

**MURFREESBORO CITY COUNCIL**  
**Workshop Meeting Agenda**  
**Airport Business Center – 11:30 AM**  
**July 11, 2024**

**Public Comment on Actionable Agenda Items**

**Action Items**

1. Reeves Rogers Administration Addition Construction Contract (Project Development)
2. HVAC/Roof/Window Replacement Contract for 316 Robert Rose Drive (Water Resources)
3. Salem Hwy Phase 3 - Sewer Easement Offers (Water Resources)

**Workshop Items**

4. Retail Liquor Store Certificate of Compliance Annual Report (Finance)
5. Public Records Request Annual Report (Finance)
6. FY24 City Manager Approved Budget Amendments (Finance)
7. CIP Transfers (Finance)
8. May 2024 Dashboard (Administration)

**Board & Commission Appointments**

9. Historic Zoning Commission (Administration)

**Licensing**

**Payment of Statements**

**Other Business**

**Adjourn**

# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

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**Item Title:** Reeves-Rogers Administration Addition Construction Contract

**Department:** Project Development

**Presented by:** Scott Elliott, Manager of Project Development

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider approving the contract for the administration addition to Reeves-Rogers Elementary School and reallocation of County Shared Bond proceeds.

**Staff Recommendation**

Approve the contract with Romach, Inc. Approve reallocation of County Shared Bond proceeds. The MCS Board recommended approval of the contract on June 25, 2024.

**Background Information**

This project will consist of a 4,000 square foot administration addition, 600 square feet of renovation, a new exterior entrance canopy, and aesthetic improvements to the existing building. These modifications will provide a secured access entry point to the school and provide upgrades for administrative and student support. Public Bids were held through Murfreesboro’s Purchasing Department with Romach, Inc. being the most responsive and responsible bid at \$2,795,800. This includes an Owner’s Contingency of \$50,000, to be used solely at the Owner’s discretion.

The FY24 CIP allocated \$2m of County Shared Bond proceeds for this project. A reallocation of \$795,800 is requested to fully fund this project.

**Council Priorities Served**

*Maintain public safety*

The new addition will increase school security by creating a more controlled access entry point to the school campus.

**Fiscal Impact**

The expense, \$2,795,800 is funded by available county shared bonds.

**Attachments**

1. Architect’s Recommendation to Award Contract and Bid Tabulation.
2. Construction Contract with Romach, Inc.
3. County Shared Bond CIP Reallocation



**Johnson + Bailey Architects P.C.**

June 13, 2024

Marina Rush, Purchasing Analyst  
City of Murfreesboro Purchasing Department  
111 West Vine Street  
Murfreesboro, TN 37130

Re: Administration Addition at  
Reeves Rogers Elementary School  
Murfreesboro, TN  
J+B No. 2204

Marina,

This document is to serve as the Architect's letter of recommendation concerning the bid opening for the above referenced project conducted at 2:00 PM on this date. A low bid of \$2,795,800.00 was submitted by Romach, Inc.

We have reviewed the low bid and accompanying documents and find them to be in conformance with the bidding requirements listed in the Project Manual.

Johnson + Bailey Architects has worked with Romach on several past successful projects, including Ceiling Renovations at Mitchell-Neilson Elementary School constructed last summer. They provide quality on-site supervision, and their management team works proactively, addressing problems before they become critical.

Based on the above, it is the Architect's recommendation that the Owner accept the apparent low bid of \$2,795,800.00 from Romach, Inc.

Sincerely,

JOHNSON + BAILEY ARCHITECTS P.C.

R. Lyle Lynch, Architect

cc: Cathy Smith  
Megan Strode  
Scott Elliott  
James Hill

**Bid Tabulation Sheet**  
**For**  
**ITB-36-2024 (REEVES ROGERS SCHOOL ADMINISTRATION ADDITIONS)**

Contractors	Bid Form Price \$	GC License	Iran Divest./ Israel Non-Boycott	Non-Collusion Affidavit	Affidavit Drug Free Workplace	Subsurface Investigation	References	Signature Sheet	Vendor Info Sheet	Bid Bond
Romach Inc	2,795,800	√	√	√	√	√	√	√	√	√
Stacker Building Group	2,849,675.82	√	√	√	√	√	√	√	√	√
Thrash Construction	2,881,216	√	√	√	√	√	√	√	√	√
WE O'Neil Construction	3,169,337	√	√	√	√	√	√	√	√	√

Recommend Award to: Romach Inc.  
 Amount of: \$2,795,800  
 Bid Opened by: Marina Rush/ Purchasing Analyst



## NOTICE OF AWARD

<b>Owner:</b>	City of Murfreesboro	<b>Owner's Contract No.:</b>	
<b>Contractor:</b>	Romach, Inc.	<b>Owners's Project No.:</b>	ITB-36-2024
<b>Architect:</b>	Johnson + Bailey Architects, PC	<b>Architect's Project No.:</b>	2204
<b>Project:</b>	Administration Addition at Reeves Rogers Elementary School	<b>Contract Name:</b>	Administration Addition at Reeves Rogers Elementary School
		<b>Effective Date of Contract:</b>	

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### TO CONTRACTOR:

You are notified that Owner has accepted your Bid dated **June 13, 2024**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the above-mentioned Project.

