL ONLY USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION TO ORDER, DELIVER, INSTALL, EVALUATE, USE, SUPPORT AND/OR MAINTAIN THE SERVICES AND WORK PRODUCT FURNISHED HEREUNDER. THE RECEIVING PARTY: (A) SHALL NOT REPRODUCE OR COPY THE CONFIDENTIAL INFORMATION IN WHOLE OR IN PART, EXCEPT AS AUTHORIZED IN THIS MSA OR WHEN REQUESTED BY THE DISCLOSING PARTY; (B) SHALL, AT THE DISCLOSING PARTY'S WRITTEN INSTRUCTION, DESTROY OR RETURN THE CONFIDENTIAL INFORMATION UPON THE TERMINATION OF THIS MSA OR WHEN REQUESTED TO DO SO; AND (C) SHALL PROVIDE THE CONFIDENTIAL INFORMATION PURSUANT TO A REQUIREMENT OF APPLICABLE LAW, A DULY EMPOWERED GOVERNMENTAL AGENCY OR COURT OF COMPETENT JURISDICTION AND, IF POSSIBLE PRIOR TO PROVIDING SUCH CONFIDENTIAL INFORMATION, PROVIDE THE DISCLOSING PARTY WITH COMMERCIALLY REASONABLE NOTICE AND OPPORTUNITY TO INTERVENE, UNLESS LEGALLY PROHIBITED.

7.2 Level of Protection. The receiving Party will safeguard the Confidential Information with at least the same degree of diligence one employs with respect to their own proprietary and/or Confidential Information and in no event shall the receiving Party employ protection which is less than reasonable under all circumstances.

7.3 Survival. The provisions of this section shall survive the termination of this MSA.

7.4 Injunctive Relief. The Parties recognize specifically that the obligations of confidentiality contained herein are reasonable and necessary for the protection of Confidential Information and to prevent damages to the disclosing Party. The Parties further recognize and agree that any breach or threatened breach of duties with respect to Confidential Information by either Party or such Party's authorized agent might cause the other Party irreparable injury for which there is no adequate remedy at law. Thus, it is agreed by both Parties that the non-breaching Party shall be entitled, in addition to any other remedies that are available, to seek injunctive relief in the case of any breach or threatened breach of the duties with respect to Confidential Information as set forth herein.

## 8. Intellectual Property.

8.1 Title for Client. Except as expressly provided elsewhere in this Agreement, any and all Work Products, including any cited deliverables, or portions thereof, that True North developed or produced at the direction of Client and in accordance with specifications provided by Client, pursuant to this MSA shall be the sole property of Client provided that Client paid True North for the True North performance of the Services under the Client Work Order that produced the Work Products, cited deliverables, or portions thereof. Thereafter, Client shall own all right, title and interest in the Work Products subject to a perpetual, royalty-free, transferable, worldwide license hereby granted by Client to True North to copy, create derivative works, distribute, reproduce and otherwise use such Work Products in any manner is True North's sole discretion. Notwithstanding any other provision of this MSA, to the extent that a Work Product incorporates or is based upon True North Intellectual Property or any third party Intellectual Property, such True North Intellectual Property or third party Intellectual Property remains the sole property of True North or such third party and the Client shall receive only a limited, non-assignable license to copy, distribute, reproduce and otherwise use the True North Intellectual Property or third party Intellectual Property subject to the express terms and conditions set forth in the separate EULA governing such Intellectual Property.

8.2 Title for True North. All rights, title, and interest in and to the Consulting Methodology and the True North Intellectual Property remain the property of True North. True North retains full ownership of the Consulting Methodology and True North Intellectual Property and is free to use the Consulting Methodology and True North Intellectual Property, specifically including all derivative works in such property created under this MSA in future projects without limitation, royalty or termination right possessed by Client.

8.3 Trademarks, Service Marks and Trade Names. Each Party retains all right, title and interest in its respective trademarks, service marks and trade names and except as provided hereinafter, this Agreement does not constitute a license by either Party to use the trademarks, service marks and/or trade names of other Party. As an express exception to the foregoing sentence, Client grants True North a royalty-free perpetual, world-wide right and license to use the Client's trademarks, service marks and trade names in True North's promotional activities when identifying the Client as a True North

customer. True North shall, in exercising this right and license, follow the reasonable requirements imposed by Client on the use of the Client's trademarks, service marks and trade name consistent with the uniform usage of such marks and names by Client in its own promotional activities.

9. Limitations and Warranties.

9.1 Disclaimer. True North warrants to Client that the Services will be performed by knowledgeable and experienced personnel and will be of good and workmanlike quality and will be performed in accordance with the specifications agreed upon by the Parties. Except as stated above, True North does not make any warranty, express or implied, with respect to the Services and True North SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. THE SERVICES AND ANY WORK PRODUCTS OR DELIVERABLES RELATED THERETO ARE PROVIDED AS IS. THE PARTIES AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO THE VIRGINIA UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, §59.1-501.1, ET. SEQ., AND HEREBY WAIVE ANY APPLICATION OF SUCH LAW TO THIS AGREEMENT TO THE FULL EXTENT PERMISSIBLE.

9.2 Consequential Damages. In no event shall either Party be liable to the other Party for any consequential, incidental, special, punitive or indirect damages related to or arising from the formation, performance or breach of this Agreement under any theory of liability and regardless of whether either Party has been advised of the foreseeability or possibility of such damages.

9.3 Limitation of Liability. True North's total liability under this MSA, regardless of the theory of liability or form of action, shall not exceed the total amount paid or owed to True North for Services performed under the specific Client Work Order upon which such liability is premised. However, this liability limitation does not apply in the event of a Confidential Information-related material breach by True North.

9.4 Force Majeure. Neither Party shall be liable to the other Party for any failure of or delay in performance of its obligations under this Agreement, except for the payment of money due hereunder, to the extent that such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of God, acts of a public enemy, terrorism, fires, floods, onsite or regional power outages, wars, civil disturbances, sabotage, accidents, insurrections, blockades, ice and/or snow storms, explosions, labor demonstrations, acts of any governmental body, failure or delay of third parties or governmental bodies from whom either Party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits (collectively referred to herein as "Force Majeure"). In the event that either Party claims Force Majeure to excuse performance of its obligations under this Agreement, the Party shall notify the other Party promptly after such occurrence and shall provide weekly written updates on the status of such Force Majeure during the continuation of such event while using reasonable efforts to

overcome the impact of the Force Majeure event and resume performance.

10. Relationship of the Parties.

10.1 Independent Contractor. True North's relationship to Client shall be that of an independent contractor. Nothing in this MSA shall be construed to constitute True North, or any of its employees, as agents, employees, partners or joint venturers of Client. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto.

10.2 Employees; Restrictions of Access. Client is solely responsible for its employees and for any third parties and subcontractors that Client directly manages and True North is solely responsible for its employees that it directly manages. Client shall not have the right, nor shall it attempt to exercise the right, to establish the rate of pay, benefits, hours of work, or other terms and conditions of employment of the employees of True North. Client reserves the right to restrict movements and access rights of any and all True North employees, subcontractors, and agents within the Client's facilities. True North shall be obligated to employ and/or provide the qualified staff necessary to perform Services requested in Client Work Orders. True North shall instruct all of its employees, subcontractors, and agents to behave in accordance with Client's rules and regulations.

11. Waiver. The failure of either Party to insist upon performance of any provision of this MSA, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of such right, remedy or option. The payment of any invoice by the City shall not be construed as acceptance of the services performed.

12. Governing Law; Disputes.

12.1 Governing Law. State of Tennessee laws, without reference to its conflict of laws provision, will govern the interpretation and enforcement of this MSA and Client Work Orders, and amendments thereof with such legal action to be brought exclusively in either the United States District Courts for the Middle District of Tennessee, or the state courts in Rutherford County, Tennessee, provided only that such court has proper subject matter jurisdiction.

12.2 Meet and Confer; Option of Arbitration. In the event of a claim, controversy or dispute arising out of or related to this MSA, Client Work Order, and/or Amendment, each Party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith discussions to try to resolve the matter. If that fails to resolve the matter promptly, then such claim, controversy or dispute may be settled by arbitration before a sole arbitrator, who is an attorney, under the then current Commercial Arbitration Rules of the American Arbitration Association if the parties so agree at that time. The option to agree to arbitrate will extend to any employee, officer, director, shareholder, agent, or affiliate of the Parties to the extent such right or duty arises through a Party or is related to this MSA, Client Work Order, and/or Amendment. The decision and award of the arbitrator in such an agreed-upon arbitration will be final and binding, and the award rendered may be entered in



any court having jurisdiction thereof. The arbitrator is directed to hear and decide dispositive motions in advance of the hearing-on-the-merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in Rutherford County, Tennessee. The arbitrator will enforce the terms of the **MSA**, Client Work Order, and/or Amendment and will have no authority to award punitive damages, non-compensatory damages or any damages other than direct damages, nor award direct damages in excess of the limitations and exclusions set forth in this **MSA**.

12.3 Statute of Limitations. Each Party hereby waives its right to bring any claim against the other Party arising in any way from or relating in any way to this MSA more than one (1) year after the underlying cause of action first arises.

12.4 Jurisdiction; Venue. The Parties hereby waive any challenge to the exercise of personal jurisdiction by the courts identified in Section 13.1, above, as well as defenses and motions based upon improper venue, inconvenience of forum or similar challenge to venue in any action or suit brought relating to or arising from this MSA.

12.5 Caveat. The Parties agree that the United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement.

13. Notices. All notices or communications required by this Agreement or desired to be given hereunder, shall be in writing and given by electronic mail, certified or registered mail, return receipt requested of courier and shall be deemed to be given when received. Notices shall be addressed to the individual identified below and at the addresses first specified above. Either Party may change its point of contact by written notice to the other.

**True North:**

David Speight  
119 MTCS Rd  
Murfreesboro, TN 37129  
Phone: (615) 890-7728  
Fax: (615) 890-7729  
E-mail: [dspeight@tngeo.com](mailto:dspeight@tngeo.com)

**Client:**

Darren Gore, City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
Phone: (615) 849-2629  
E-mail: [ctindall@murfreesborotn.gov](mailto:ctindall@murfreesborotn.gov)

15. Authority. The Parties represent on their own behalf: (a) they have full power and authority to enter into and perform this MSA; (b) there is no contract, agreement, promise or undertaking that would prevent the full execution and performance of this MSA; and (c) the persons executing this MSA are duly authorized to do so and have the authority to bind their respective principals.

16. Construction. If any part of this MSA or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent deemed so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. All headings contained in this MSA are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this MSA or any provisions hereof and should not be considered in interpreting this MSA. In this MSA, the use of any gender shall be deemed to include the other gender, and the use of the singular shall include the plural, wherever it appears appropriate from the context. This MSA shall not be construed against either Party as the drafter as both Parties contributed to the drafting of this **MSA**.

17. Entirety. This MSA, including any Client Work Orders and Client Work Order Amendments, constitutes the entire agreement between the Parties with respect to True North Services provided to Client from the Effective Date of this MSA forward, with the exception of Work Orders previously agreed upon between the Parties pursuant to their prior MSA dated July 1, 2019; and this MSA takes precedence over and supersedes any and all additional and conflicting prior oral or written communications and any other promises or representations that have been made between the Parties up until now. This MSA may be modified or amended only in writing signed by both Parties.

18. Counterparts. This MSA, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each Party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement.

19. Assignability. This MSA and the rights, duties and obligations of the Parties hereunder shall be deemed to be personal to True North and Client, and as such, may not be assigned by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld.

20. Survivability. Sections 1, 2, 5, 6, 7, 8, 9, 10, 13 and 14 shall survive the termination of this MSA.

*[signatures appear on the following page]*

**IN WITNESS WHEREOF**, the Parties, having read and understood the foregoing, and having had the opportunity to consult with legal counsel, have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date stated above.

**TRUE NORTH, INC.**

**CITY OF MURFREESBORO**

By: \_\_\_\_\_  
David Speight, President

By: \_\_\_\_\_  
Shane McFarland, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam F. Tucker, City Attorney

## EXHIBIT A

### True North Geographic Technologies Professional Services Rates

<b>Project Role</b>	<b>2025 Hourly Rate</b>
Admin (Adm)	\$ 165.00
Project Manager (PM)	\$ 180.00
Solution Engineer (GIS 1)	\$ 160.00
Senior Solution Engineer (GIS 2)	\$ 185.00
Subject Matter Expert (CW 1)	\$ 175.00
Senior Subject Matter Expert (CW2)	\$ 200.00
Developer (DEV 1)	\$ 185.00
Senior Developer (DEV 2)	\$ 200.00
Principal (P)	\$ 285.00

## EXHIBIT B – Support Block

### Professional Services Support Blocks

Support Blocks are discounted blocks of support hours purchased in advance for clients wanting ongoing technical support for GIS, Cityworks, Trimble, Avolve or IT-related projects. Because support blocks are agreements with no expiration date, there is no risk involved. Support hours can be used as needed without concern over losing the support investment. In addition, for customer convenience, True North will track the usage of support blocks and provide a report documenting hours as they are used. Blocks do not expire.

### Standard Support Blocks

Listed below are the options for purchasing Standard Support Blocks as of January 1, 2025:

Regular Hourly Rate	Number of Hours	Rate per Hour	Extended Price	Savings
<b>\$185</b>				
	40	\$179	\$7,160	\$240
	56	\$175	\$9,800	\$560
	80	\$171	\$13,680	\$1,120
	120	\$167	\$20,040	\$2,160
	200+	\$156	\$31,200+	\$5,800+

**Standard Block Time Use** – Support Block time may include, but is not limited to:

- System Planning - needs assessment, system architecture/design, server sizing, budget planning
- Consulting - RFP development & review, project management
- Server Support - administration, configuration, preventative maintenance, troubleshooting
- Esri Software Support - installation, configuration, customization, troubleshooting of Esri desktop and server software applications
- Cityworks Software Support - installation, configuration, customization, troubleshooting
- Database Management - geodatabase design, data loading, ETL automation, database tuning
- Application Development - desktop applications, server applications, process automation; code modification/update for existing applications

True North Client Work: **City of Murfreesboro MBORO015-08082025**

This Client Work Order, effective as of August \_\_\_\_, 2025, is made pursuant to the Master Services Agreement dated August \_\_\_\_, 2025, ("MSA") by and between True North Geographic Technologies, LLC ("True North") and the City of Murfreesboro ("Client").

1. Scope and Description of Services/Work: **The scope of work includes professional services to update and configure Cityworks PLL Case Workflows. Complete details are attached.**
2. Work Products/Deliverables: **54 Cases as described in the attached project summary.**
3. Term: **8/\_\_/2025 through 6/30/2026 unless earlier terminated.**
4. Total Costs: Not to exceed  
Phase 1: \$182,637.50  
Phase 2: \$304,780.00
5. Supplemental Invoicing and Payment Information: **Invoices will be sent monthly.**
6. The Designated Project Management Representatives responsible for this Client Work Order:

**True North:**

David Speight  
119 MTCS Rd  
Murfreesboro, TN 37129  
Phone: (615) 890-7728  
Fax: (615) 890-7729  
E-mail: [dspeight@tngeo.com](mailto:dspeight@tngeo.com)

**City of Murfreesboro:**

Darren Gore  
111 West Vine Street  
Murfreesboro, TN 37130  
Phone:  
Fax:  
E-mail:

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or True North resource hours, shall require a Client Work Order Amendment.

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve True North's expenditure and use of any of this Client Work Order's allotted True North resource hours in the performance of this Client Work Order.

Concurrence By:  
Client Management Representative

Accepted By:  
True North Geographic Technologies, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: David Speight

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Project Summary**

Cityworks PLL allows agencies to track permits, planning and development, engineering processes, business and regulatory processes, and code enforcement cases from inception to completion. The solution includes online citizen access and response functionality for land development and zoning processes, permit applications and plan review services as well as citizen complaints and fee payments. This GIS-centric comprehensive solution integrates all necessary functions related to the overall permit process.

A Cityworks PLL implementation consists of a series of meetings which allow for collaborative documentation of a permitting process. Cityworks PLL defines each permit type as a Case. A Case consists of a series of tasks throughout a defined workflow that establish the rules for the permit process. Cases track transactional data required for community development and regulation processes and can be configured to provide more flexible business management. Automatic notifications can be used to alert users, departments, and divisions when their task in the workflow is ready to begin. A workflow diagram gives the user a visual representation of the project, as well as allowing the user to assign and update project tasks, organize workflows, flag a project for violations, stop work until fees are paid or inspections are completed, etc.

DigEplan electronic plan review for Cityworks PLL provides an efficient, flexible, and secure method for cities to streamline electronic plan review and accelerate permit application processes, removing the need for paper, complex third-party integrations or disconnected PDF mark-up tools. DigEplan replaces legacy paper or desktop-based plan reviews with a seamless, integrated, and collaborative online experience.

## **Scope of Work**

The scope of work for this work order is organized into two phases.

### **Phase 1**

Phase one includes professional services to address underlying changes in technology that have occurred during the implementation. These changes include, but are not limited to the following:

- Cityworks Office to Trimble Respond (permitting)
- Hyland OnBase to Avolve DigEplan (plan review)
- SAP Crystal Reports to MESCIUS ActiveReports (reporting)
- Sturgis to Catalis (payment processor)

The Phase 1 scope of work included the following tasks:

- Transition the Cityworks environment from the original project servers to Cityworks Online (CWOL); this includes all Cityworks PLL users and Cityworks AMS users and updating configurations of the DigEplan plan review solution to align with CWOL
- Update all 26 cases from Office to Respond in Cityworks 23.X
- Implement payment processing through Cityworks Public Access (19 cases)
- Update reports from Crystal Reports to ActiveReports for cases in the Cityworks Production environment (9 reports)
- Update reports from Crystal Reports to ActiveReports for cases in the Cityworks sandbox environment (11 reports)
- Update cases in the Cityworks Sandbox that will include Plan Review or have changes with payment processing (19 cases)
- Review and update all cases in Cityworks sandbox in advance of moving cases to the Production environment (19 cases)

A complete list of Cityworks PLL cases included in Phase 1 are provided in **Attachment 1**.



## **Phase 2**

The scope of work for Phase 2 includes an accelerated implementation process for an additional 28 Cityworks PLL cases.

### **Project Approach**

True North has developed an updated process to expedite the implementation of the Client's next 28 Cityworks PLL cases. The process allows a PLL case to be created in one week by following a consistent weekly schedule throughout the project timeline. A new case would begin on Friday morning at 9 AM with the project team reviewing the Visio diagram of the case workflow together. The team would confirm that all prerequisites have been met, and the Visio diagram would be approved by Client and True North. Should any prerequisites not be met or any issues with the diagram require additional work, Client would have until 2 PM on Friday to resolve the matter or the deadline for that case will have been missed for the following week's activities. That same case would be discussed again the following Friday, or an alternate case could be proposed should more time be required to address the prerequisites. The project timeline will be updated weekly and discussed on the Friday call.

On Monday, True North would configure the approved workflow in the Cityworks Test environment. This configuration would also include creating Active Reports, the payment processor (if needed), any case driven emails, and configuring Public Access. For cases that involve plan review, True North would configure DigEplan, including workflow, stamps, standard comments and correction reports.

True North will perform functional testing for the entire case workflow to ensure the software properly supports the configured workflow. True North would complete this task by the close of business on Monday. True North will update the Cityworks Project Go-Live Service Request to indicate that the case is ready for user-acceptance testing.

On Tuesday, Client will test the configured workflow in the Cityworks Test environment. The testing process includes creating and completing the case workflow in Public Access and Respond and generating any and all payments, reports and emails. For cases that involve plan review, Client will test the workflow, stamps, standard comments and correction reports configured in DigEplan. All Client testing would be completed by close of business on Tuesday. Upon completion of testing, the Client updates the Go-Live Service Request to indicate that testing is complete, and the case is approved. The approved case would be ready for configuration in the Production environment.

Should an issue arise during the testing process, Client will notify True North through the Cityworks Project Go-Live Service Request and provide supporting documentation. If the issue is related to the case workflow, Client will update the Visio diagram and verify all prerequisites are met. The revised case would then be restarted at the upcoming Friday morning meeting. Slight modifications to reports, emails or payment processes *could* be accomplished during the testing process; however, that decision will be made by the True North project manager on a case-by-case basis.

If the identified issue is related to a software bug, True North will within one (1) hour report and manage the technical support incident with the appropriate software vendor and copy the Client project team. True North will provide the Client with documentation and research of the software bug at the time the incident is reported and include Client on all correspondence related to the incident. The True North project manager will update the project team with the ongoing status of the incident and update the project timeline as information is received from the software vendor. True North will review alternatives and workarounds with the Client to determine if the Case can proceed. The project team's goal is to have work-around recommendations within four (4) hours; however, the timeline would be influenced by responses from software technical support teams. The Client can approve a workaround or pause the Case implementation until the software vendor provides adequate resolution. Client will have one (1) business day to elect to pursue the workaround or stop work on the Case. Client will update Cityworks Project Go-Live Service Request. The True North project manager will update the project team with the Client's decision and update the project timeline.

If the identified issue is related to a software feature limitation, the True North project manager will review options with the Client to determine and propose an acceptable work-around to continue with the expedited implementation schedule. The project team's goal is to have work-around recommendations within two (2) hours; however more complex workflows may require additional time to devise alternative workflows, up to 24 hours. Client will have one (1) business day to select the desired work-around option and update the Project Go-Live Service Request. The True North Project Manager will evaluate the desired work-around option and update the project timeline accordingly. Each case workflow includes a maximum of one (1) configuration iteration due to a software feature limitation. Additional configurations would require a Change Order to amend this Work Order.

On Wednesday, True North would configure the case in the Cityworks Production environment. This configuration would also include configuring Active Reports, the payment processor (if needed) and any case driven emails. For cases that involve plan review, True North would configure DigEplan in the production environment, including workflow, stamps and correction reports. True North would complete these tasks by the close of business on Wednesday. True North will update the Cityworks Project Go-Live Service Request to indicate that the case is complete in the Cityworks Production environment.

On Thursday, Client verifies the case workflow is available in the Cityworks Production Environment and updates the Cityworks Project Go-Live Service Request to indicate that the case is "live" in Production, and the case is complete and approved.

The table below provides a summary of the project approach.

Day	Task	True North Deadline	Client Deadline	Considerations
Friday AM	Review Visio diagram. Confirm all prerequisites are met. Client has until 2 PM to update Visio and meet all case prerequisites.		Friday 2 PM	Visio Diagram Reports Emails GIS Layers Public Access Plan Review
Monday	True North configures the workflow in Test Environment. This includes ActiveReports, emails, and payment processor. For cases that involve plan review, configure DigEplan, including workflow, stamps and correction reports.	Monday COB		
Tuesday	Client tests the workflow in Test Environment and approves workflow for configuration in production environment		Tuesday COB	If adjustments are needed, the True North Project Manager will update the case timeline.
Wednesday	True North configures the workflow in Production Environment. This includes ActiveReports, emails, and payment processor. For cases that involve plan review, configure DigEplan, including workflow, stamps and correction reports.	Wednesday COB		
Thursday	Client verifies the workflow is available in production environment.		Thursday AM	

### Project Timeline

Upon receiving a fully executed Client Work Order and given notice to proceed, True North will conduct a project kickoff meeting. True North will create a schedule for the project plan that considers holidays, trade shows, other known schedule conflicts. The project schedule will be approved by Client and True North prior to beginning the first case.

## **Key Requirements**

The project approach provides a framework for the Client to review each case workflow and gather information to satisfy all prerequisites. Case prerequisites include the following:

- Client will provide GIS service URLs, layer names and fields that will be used in the case.
- Client will identify, confirm and provide the GIS data custodian and editing frequency of each layer and service.
- Client is responsible for creating and maintaining all GIS Locators that are to be used in Cityworks.
- Client will provide an approved sample copy of each report to be generated in the case. The report must include the exact text and formatting.
- Client will provide an approved sample copy of each email to be generated in the case. The email must include the exact text and formatting.
- Visio diagrams provided by the Client must include accurate codes that are consistent with previously used case codes. Examples include but are not limited to Task Codes, Data Field code, fee codes, people code, contractor code, etc.
- Client will provide payment fees schedules for any payments or fees collected as a part of the case workflow.
- Client will designate an executive within the organization to be the project sponsor.
- Client staff will be available for project meetings.
- Client will review deliverables in established timeframes.
- Client will maintain adequate internet bandwidth to support working with web-based technologies.
- Client will provide appropriate credentials and user permissions to access applications required to complete the scope of work.
- Client will maintain all required Esri, Trimble/Cityworks, and Avolve software licenses.
- Client staff will pursue appropriate Trimble/Cityworks training to supplement current knowledge.

### **Attachment 1 – List of Cases for Phase 1**

1. Signs - Confiscated
2. Signs – Notice of Violation
3. Code Enforcement (Violations)
4. Public Inquiry
5. Zoning Enforcement
6. Commercial Plan Review\*
7. MDU Plan Review\*
8. Sign Electrical Permit
9. Signs – Buy Back
10. Signs – Central Business District Banner\*
11. Signs – Certificate of Maintenance\*
12. Signs – Demolition\*
13. Signs – Flagpole Permit\*
14. Signs – Ground Signs\*
15. Signs – Inflatable
16. Signs – Interstate Onsite Sign Permit\*
17. Signs – Off-Site Sign Permit\*
18. Signs – Permanent Attached\*
19. Commercial Building Permit ^
20. Due Diligence Meeting\*
21. Home Based Business
22. Pre-Application Meeting\*
23. Site Plan\*
24. Zoning Verification Letter (Basic)
25. Zoning Verification Letter (Expedited)
26. Zoning Verification Letter (Detailed)

\* Cases that include Plan Review

^ Cases with Impact Fees

## **Attachment 2 – List of Cases for Phase 2**

1. Commercial Partial Foundation Permit
2. Commercial Partial Framing Permit
3. Commercial Electrical Permit
4. *Residential SDU New Building Permit\* ^*
5. *Residential SDU Addition and Remodel Permit\* ^*
6. *Residential MDU New Building Permit\* ^*
7. Residential Demo Permit
8. Residential Pool & Spa Permit
9. Residential Fence Permit
10. Residential Accessory Structure Permit ^
11. Residential Electrical Residential Permit
12. Gas Permit
13. Mechanical Permit
14. Plumbing Permit
15. Beer Permit
16. Construction Commercial Site Burn or Bonfire Permit
17. Seasonal Fireworks Tent Permit
18. Mobile Food Service Vehicle Permit (Food Truck Permit)
19. Land Disturbance Permit
20. Right of Way Permit
21. Moving Permit ^
22. Temporary Sales Permit
23. Sitework Permit
24. Temporary Structure Permit
25. Step Tank Permit
26. *Master Plan/ Preliminary Plat Review\**
27. *Construction Plans Review\**
28. *Final Plat Review\**

*\* Cases that include Plan Review*

*^ Cases with Impact Fees*

### **Attachment 3 - Prerequisite Checklist**

This is a summary of items that are required to be completed by the Client and submitted to the project team in advance of starting a case. Items on the checklist will be reviewed by the project team during each Friday morning meeting.

#### **Visio diagram**

- ☐ Diagrams must include accurate codes that are consistent with previously used case codes. Examples include but are not limited to Task Codes, Data Field code, fee codes, people code, contractor code, etc.

#### **GIS**

- ☐ List all GIS service URLs, layer names and field(s) that will be used in the case.
- ☐ Identify the GIS data custodian and editing frequency of each layer and service used in the case.

#### **Output**

- ☐ All sample *reports* with exact text and formatting
- ☐ All sample *letters* with exact text and formatting
- ☐ All sample *emails* with exact text and formatting
- ☐ Data fields from Case that will be used in creating output (permit number, dates, etc.)

#### **Fees**

- ☐ List of all payment fees/schedules

#### **Cases that include Plan Review (DigEplan)**

- ☐ List of Users
- ☐ Stamps
- ☐ Reports
- ☐ Standard Comments

## Summary of Project Hours

### Phase 1

<b>Project Role</b>	<b>Hours</b>
Project Manager (PM)	180.50
Solution Engineer (GIS 1)	20.00
Senior Solution Engineer (GIS 2)	18.75
Subject Matter Expert (CW 1)	189.75
Senior Subject Matter Expert (CW2)	204.00
Developer (DEV 1)	261.00
Senior Developer (DEV 2)	24.00
Principal (P)	57.50

### Phase 2

<b>Project Role</b>	<b>Hours</b>
Admin (Adm)	56.00
Project Manager (PM)	154.00
Solution Engineer (GIS 1)	126.00
Subject Matter Expert (CW 1)	588.00
Senior Subject Matter Expert (CW2)	644.00
Principal (P)	56.00





... creating a better quality of life

### CIP Funds Reallocation Request

Mr. Gore:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2022 Bond

Transfer CIP funds from:

Town Creek \$ (3,964,576.50)

Transfer CIP funds to:

IT Development Software \$ 500,000.00

City Hall Renovations \$ 125,000.00

Land Acq/Contingency Costs \$ 3,339,576.50

TOTAL TRANSFER \$ (3,964,576.50)

TOTAL TRANSFER \$ 3,964,576.50

Explanation: It is requested that the remaining interest earnings from the 2021 Bond that were reallocated

to Town Creek be reallocated to IT Development Software, City Hall Renovations, and Land Acquisition /

Contingency Costs.

CFO/City Recorder

Date

Reviewed by Finance

Date

Approved

☒

Declined

☐

City Manager

Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

# **COUNCIL COMMUNICATION**

**Meeting Date: 08/14/2025**

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**Item Title:** City Social Media and Internet Posting Policy Updates

**Department:** Communications

**Presented by:** Alan Bozeman, Communications Director

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## **Summary**

Review updates to the City social media and internet posting policy.

## **Background Information**

The City website is the City's primary and predominate internet presence. City social media is an extension of the City website.

The original Resolution on City Social Media and Internet Posting Policy regarding the use of City social media sites/accounts/pages by its employees, officials and citizens was adopted in 2011. In 2013 the Employee Handbook section 6013 regarding City Social Media and Website Guidelines was adopted. Since the original Social Media Resolution and Employee Handbook guidelines were implemented, a lot has changed with social media regarding usage, trends, case law, and strategies.

This updated policy continues to require City social media sites/accounts/pages to be connected to the City archiving software system for City records retention and public records requests.

The updated policy better explains what is considered Inappropriate Content and what shouldn't be included on City social media posts and the City website.

Also, the policy better details what is considered Inappropriate Social Media Comments not protected by the First Amendment which can be removed from a City social media site/account/page and the process to follow such removal.

The policy explains in better detail who can be blocked/banned from a City social media site/account/page and the process to follow for doing so.