The Contract Price of the awarded Contract is \$2,795,800.00 based on the bid submitted on **June 13, 2024**. 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 basis, as applicable.

The Total Contract Price of the awarded Contract is \$2,795,800.00. The Contract includes an Owner's Contingency of \$50,000.00, to be used solely at the Owner's 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 basis, 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 with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in Exhibit A to the General Conditions of the Contract. Payment and Performance bonds should be dated June 21, 2024.
2. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Upon Receipt and Approval of the required bid security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

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**Owner:** City of Murfreesboro

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



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 11 day of July in the year 2024  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee  
111 West Vine Street  
Murfreesboro, Tennessee 37130

and the Contractor:  
*(Name, legal status, address and other information)*

Romach, Inc.  
170 Reynolds Road  
Franklin, TN 37064

for the following Project:  
*(Name, location and detailed description)*

Administration Addition at Reeves-Rogers Elementary School  
1807 Greenland Dr, Murfreesboro, TN 37130  
J+B No. 2204  
ITB-36-2024

The Architect:  
*(Name, legal status, address and other information)*

Johnson + Bailey Architects, P.C.  
100 East Vine Street  
City Center, Suite 700  
Murfreesboro, TN 37130

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**User Notes:**

(1244688492)

**TABLE OF ARTICLES**

<b>1</b>	<b>THE CONTRACT DOCUMENTS</b>
<b>2</b>	<b>THE WORK OF THIS CONTRACT</b>
<b>3</b>	<b>DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION</b>
<b>4</b>	<b>CONTRACT SUM</b>
<b>5</b>	<b>PAYMENTS</b>
<b>6</b>	<b>DISPUTE RESOLUTION</b>
<b>7</b>	<b>TERMINATION OR SUSPENSION</b>
<b>8</b>	<b>MISCELLANEOUS PROVISIONS</b>
<b>9</b>	<b>ENUMERATION OF CONTRACT DOCUMENTS</b>

**EXHIBIT A INSURANCE AND BONDS****ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

Phase 1 – July 15, 2024 and be completed on or before July 2, 2025

Phase 2 – October 14, 2024 and be completed on or before July 2, 2025

Phase 3 – May 30, 2025 and be completed on or before July 2, 2025

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.

Init.

[ X ] By the following date: July 2, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Million Seven Hundred Ninety-Five Thousand Eight Hundred Dollars (\$ 2,795,800.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Contingency Allowance	\$50,000.00
Quantity Allowances	10 Cubic Yards for mass excavation and removal from site of unsuitable soil below depths and quantities indicated
	5 Cubic Yards for trench excavation and removal from site of unsuitable soil below depths and quantities indicated
	15 Cubic Yards for shot rock placed where unsuitable soil is removed below depths and quantities indicated

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Mass excavation and removal from site of unsuitable soil below depths and quantities indicated	Cubic Yards	\$68.00
Trench excavation and removal from site of unsuitable soil below depths and quantities indicated	Cubic Yards	\$315.00
Shot rock placed where unsuitable soil is	Cubic Yards	\$131.00



removed below depth indicated

#### **§ 4.5 Liquidated Damages**

**§ 4.5.1** Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fail to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$2,000.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

**§ 4.5.2** Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

#### **§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 4.6.1** The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

### **ARTICLE 5 PAYMENTS**

#### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

**§ 5.1.3** Provided the Application for Payment and all required supporting documentation is received by the Architect not later than the fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 [Intentionally omitted.]

Init.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the *(Paragraphs deleted)* daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

AIA Document A201™–2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.

User Notes:

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Scott Elliott, Project Development Manager  
111 West Vine Street  
Murfreesboro, TN 37130  
Tel: (615) 642-3228  
Email: selliott@murfreesborotn.gov

or his designee as indicated in writing from time to time.

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

Nathan Morgan, Vice President  
Romach, Inc.  
170 Reynolds Drive  
Franklin, TN 37064  
Phone: 615-794-8224  
Email: nmorgan@romachconst.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

Init.