## **Attachment**

1. DRAFT Resolution 25-R-21
2. DRAFT Employee Handbook section 6013 Social Media and Website Guidelines

**DRAFT RESOLUTION 25-R-21** updating the City of Murfreesboro Social Media Use and Internet Posting Policy regarding the use of social media by the City and its employees, officials and citizens.

**WHEREAS**, the City of Murfreesboro has historically sought to provide information about its activities to citizens through print, television, and online media; and,

**WHEREAS**, the City has an interest in continuing and expanding its information flow to, and civic engagement with, citizens; and,

**WHEREAS**, the prevalence of online social media has made personal expression on public websites feasible; and

**WHEREAS**, the establishment of clear rules and guidelines should enable social media to be used by the City, its employees, its officials and its citizens in compliance with state and federal laws and rights.

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

SECTION 1. The City of Murfreesboro, Tennessee hereby adopts the following Social Media Use and Internet Posting Policy as its official policy.

### **SOCIAL MEDIA USE AND INTERNET POSTING POLICY**

#### **SECTION 1.      APPLICABILITY**

- 1.1. This policy applies to every employee, whether part-time or full-time, currently employed by the City in any capacity who posts any material whether written, audio, video or otherwise on any website, blog or any other medium accessible via the internet.
- 1.2. It also applies to every official, whether part time or full time, currently holding City office who posts any such material in their official capacity or in a manner that is reasonably deemed to be in their official capacity.
- 1.3. For purposes of this policy, “social media” is content created by individuals using accessible and scalable technologies through the internet. Examples of social media include but are not limited to: Facebook, blogs, RSS, YouTube, X, LinkedIn, Nextdoor, and Instagram.
- 1.4 This policy shall be applied only to the extent permitted by and in a manner consistent with the United States and Tennessee constitutions.

## **SECTION 2. CITY OWNED OR CREATED SOCIAL MEDIA**

- 2.1. The City maintains an online presence. An employee or official may not characterize himself or herself as representing the City, directly or indirectly, in any online posting unless pursuant to the written policies of the City.
- 2.2. All City social media sites/accounts/pages directly or indirectly representing that they are an official site or statement of the City must be created pursuant to this policy for City Council members official social media sites/accounts/pages and pursuant to the Employee Handbook Section 6013 Social Media and Website Guidelines (“Guidelines”) for all other City officials and employees and be connected to the City social media archive system for City records retention.
- 2.3. The City’s primary and predominant internet presence shall remain [www.murfreesborotn.gov](http://www.murfreesborotn.gov) and no other website, blog or social media site/account/page shall characterize itself as being the City’s primary or home internet site.
- 2.4. Before any City social media site/account/page is created by City officials (other than City Council) and employees, known as Authorized Users, must follow the Employee Handbook Section 6013.
- 2.5. Whenever possible a social media site/account/page of the City shall link or otherwise refer visitors to the City’s main website.
- 2.6. In addition to this policy, all City social media sites/accounts/pages shall comply with all applicable City policies and state laws dealing with City publications.
- 2.7. A City social media site/account/page shall also contain a clear and conspicuous statement that the purpose of the site is to serve as a mechanism for communication between the City and its citizens and that all postings are subject to review by the City. The following is Inappropriate Content whether in the form of text, image, audio, or video and appears as an original post, comment, or link to content on another Internet or social media site/account/page and includes:
  - 2.7.1. Content that is profane, obscene, violent, sexually explicit, or pornographic;
  - 2.7.2. Content that promotes, fosters, perpetuates discrimination on the basis of race, creed, color, age, religion, marital status, receipt of public assistance, national origin, physical or mental disability, or any other legally protected classification or category;
  - 2.7.3. Content violates the terms of use and rules established by a social media provider (e.g, Facebook, prohibits attacks based on a person’s “race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition”);

- 2.7.4. Content that may tend to compromise the safety or security of public system and structures, any individual or the public in general;
  - 2.7.5. Content that violates a legal ownership (e.g., copyright, patent, trademark) of any other individual or entity;
  - 2.7.6. Content that attacks, insults or otherwise threatens any person or organization;
  - 2.7.7. Content that violates any federal, state or local law or encourages any illegal activity;
  - 2.7.8. Content soliciting commerce by a non-City entity, including but not limited to the advertising of any business or product for sale.
- 2.8 The following Inappropriate Public Comments not protected by the First Amendment whether in the form of text, image, audio, or video on a City social media site/account/page, may be immediately removed and includes
- 2.8.1. Comments expressly advocating direct violence or other illegal activity;
  - 2.8.2. Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;
  - 2.8.3. Comments that expressly encourage or advocate the City to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
  - 2.8.4 Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts;
  - 2.8.5. Comments that contain images or other content that violate the intellectual property or copyright of someone else, if the owner of that property notifies the City that the property was posted in a comment on the City social media account;
  - 2.8.6. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, or browser;
  - 2.8.7. Comments containing links to any website/social media not controlled by the City ;and
  - 2.8.8. Duplicate comments posted repeatedly within a short period of time.
- 2.9. The following must be posted as a comment on the original post after removing a comment: “The City of Murfreesboro has removed comments violating the City of Murfreesboro Social Media and Internet Policy. A copy of the City’s Social Media and Internet Posting Policy, which includes a description of what

constitutes Inappropriate Public Comment not protected by the First Amendment, is available at [www.murfreesborotn.gov](http://www.murfreesborotn.gov).”

- 2.10. When a public comment includes an Inappropriate Public Comment by the same user on three or more occasions within a twelve-month rolling period, a City Council member and an Authorized User in consultation with the Communications Director (or their designee) may block or ban the offending user from their social media site/account/page where the violations occurred. The City Council member or Authorized User who blocked/banned the user, will (a) reasonably attempt to notify the user; (b) describe the violation(s) and (c) explain the appeal process.
- 2.11. A user whose comment has been removed or who has been blocked/banned may appeal to the City. To appeal a removal of a comment or being blocked/banned from a site, the user should submit a letter or email to the Communications Department explaining their case for review. If the appeal is successful, the comment may be added back or the user will be unblocked/unbanned from the social media site/account/page. If the appeal is not successful the decision stands.
- 2.12. The City will approach the use of social media tools, software, hardware and applications in a manner which is consistent citywide.
- 2.13. The City must be able to immediately edit or remove content and Inappropriate Public Comments from its social media sites/accounts/pages
- 2.14. The posting and commenting terms of use for all City and department social media sites/accounts/pages should be based on the following standard terms of use template:

This is the official [website, Facebook page, X account] of [the City of Murfreesboro, TN or the (Murfreesboro Mayor/City Councilmember (Name), or the Murfreesboro (Department Name), of the City of Murfreesboro, TN]. This [site/page/account] is intended to serve as a mechanism for communication between the public and [City/Department/Mayor/City Councilmember] [if appropriate, add list of approved topics; e.g., recreation].

Comments posted to this site will be monitored. The [City/Department/Mayor/City Councilmember] reserves the right to remove postings and comments that violate any applicable laws or the City of Murfreesboro’s Social Media Use and Internet Posting Policy, a copy of which is available at [insert hyperlink]. All postings and [comments/replies/direct messages] to this [site/page/group/account] are public records of the City of Murfreesboro and may be subject to disclosure under Tennessee’s Public Records Act, Tenn. Code Ann. §§ 10-7-501 et seq.

Neither the City nor the [*Department/Mayor/City Councilmember*] endorse or sponsor any advertising posted by the Social Media host on this site. The Social Media host is a private entity, and the privacy terms established by that entity apply to this site. The City does not guarantee the reliability or accuracy of any third-party link, and the City reserves the right to remove any link or [*comment/reply/conversation*] that is prohibited by or inconsistent with the City's Social Media Use and Internet Posting Policy.

- 2.15. Whenever possible the posting and commenting terms of use of shall appear on the site's/account's/page's information page (e.g., on Facebook, the account's "About" page). When it is not practicable or technically feasible to post the Posting and Commenting Terms of Use on the site itself, the site/account/page shall contain a link to the site's Posting and Commenting Terms of Use available on the City's official website.

### **SECTION 3. NON-CITY SOCIAL MEDIA SITES**

- 3.1. An employee or official may not characterize himself or herself on a non-City social media site/account/page as representing the City, directly or indirectly, in any online posting unless pursuant to the written policies of the City and, if an employee, the direction of a supervisor.
- 3.2. When posting in a non-official capacity on a non-City site, an employee or official shall not unnecessarily identify themselves as an official or employee of the City. However, an employee or official does not violate this policy by stating the type of position held and the employer's name as basic identifying information, e.g. opening a Facebook account. When the identity of an employee or official posting on a non-City social media site is apparent, the employee or official shall clearly state that he or she is posting in a private and/or unofficial capacity.
- 3.3. The use of a City email address, job title, uniform, official City name, seal, logo or letterhead shall be deemed an attempt to represent the City in an official capacity. Other communications leading an average viewer to conclude that a posting was made in an official capacity shall also be deemed an attempt to represent the City in an official capacity.
- 3.4. Executive Directors and/or Department Directors may allow or disallow employee participation in non-City social media activities as part of their job duties in accordance with this policy and rules and guidelines developed hereunder.
- 3.5. Postings made in an official capacity shall be subject to the Tennessee Public Records Act, including any official postings on a non-City social media site.

3.6. An employee or official posting on a social media site shall take reasonable care not to disclose any confidential information in any posting. An employee or official posting on a social media site shall not disclose any non-public information (e.g. another employee’s personal identifying information).

**SECTION 4. OPEN MEETINGS ACT**

No official of the City shall use a City owned or created social media site/account/page or a non-City social media site/account/page to discuss or deliberate any matter with another City official when such communication is or could reasonably be deemed to be in violation of the Open Meetings Act, T.C.A. §8-44-101 et.seq., commonly known as “the Sunshine Law”.

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

\_\_\_\_\_  
Adam F. Tucker  
City Attorney



## Employee Handbook DRAFT

**Policy No:** 6013  
**Policy:** Social Media and Website Guidelines  
**Effective Date:** (effective date will be when the City Council approves)  
**Supersedes Section No:** 6013 **Dated:** 02-28-13

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### 1. PURPOSE

The Murfreesboro City Council has acknowledged that social media, when used properly, is a valuable means of facilitating the flow of information to and civic engagement with City residents and businesses. To ensure the appropriate use of social media by the City and its officials and employees, City Council adopted Resolution 25-R-21 ("Social Media Use and Internet Posting Policy") as the City's official policy regarding the use of social media. The following Social Media and Website Guidelines ("Guidelines") establish, as required by Section 2.4 of the Social Media Use and Internet Posting Policy, rules to guide City officials and employees using social media in performing authorized work for the City. These Guidelines do not apply to an employee's personal use of social media. Personal use of the City's information technology resources and non-City social media sites/accounts/pages by City officials and employees are governed by Employee Handbook Section 6012 and the City's Social Media Use and Internet Posting Policy, respectively.

### 2. DEFINITIONS

For this policy, the following definitions shall apply:

- 2.1 "Advertising" is any announcement that endorses or sponsors a product, service, viewpoint or content.
- 2.2 "Authorized User" is a City official or employee who has been given written permission by the City Manager, Executive Director, or a Department Director to establish, monitor, and update a City or departmental website and/or social media site/account/page. All Authorized Users must sign a Social Media and Website Acknowledgement Form (Form 6013A).

2.3 “Confidential Information” includes, but is not limited to anything that is exempted or prohibited from public disclosure under any applicable Tennessee or federal law, including without limitation: T.C.A. § 10-7-504 (Tennessee Public Records Act); T.C.A. §§ 37-1-153, 37-1-154, 37-1-155, 37-1-409, 37-1-612, 37-1-615 & 37-2-408 (juvenile records); T.C.A. § 49-50-1408 (Tennessee Education Trust Reporting Act); T.C.A. § 50-9-109 (records of employer’s drug testing program); T.C.A. § 67-1-1702 (tax returns, audits, letter rulings and other taxpayer identifying information); T.C.A. § 67-4-722 (business tax statements, reports, audits and returns); Rule 16 of the Tennessee Rules of Criminal Procedure; Rule 26 of the Tennessee Rules of Civil Procedure (work product prepared in anticipation of or for trial); 20 U.S.C. §§ 1232 et seq. (Family Educational Rights and Privacy Act); 45 CFR §§ 160 & 164 (Health Insurance Portability and Accountability Act Privacy Rule); and Tennessee’s common law attorney-client privilege doctrine.

2.4 Inappropriate Content by an Authorized User, whether in the form of text, image, audio, or video, and appears as an original post, comment, or link to content on another Internet or social media site/account/page, includes:

- a. Content in support of, or in opposition to, any political candidate campaign or ballot measure (other than any ordinance submitted pursuant to Article IV, Sections 26 & 27 of the City Charter);
- b. Content that is profane, obscene, violent, sexually explicit, or pornographic;
- c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, marital status, receipt of public assistance, national origin, physical or mental disability, or any other legally protected classification or category;
- d. Content that violates the terms of use and rules established by a social media provider (e.g., Facebook prohibits attacks based on a person’s “race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition”);
- e. Content that may tend to compromise the safety or security of public systems and structures, any individual or the public in general;
- f. Content that violates a legal ownership (e.g., copyright, patent, trademark) of any other individual or entity;
- g. Content that attacks, insults or otherwise threatens any person or organization;
- h. Content that violates any federal, state or local law or encourages any illegal activity;
- i. Content soliciting commerce by a non-City entity, including but not limited to the advertising of any business or product for sale.

2.5 Inappropriate Public Comment not protected by the First Amendment whether in the form of text, image, audio, or video on a City social media site/account/page, includes:

- a. Comments expressly advocating direct violence or other illegal activity;

- b. Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;
- c. Comments that expressly encourage or advocate the City to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
- d. Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts;
- e. Comments that contain images or other content that violate the intellectual property or copyrights of someone else, if the owner of that property notifies the City that the property was posted in a comment on the City social media account;
- f. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, or browser;
- g. Comments containing links to any website/social media not controlled by the City; and
- h. Duplicate comments posted repeatedly within a short period of time.

2.6 “Social Media” means an interactive tool that allows the integration of scalable technology, content sharing and social interaction through the Internet. Social media includes, without limitation, social networking sites and services such as Facebook, X, Instagram and LinkedIn, RSS (Rich Site Summary/Really Simple Syndication) feeds, blogs, electronic forums (e.g., chatrooms), wikis and media-sharing tools such as YouTube.

### 3. GENERAL POLICIES

#### 3.1 Administration of the City’s Social Media Sites/Accounts/Pages and Internet Presence

- a. The City’s official website ([www.murfreesborotn.gov](http://www.murfreesborotn.gov)) is and shall remain the City’s primary and predominant Internet presence. An Executive Director or Department Director shall notify the Communications Director (or their designee) of Authorized Users to be added or removed as administration users/publishers of the website and/or social media sites/accounts/pages. When a person terminates employment with the City, the Communications Director (or their designee) should be notified, and administrative privileges revoked no later than the last day of employment.
- b. The Communications Director (or their designee) is responsible for assuring that the City’s official Internet presence via the City’s website(s) and various social media comply with the City’s Social Media Use and Internet Posting Policy and these Guidelines. Any website and social media account/site/page representing that it is an official site or communication of the City must be created pursuant to the City’s Social Media Use and Internet Posting Policy and must comply with these Guidelines. Before the creation of any such account/site/page, an Executive Director or Department Director (or their designee) must first complete for approval

- to the Communications Director (or their designee) a Social Media Request Form (Form 6013B). Any website and social media account/site/page representing the City found not to have been approved by the Communications Director (or their designee) will notify the responsible Executive Director or Department Head (or if it is unclear which director is responsible for the account, then the account itself). They will be given 30 days to bring the account into compliance and/or complete and submit for approval the Social Media Request Form (Form 6013B). If they have not done so within 30 days, the City will take steps to deactivate/delete the account, including where applicable by contacting the Social Media site/account/page or service, by submitting a Digital Millennium Copyright Act takedown for misuse of the City's intellectual property.
- c. The Communications Department shall be responsible for creating or otherwise establishing all social media sites/accounts/ pages and websites that have been approved in accordance with (3.1)(b) of these Guidelines. The Communications Department shall have administrative privileges with respect to all City and department-specific social media tools and websites and shall maintain a record of all such approved sites and social media tools. All approved social media sites/accounts/pages will be listed on the City's official website social media page. No department may utilize a social media site/account/page unless the Communications Department has administrative privileges with respect to the site. The Communications Department shall have the authority to edit or remove content from any social media site/account/page or website as directed by the City Manager, Executive Director, or Department Director or their respective designees to the fullest extent feasible on any given social media tool or website.
  - d. The Communications Department shall be responsible for training City employees on the appropriate use of social media tools and websites.
  - e. An Executive Director or Department Director whose division or department maintains an authorized social media site/account/page or other internet presence is responsible for assuring that any such presence complies with the City's Social Media Use and Internet Posting Policy and these Guidelines. Divisions or Departments shall also develop protocols for the review and approval of content prior to its posting on the City's official website or social media site/account/page. Such protocols should be appropriate to the department's structure and needs. City departments should seek guidance from the City's Information Technology and Communication Department with respect to the use and maintenance of any such site. Questions and concerns regarding compliance with the City's Social Media Use and Internet Posting Policy and these Guidelines should be directed to the City Legal Department.
  - f. All City officials and employees are responsible for ensuring that their online activities comply with the City's Social Media Use and Internet Posting Policy, these Guidelines, and any other applicable Federal, State and City law, ordinance, regulation and policy.

### 3.2 Social Media Sites/Accounts/ Pages

- a. Before any City or department-specific social media site/account/page is created, the Executive Director or Department Director (or their designee) must submit a Social Media Request Form (Form 6013 B) to be reviewed by the Communications Director (or their designee). To help determine the need for the request, content for the proposed account may be submitted for a three-month period to be posted on an existing City account may be submitted for a three-month period to be posted on an City account to measure engagement for consideration for approval. After the trial period the Communications Director (or their designee) will determine whether to approve the request. If approved, the social media site/account/page will be listed on the City's official website social media page and connected to the City social media archive system.
- b. An Executive Director or Departmental Director must submit any changes to the type of information to be communicated via the social media site/account/page or the Authorized User within the department who are responsible for the content and upkeep of the site to the Communications Director (or their designee). When an Authorized User terminates employment with the City, the Communications Director (or their designee) should be notified and administrative privileges revoked no later than the last day of employment.
- c. No social media site/account/page or other Internet presence shall be approved that does not allow the Communications Director (or their designee) to edit or remove content immediately from the site as directed by the City Manager, Executive Director, Department Director, or respective designees.
- d. If a social media site/account/page becomes misused, underused, or inactive the site/account/page may be closed by the Communications Director (or their designee) and content included on another City site/account/page.
- e. Social media accounts should be consistent with the overall City brand. Home pages for accounts shall display the City or Department logo.
- f. No Authorized User and City site/account/page shall post in a manner that can't be archived.
- g. Only Authorized Users can post content on City sites.
- h. Social media tools are to be used as ancillary means of communicating information via the Internet in conjunction with the City's official website. Accordingly, social media tools should be used primarily for:
  - 1. Disseminating time-sensitive information as quickly as possible (e.g., emergency notifications); and
  - 2. Posting City-related marketing and promotional information to the widest possible audience.
- i. Emergency notifications and other time-sensitive notifications (such as event cancellations or time/location changes) shall be posted as soon as possible on all appropriate social media sites/accounts/pages, the City's official website, CityTV and any relevant department-specific website. Other content posted to a City social media site/account/page shall

contemporaneously be posted on the City's official website, whenever such additional posting is technically feasible and warranted under the circumstances.

- j. Wherever possible and appropriate, content posted to a City or departmental social media site/account/page should contain links directing users to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City.
- k. All City social media site/accounts/pages shall clearly state that they are maintained by the City of Murfreesboro and that they are governed by the City's Social Media Use and Internet Posting Policy and Social Media and Website Guidelines.
- l. All social media sites/accounts/pages shall clearly and conspicuously state that the purpose of the site/account/page is to facilitate communication between the City and public and that all postings and commenting are subject to review and deletion by the City pursuant to the City's Social Media Use and Internet Posting Policy and as necessary to ensure compliance with any applicable law. In addition, all social media sites/accounts/pages shall set forth or provide a hyperlink to the City's "Posting and Commenting Terms of Use." (See Posting and Commenting Terms of Use Template in section (4) of these Guidelines.)
- m. The City Manager, Executive Directors, or Department Directors shall identify those employees authorized to use social media on behalf of the department ("Authorized Users"), and shall ensure that each Authorized User has signed the social media and website acknowledgment policy form (Form 6013A) and is trained by the Communications Department to use social media appropriately and effectively to achieve the department's goal. Only authorized and trained employees shall engage in social media activities on the City's and/or department's behalf. The City Manager, Executive Directors, or Department Directors shall submit to the Communications Director (or their designee) a list of Authorized Users, including log in credentials, for every social media site/account/page maintained by the department.
- n. Authorized Users may:
  - 1. Maintain and update a City or department social media site/account/page;
  - 2. Post content to a social media site/account/page on behalf of the City or department;
  - 3. Monitor and review comments and content posted by the public on the City's or department's social media sites/accounts/pages;
  - 4. Use social media advertising as a strategy and objective if budget permits; and
  - 5. After consultation with the Communications Director (or their designee), remove comments (including comments posted by City officials and employees acting as members of the public) in accordance with section (2.5) of these Guidelines.

### 3.3 Record Retention

- a. Content posted on City website and social media sites/accounts/pages may be subject to the provisions of Tennessee's Public Records Act, Tenn. Code Ann. §§ 10-7-501 et seq. Any content maintained in a social media format related to City business, including a list of subscribers and posted communications and comments, may constitute a public record.

- b. The department maintaining the social media site/account/page will ensure it is connected to the City's social media archive system. The Communications Director (or their designee) will assist in responding completely and accurately to any public records request for public records on social media through the social media archive system.
- c. Tennessee state law and applicable City records retention schedules may apply to some or all social media content. If the City social media archive system is technically unable to archive content posted on a certain social media site/account/page, to the extent legally required and technologically and economically feasible, content posted on behalf of the City or a department by an Authorized User, shall be maintained in an accessible format independent of the social media site/account/page so that it can be produced in response to a public records request. All City and departmental social media sites/accounts/pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

### 3.4 Posting Policy

- a. All posted content must relate to City business and specifically relate to the responsibilities of the official or employee making the post.
- b. Officials and employees shall ensure that no posted content violates an individual's privacy rights or discloses information considered confidential under state or federal law. (See section (b)(3) of these Guidelines.) All content must comply with City policy governing external communications.
- c. Officials and employees shall not post any Inappropriate Content (as defined in section (b)(4) of these Guidelines) to any City or department-specific website or social media site/account/page. Notwithstanding these general prohibitions, officials and employees may post content that directly or indirectly endorses any person, product, service or organization not directly associated with the city, where such endorsement has been approved in writing by the City Manager.
- d. Officials and employees shall not post any content related to legal matters, litigation, or any parties with whom the City is or may reasonably be in litigation, unless authorized in writing by both the City Manager and the City Attorney.
- e. Officials and employees shall comply with all state, federal, and international laws governing intellectual property and online activities.
  - 1. Officials and employees shall refrain from posting copyrighted and other material, including photos and content obtained from non-City Internet sites, unless the City, official, or employee has the legal right to publish the material. Before posting any copyrighted material (e.g., text, photograph, music, video, graphics), officials and employees shall first confirm with the Legal Department whether or not the City has preexisting license to publish the material. If the City is not licensed to publish the material, an official or employee shall not post the copyrighted material without first obtaining written permission to publish the material from the copyright holder or written confirmation that the material may be published without the payment of royalties.

2. Even when posting content that is in the public domain (i.e., material not protected by copyright or patent), officials and employees shall always include accurate attribution of the content's source in their post. ALL EMPLOYEES SHOULD BE ALERT TO THE FACT THAT MERELY BECAUSE INFORMATION AND OTHER CONTENT MAY BE FREELY AVAILABLE ON THE INTERNET, THIS DOES NOT MEAN THAT THE MATERIAL IS FREE FROM COPYRIGHT OR PATENT PROTECTION.
- f. Posting of content in violation of the City's Social Media Use and Internet Posting Policy and these Guidelines may subject the individual posting the content to disciplinary action by the City as well as civil and/or criminal penalties under federal and/or state law.

### 3.5 Policy Regarding Monitoring of Content and Comments

- a. The City reserves the right to restrict or remove any content that is posted on a City or department-specific website or social media site/account/page that is deemed in violation of the City's Social Media Use and Internet Posting Policy, these Guidelines as defined in section (2.4) Inappropriate Content by an Authorized User, or any applicable law.
- b. Inappropriate Public Comments as defined in section (2.5) of these Guidelines are prohibited and shall be immediately removed by any Authorized User for the site in consultation with the Communications Director (or their designee) in accordance with subsection (c) below. Language filters should remain in the social media default setting with no additional words added.
- c. Any public comments that clearly violate any applicable law or the City's Social Media Use and Internet Posting Policy should be removed by an Authorized User after consultation with the Communications Director (or their designee) as soon as such public comment is identified. If an Authorized User or the Communications Director (or their designee) has any doubt as to whether a posted public comment violates an applicable law or the City's Social Media Use and Internet Posting Policy, the Authorized User shall consult with the Authorized User's Executive Director or (if the User's Executive Director is unavailable) the Authorized User's Department Director, and shall not remove the public comment in question unless the Executive Director or Department Director has approved such removal. If an Executive Director or Department Director has any doubt as to whether removal of the public comment would constitute illegal censorship in violation of the free speech rights of the person posting the comment, an Executive Director/Department Director shall not remove such content without first seeking guidance from the City's Legal Department.
- d. The following must be posted as a comment on the original post after removing a comment: "The City of Murfreesboro has removed comments violating the City of Murfreesboro Social Media and Internet Posting Policy. A copy of the City's Social Media and Internet Posting Policy, which includes a description of what constitutes Inappropriate Public Comment not protected by the First Amendment, is available at [www.murfreesborotn.gov](http://www.murfreesborotn.gov)."
- e. When a public comment includes an Inappropriate Public Comment as defined per section (2.5) by the same user on three or more occasions within a twelve-month rolling period, an



Authorized User in consultation with the Communications Director (or their designee) may block or ban the offending user from the social media site/account/page where the violations occurred. The Authorized User who blocked/banned the user, will (a) reasonably attempt to notify the user; (b) describe the violation(s) and (c) explain the appeal process.

- f. A user whose comment has been removed or who has been blocked/banned may appeal to the City. To appeal a removal of a comment or being blocked/banned from a site, the user should submit a letter or email to the Communications Department explaining their case for review. If the appeal is successful, the comment may be added back, or the user will be unblocked/unbanned from the social media site/account/page. If the appeal is not successful, the decision stands.

### 3.6 Video Posting Guidelines

- a. The Communications Department shall have exclusive authority to post video to the City's YouTube channel (<http://www.youtube.com/cityofmurfreesboro>).
- b. All video content posted to a City or departmental website or social media site/account/page must conform to the technical standards established by the City's Communications Director (or their designee).
- c. Video content from sources other than CityTV, the City of Murfreesboro, or a third-party pre-approved by the Communications Director may not be embedded on [www.murfreesborotn.gov](http://www.murfreesborotn.gov) pages. Links to external videos are permitted.
- d. Retention of Video Posted on YouTube, Facebook, or on a City or Departmental Website
  1. All original video files must be preserved in accordance with the City's retention policy.
  2. Video clips posted on YouTube should have comments disabled.

## 4. POSTING AND COMMENTING TERMS OF USE TEMPLATE

- 4.1 The posting and commenting terms of use for all City and department social media sites/accounts/pages should be based on the following standard terms of use template:

This is the official *[website, Facebook page, X account]* of [the City of Murfreesboro, TN, or the Murfreesboro (Department Name), a Department of the City of Murfreesboro, Tennessee ]. This *[site/page/group/account]* is intended to serve as a mechanism for communication between the public and the *[City/Department]* *[if appropriate, add list of approved topics; e.g., recreation]*.

Comments posted to this site will be monitored. The City reserves the right to remove postings and comments that violate any applicable laws or the City of Murfreesboro's Social Media Use and Internet Posting Policy, a copy of which is available at [insert hyperlink]. All postings and *[comments/replies/direct messages]* to this *[site/page/group/account]* are public records of the City of Murfreesboro and may be subject to disclosure under Tennessee's Public Records Act, Tenn. Code Ann §§ 10-7-501 et seq.

Neither the City nor the *[Department]* endorses or sponsors any advertising posted by the Social Media host on the Department's site. The Social Media host is a private entity, and the privacy terms established by the entity apply to this site. The City does not guarantee the reliability or accuracy of any third-party link, and the City reserves the right to remove any link or *[comment/reply/conversation]* that is prohibited by or inconsistent with the City's Social Media Use and Internet Posting Policy.

- 4.2 Whenever possible, the posting and commenting terms of use of shall appear on the site's/account's/page's information page (e.g., on Facebook, the account's "About" page). When it is not practicable or technically feasible to post the Posting and Commenting Terms of Use on the site itself, the site/account/page shall contain a link to the site's Posting and Commenting Terms of Use available on the City's official website.

# COUNCIL COMMUNICATION

Meeting Date: 08/14/2025

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**Item Title:** CIP Transfers  
**Department:** Finance  
**Presented by:** Amanda DeRosia, Finance Director

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## Summary

Notification to Council of CIP transfers.

## Background Information

Major capital investments are generally funded by debt. The funds secured are allocated annually with the CIP Budget process. The transfer of CIP funds is something that is necessary under certain circumstances, such as transfer of priorities, unanticipated project delays, etc.

Another circumstance requiring CIP funds transfer is the potential for arbitrage earnings, which result in IRS penalties. Arbitrage earnings result when the City's investment earnings on unexpended funds are greater than the interest that is paid for those funds. The unprecedented rapid rise in interest rates has recently created a risk of arbitrage earnings unless transfer of CIP funds is undertaken. Council has granted the Finance Department authority to transfer funds when necessary to avoid IRS penalties on arbitrage earnings.

The transfers shown in the attached schedule show the proposed transfer of funds between the Bond Fund and the General Fund. The amount of funding for the existing projects listed does not change, only the source of the funds to be expended.

## Council Priorities Served

*Responsible budgeting*

Proper management of borrowed funds is required to maintain the funding's tax status and avoid undue penalties.

## Fiscal Impacts

The transfer of CIP Funds will have no effect on the CIP Funds balance.

## Attachments:

1. CIP Transfers Schedules
2. CIP Funds Transfer Request – 2022 Bond/2025 CIP/General Fund/MED Proceeds

### Funds Available by Loan Before Transfer

August, 2025 Page 1 of 2

Project	2022 Bond Available Funds	2025 CIP Available Funds	MED Available Funds	General Fund Available Funds	TOTAL Available Funds
Totals from Page 2	851,436	829,549	21,887	-	1,702,872
McKnight Park Ball Park Improvements	6,444				6,444
Patterson Park Improvements				6,444	6,444
Playground Deferred Maintenance	27,501				27,501
Recreation Side Mount Bush Hog		156,000			156,000
Walter Hill Renovations	128,499				128,499
<b>Total</b>	<b>1,013,880</b>	<b>985,549</b>	<b>21,887</b>	<b>6,444</b>	<b>2,027,760</b>

### Funds Available by Loan After Reallocation

August, 2025 Page 1 of 2

Project	2022 Bond Available Funds	2025 CIP Available Funds	MED Available Funds	General Fund Available Funds	TOTAL Available Funds
Totals from Page 2	851,436	829,549	21,887	-	1,702,872
McKnight Park Ball Park Improvements				6,444	6,444
Patterson Park Improvements	6,444				6,444
Playground Deferred Maintenance		27,501			27,501
Recreation Side Mount Bush Hog	156,000				156,000
Walter Hill Renovations		128,499			128,499
<b>Total</b>	<b>1,013,880</b>	<b>985,549</b>	<b>21,887</b>	<b>6,444</b>	<b>2,027,760</b>

# **Funds Available by Loan Before Transfer**

August, 2025 Page 2 of 2

<b>Project</b>	<b>2022 Bond Available Funds</b>	<b>2025 CIP Available Funds</b>	<b>MED Available Funds</b>	<b>General Fund Available Funds</b>	<b>TOTAL Available Funds</b>
Broad St & Medical Center Pkwy	829,549				829,549
BridgeAvenue, Kings Highway		4,990			4,990
Burnt Knob, Manson, Blackman		357,501			357,501
Butler Drive		107,684			107,684
Cherry Lane Phase 2		28,702			28,702
Front/Vine Realignment	21,887				21,887
Memorial Blvd Widening			62		62
Old Fort Pkwy 124 to Salem			21,825		21,825
Rutherford Blvd Extension		330,672			330,672
<b>Total</b>	<b>851,436</b>	<b>829,549</b>	<b>21,887</b>	<b>-</b>	<b>1,702,872</b>

# **Funds Available by Loan After Reallocation**

August, 2025 Page 2 of 2

<b>Project</b>	<b>2022 Bond Available Funds</b>	<b>2025 CIP Available Funds</b>	<b>MED Available Funds</b>	<b>General Fund Available Funds</b>	<b>TOTAL Available Funds</b>
Broad St & Medical Center Pkwy		829,549			829,549
BridgeAvenue, Kings Highway	4,990				4,990
Burnt Knob, Manson, Blackman	357,501				357,501
Butler Drive	107,684				107,684
Cherry Lane Phase 2	28,702				28,702
Front/Vine Realignment			21,887		21,887
Memorial Blvd Widening	62				62
Old Fort Pkwy 124 to Salem	21,825				21,825
Rutherford Blvd Extension	330,672				330,672
<b>Total</b>	<b>851,436</b>	<b>829,549</b>	<b>21,887</b>	<b>-</b>	<b>1,702,872</b>



# **CIP Funds Transfer Request**

Page 1 of 2

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2022 Bond/2025 CIP/General Fund/MED Proceeds

Transfer CIP funds from:

Transfer CIP funds to:

Totals from Page 2	(43,774.48)	Totals from Page 2	43,774.48
McKnight Park Ball Park Imprv (2022)	(6,444.00)	Patterson Imprv (2022)	6,444.00
Patterson Imprv (Gen Fund)	(6,444.00)	McKnight Park Ball Park Imprv (Gen Fund)	6,444.00
Walter Hill Park Renov (2022)	(128,498.66)		
Playground Deferred Maintenance (2022)	(27,501.34)	Rec - Side Mount Bush Hog (2022)	156,000.00
		Walter Hill Park Renov (2025)	128,498.66
Rec - Side Mount Bush Hog (2025)	(156,000.00)	Playground Deferred Maintenance (2025)	27,501.34
		Bridge Ave, Kings Hwy (2022)	4,989.66
		Burnt Knob, Manson, Blackman (2022)	357,501.39
		Butler Drive (2022)	107,683.72
		Cherry Lane Phase 2 (2022)	28,702.00
Broad Street, MCP Intersection (2022)	(829,548.80)	Rutherford Blvd Extension (2022)	330,672.03
Bridge Ave, Kings Hwy (2025)	(4,989.66)		
Burnt Knob, Manson, Blackman (2025)	(357,501.39)		
Butler Drive (2025)	(107,683.72)		
Cherry Lane Phase 2 (2025)	(28,702.00)		
Rutherford Blvd Extension (2025)	(330,672.03)	Broad Street, MCP Intersection (2025)	829,548.80
	(2,027,760.08)		2,027,760.08

Explanation: To facilitate spending down the 2022 Bond, it is requested that the above listed projects that are funded with the General Fund, MED Proceeds, and the 2025 CIP be swapped with the same projects in the 2022 Bond.

<i>Vicki J Massey</i>	08/08/25
Reviewed by Finance	Date
Approved <input checked="" type="checkbox"/>	<i>Amanda DeRosa</i>
	Finance Director
Declined <input type="checkbox"/>	08/08/2025
	Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



		Memorial Blvd Widening (2022)	62.44
Front/Vine Realignment (2022)	(21,887.24)	Old Fort Pkwy I24 to Salem (2022)	21,824.80
Memorial Blvd Widening (MED)	(62.44)		
Old Fort Pkwy I24 to Salem (MED)	(21,824.80)	Front/Vine Realignment (MED)	21,887.24
TOTAL PAGE 2	(43,774.48)	TOTAL PAGE 2	43,774.48

# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** 2024 Sanitary Sewer Allocation Report  
**Department:** Water Resources  
**Presented by:** Valerie Smith

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## Summary

Presentation of the 5<sup>th</sup> Annual Sewer Allocation Report covering calendar year 2024.

## Background Information

The Sanitary Sewer Allocation Ordinance enacted on 12/5/2019 requires an annual report of the current sewer system capacity.

The annual report is a summary assessment of a sanitary sewer hydraulic model that breaks the city down into 18 watersheds or basins in which MWRD continuously monitors sewage flow throughout the year. The attached report is broken down into the following sections:

- Executive summary
- Review of the sanitary sewer collection system and treatment plant assets and the effects of rain induced infiltration and inflow (I/I) on both.
- Review of “as-is” condition versus a proposed “to be” condition and the respective impacts on available sewer connections and funding requirements.
- Review of sewer system connection growth trends and development plan approvals, including apartments and areas most highly impacted.
- 2024 sewer assessment takeaways.
- Appendices illustrating service area basin maps, remaining estimated developable acreages, and available connections.

Upgrading the system to convey 13% more sewage will cost an estimated \$50.0M in upgrades; \$27.6M has already been expended in the last two years. \$7.2M of the \$16.7M to be spent at the WRRF is currently committed and approved by Council which leaves \$9.5M remaining upgrades for Wet Weather at the WRRF. These projects are committed and are funded from the Water Resources working capital reserves, or cash-on-hand. The remaining \$33.3M may be funded with a combination of cash reserves and debt service.



## **Council Priorities Served**

### *Expand infrastructure*

Analyzing and reporting sewer allocation promotes and protects public health and safety by properly collecting and treating sanitary sewer and enhances the economy by establishing reasonable, orderly, equitable and effective means to allocate wastewater collection capacity.

### *Improve economic development*

The allocation assists in uniform and balanced future development to serve the needs of the community.

## **Fiscal Impacts**

MWRD's budget supports all fiscal impacts to managing the "as is" or current sanitary sewer collection and treatment system. CIP improvements to transition the system into its future "to be" condition will come to the City Council for approval on a project-by-project basis.

## **Attachments**

2024 Sanitary Sewer Allocation Assessment Report

# Murfreesboro Sanitary Sewer Allocation 2024 Assessment

## 5<sup>th</sup> Annual Report

City Council Workshop

August 12, 2025



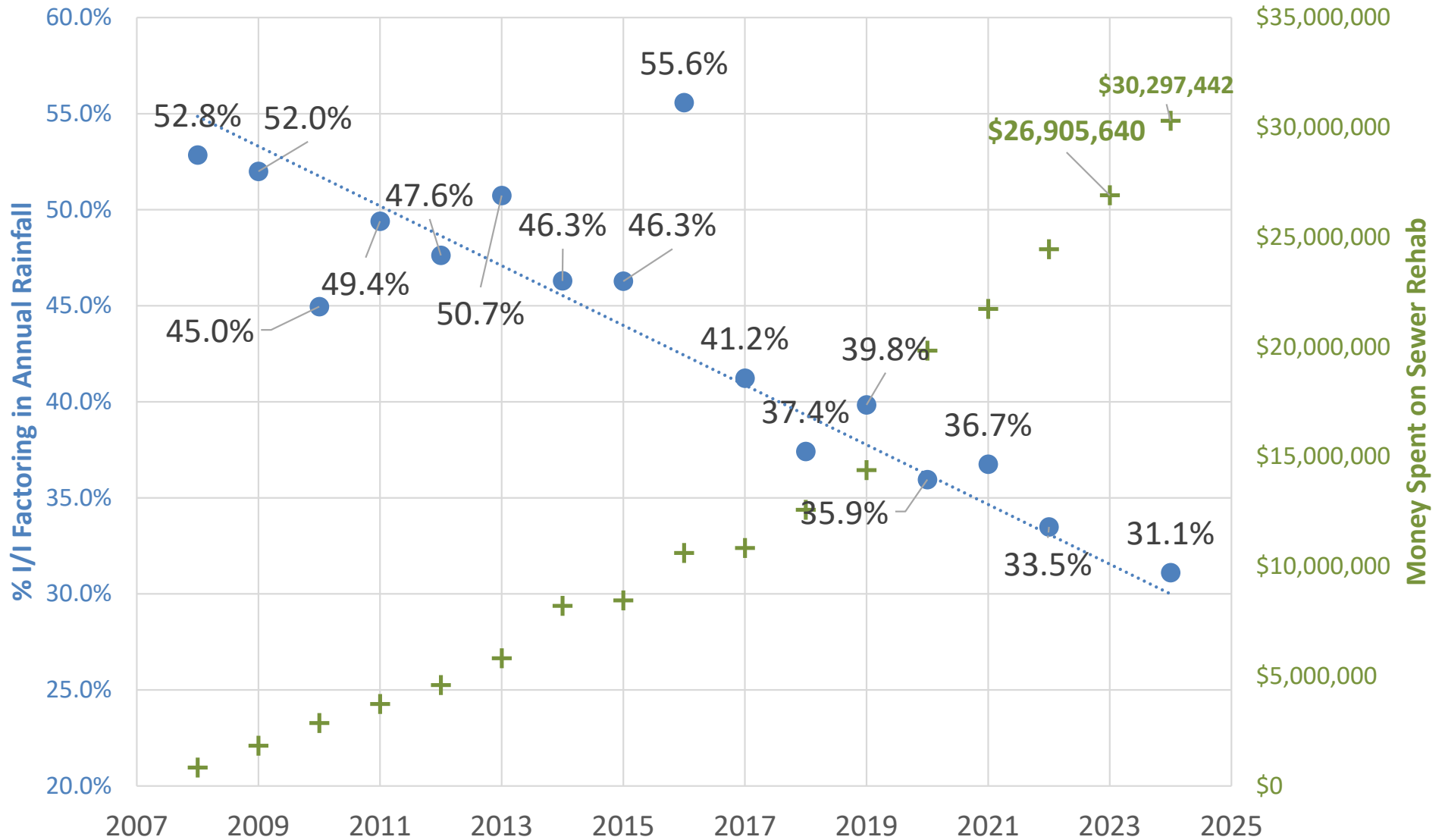


# 2024 Executive Summary of Sanitary Sewer Assessment

- MWRD's sanitary sewer system is in **good shape** "as is". MWRD's sewer rehabilitation program is paying off and affording the City new available connections by reclaiming existing capacity within the system.
- Creating new connections by funding collection system and WRRF plant upgrades is getting more expensive as construction costs rise.
- Only 13 Properties have secured capacity by putting a deposit down to reserve sewer capacity for their projects.
- The WRRF has the ability to handle the hydraulic flows with the increase in connections (given its own upgrades) but will be marginal or unlikely in meeting some discharge permit limits into the WFSR as they are currently permitted.
- There are still areas or "hot spots" where sewer connections will be constricted, and development must coordinate with the Water Resources Dept. for capacity assurance in these areas.
  - A large service area east of Memorial Blvd between Compton Road and DeJarnette Lane is currently being assessed for capacity and is recommended to only allow up to 4 sfu's per acre until additional capacity can be achieved.

# Sewer Rehabilitation Dollars

## Gaining Back Capacity



# Review of the Basics

Sanitary Sewer System Assets and  
Effects of Rain Induced Infiltration & Inflow (I/I)

# Review the Basics – Sewer 101



## The Assets

“inside the fence”



WRRF

“outside the fence”



Pump Stations



Pipes & Manholes

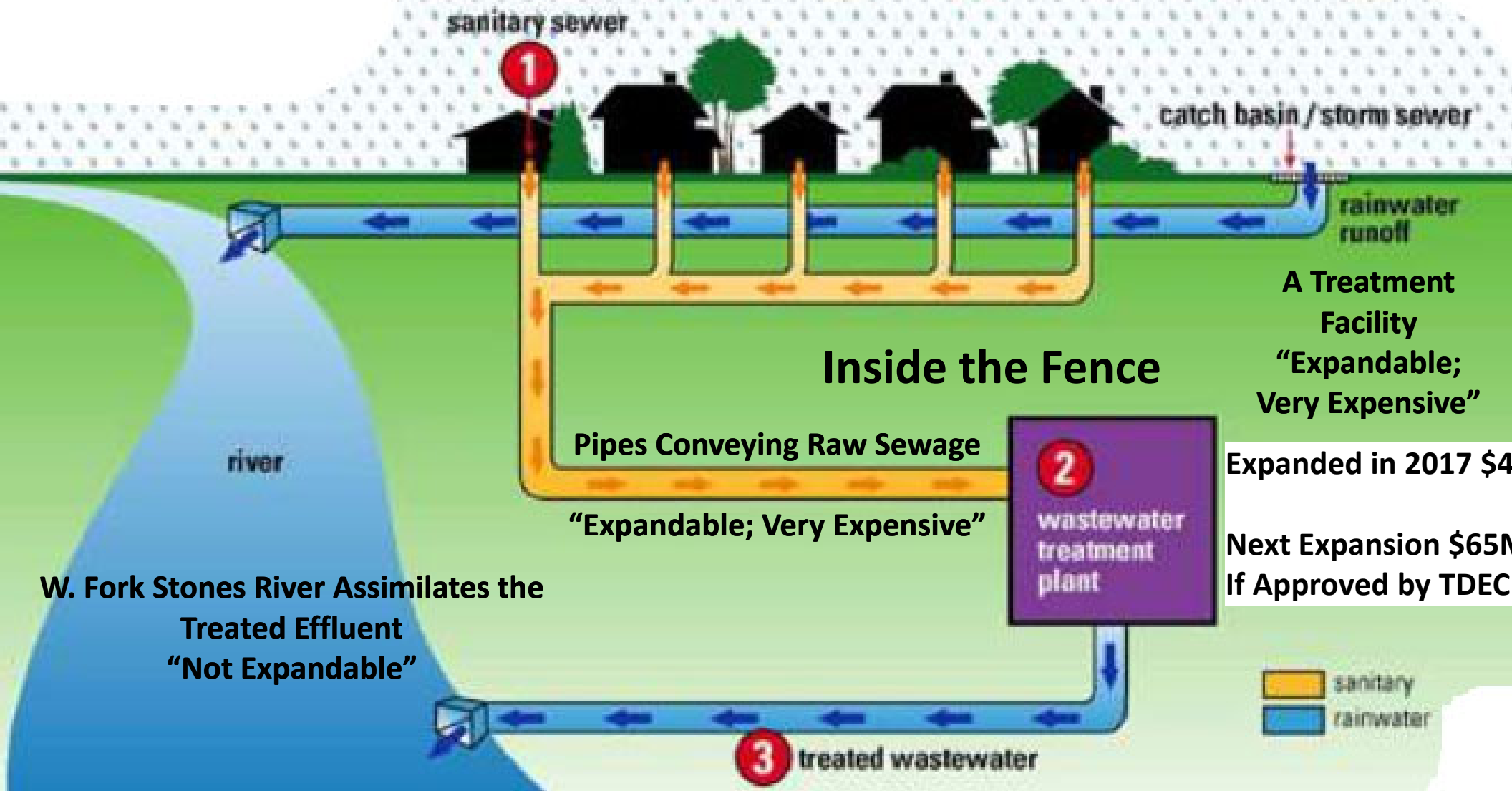
“the bucket”

“the pipes flowing into the bucket”



## Outside the Fence

### Separate Sewer System

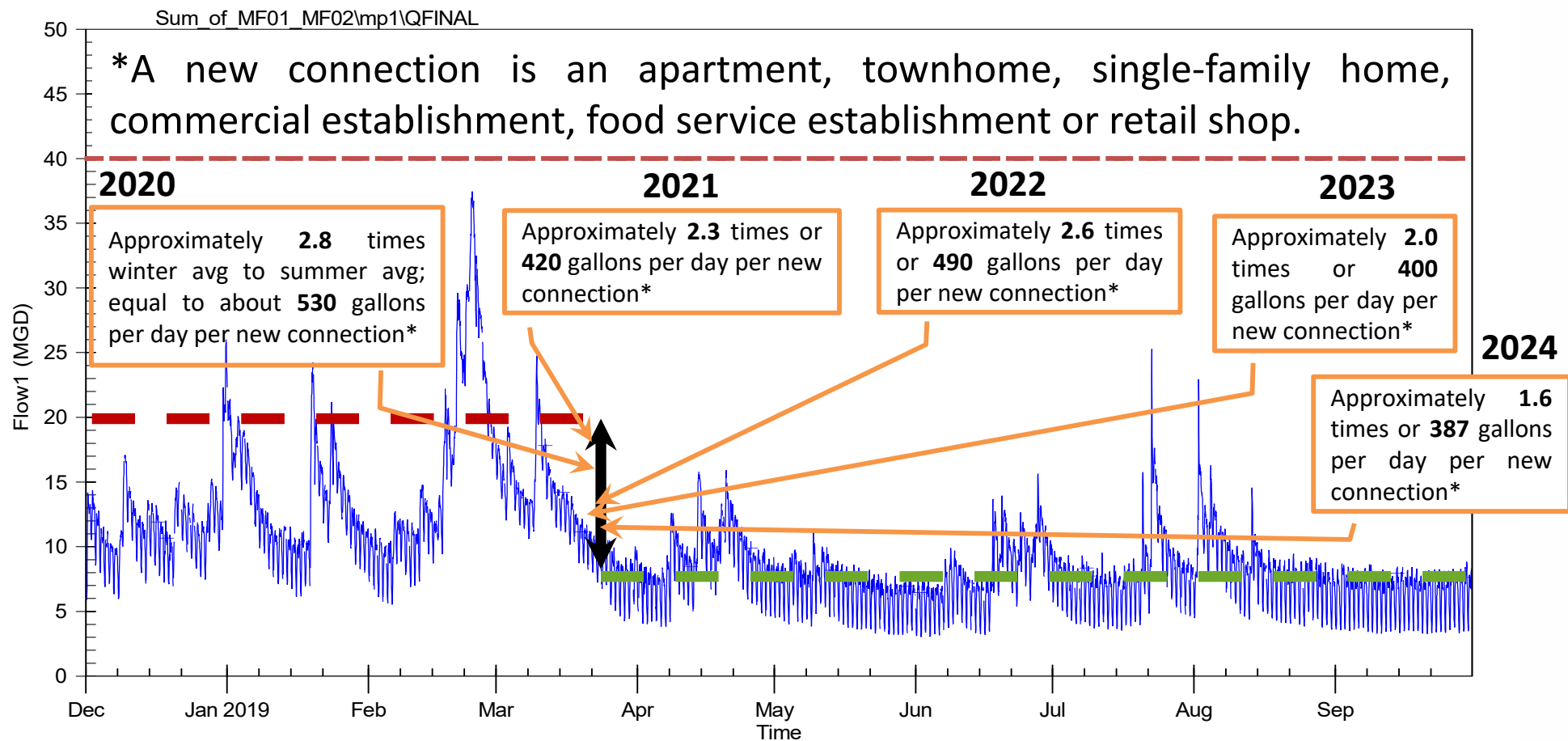




# Modeling Around Wet Weather Loading

ADS Environmental Services

Pipe Height: 0.00



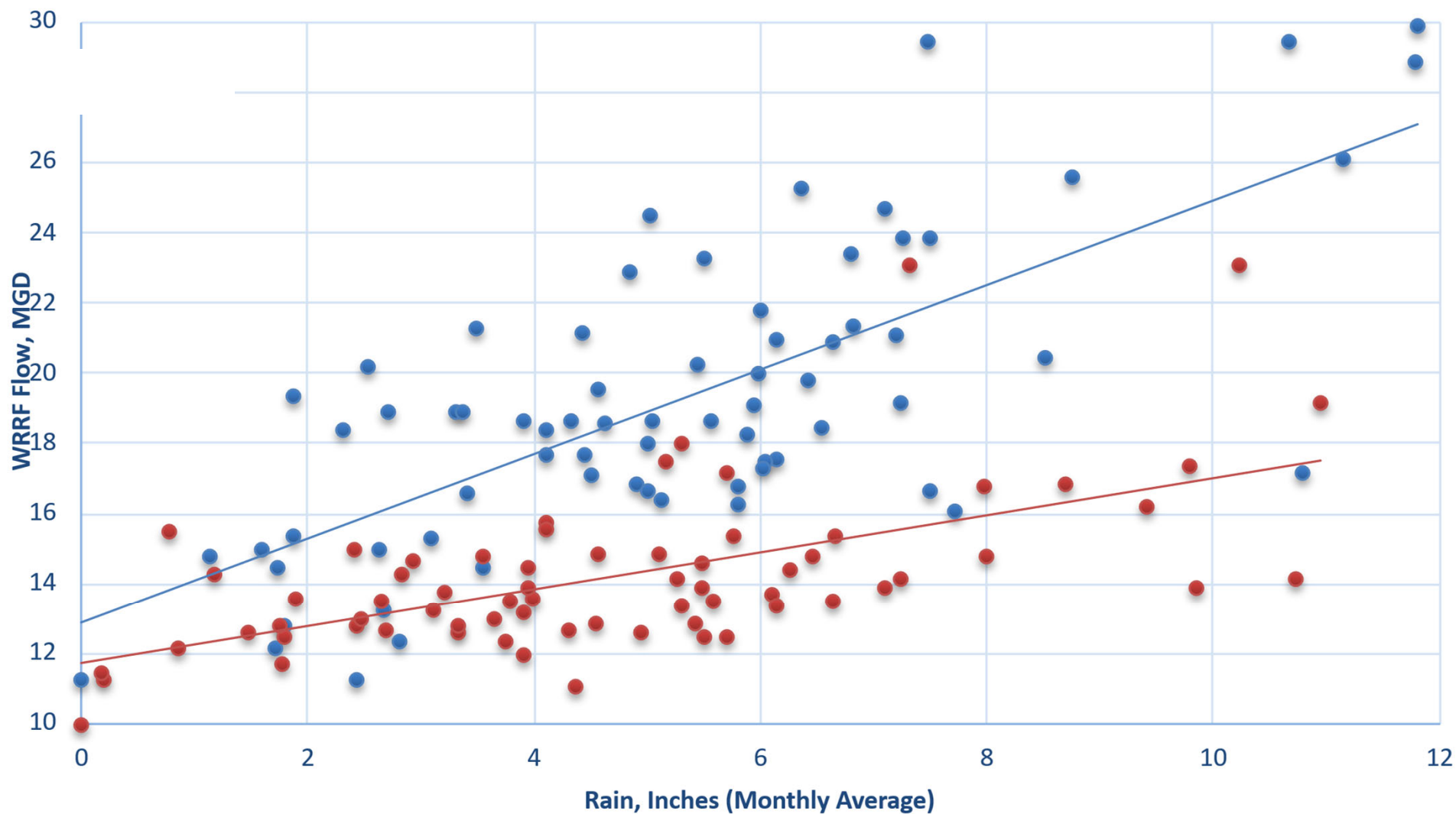
## 80,595 current Sanitary Sewer Connections

- 54,362 Residential or Other Facility Connections, 67%
- 26,233 Apartment Connections, 33%





## Rain affects on WRRF Flow Summer (red) & Winter (blue)

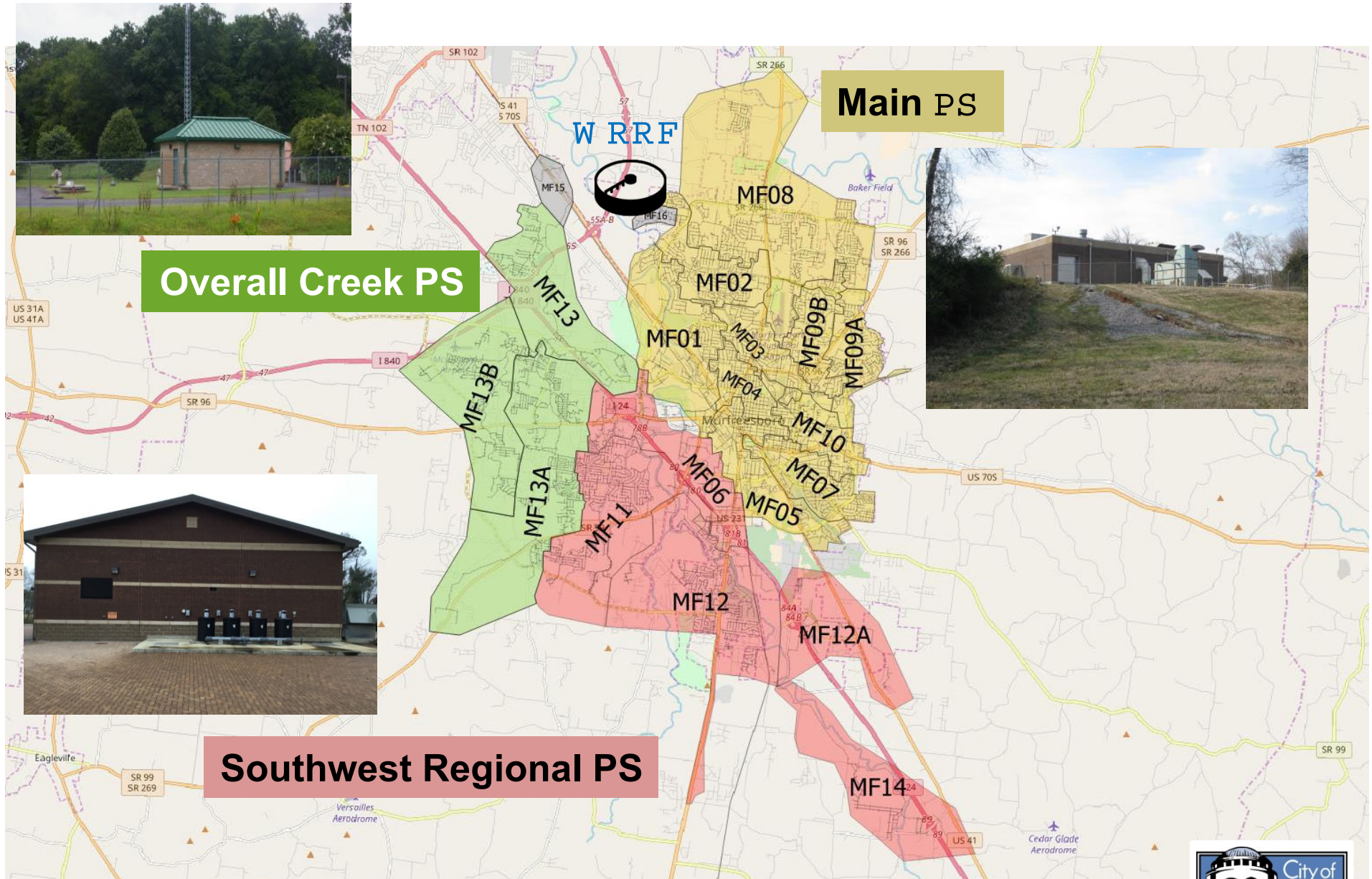


# Review "As-Is" versus "To-Be" Condition

Review of Number of Sewer Connections

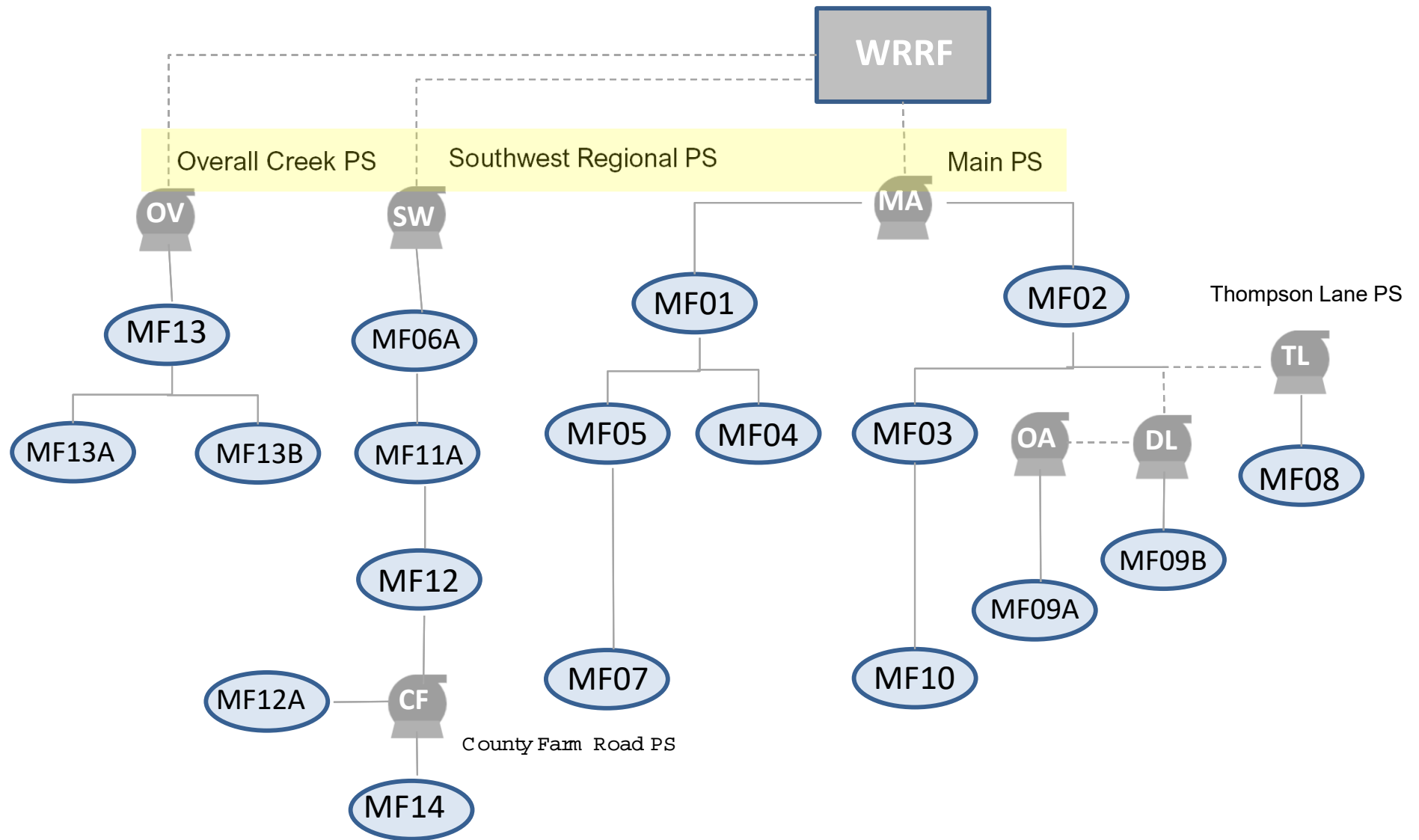
Funding Necessary for Increased Sewer Connections

# Getting to the WRRF – “AS IS” Must go through 1 of 3 Pumping Stations



# “As Is” System Configuration

Must go through 1 of 3 Pump Stations



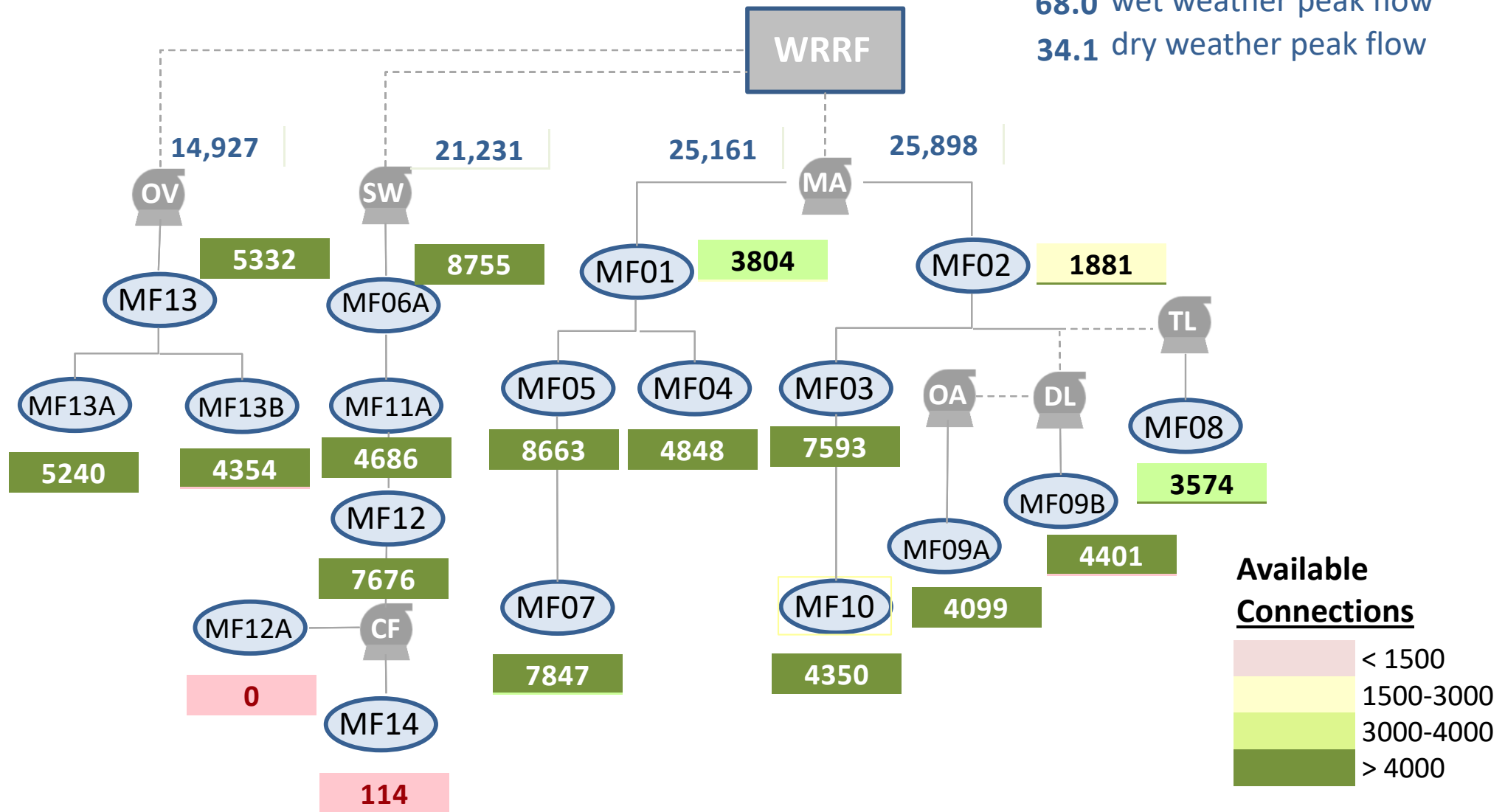
Total "As Is" Available Sewer Connections = 94,882  
 Total Approved Sewer Connections (since 2017) = 7,666  
 Total Remaining "As Is" Sewer Connections = 87,216

## "As Is" Model

Current Million Gallons Per Day

68.0 wet weather peak flow

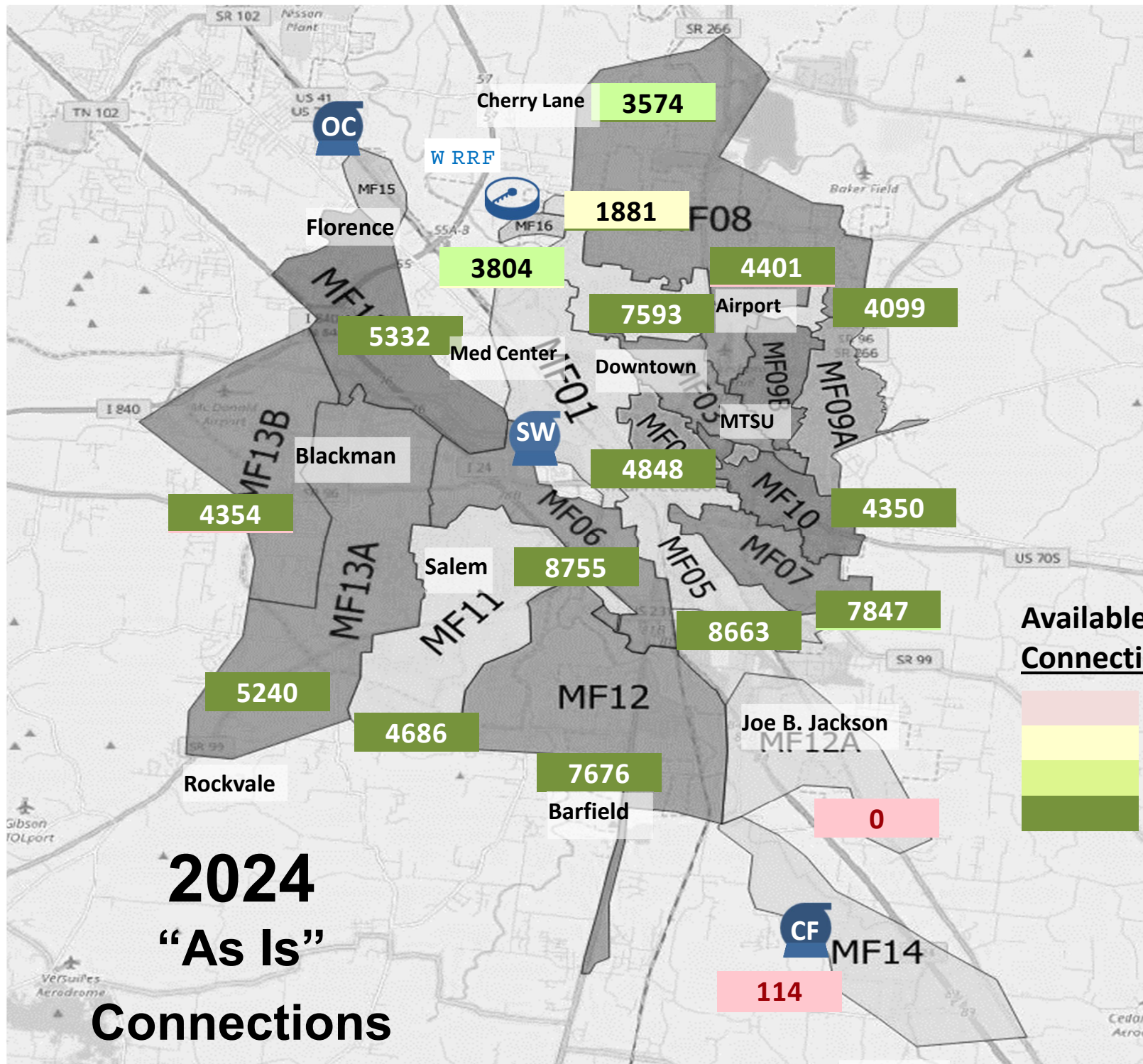
34.1 dry weather peak flow



Collection System Rule – we can take upstream capacity and give it to a downstream basin, but not vice versa





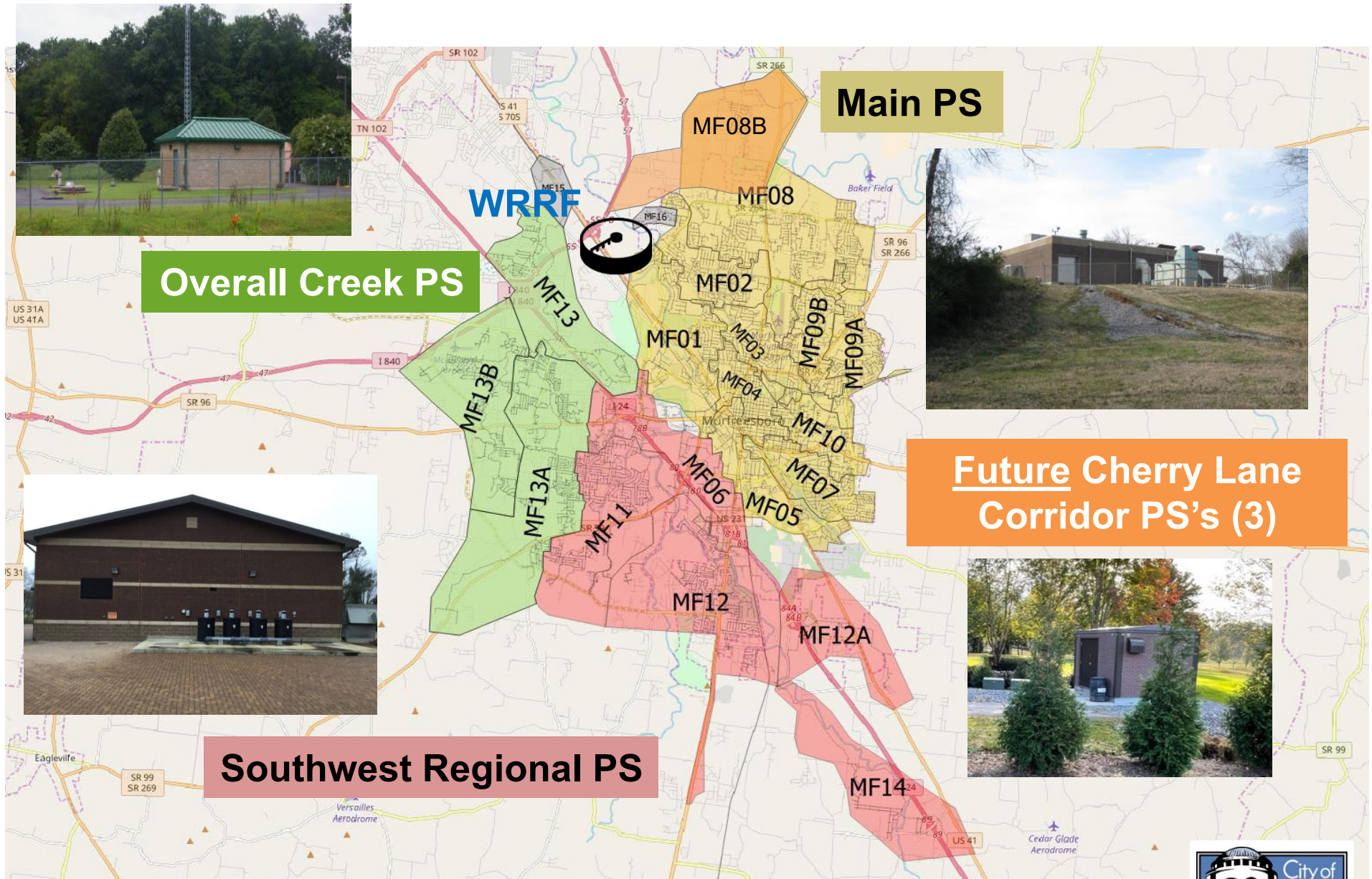


# 2024 “As Is” Connections

## Buchanan

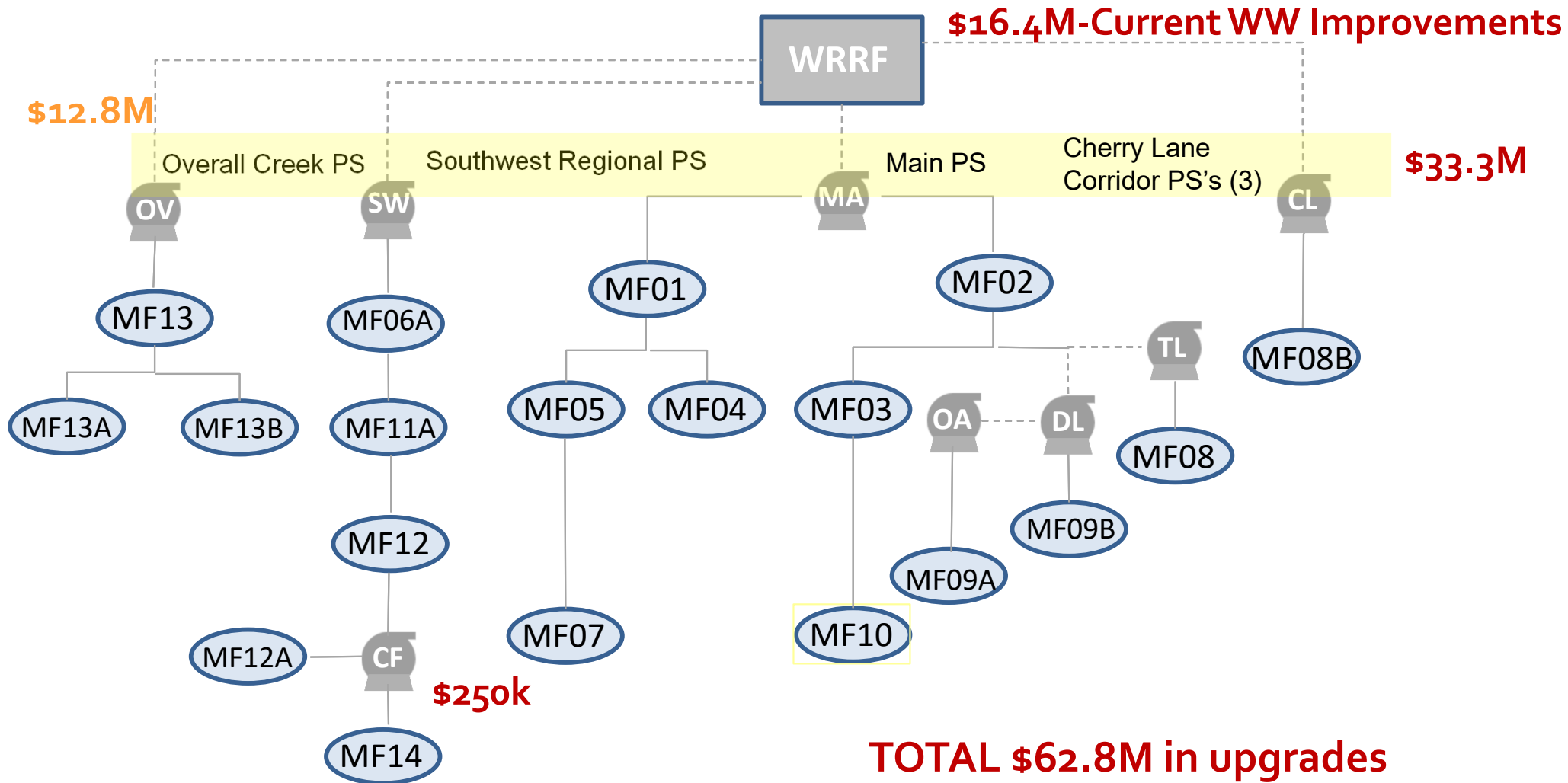


# Getting to the WRRF – “TO BE” Must go through 1 of 6 Pumping Stations



# “To Be” System Configuration

Must go through 1 of 6 Pump Stations



**\$12.8M spent**

**\$50M future expense**



# “To Be ” Model

Total “To Be” Available Sewer Connections w/ Upgrades = **105,928**

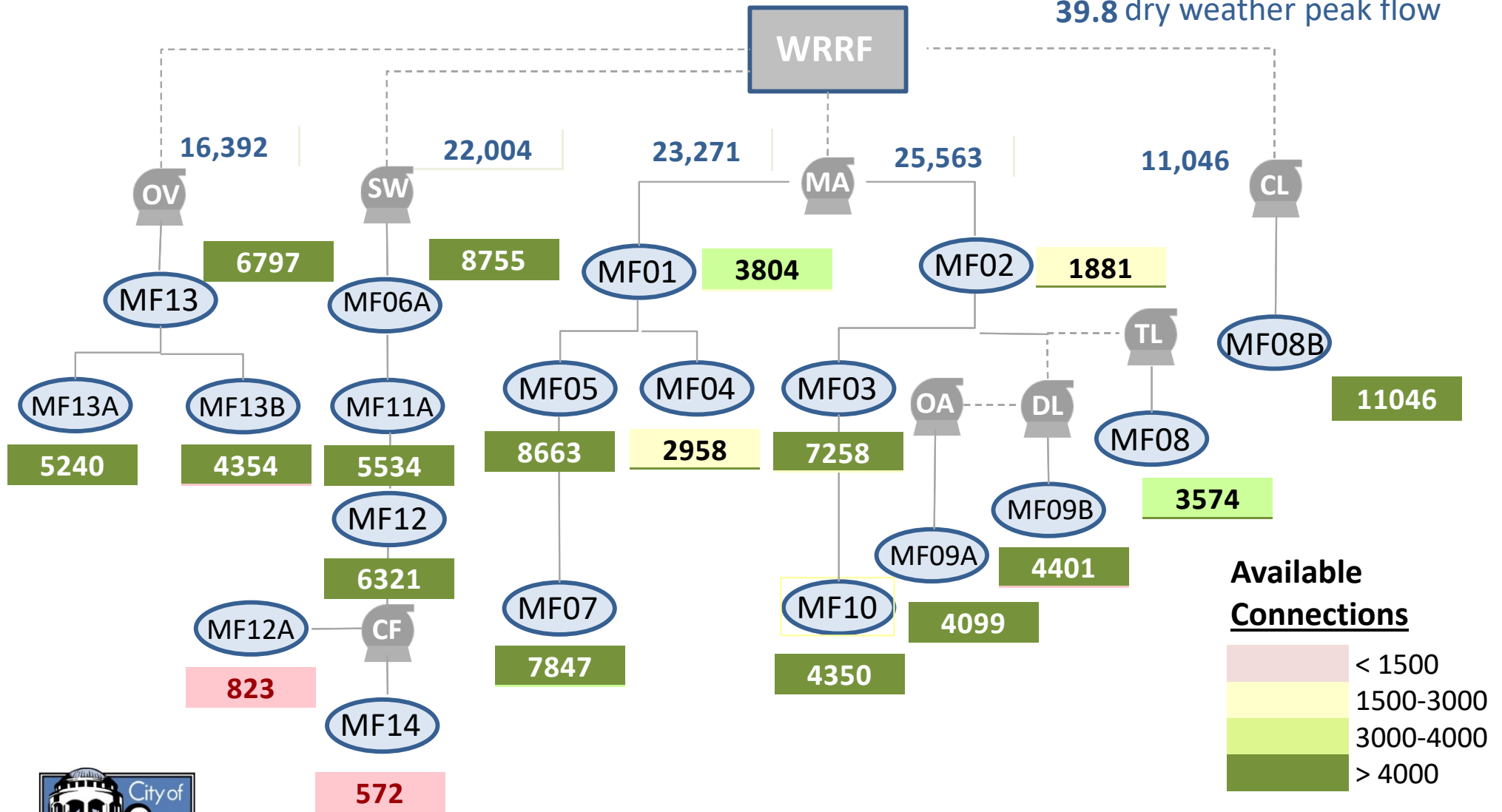
Total Approved Sewer Connections (since 2017) = **7,666**

Total Remaining “To Be” Sewer Connections w/ Upgrades= **98,275**

“To Be” Million Gallons Per Day

**72.3** wet weather peak flow

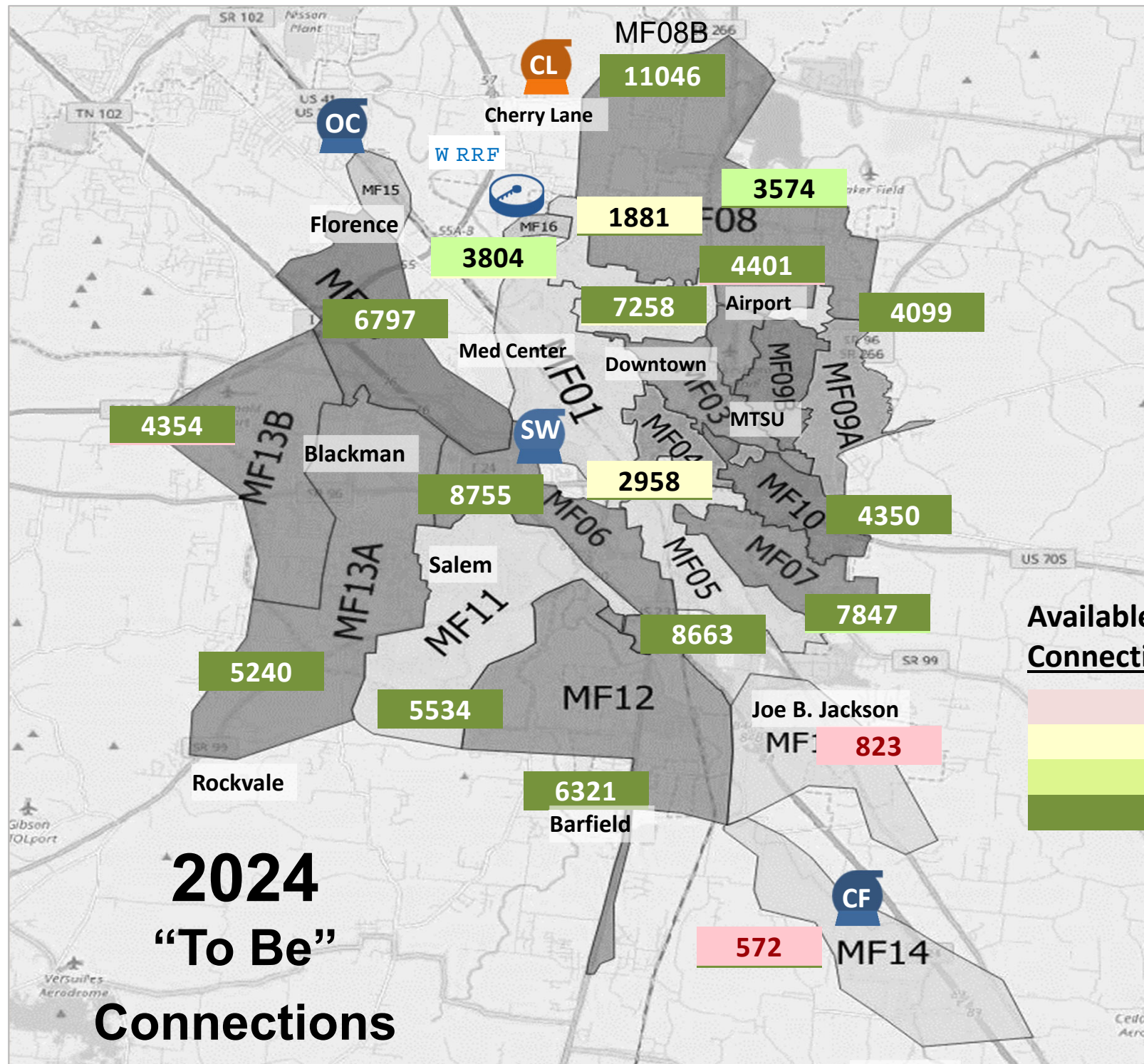
**39.8** dry weather peak flow



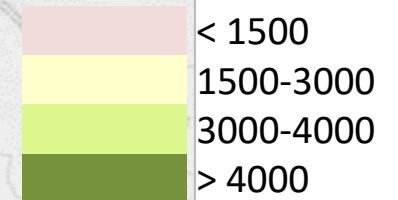
Available Connections	
	< 1500
	1500-3000
	3000-4000
	> 4000

**“To Be” adds 11,059 connections, 13% increase**

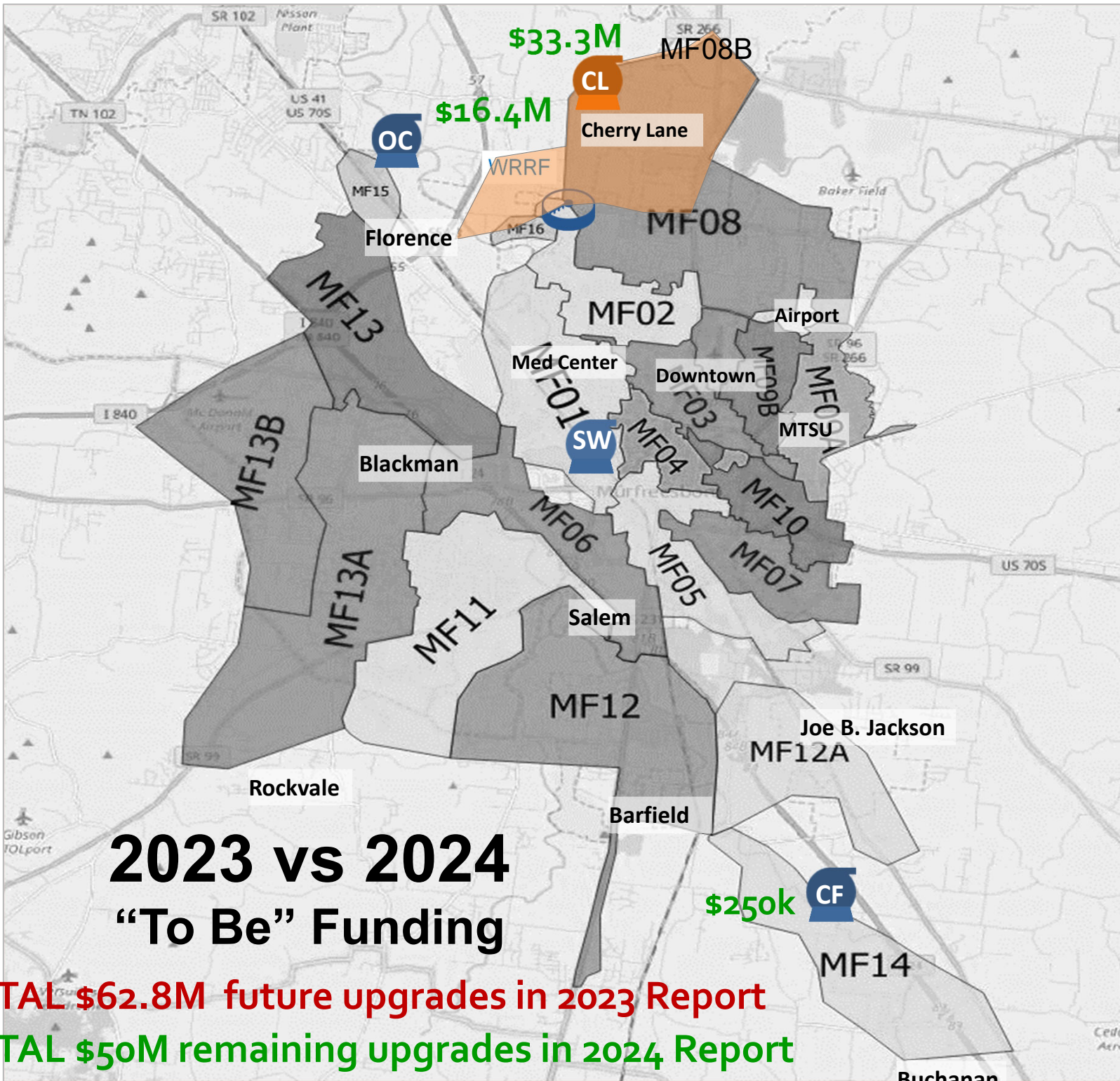




### Available Connections

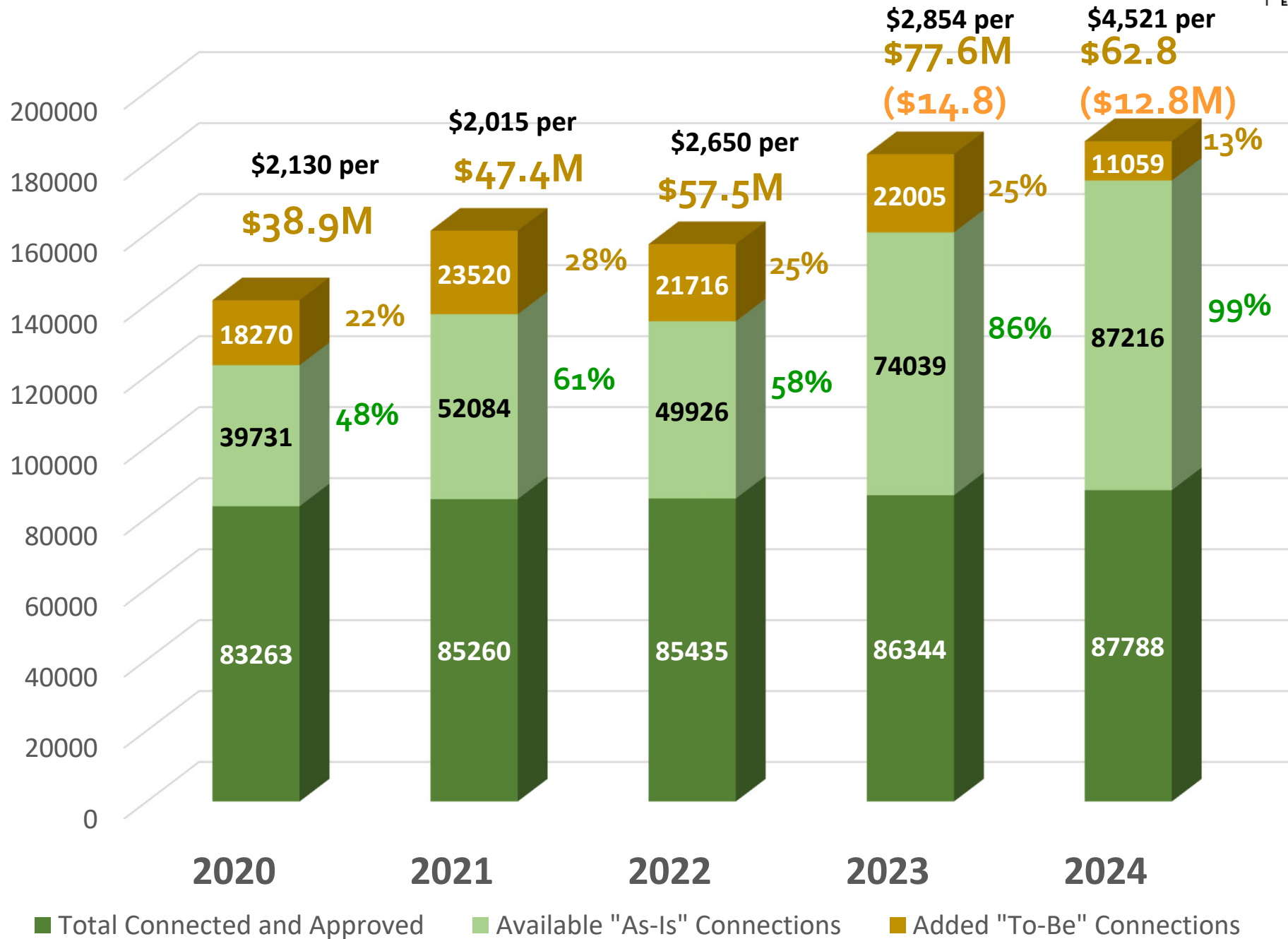






**TOTAL \$62.8M future upgrades in 2023 Report**  
**TOTAL \$50M remaining upgrades in 2024 Report**

# Current/Approved and Available Future Sewer Connections

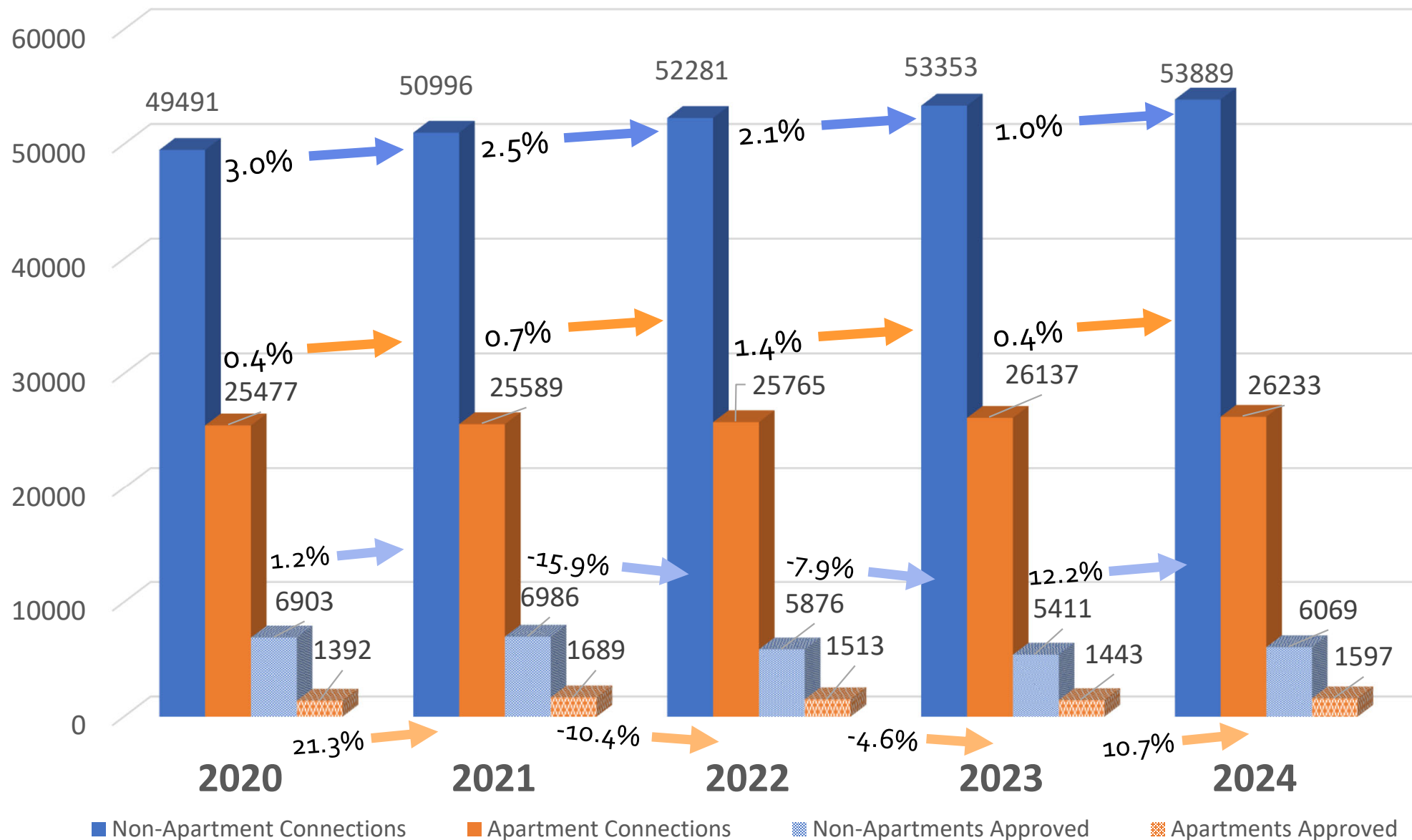


# Review of Sewer Connection Growth and Plan Approvals

Apartment Growth and Approvals

Areas of Highest Plan Approval

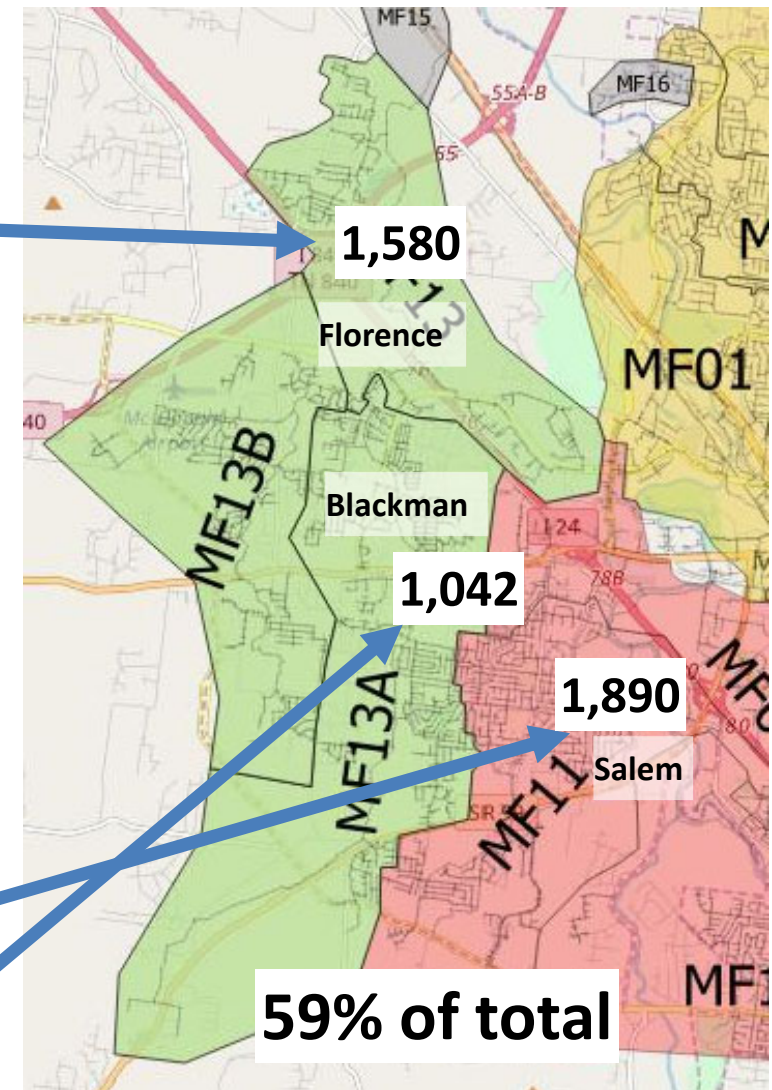
# Current and Approved Sewer Connections





# Total Approved Sewer Connections

	Site Plans	Prelim Plats	Apt Commit	TOTAL
1	217	0	0	217
2	69	47	0	116
13	550	480	550	1580
6	127	5	0	132
3	11	15	0	26
4	43	2	0	45
5	93	7	0	100
7	56	2	0	58
8	278	259	0	537
9A	47	6	0	53
9B	0	0	0	0
12A	433	112	313	858
100V	0	0	0	0
10	13	0	0	13
11	613	543	734	1890
12	230	118	0	348
13A	395	647	0	1042
13B	458	79	0	537
14	8	106	0	114
Subtotal	3641	2428	1597	7666
	47%	32%	21%	





## 2024 Sewer Assessment Takeaways

- The Cherry Lane corridor will entail 3 new Sewer Pump Stations between SR840 and Memorial Blvd.
- Wet weather capacity upgrades at the WRRF are critical to handle the proposed pump station upgrades feeding to it. These upgrades were bid in the 3rd quarter of 2024 and are anticipated to be complete in May 2026.
- The County Farm P.S. is slated for upgrades including a generator in 2026.
- Staff is continuing to work with TDEC to expand the WRRF's NPDES permit limits.
- Sewer Capacity Hot Spots:
  - Memorial Blvd. N. of Sportscom
  - East Main St. E. of Middle TN Blvd
  - Cason Lane NE end at Hwy 96
  - S. Church St. around Joe B. Jackson





# Questions

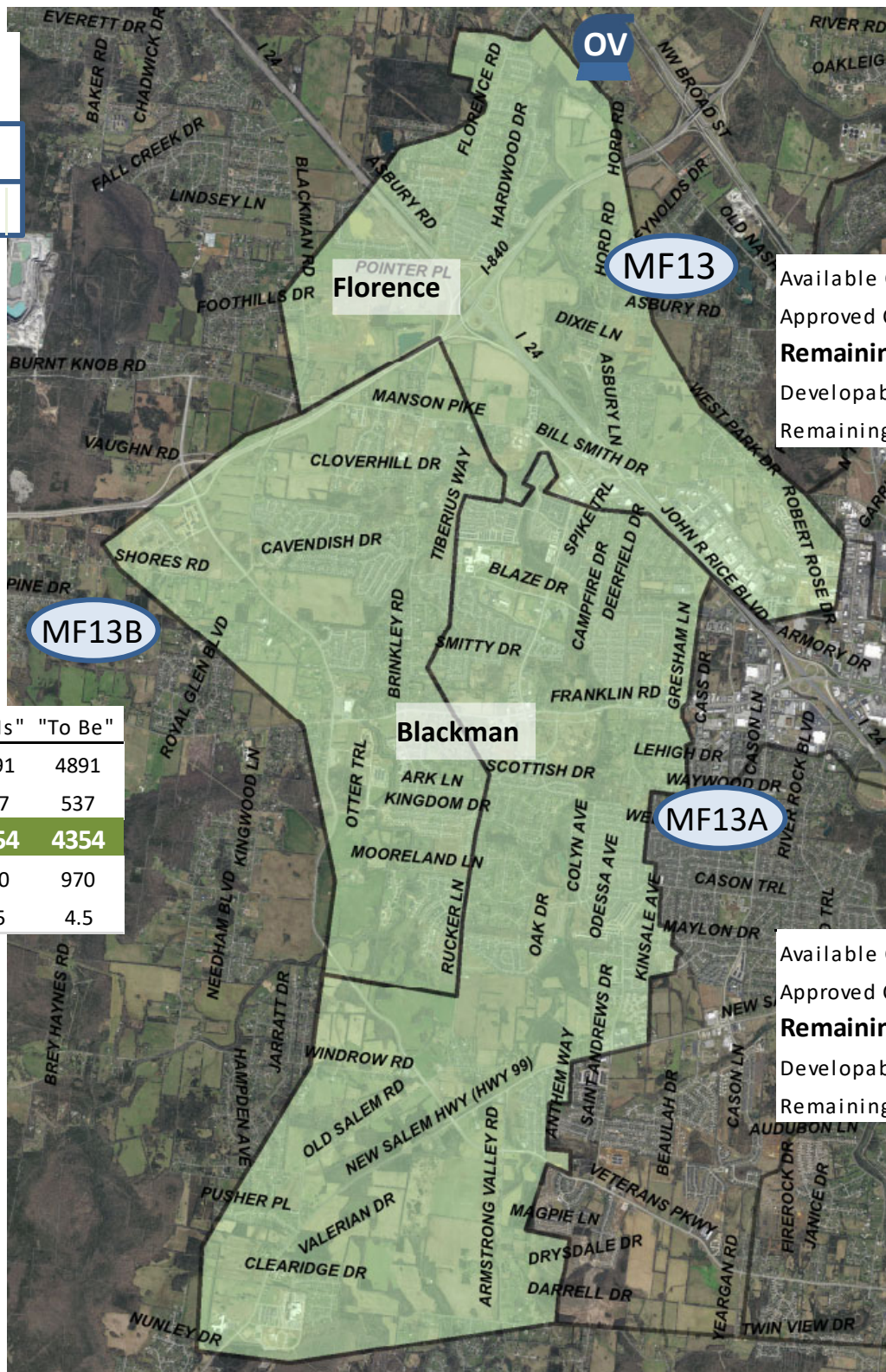
# Appendices

Service Area Basin Maps and Connections

	Acreage	TOTAL Connections
"AS IS"	4,701	14,927
"TO BE"	4,701	16,392

	< 1500
	1500-3000
	3000-4000
	> 4000

	"As-Is"	"To Be"
Available Connections	4891	4891
Approved Connections	537	537
<b>Remaining Connections</b>	<b>4354</b>	<b>4354</b>
Developable Acreage	970	970
Remaining Uniform Density	4.5	4.5



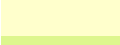




	"As-Is"	"To Be"
Available Connections	6912	8377
Approved Connections	1580	1580
<b>Remaining Connections</b>	<b>5332</b>	<b>6797</b>
Developable Acreage	1192	1192
Remaining Uniform Density	4.5	5.7

	"As-Is"	"To Be"
Available Connections	6282	6282
Approved Connections	1042	1042
<b>Remaining Connections</b>	<b>5240</b>	<b>5240</b>
Developable Acreage	2539	2539
Remaining Uniform Density	2.1	2.1



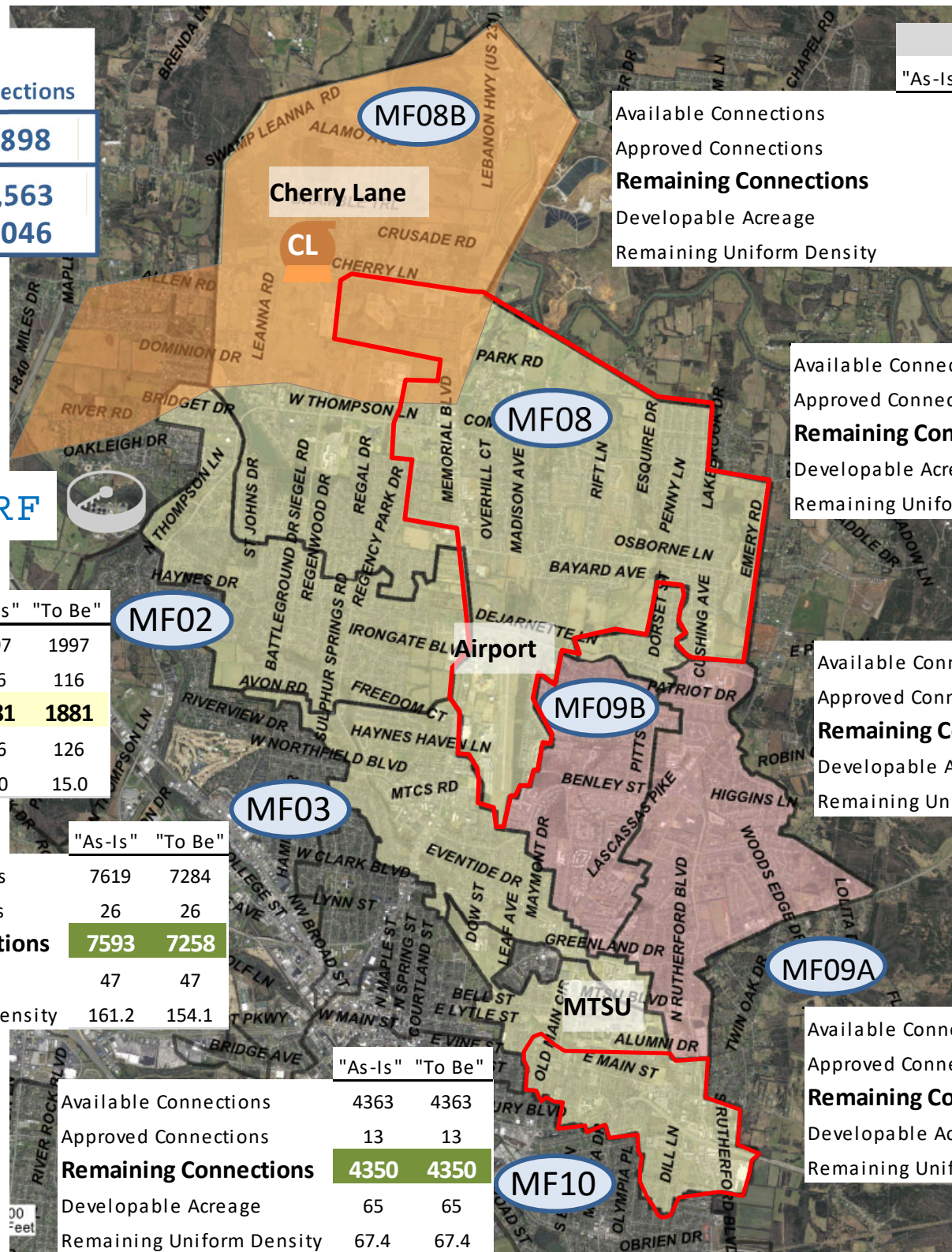
	TOTAL	
	Acreage	Connections
"AS IS"	2,462	25,898
"TO BE"	2,462	25,563
	1,619	11,046

	Consult with MWRD
	< 1500
	1500-3000
	3000-4000
	> 4000

W RRF

	"As-Is"	"To Be"
Available Connections	1997	1997
Approved Connections	116	116
<b>Remaining Connections</b>	<b>1881</b>	<b>1881</b>
Developable Acreage	126	126
Remaining Uniform Density	15.0	15.0

	"As-Is"	"To Be"
Available Connections	7619	7284
Approved Connections	26	26
<b>Remaining Connections</b>	<b>7593</b>	<b>7258</b>
Developable Acreage	47	47
Remaining Uniform Density	161.2	154.1



	8B
"As-Is"	"To Be"
Available Connections	11046
Approved Connections	0
<b>Remaining Connections</b>	<b>11046</b>
Developable Acreage	1619
Remaining Uniform Density	6.8

	"As-Is"	"To Be"
Available Connections	4111	4111
Approved Connections	537	537
<b>Remaining Connections</b>	<b>3574</b>	<b>3574</b>
Developable Acreage	2072	2072
Remaining Uniform Density	1.7	1.7

	"As-Is"	"To Be"
Available Connections	4401	4401
Approved Connections	0	0
<b>Remaining Connections</b>	<b>4401</b>	<b>4401</b>
Developable Acreage	68	68
Remaining Uniform Density	64.3	64.3

	"As-Is"	"To Be"
Available Connections	4152	4152
Approved Connections	53	53
<b>Remaining Connections</b>	<b>4099</b>	<b>4099</b>
Developable Acreage	84	84
Remaining Uniform Density	48.6	48.6

	"As-Is"	"To Be"
Available Connections	4363	4363
Approved Connections	13	13
<b>Remaining Connections</b>	<b>4350</b>	<b>4350</b>
Developable Acreage	65	65
Remaining Uniform Density	67.4	67.4



# TOTAL

Acreage

Connections

"AS IS"

5,013

21,231

"TO BE"

5,013

22,004

Consult with MWRD

< 1500

1500-3000

3000-4000

> 4000

"As-Is" "To Be"

Available Connections 8887 8887

Approved Connections 132 132

**Remaining Connections 8755 8755**

Developable Acreage 434 434

Remaining Uniform Density 20.2 20.2

"As-Is" "To Be"

Available Connections 8024 6669

Approved Connections 348 348

**Remaining Connections 7676 6321**

Developable Acreage 988 988

Remaining Uniform Density 7.8 6.4

"As-Is" "To Be"

Available Connections 858 1681

Approved Connections 858 858

**Remaining Connections 0 823**

Developable Acreage 1325 1325

Remaining Uniform Density 0.0 0.6

"As-Is" "To Be"

Available Connections 6576 7424

Approved Connections 1890 1890

**Remaining Connections 4686 5534**

Developable Acreage 947 947

Remaining Uniform Density 4.9 5.8

"As-Is" "To Be"

Available Connections 228 686

Approved Connections 114 114

**Remaining Connections 114 572**

Developable Acreage 1319 1319

Remaining Uniform Density 0.1 0.4





# TOTAL

Acreage

Connections

"AS IS"

1,143

25,161

"TO BE"

1,143

23,271

W RRF

MF01

Med Center

MF04

Downtown

MF07

MF05

"As-Is" "To Be"

Available Connections	4021	4021
Approved Connections	217	217
<b>Remaining Connections</b>	<b>3804</b>	<b>3804</b>
Developable Acreage	731	731
Remaining Uniform Density	5.2	5.2

"As-Is" "To Be"

Available Connections	4893	3003
Approved Connections	45	45
<b>Remaining Connections</b>	<b>4848</b>	<b>2958</b>
Developable Acreage	56	56
Remaining Uniform Density	87.2	53.2

"As-Is" "To Be"

Available Connections	8763	8763
Approved Connections	100	100
<b>Remaining Connections</b>	<b>8663</b>	<b>8663</b>
Developable Acreage	276	276
Remaining Uniform Density	31.4	31.4

"As-Is" "To Be"

Available Connections	7905	7905
Approved Connections	58	58
<b>Remaining Connections</b>	<b>7847</b>	<b>7847</b>
Developable Acreage	80	80
Remaining Uniform Density	98.0	98.0

< 1500
1500-3000
3000-4000
> 4000



# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** Tree Line Preservation Guidelines

**Department:** Administration

**Presented by:** Darren Gore

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## Summary

Introduce the disconnect between what is represented during Planning Commission and City Council meetings regarding preservation of common property boundary tree lines versus what occurs during construction, in addition to proposed remedies to avoid destruction of common property boundary tree lines in the future.

## Background Information

During recent construction projects, such as The Arbors at Compton, staff has identified significant issues with tree preservation. Construction activities have encroached into the root system of trees and compromised them to the point of imminent collapse. The primary concern is the disconnect between what is promised during planning commission and city council presentations seeking approval of a development and what is actually designed as well as the lack of a contractor's understanding or recognition of protecting tree lines during construction activities. This disconnect in the Arbors at Compton has led to the loss of over 50 trees and compromised over 100 more.

Staff has reviewed the City's authority in tree preservation per City Code 27.5, which includes:

- Tree protection criteria and details on stormwater management and erosion & sediment control plans.
- Incorporation of the TN Erosion and Sediment Control Handbook by reference, which provides specifications for tree protection.

Using the City's authority to address protection of common property boundary tree lines, staff has implemented an immediate remedy and is proposing a long-term remedy:

- Staff's immediate remedy was to notify the developer (Lennar Homes) that a hold on building permits for specific lots where homes would be built within the fall line of compromised trees until the tree line is removed or some other satisfactory solution is provided.
- Staff's long-term remedy is to have design engineer's identify common property boundary tree lines on the plans submitted for approval and provide design of the protective measures to safeguard these common tree lines. At a minimum, staff will expect construction warning fence installed at the dripline of the tree line marking this as a limit of disturbance during construction activities so that the contractor is aware of the intent to save the tree line.

**Council Priorities Served***Establish a Strong City Brand*

In endeavoring to be a good neighbor during construction activities, the City's efforts to safeguard existing common property boundary tree lines afford neighbors to a new development a buffer to reduce both noise and visual distractions/sightlines.

**Attachments**

Presentation on Tree Line Preservation Guidelines



# Tree Line Preservation Guidelines

August 14, 2025  
City Council Workshop





# The Current Problem

# BUFFERING

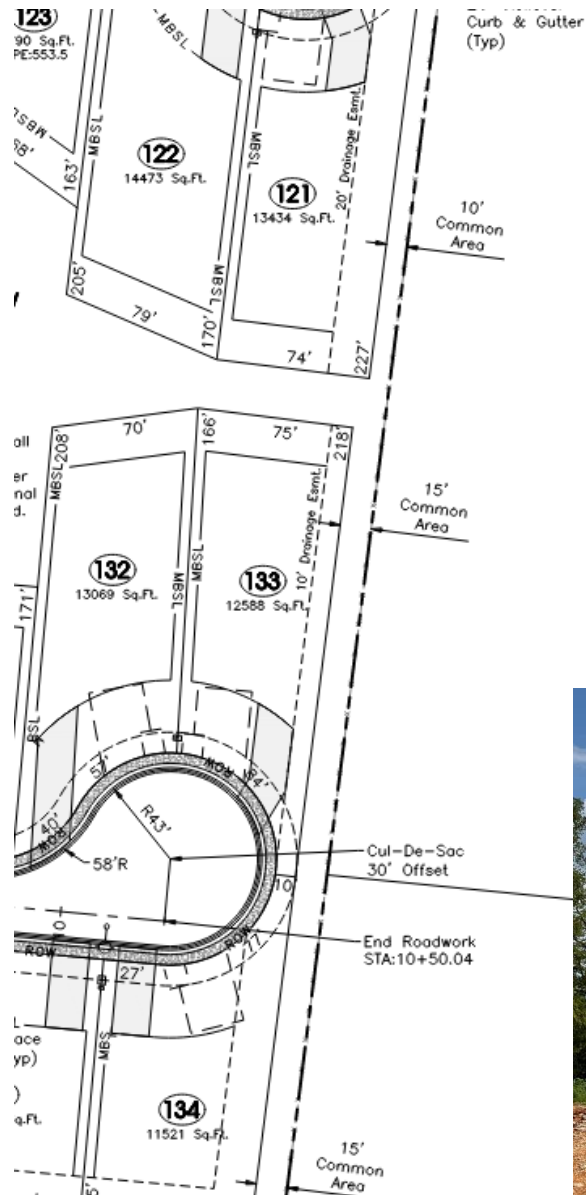
**The Disconnect**  
What is Promised  
vs What is  
Designed &  
Constructed



DECORATIVE TYPE 'A' LANDSCAPE BUFFER EXAMPLE







## The Result

Loss of 50 trees and  
100+ more  
compromised



# The City's Authority

## City Code 27.5 Stormwater Management Section 5(K)

### Erosion & Sediment Control Plan Allows for Tree Protection

(K) *Erosion prevention and sediment control plan requirements.* The erosion prevention and sediment control plan shall **accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems.** The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. The plan shall be certified by a registered professional engineer licensed in the State of Tennessee, a Certified Professional in Erosion and Sediment Control (CPESC), or person who has satisfactorily completed the TDEC/UT - sponsored Level I (Fundamentals) and Level II (Design) Erosion Prevention and Sediment Control classes. The plan shall also conform to the criteria and standards set forth in the EPSC-BMP manual, and shall include at least the following:

- (4) A **general description of existing land cover.** Individual trees and shrubs do not need to be identified.
- (5) **Stands of existing trees as they are to be preserved upon project completion,** specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist.
- (6) **Approximate limits of proposed clearing, land disturbance and filling.**

## City Code 27.5 Stormwater Management Section 2 Incorporates the TN Erosion and Sediment Control Handbook by Reference

*"Stormwater design manuals."* Rules or guidelines adopted by the City for handling stormwater in accordance with this chapter. **These include documents such as** the "Stormwater Planning and Low Impact Design Guide" on stormwater runoff source reduction techniques, the "Stormwater Controls Manual" on stormwater quality runoff treatment, **and by reference the Tennessee Erosion and Sediment Control Handbook**, and other documents the City promulgates as stormwater design manuals. These are made available on the City's webpage.



**Design Criteria** The following general criteria should be considered when developing in a wooded area:

- Leave critical areas (such as floodplains, steep slopes, and wetlands) with desirable trees in their natural condition or only partially cleared.
- Locate roadways, storage areas, and parking pads away from valuable tree stands. Follow natural contours, where feasible, to minimize cutting and filling in the vicinity of trees.
- Select trees to be preserved before siting roads, buildings and other structures.
- Minimize trenching in areas with trees. Place several utilities in the same trench.
- Designate groups of trees and individual trees to be saved on the EPSC plan sheets and in the SWPPP.



**Construction Specifications**

**- Do not excavate, traverse, or fill closer than the drip line, or perimeter of the canopy, of trees to be preserved.**

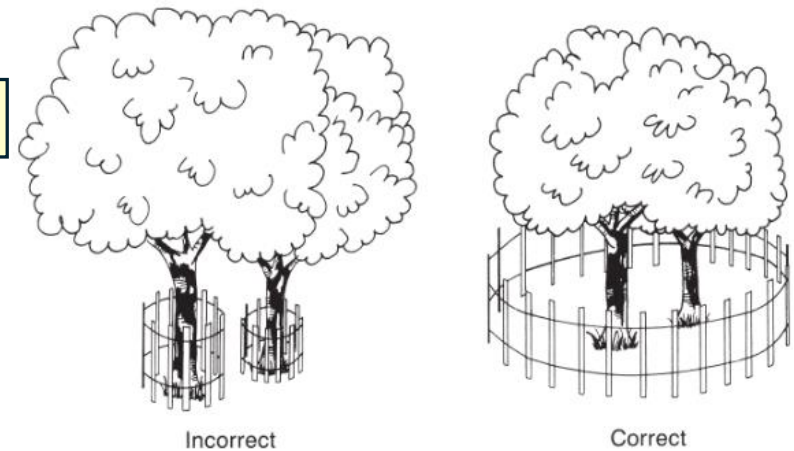
1. Place barriers to prevent the approach of equipment within the drip line of the trees to be preserved.
2. Do not nail boards to trees during building operations.
3. Do not cut tree roots inside the drip line.
4. Do not place equipment, construction materials, topsoil, or fill dirt within the limit of the drip line of trees to be preserved.
5. If a tree marked for preservation is damaged, remove it and replace it with a tree of the same or similar species, 2-inch caliper or larger, from balled and burlaped nursery stock when activity in the area is complete.
6. During final site cleanup, remove barriers from around trees.

**Maintenance and Inspection Points**

In spite of precautions, some damage to protected trees may occur. In such cases, repair any damage to the crown, trunk or root system immediately.

- Repair roots by cutting off the damaged. Spread peat moss or moist topsoil over exposed roots.
- Repair damage to bark by trimming around the damaged area, taper the cut to provide drainage, and paint with tree paint.
- Cut off all damaged tree limbs above the tree collar at the trunk or main branch. Use three separate cuts to avoid peeling bark from healthy areas of the tree.

## TN Erosion & Sediment Control Handbook Provides Specs for Tree Protection

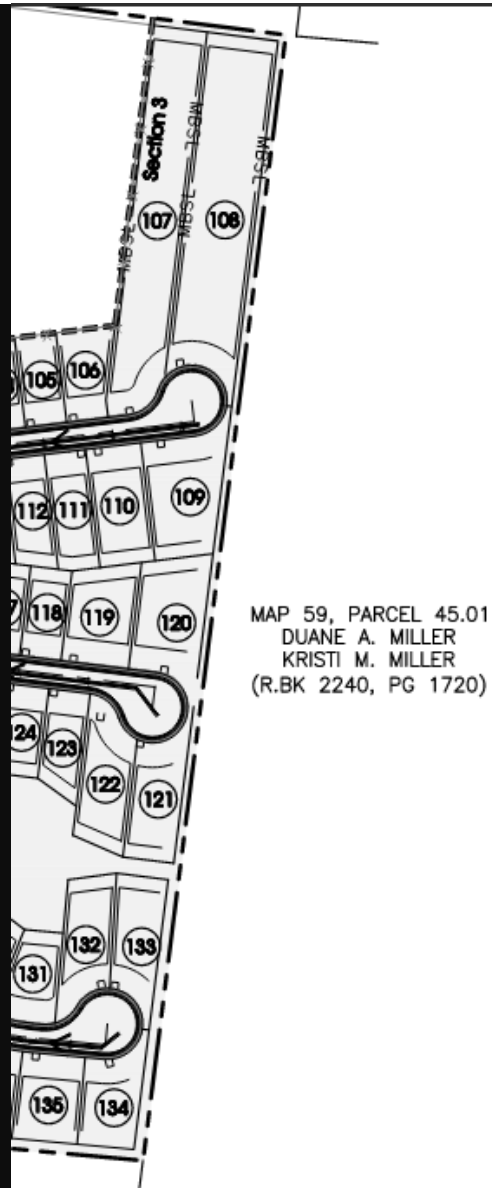


**Figure 7-1** Construction barriers should be installed at the drip line of the tree branches.

*"Drip line."* A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground.



# The Remedies



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## **The Immediate Remedy**

Put a Hold on Building  
Permits for Lots 108, 109,  
120, 121, 133, 134 until tree  
line is removed by contractor  
or mother nature

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## **The Long-term Remedy**

- Identify Common Property Boundary Tree Lines.
- Demarcate the limit of disturbance as the drip line on the plans.
- Indicate orange barrier protective fencing at drip line on EP&SC plans
- Install orange barrier fence at dripline of common property boundary tree lines before Land Disturbance Permit issuance



Comments and Questions?



# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** Introduction of Joint Conceptual Workshops

**Department:** Administration

**Presented by:** Darren Gore

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## Summary

Introduce the concept of a joint conceptual workshop between the City Council, Planning Commissioners, developer applicants, and staff members.

## Background Information

In discussions with the Mayor and City Administrator of Franklin, TN, they mentioned that instituting a joint conceptual workshop with their development community has created a more harmonious relationship and provided a more predictable path forward on various complex and sophisticated development projects in their community.

While Murfreesboro Planning staff strives to provide an excellent customer service experience to all developers, there are always “shades of gray” between zoning and design requirements versus providing for exceptions due to a unique development opportunity that will benefit the City’s economy and workforce. Additionally, there are times when staff’s interpretation of what is required may differ from what the Council sees as an opportunity to allow flexibility to City standards.

A joint conceptual workshop would strive to achieve the following objectives:

- **Facilitate Dialogue:** The key purpose is to foster open discussion between applicants and voting body members (Council and Planning Commissioners) about proposed development plans.
- **Provide Early Feedback:** It allows elected and appointed officials to provide initial feedback on the conceptual aspects of a development proposal before formal decisions are made.
- **Highlight Key Issues:** Planning staff and applicants present the development’s layout, architecture, traffic impact, and any proposed modifications to standards (MOS). Staff also highlight notable aspects or preliminary concerns.
- **Encourage Collaboration:** The workshop is designed to be brief in presentation to maximize time for dialogue and collaborative input.
- **No Formal Decisions Made:** Importantly, no formal decisions are made during the JCW, and it is not a venue for public comment.

If the Council is interested in introducing this path in the City’s development process, the next step would be to present this to the Planning Commission for their buy-in. The next step would be to conduct a pilot before the 1:00 Planning Commission meeting or the 11:30 Council workshop, or some other time. One possibility would be to start the workshop around 11:30 or 12:00 before the 1:00 Planning Commission meeting and serve lunch during the workshop.

## **Council Priorities Served**

### *Establish a Strong City Brand*

The City desires to have a brand of being easy, speedy and receptive to all stakeholders interested in investing in our community.

### *Improve Economic Development*

Allowing investors to know early in the process what is required and what expectations the city has on various parcels of land, will expedite development while at the same time meet the City leader's vision of our community.

# COUNCIL COMMUNICATION

**Meeting Date: 08/14/2025**

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**Item Title:** June 2025 Dashboard  
**Department:** Administration  
**Presented by:** Erin Tucker, CFO/City Recorder

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## **Summary**

June 2025 Dashboard packet

## **Background Information**

Dashboard information includes relevant Financial, Building & Codes, and Construction data.

## **Council Priorities Served**

*Responsible budgeting*

Providing Council with assessable financial information on a regular-basis assists in critical decision-making about the fiscal affairs of the City.

## **Fiscal Impacts**

None

## **Attachments:**

1. June 2025 Dashboard
2. June Impact Fee Report
3. City Schools June Dashboard



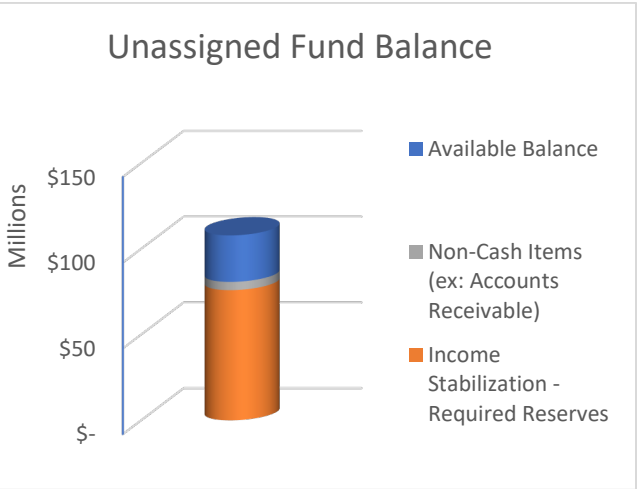
# JUNE 2025 DASHBOARD

## FUND BALANCE

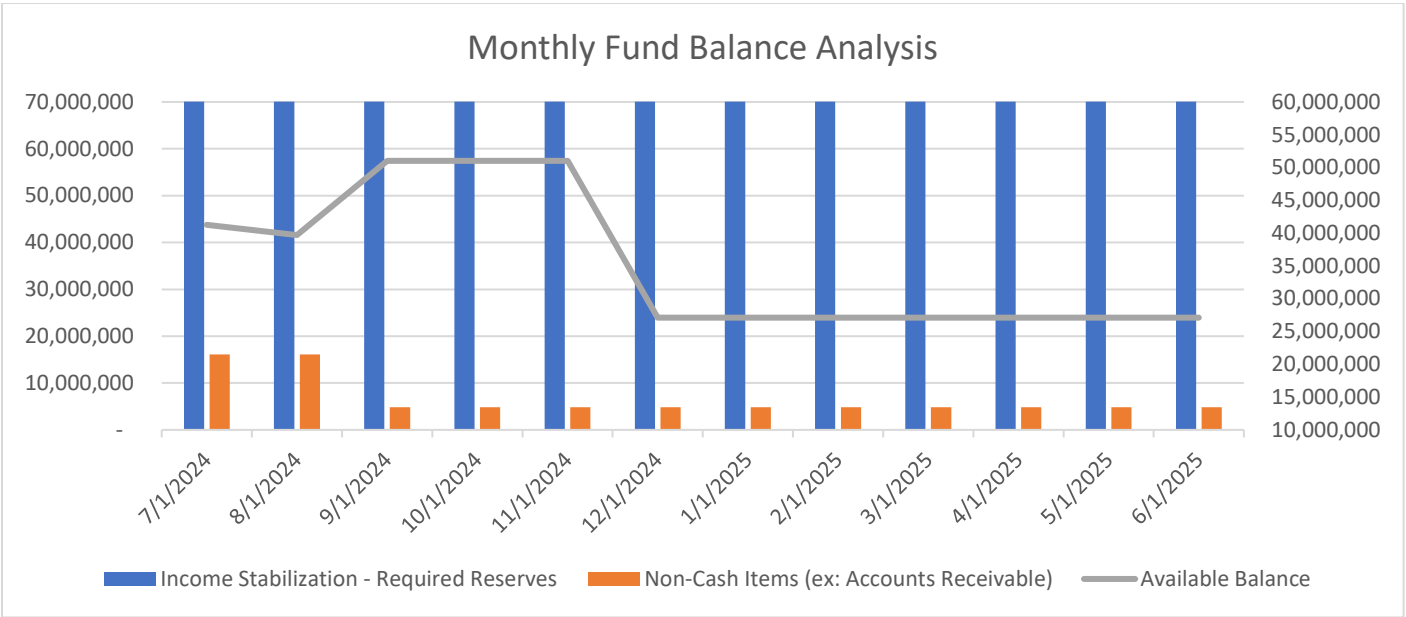
The City’s Fund Balance policy requires a reserve of 15-30% of General Fund revenues. This reserve is maintained in the Unassigned Fund Balance within General Fund. Other components of this account include non-spendable assets, including Accounts Receivable. The remaining funds are available for use, generally for one-time, non-recurring expenses. Examples include economic development related expenses and capital spending for land, buildings and equipment.

The graph and chart below reflects the total Unassigned Fund Balance categorized by required reserves, non-cash items, and available balance. The maximum reserve (30% of General Fund operating revenues) is used. These amounts are unaudited.

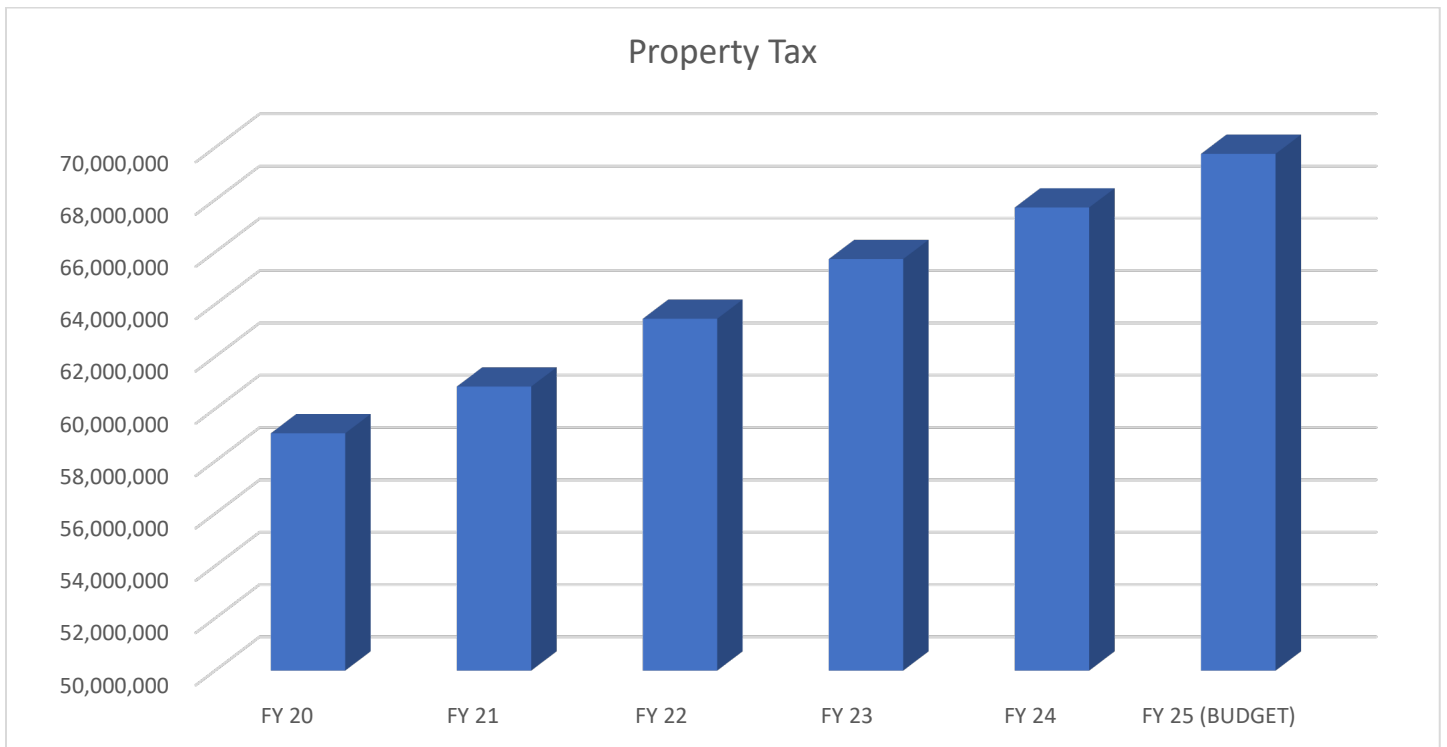
	Unassigned Fund Balance
	6/30/2025
Available Balance	27,112,165
Non-Cash Items (ex: Accounts Receivable)	4,804,460
Income Stabilization - Required Reserves	75,900,000
	107,816,625



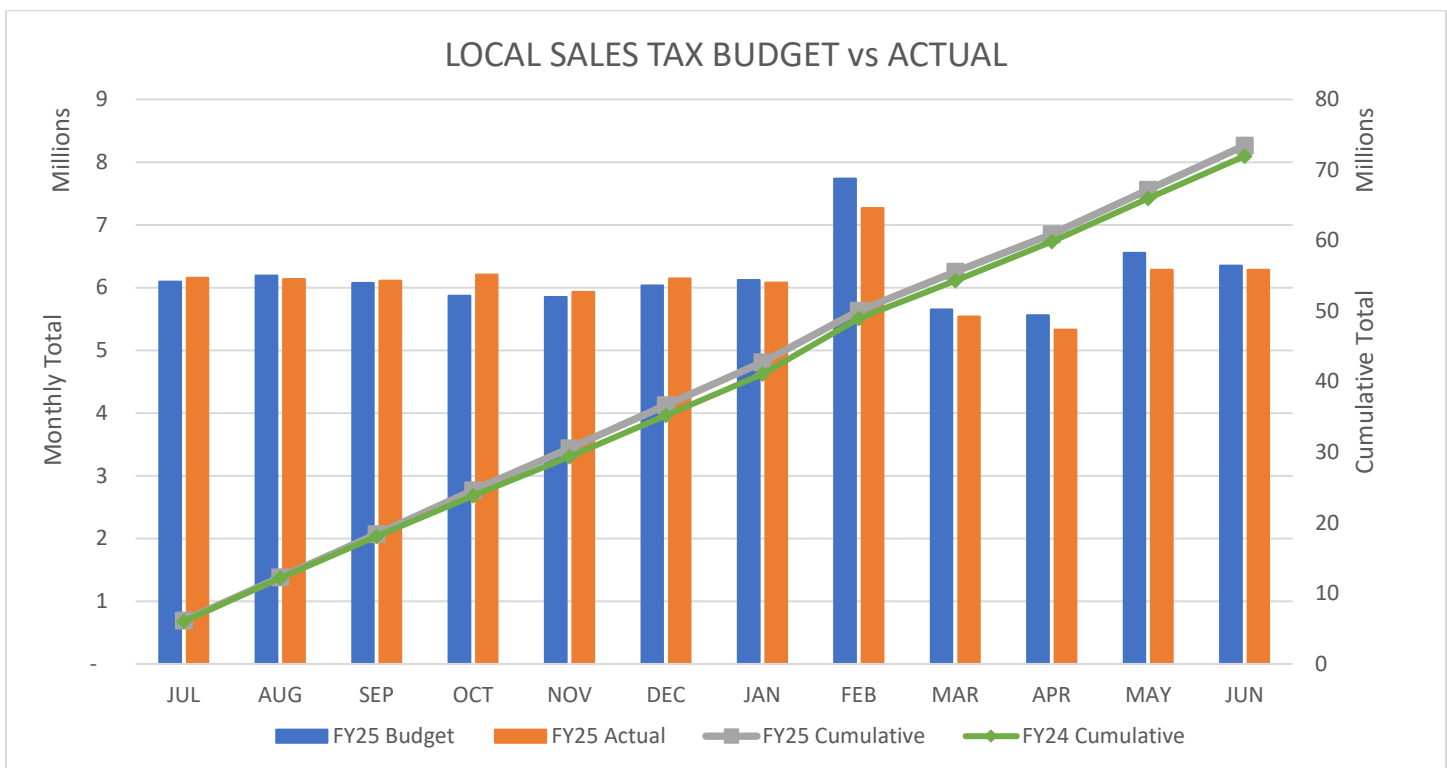
The chart below displays the changes in use of Unassigned Fund Balance by month.



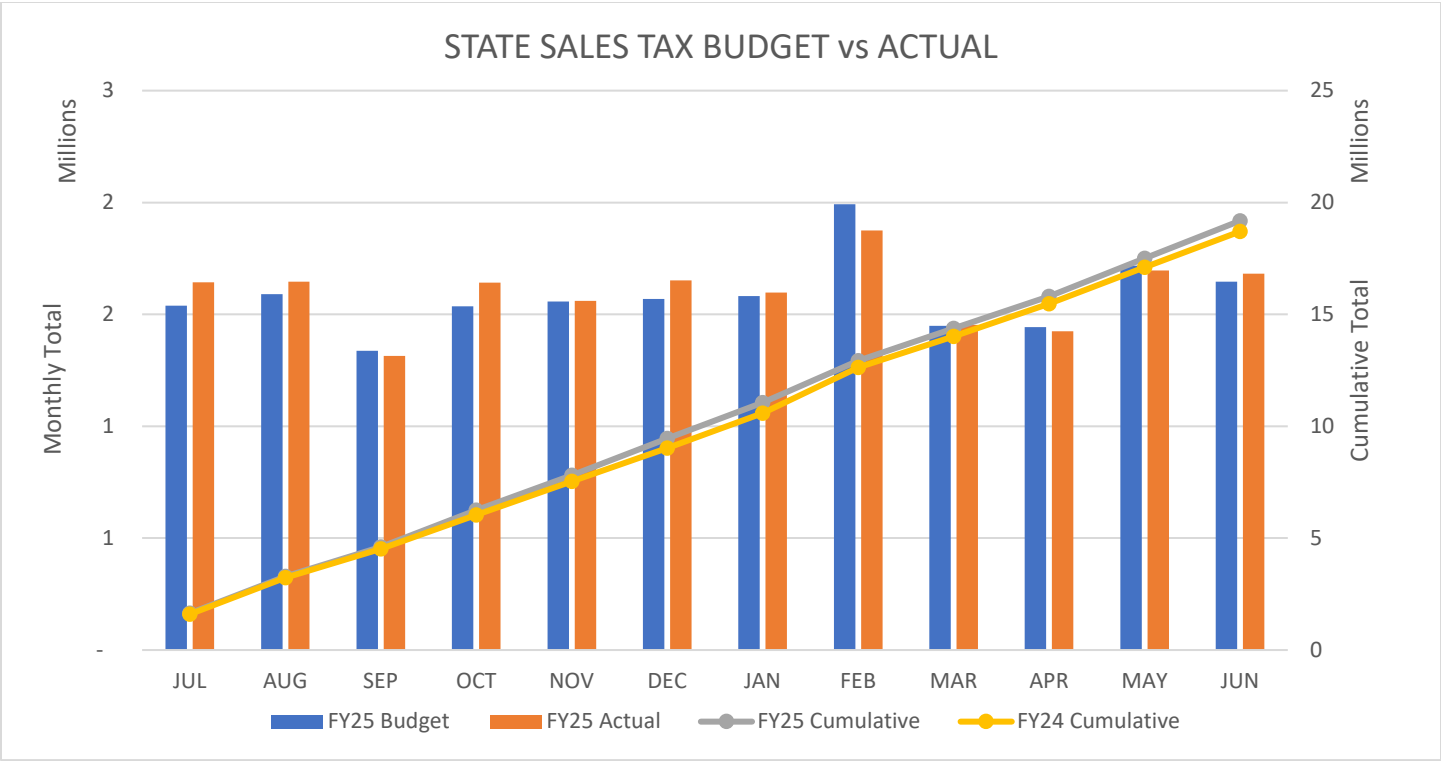
## REVENUES



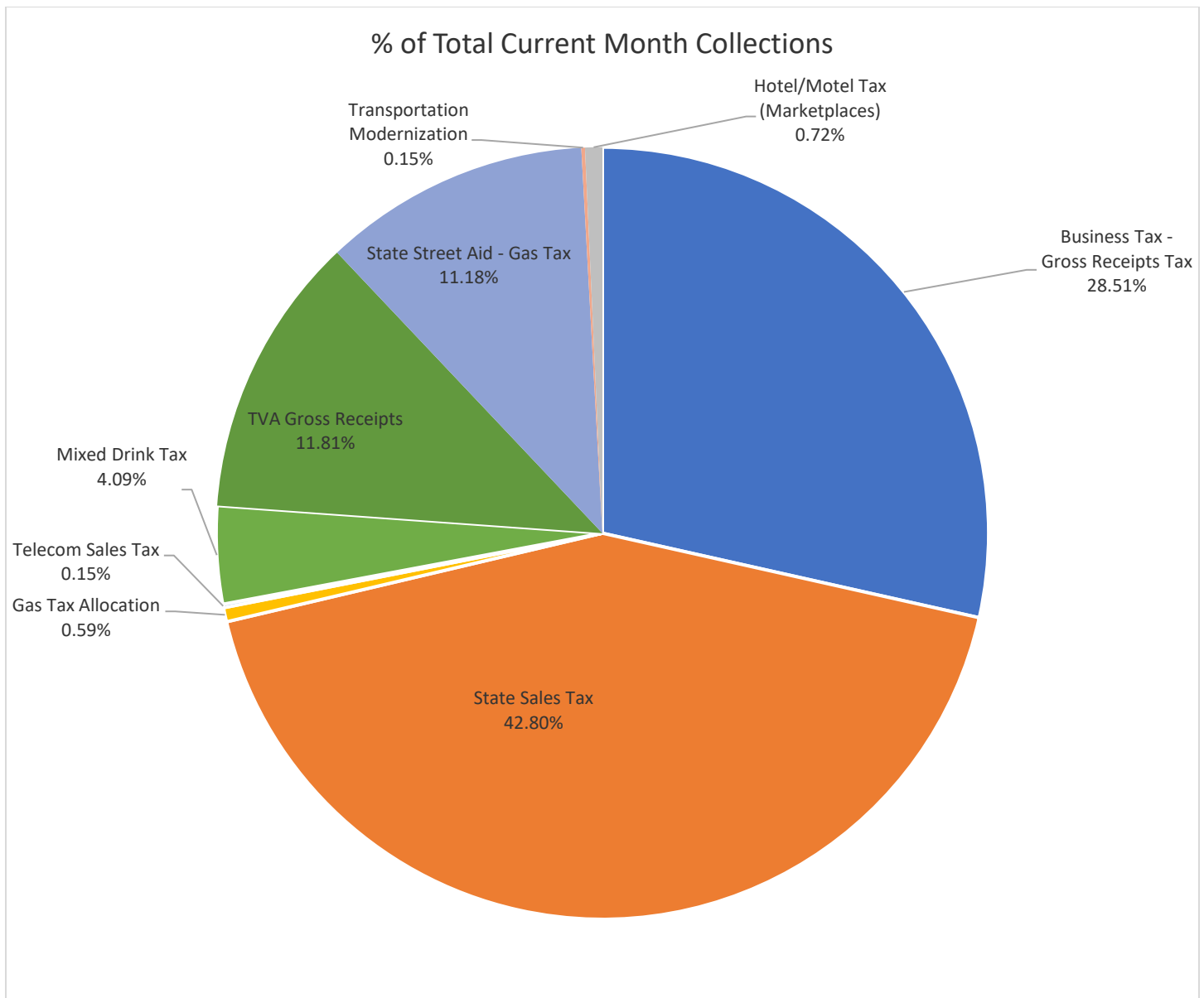
Property Tax notices were mailed in early October. The FY25 budget reflects a 3% increase over FY24, however actual results came in \$180k under budget, reflecting instead 2.8% growth over FY24.



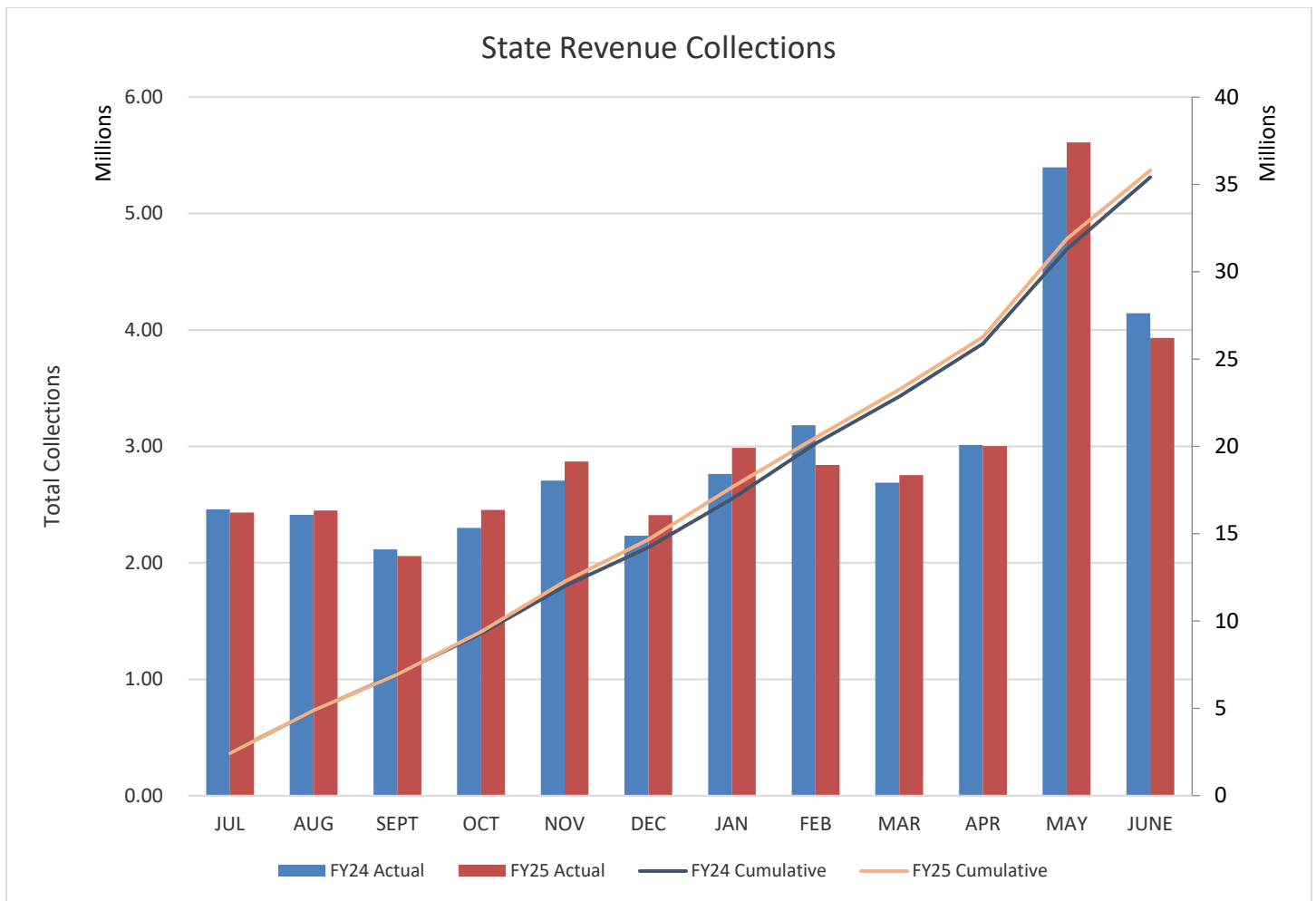
FY26 Local Sales Tax collections were budgeted flat with a 1.5% increase over FY24 projected results. In July, a revised budget was presented to Council that increased the projection by an additional 1.5% (\$1m). February receipts reflect the first significant drop in revenue this fiscal year – with an 8% drop compared to February 2024. March receipts bounced back slightly with a 3.2% increase over last year and then April receipts dropped 3.5%. May and June followed with 2.4% and 4.85% increases, respectively, over last year. Cumulative results now reflect a budget deficit of 0.84%.



FY25 State Sales Tax collections were budgeted at 1% over FY24. In July, a revised budget was presented to Council that increased the projection by an additional 1% (\$190k). February receipts were down 8.9% while March receipts show a 5.5% increase over last year. April receipts reflect a 2.7% drop, May bounced back with a 3% increase over last year and June shows a 5.4% increase. Cumulatively, this revenue is up 1.185% compared to budget and 2.6% compared to last year.

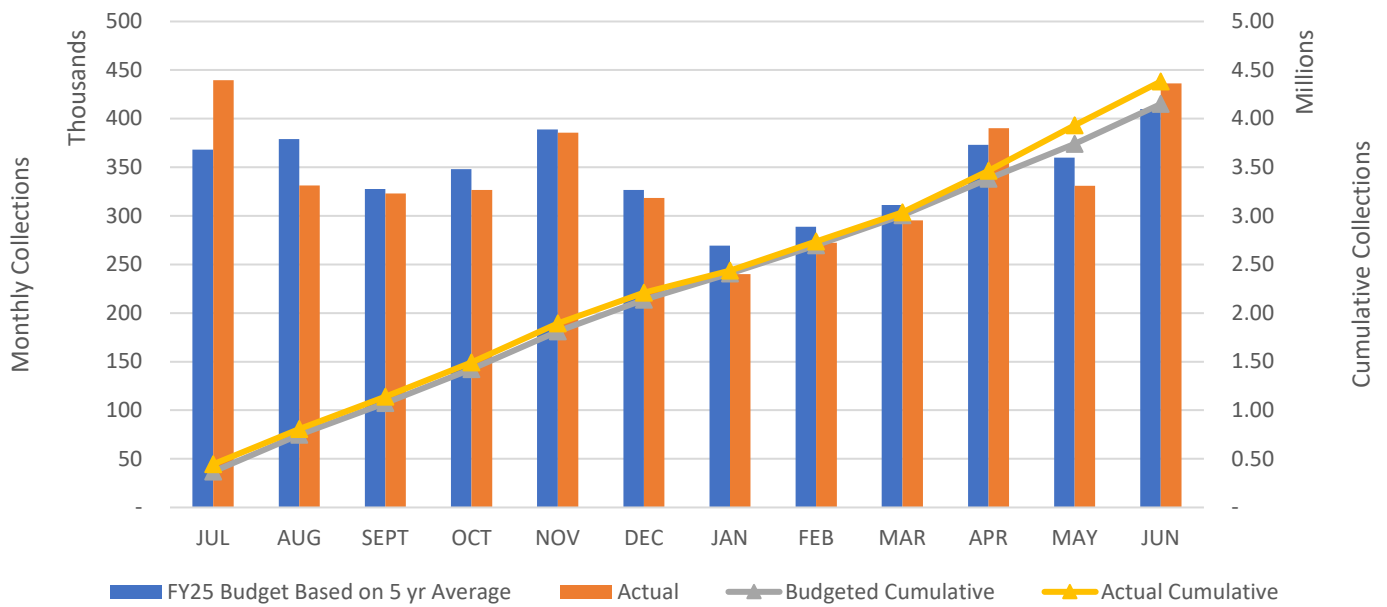


For June, Sales Tax Receipts account for 43% this month with Business License Tax following at 29%. State Street Aid (restricted to road improvements) made up 11% of collections. TVA's quarterly Gross Receipts Tax makes up nearly 12% and Mixed Drink tax totaled 4% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.



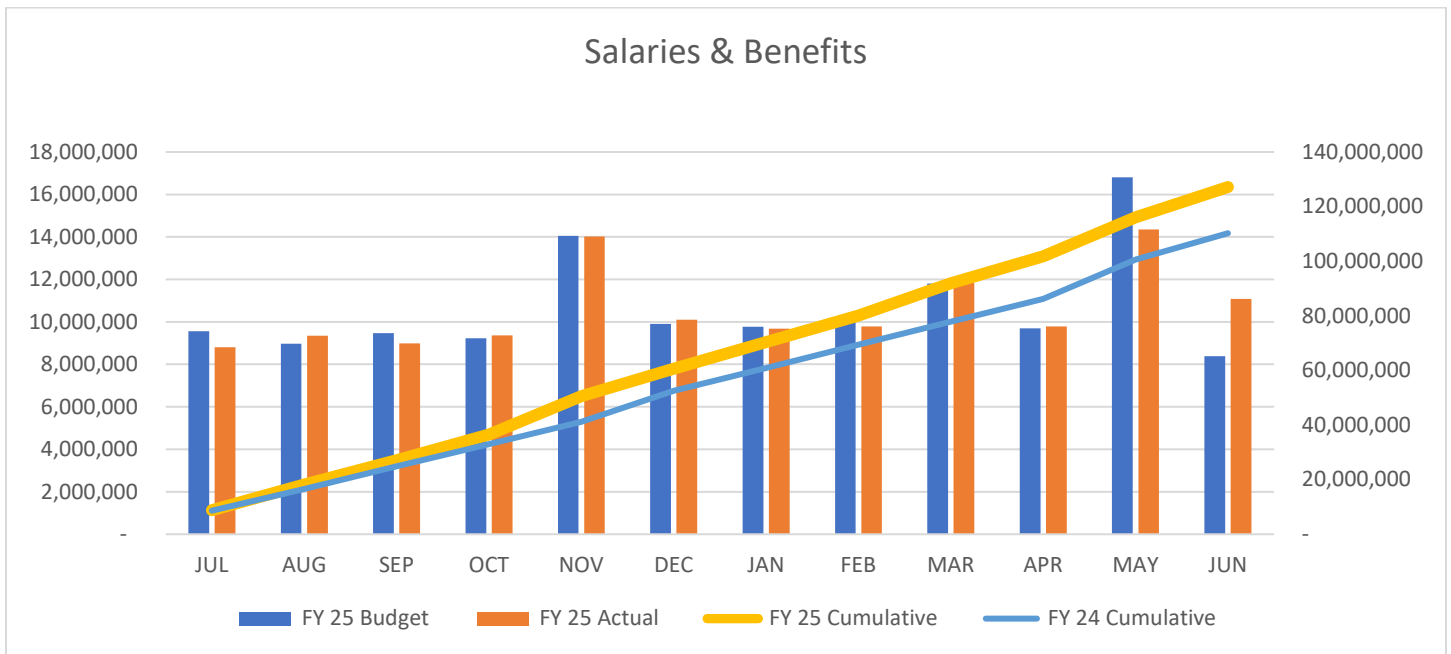
Overall, State Shared Revenue collections showed a 5% decrease compared to June 2024. Business License (Gross Receipts) Taxes are down 21% (\$300k) for June. Cumulatively, results are own 1%. While this tax can fluctuate depending on when returns are filed, there were also changes to the filing requirements that have impacted revenues. Mixed drink taxes show their largest monthly increase this year – up 7% in June and remain relatively flat for the year. State Street Aid Gas Tax reflects a 2% decrease in June; this tax is up 1% cumulatively. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

## HOTEL/MOTEL BUDGET vs. ACTUAL



Due to declining revenue forecasts, FY25 Hotel/Motel Taxes were budgeted 7% lower than the FY24 budget. June results reflect a 4% decrease compared to last year for the month. Cumulatively, there is a 1% budget deficit. The Finance Department will conduct an audit of the City’s hotels and motels in the coming year to ensure accurate and timely reporting.

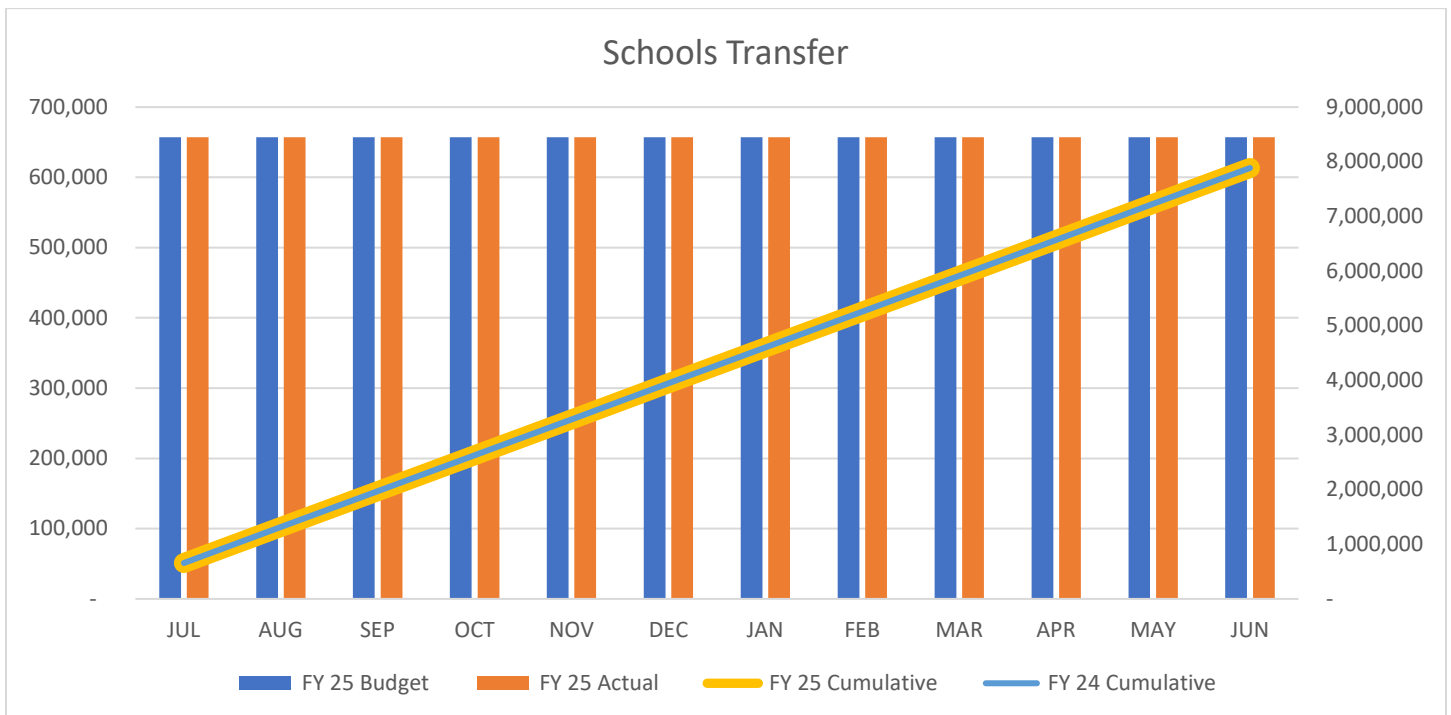
## EXPENSES



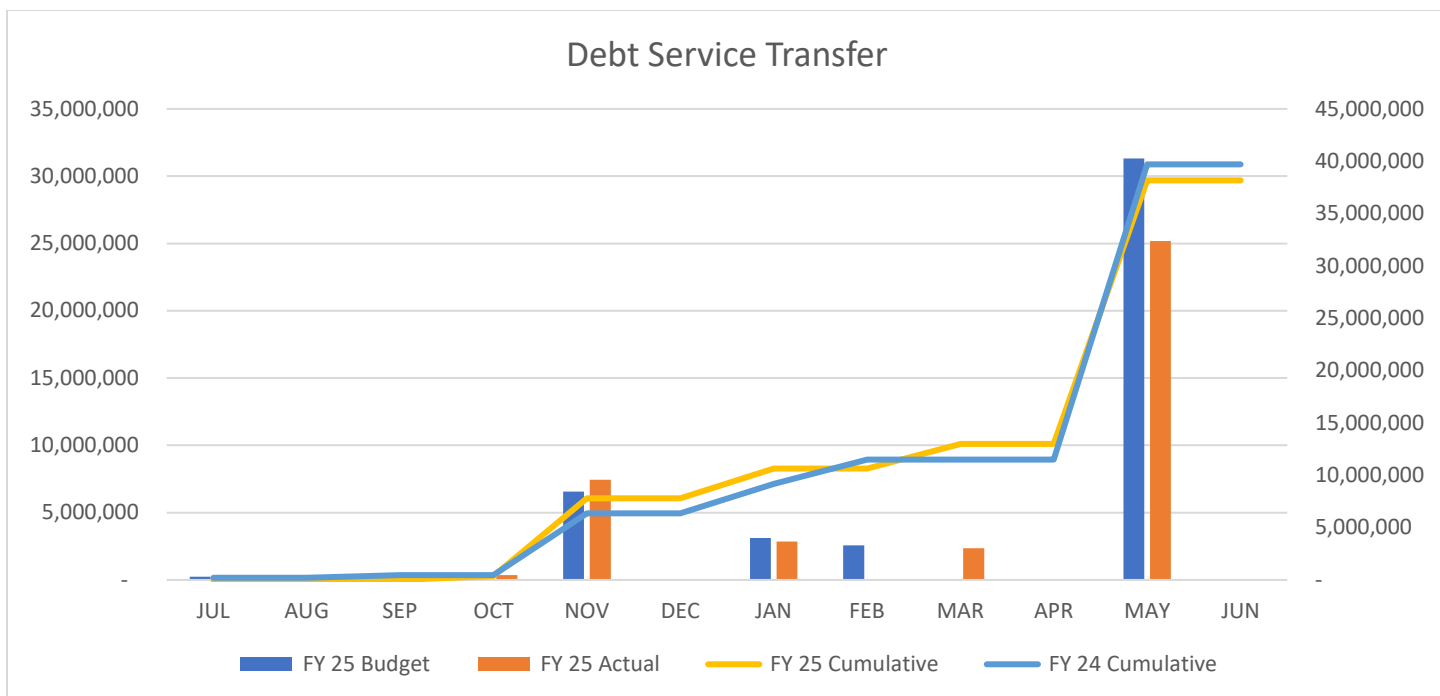
Salaries & Benefits make up 35% of General Fund's budget. The FY25 budget included 40 additional full-time positions, 22 of which are for public safety. Full-time approved positions increased from 1,104 to 1,146 positions.

As of 06/30/25, there were 1,108 filled full-time positions and 38 vacancies. Police had 13 open positions at the end of June, including 6 sworn officer positions.

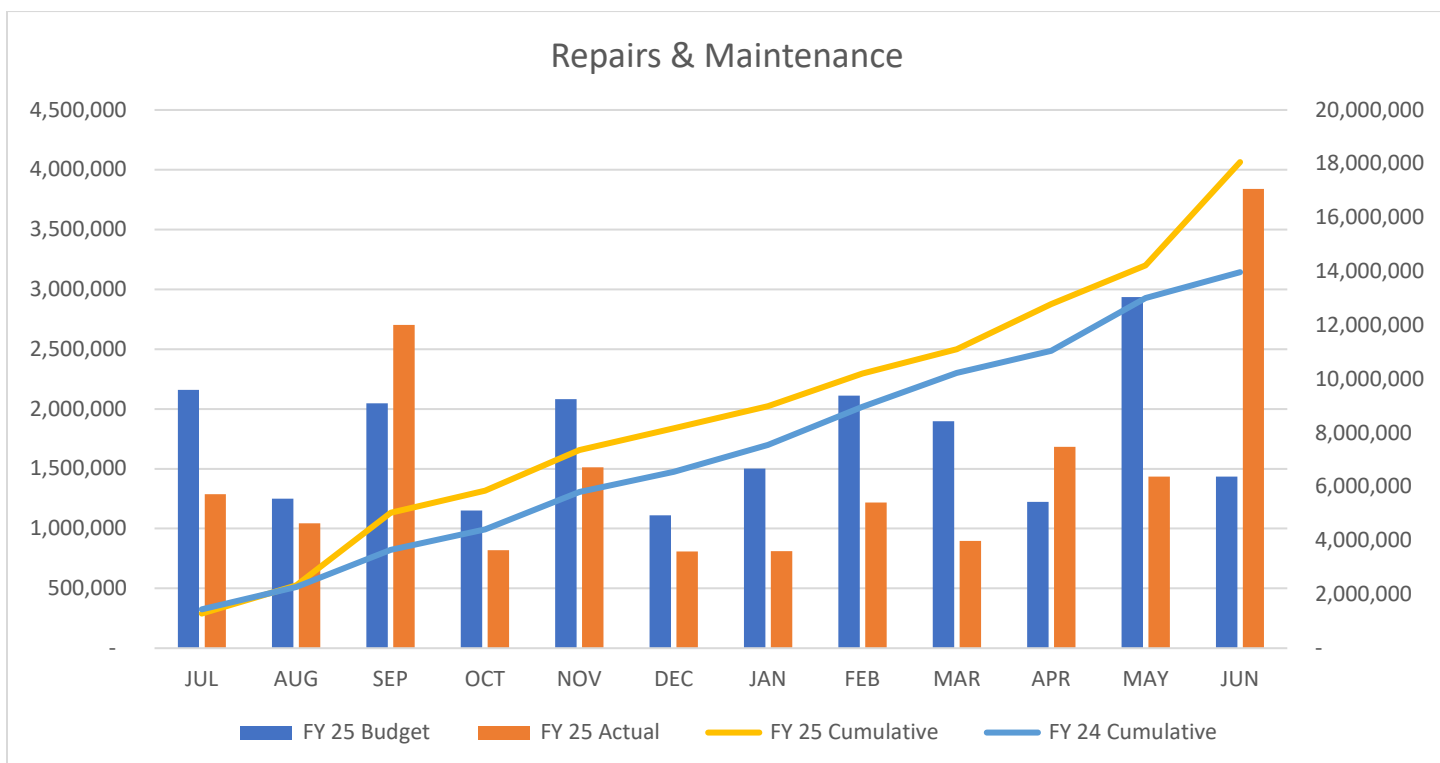
With the City Council's efforts to increase recruitment and retention City-wide, payroll savings (a.k.a. slippage) is steadily decreasing month over month – with June reflecting 0.4% in slippage cumulatively for the year, with savings of less than \$600k this month.



Transfers to City Schools makes up 2% of General Fund's budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.

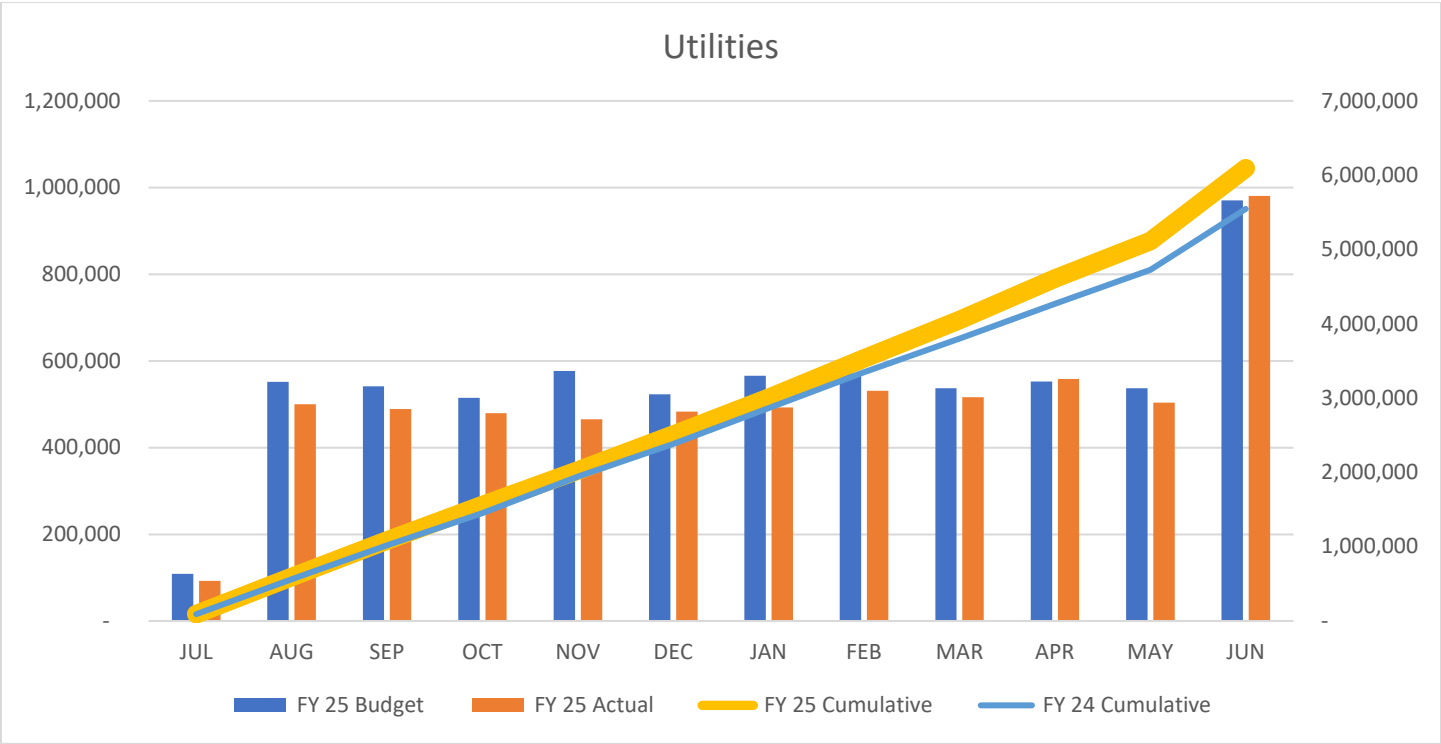


Budgeted Debt Service makes up 12% of General Fund’s budget. Council approved a \$55m debt issuance in FY24 that has since been updated to a \$70m debt issuance which is expected to be issued in later in FY25 or possibly in FY26. The Debt Service budget totals \$44.1m which includes debt roll-off of \$4.4m and anticipated new debt service of \$5.9m for a net increase of \$1.5m. An additional \$1.5m will be budgeted in FY26 to account for the increased approved issuance.

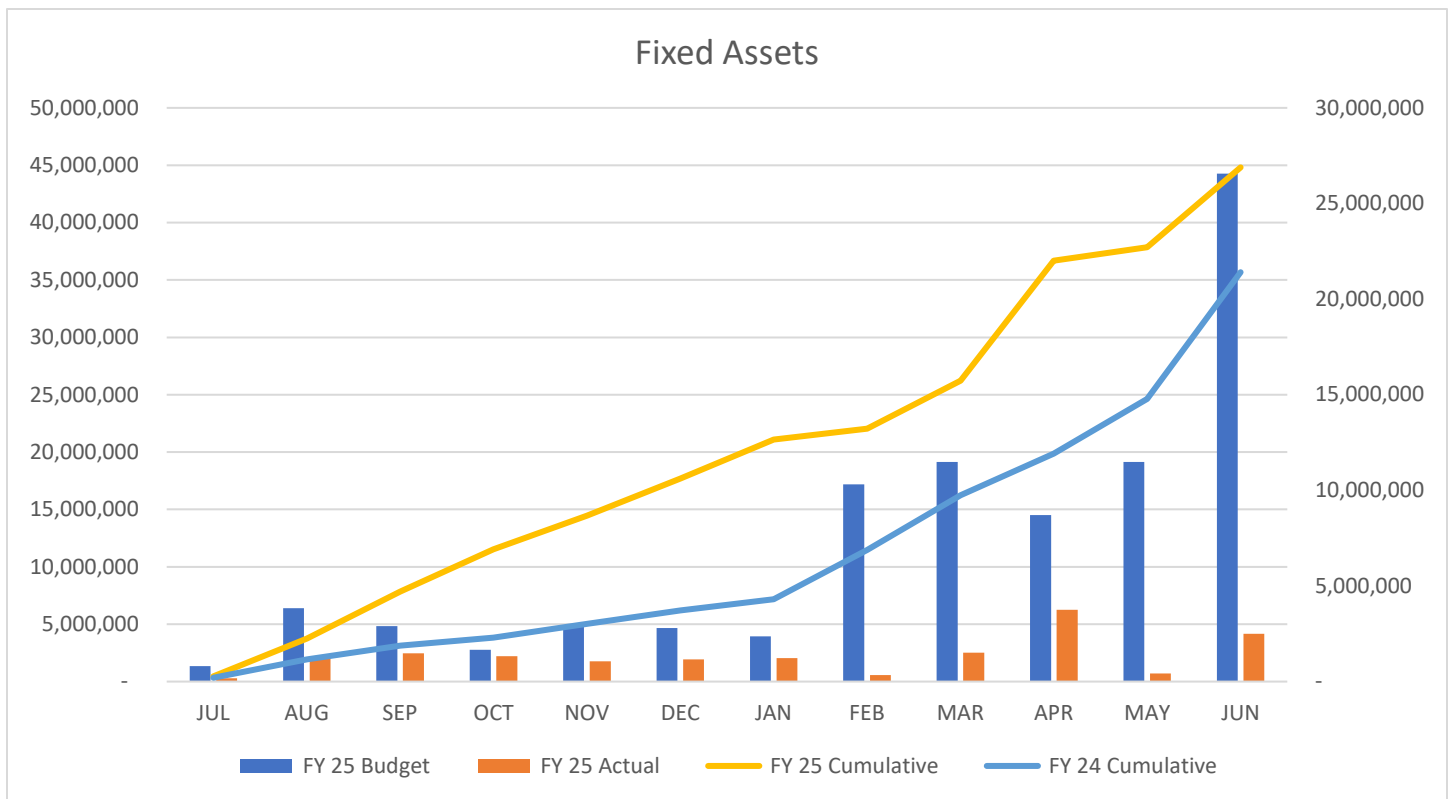


Repairs & Maintenance make up 5% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) (\$3.5m), fleet services (\$4.6m), and Police R&M for radios, mobile data terminals, etc. (\$2.2m). State Street Aid R&M of streets, markings and right of way totals \$5.2m. While monthly budgeted amounts are based on last year’s actual results, these expenses are seasonal and fluctuate depending on contract timing and timing of repairs. Repair & Maintenance costs were up 29% compared to last year through June. Overall, costs are down 14% compared to budget for the year through June.





Utilities make up 2% of General Fund’s budget. Results are up 10% as compared to FY24 and are running \$457k (7%) over budget through June. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Fixed Assets make up 36% of General Fund’s budget, totaling \$117M These items include:

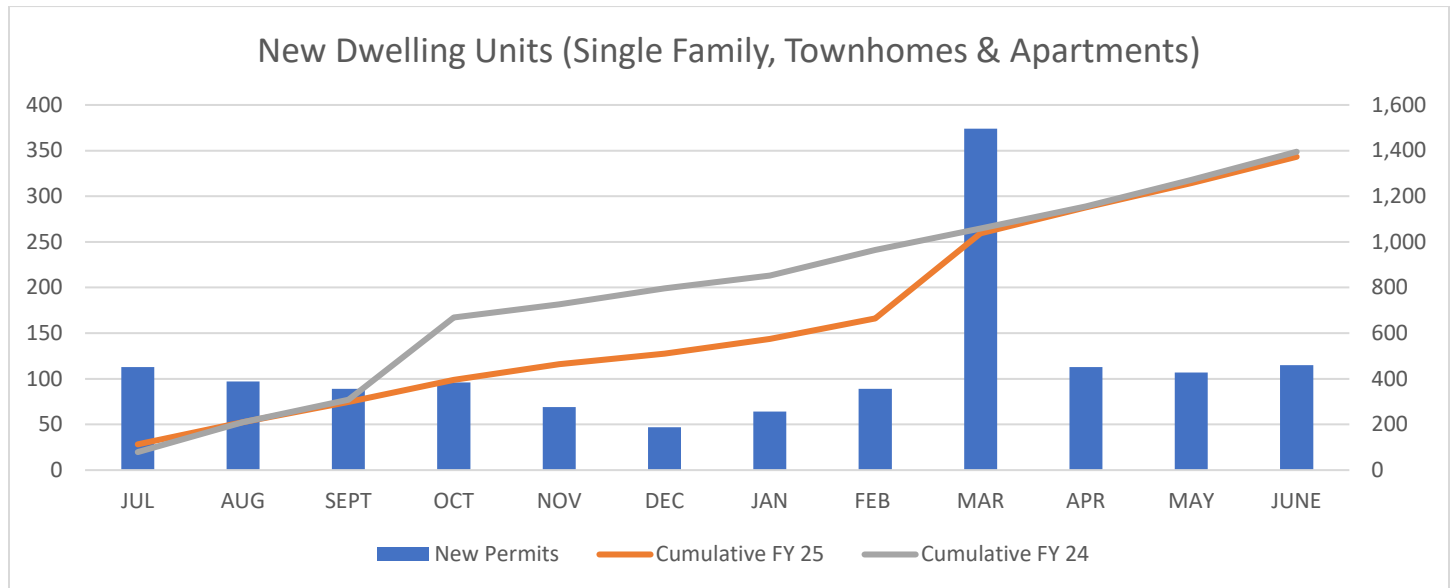
- \$39.8m – MED funded Roads
- \$6.5 – MED funded Parks
- \$14.6m – CIP swap
- \$13.1m – FY24 CIP (General Fund funded)
- \$14.3m – ARPA funded projects
- \$7.2m – Infrastructure for grant & MED funded road construction
- \$10m – Transit Facility

The FY25 CIP included allocation of \$24m of Unassigned Fund Balance for CIP projects. In addition, several General Fund projects and expenses were swapped, using previous bond proceeds to facilitate accelerated spending of these proceeds. This resulted in projects being “swapped” from the Loan/Bond Fund with General Fund.

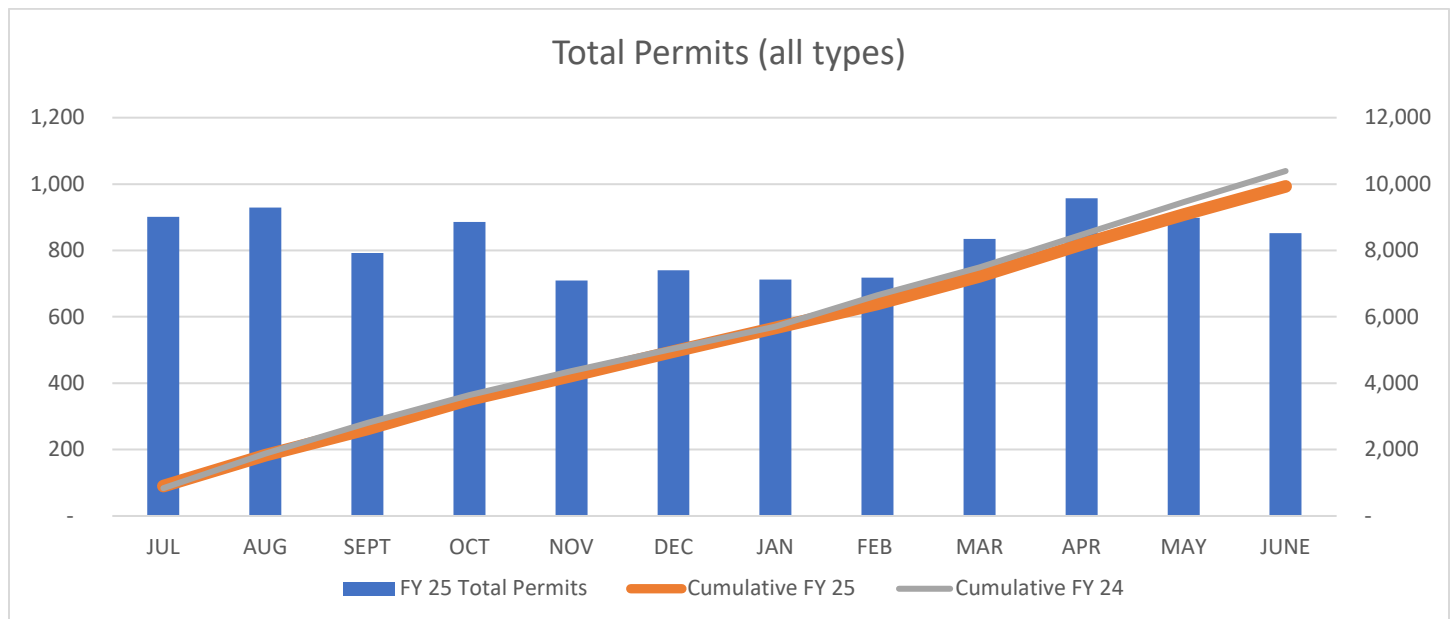
Like Repairs & Maintenance, timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was up 25% compared to last year’s expenses through June but down 81% compared to budget.

## BUILDING & CODES

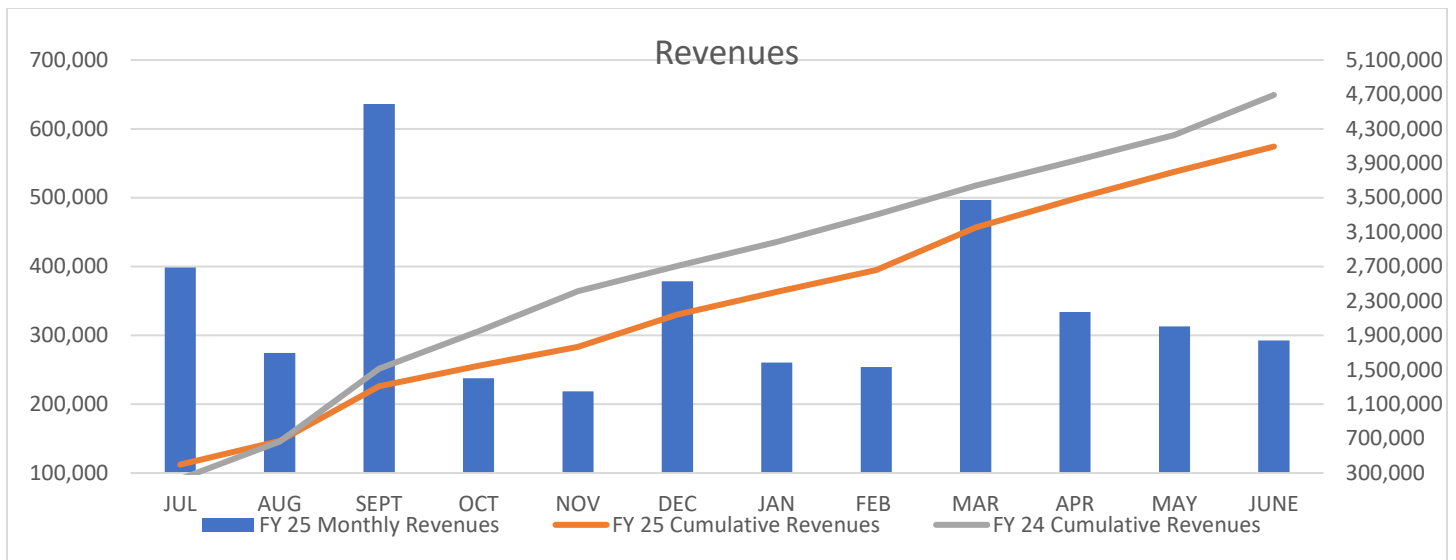
Building & Codes budgeted revenues reflect a 29% increase over the FY24 budget and reflect a 3% increase as compared to FY24's actual results. This is largely due to new commercial activity in FY24 and anticipated in FY25. Instead, revenues **dropped** for three consecutive months compared to last year, although December revenues reflected a healthy 29% increase compared to last year. January and February followed with additional revenue drops, but a new apartment complex flipped that trend for the month of March. June permit revenues reflected a significant drop as shown below.



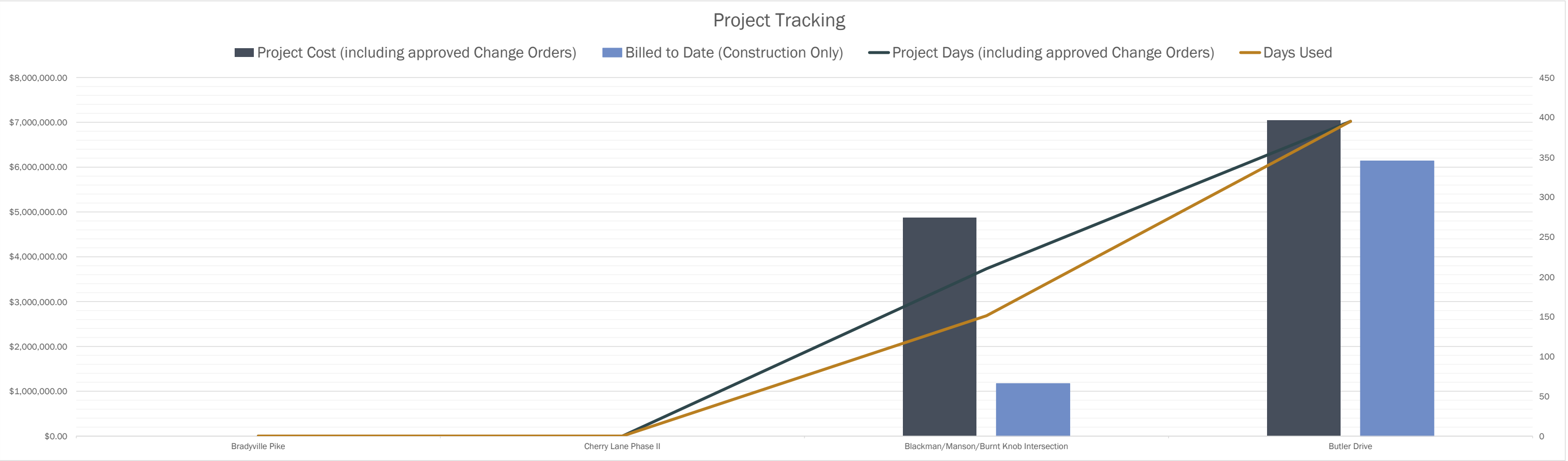
FY25 new dwelling permits reflect a 2% drop compared to last year through June. For the month, new permits are down 7% compared to June 2025.



Total permits were trending down 4% in June.



Through June, revenues were down 12.8% as compared to last year, and down 37% cumulatively.



Project Limits										
Project Name	From	To	Distance	Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Used	Percent Days	Estimated Substantial Completion	N.T.P.
Bradyville Pike	SE Broad Street	S Rutherford Blvd	2.10 Miles	\$22,500,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	1.73 Miles	\$26,500,000 (Est Cost)	\$0.00	0	0	0%		
Blackman/Manson/Burnt Knob Intersection	N/A	N/A	N/A	\$4,865,978.00	\$1,171,258.02	210	151	72%	8/6/2025	2/9/2025
Butler Drive	1000 Butler Drive	Joe B Jackson	.88 Miles	\$7,039,011	\$6,138,388.89	395	395	100%	2/20/2025	1/22/2024
Total				\$60,904,989	\$7,309,647					

	Project Status / Comments
Cherry Lane Phase II	TDEC permit has been issued. Consultant working withs Corps of Engineers to answer additional questions Right-of-way plans and exhibits and descriptions are being finalized.
Cherry Lane Phase III	TDOT funding has been secured for interchange. City staff and Volkert working on certifying ROW. Utility coordination is ongoing for the project. Utility coordination ongoing
Butler Dr. Realignment	Contractor has completed punch list items. Staff working on project close out and final change order
Blackman/Burnt Knob/Manson Intersection	Contractor is scheduled to pave southern leg of intersection on Friday. MTE is complete. Gas line relocation has been completed. Water line relocations 85% complete. Communication line relocation underway. Blackman Road between Vaughn and Manson will be closed for starting 6/18.
Medical Center Phase 1	The resurfacing of Medical Center has been completed. Final pavement markings are being installed at night.
Rutherford Blvd Extension	Construction plans are being finalized and bid book is being review by staff. Right of way acquisition being finalized.

Project	ROW Updates
Cherry Lane Phase III	Volkert continuing ROW acquisition. Order of possession received on final tract.
Rutherford Blvd Extension	5 out of 7 tracts finalized

## Impact Fee Report for New Development in the City of Murfreesboro

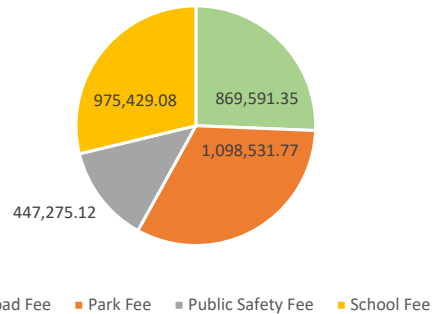
### Month of June 2025

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	321,549.60	70,316.46	113,944.33	36,113.19	101,175.62
SFR-Townhomes	-				
Multi-Family Residential	-				
Retail/Commercial	16,674.45	11,009.14	-	5,665.31	-
Office	37,699.11	24,664.27	-	13,034.84	-
Public/Institutional	4,599.94	3,009.19	-	1,590.75	-
Industrial	10,182.43	6,664.09	-	3,518.34	-
<b>Total</b>	<b>390,705.53</b>	<b>115,663.15</b>	<b>113,944.33</b>	<b>59,922.43</b>	<b>101,175.62</b>

### Fiscal Year 2025 to Date

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	3,088,752.57	675,448.44	1,094,530.34	346,897.74	971,876.05
SFR-Townhomes	11,291.99	2,469.33	4,001.43	1,268.20	3,553.03
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	238,301.28	157,336.03	-	80,965.25	-
Office	37,699.11	24,664.27	-	13,034.84	-
Public/Institutional	4,599.94	3,009.19	-	1,590.75	-
Industrial	10,182.43	6,664.09	-	3,518.34	-
<b>Total</b>	<b>3,390,827.32</b>	<b>869,591.35</b>	<b>1,098,531.77</b>	<b>447,275.12</b>	<b>975,429.08</b>

Fiscal Year 2025 Distribution of Assessed Fees



# COUNCIL COMMUNICATION

**Meeting Date: 8/14/2025**

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**Item Title:** June 2025 MCS Cash Flow Statement and Estimated Revenue and Estimated Expenditure Budget Comparison Reports

**Department:** Murfreesboro City Schools

**Presented by:** Daniel Owens

**Requested Council Action:**

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

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**Summary**

FY25 Cash Flow Statement (June 2025)

FY25 Estimated Revenue and Estimated Expenditure Budget Comparison Reports (June 2025)

**Background Information**

The State has recommended the Schools provide a Cash Flow Statement to the City Council on a monthly basis to indicate enough cash reserves are forecasted to be available to pay monthly expenses. We also will be including Revenue and Expenditure Budget Comparison Reports, that is provided to the Murfreesboro City School Board each month. This information will be included in the Wednesday agenda each month. A formal presentation will not be made each month, however there will be an opportunity for questions and comments.

**Council Priorities Served**

Strong and Sustainable Financial and Economic Health

**Fiscal Impact**

None

**Attachments**

June 2025 MCS Cash Flow Statement

June 2025 MCS Estimated Revenue and Estimated Expenditure Budget Comparison Reports

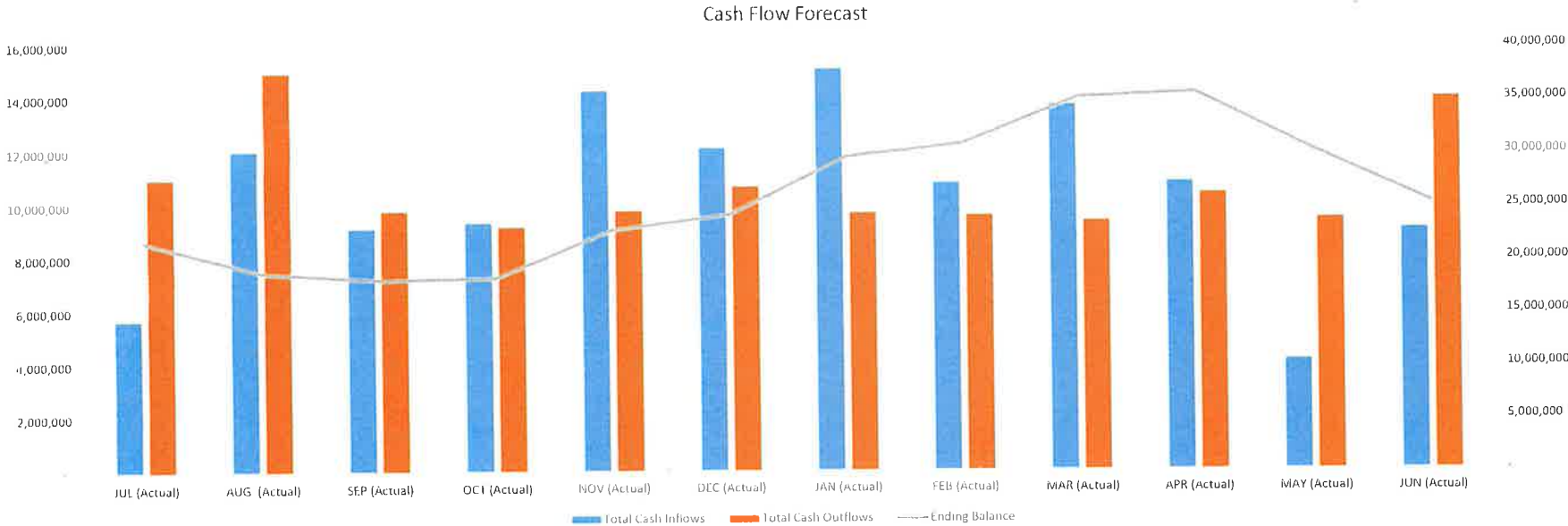


Cash Flow Forecast Schedule \*\*  
FY 2025-General Purpose

City or Town of: Murfreesboro

Fund Name	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC (Actual)	JAN (Actual)	FEB (Actual)	MAR (Actual)	APR (Actual)	MAY (Actual)	JUN (Actual)	TOTAL
Cash Receipts	\$ 5,703,038	\$ 12,080,205	\$ 9,148,640	\$ 9,368,898	\$ 14,317,269	\$ 12,159,214	\$ 15,131,087	\$ 10,846,576	\$ 13,764,631	\$ 10,874,334	\$ 4,138,083	\$ 9,080,614	\$ 126,612,590
Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	5,703,038	12,080,205	9,148,640	9,368,898	14,317,269	12,159,214	15,131,087	10,846,576	13,764,631	10,874,334	4,138,083	9,080,614	126,612,590
Beg Cash Bal	26,975,782	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,156,989	29,562,046	30,781,152	35,128,961	35,545,024	30,184,697	-
Available Cash	32,678,820	33,723,591	27,873,516	27,433,793	32,541,721	34,885,936	39,288,075	40,408,622	44,545,783	46,003,295	39,683,107	39,265,311	-
Cash Payments	\$ 11,019,884	\$ 14,983,164	\$ 9,793,070	\$ 9,193,790	\$ 9,799,448	\$ 10,713,397	\$ 9,710,479	\$ 9,611,919	\$ 9,401,271	\$ 10,442,720	\$ 9,482,859	\$ 13,974,944	128,126,943
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	46,540	217,601
Total Cash Outflows	11,035,435	14,998,715	9,808,621	9,209,341	9,814,999	10,728,948	9,726,030	9,627,470	9,416,822	10,458,271	9,498,410	14,021,484	128,344,544
Ending Balance	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,156,989	29,562,046	30,781,152	35,128,961	35,545,024	30,184,697	25,243,827	-
Cash Inflows - Outflows	\$ (5,332,397)	\$ (2,918,509)	\$ (659,981)	\$ 159,557	\$ 4,502,270	\$ 1,430,267	\$ 5,405,057	\$ 1,219,106	\$ 4,347,809	\$ 416,063	\$ (5,360,327)	\$ (4,940,869)	\$ (1,731,955)

\*\* This schedule is only required for certain funds. Please refer to the Information Tab to see if this schedule is required for your local government.



**COMPARISON OF BUDGET TOTALS**  
**July 1, 2024 Through June 30, 2025**

<b>TOTAL ESTIMATED INCOME</b>	<b>7/1/24 - 6/30/25</b>	<b>\$</b>	<b>112,482,918</b>
<b>TOTAL ESTIMATED EXPENSES</b>	<b>7/1/24 - 6/30/25</b>		<b><u>113,633,178</u></b>
<b>ESTIMATED NET INCOME</b>	<b>6/30/25</b>	<b>\$</b>	<b><u>(1,150,260)</u></b>

JUNE 2025 ESTIMATED

## YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	13,337,977	(1,662,023)	88.9%	15,000,000	13,499,009	(1,500,991)	90.0%
2	40210-Local Option Sales Tax	14,300,000	17,811,683	3,511,683	124.6%	16,700,000	18,953,836	2,253,836	113.5%
3	40000-41110-Other County Rev	1,761,800	1,911,215	149,415	108.5%	1,972,000	2,004,885	32,885	101.7%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	1,400,149	224,223	119.1%	1,621,796	1,908,512	286,716	117.7%
	<b>SUBTOTAL LOCAL REVENUE</b>	<b>\$ 32,237,726</b>	<b>\$ 34,461,024</b>	<b>\$ 2,223,298</b>		<b>\$ 35,293,796</b>	<b>\$ 36,366,242</b>	<b>\$ 1,072,446</b>	
5	46310-Project Diabetes Grant	93,900	93,900	-	100.0%	126,700	126,699	(1)	100.0%
6	46510-TISA	59,992,037	60,661,872	669,835	101.1%	63,477,651	63,961,011	483,360	100.8%
7	46513-TISA On-Behalf Payments	-	22,882	22,882	N/A	30,000	43,658	13,658	145.5%
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,326,895	1,239,702	(87,193)	93.4%	1,500,605	1,492,605	(8,000)	99.5%
9	46590-Other State Education (Summer Learning Grant)	1,851,909	1,110,947	(740,962)	60.0%	1,779,702	1,423,888	(355,814)	80.0%
10	46596-Paid Parental Leave	-	-	-	N/A	300,000	396,746	96,746	132.2%
11	46610-Career Ladder Program	57,146	63,551	6,405	111.2%	51,000	44,946	(6,054)	88.1%
12	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
14	46800-46990-Safe Schools and Public School Security Grant	768,542	809,580	41,038	105.3%	-	-	-	N/A
	<b>SUBTOTAL STATE REVENUES</b>	<b>\$ 64,090,429</b>	<b>\$ 64,002,434</b>	<b>\$ (87,995)</b>		<b>\$ 67,265,658</b>	<b>\$ 67,489,552</b>	<b>\$ 223,894</b>	
15	47000- Federal Funds	274,582	165,105	(109,477)	60.1%	468,555	346,648	(121,907)	74.0%
	<b>SUBTOTAL FEDERAL REVENUES</b>	<b>\$ 274,582</b>	<b>\$ 165,105</b>	<b>\$ (109,477)</b>		<b>\$ 468,555</b>	<b>\$ 346,648</b>	<b>\$ (121,907)</b>	
16	49100-49800 Insurance Recovery/Indirect Costs	460,000	505,372	45,372	109.9%	195,000	239,372	44,372	122.8%
17	49810-City of Murfreesboro Allocation	7,885,103	7,885,103	-	100.0%	7,885,103	7,885,103	-	100.0%
18	49820-City TN All Corp Grant	165,435	165,435	(0)	100.0%	156,000	156,000	-	100.0%
	<b>SUBTOTAL OPERATING TRANSFERS</b>	<b>\$ 8,510,538</b>	<b>\$ 8,555,910</b>	<b>\$ 45,372</b>		<b>\$ 8,236,103</b>	<b>\$ 8,280,475</b>	<b>\$ 44,372</b>	
	<b>TOTAL REVENUES</b>	<b>\$ 105,113,275</b>	<b>\$ 107,184,472</b>	<b>\$ 2,071,197</b>	<b>102.0%</b>	<b>\$ 111,264,112</b>	<b>\$ 112,482,918</b>	<b>\$ 1,218,806</b>	<b>101.1%</b>

**YEAR-TO-DATE EXPENDITURE COMPARISON**

JUNE 2025 ESTIMATED

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	54,461,310	(2,787,725)	95.1%	61,179,757	\$ 59,751,443	(1,428,314)	97.7%
2	71200-Sp. Ed. Instruction	12,674,470	12,113,367	(561,103)	95.6%	13,930,329	13,468,649	(461,680)	96.7%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	155,839	(5,126)	96.8%	188,725	182,925	(5,800)	96.9%
5	72120-Health Services	1,098,216	994,268	(103,948)	90.5%	1,252,495	1,190,846	(61,649)	95.1%
6	72130-Guidance	3,623,785	3,367,597	(256,188)	92.9%	4,188,625	3,958,827	(229,798)	94.5%
7	72210-Reg. Instr. Support	2,548,064	2,313,329	(234,735)	90.8%	2,774,798	2,678,696	(96,102)	96.5%
8	72220-Sp. Ed. Support	1,999,863	1,774,678	(225,185)	88.7%	2,209,555	2,148,103	(61,452)	97.2%
9	72250-Technology	2,674,265	2,183,441	(490,824)	81.6%	2,738,190	2,613,860	(124,330)	95.5%
10	72310-Bd. Of Education	1,966,681	1,873,732	(92,949)	95.3%	2,187,020	1,979,158	(207,862)	90.5%
11	72320-Office of Supt.	440,109	388,421	(51,688)	88.3%	471,438	433,981	(37,457)	92.1%
12	72410-Office of Principal	5,703,089	5,605,834	(97,255)	98.3%	6,151,248	6,016,610	(134,638)	97.8%
13	72510-Fiscal Services	886,045	783,634	(102,411)	88.4%	885,280	869,529	(15,751)	98.2%
14	72520-Personnel Services	594,415	534,067	(60,348)	89.8%	606,845	582,564	(24,281)	96.0%
15	72610-Oper. Of Plant	6,402,482	5,957,504	(444,978)	93.0%	6,347,847	5,934,403	(413,444)	93.5%
16	72620-Maint. Of Plant	4,608,543	3,572,739	(1,035,804)	77.5%	3,481,108	2,818,701	(662,407)	81.0%
17	72710-Pupil Transp.	4,544,354	3,888,940	(655,414)	85.6%	5,457,902	4,669,369	(788,533)	85.6%
18	73300-Community Service	522,655	465,915	(56,740)	89.1%	507,561	442,848	(64,713)	87.3%
19	73400-Early Childhood Educ.	1,108,368	1,082,190	(26,178)	97.6%	1,154,547	1,101,863	(52,684)	95.4%
20	76100-Reg. Cap. Outlay	171,872	147,310	(24,562)	85.7%	3,243,219	2,573,204	(670,015)	79.3%
21	82130-Education Debt Serv.	-	241,168	241,168	N/A	-	-	-	N/A
22	82230-Education Debt Int	-	16,729	16,729	N/A	-	-	-	N/A
23	99100-Operating Transfers	217,610	217,610	-	100.0%	217,601	217,601	-	100.0%
	<b>TOTALS</b>	<b>109,194,886</b>	<b>102,139,622</b>	<b>\$ (7,055,264)</b>	<b>93.5%</b>	<b>119,174,090</b>	<b>113,633,178</b>	<b>\$ (5,540,912)</b>	<b>95.4%</b>

**No Items.**

# COUNCIL COMMUNICATION

Meeting Date: 08/14/2025

**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 Esquinita Dali, LLC	La Esquinita Mart	817 NW Broad St	Off-Premises	Grocery/Market	Ownership Change
Riley Krabs, LLC	Krustaceans Seafood	2858 S Church St	On-Premises	Restaurant	New Location

### **Special Event Beer Permits**

<b>Name of Applicant</b>	<b>Date of Event</b>	<b>Type of Event</b>	<b>Location of Event</b>
Kennerly Family History Group	10/03/2025	Birthday Party	405 S Maney Ave
Kennerly Family History Group	10/13/2025	Fall Celebration	405 S Maney Ave
Kennerly Family History Group	10/31/2025	Halloween Party	405 S Maney Ave
Interfaith Dental Clinic	11/06/2025	Fundraiser	1500 Medical Center Pkwy Ste 4D
Ascension Saint Thomas Rutherford	10/25/2025	Fundraiser	Murfreesboro Square

### **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:

<b>Name of Business Entity/Sole Proprietor</b>	La Esquinita Dali LLC
<b>Name of Business</b>	La Esquinita Mart
<b>Business Location</b>	817 NW Broad St
<b>Type of Business</b>	Grocery/Market
<b>Type of Permit Applied For</b>	Off-Premises

Type of Application:

<b>New Location</b>	_____
<b>Ownership Change</b>	<input checked="" type="checkbox"/>
<b>Name Change</b>	_____
<b>Permit Type Change</b>	_____
<b>Corporation</b>	_____
<b>Partnership</b>	_____
<b>LLC</b>	<input checked="" type="checkbox"/>
<b>Sole Proprietor</b>	_____

5% or more Ownership

<b>Name</b>	Yanessi Ramirez
<b>Age</b>	37
<b>Residency City/State</b>	Murfreesboro/TN
<b>Race/Sex</b>	Hispanic/F
<b>Background Check Findings</b>	
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:

<b>Name of Business Entity/Sole Proprietor</b>	Riley Krabs LLC
<b>Name of Business</b>	Krustaceans Seafood
<b>Business Location</b>	2858 S Church St
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

**Type of Application:**

<b>New Location</b>	<u>          X          </u>
<b>Ownership Change</b>	<u>                          </u>
<b>Name Change</b>	<u>                          </u>
<b>Permit Type Change</b>	<u>                          </u>
<b>Corporation</b>	<u>                          </u>
<b>Partnership</b>	<u>                          </u>
<b>LLC</b>	<u>          X          </u>
<b>Sole Proprietor</b>	<u>                          </u>

**5% or more Ownership**

<b>Name</b>	Kema A Riley
<b>Age</b>	46
<b>Residency City/State</b>	Heath, TX
<b>Race/Sex</b>	Black/M
<b>Background Check Findings</b>	
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.

<b>Application Completed Properly?</b>	Yes
--	-----

<b>Occupancy Application Approved?</b>	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**  
**Organization Address**

Kennerly Family History Group  
314 Rolling Road  
Shelbyville, TN 37160

**Event Location**  
**Event Date**  
**Event Time**  
**Period for Beer to be Served**  
**Nature and Purpose of Event**  
**Approximate Number of Persons Expected to Attend**

405 S Maney Ave  
10/3/2025  
7:00 p.m. until 11:30 p.m.  
7:00 p.m. until 11:00 p.m.  
Founders Birthday Celebration  
100

**Event Location**  
**Event Date**  
**Event Time**  
**Period for Beer to be Served**  
**Nature and Purpose of Event**  
**Approximate Number of Persons Expected to Attend**

405 S Maney Ave  
10/13/2025  
2:00 p.m. until 11:30 p.m.  
3:00 p.m. until 11:00 p.m.  
Community Celebration  
100

**Event Location**  
**Event Date**  
**Event Time**  
**Period for Beer to be Served**  
**Nature and Purpose of Event**  
**Approximate Number of Persons Expected to Attend**

405 S Maney Ave  
10/31/2025  
7:00 p.m. until 11:30 p.m.  
7:00 p.m. until 11:00 p.m.  
Halloween Party  
125

**Special Event Permit Approved?**

No

**Application Completed Properly?**

Yes

**Internal Revenue Letter Provided?**

Yes

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

## Special Event Beer Application

Summary of information from the beer application:

**Name of Non-Profit Organization**  
**Organization Address**

Interfaith Dental Clinic  
210 Robert Rose Dr. Ste 2

**Event Location**

The View at Fountains  
1500 Medical Center Pkwy. Ste 4D

**Event Date**

11/6/2025

**Event Time**

5:30 p.m. until 8:00 p.m.

**Period for Beer to be Served**

5:30 p.m. until 8:00 p.m.

**Nature and Purpose of Event**

Fundraiser-Story Behind the Smiles

**Approximate Number of Persons Expected to Attend**

250

**Special Event Permit Approved?**

No

**Application Completed Properly?**

Yes

**Internal Revenue Letter Provided?**

Yes

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

**Special Event Beer Application**

Summary of information from the beer application:

<b>Name of Non-Profit Organization</b>	Ascension Saint Thomas Rutherford
<b>Organization Address</b>	1700 Medical Center Parkway
<b>Event Location</b>	Downtown Murfreesboro
<b>Event Date</b>	Square area of N&S Public Sq, N&S Church St, N&S Maple St, W&E Main St 10/25/2025
<b>Event Time</b>	5:00 p.m. until 10:00 p.m
<b>Period for Beer to be Served</b>	5:00 p.m. until 10:00 p.m.
<b>Nature and Purpose of Event</b>	Annual Breast Cancer Fundraiser
<b>Approximate Number of Persons Expected to Attend</b>	1500
<b>Special Event Permit Approved?</b>	No
<b>Application Completed Properly?</b>	Yes
<b>Internal Revenue Letter Provided?</b>	Yes

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

**No Attachments.**