/

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor’s Insurance and Bonds Requirements
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, including Addendum A, Contractor’s Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 [Intentionally Omitted]

.5 Drawings

Number	Title	Date	Pages
Section 00 01 15	Drawing Index	April 18, 2024	2

.6 Specifications

Section	Title	Date	Pages
Section 00 01 10	Table of Contents	April 18, 2024	1

.7 Addenda, if any:

Number	Date	Pages
1	May 13, 2024	5
2	June 6, 2024	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Addendum A, Addendum B, and Exhibit B		April 18, 2024	10

.9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal*

requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Section 00 11 13, Advertisement for Bids (2 pages)
- Section 00 21 13, Instructions to Bidders (8 pages)
- Section 00 41 13, Bid Form (7 pages)
- Sub-surface Acknowledgement Form

This Agreement entered into as of the day and year first written above.

CITY OF MURFREESBORO

**OWNER** (Signature)

Shane McFarland, Mayor  
(Printed name and title)

**BOMAGH, INC.**

**CONTRACTOR** (Signature)

Nathan Morgan Vice President  
(Printed name and title)

APPROVED AS TO FORM:

DocuSigned by:

*Adam F. Tucker*

43A2035E51F9401...

Adam F. Tucker, City Attorney

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:41:23 ET on 07/01/2024.

## PAGE 1

**AGREEMENT** made as of the 11 day of July in the year 2024

...

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee  
111 West Vine Street  
Murfreesboro, Tennessee 37130

...

Romach, Inc.  
170 Reynolds Road  
Franklin, TN 37064

...

Administration Addition at Reeves-Rogers Elementary School  
1807 Greenland Dr, Murfreesboro, TN 37130  
J+B No. 2204  
ITB-36-2024

...

Johnson + Bailey Architects, P.C.  
100 East Vine Street  
City Center, Suite 700  
Murfreesboro, TN 37130

## PAGE 2

Established as follows:

~~(Insert a date or a means to determine the date of commencement of the Work.)~~Phase 1  
– July 15, 2024 and be completed on or before July 2, 2025

Phase 2 – October 14, 2024 and be completed on or before July 2, 2025

Phase 3 – May 30, 2025 and be completed on or before July 2, 2025

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~

## PAGE 3

By the following date: July 2, 2025

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Million Seven Hundred Ninety-Five Thousand Eight Hundred Dollars (\$ 2,795,800.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

<u>Contingency Allowance</u>	<u>\$50,000.00</u>
<u>Quantity Allowances</u>	<u>10 Cubic Yards for mass excavation and removal from site of unsuitable soil below depths and quantities indicated</u>
	<u>5 Cubic Yards for trench excavation and removal from site of unsuitable soil below depths and quantities indicated</u>
	<u>15 Cubic Yards for shot rock placed where unsuitable soil is removed below depths and quantities indicated</u>

...

<u>Mass excavation and removal from site of unsuitable soil below depths and quantities indicated</u>	<u>Cubic Yards</u>	<u>\$68.00</u>
<u>Trench excavation and removal from site of unsuitable soil below depths and quantities indicated</u>	<u>Cubic Yards</u>	<u>\$315.00</u>
<u>Shot rock placed where unsuitable soil is removed below depth indicated</u>	<u>Cubic Yards</u>	<u>\$131.00</u>

**§ 4.5 Liquidated damages, if any: Damages**

~~(Insert terms and conditions for liquidated damages, if any.)~~ **§ 4.5.1** Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fail to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$2,000.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

**§ 4.5.2** Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor’s delays. This provision for liquidated damages for delay shall in no manner affect the Owner’s right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

**PAGE 4**

**§ 4.6.1** The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause



shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

...

**§ 5.1.2** ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

**§ 5.1.3** ~~Provided that an the Application for Payment and all required supporting documentation is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~ fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

**PAGE 5**

Five Percent (5%)

...

**§ 5.1.8** ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017. [Intentionally omitted.]~~

**PAGE 6**

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by ~~the Architect;~~ the Architect;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-build plans, warranties, manuals, and other materials set forth in the Contract Documents.

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

~~—% daily interest rate factor (365 days) of the prime interest rate reported by JP Morgan as of the payment due date.~~

...

[  ] Other (Specify)

AIA Document A201™-2017, General Conditions of the Contract for Construction Addendum B,  
Dispute Resolution Procedures

PAGE 7

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

~~§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)~~

...

Scott Elliott, Project Development Manager  
111 West Vine Street  
Murfreesboro, TN 37130  
Tel: (615) 642-3228  
Email: sellriott@murfreesborotn.gov

or his designee as indicated in writing from time to time.

...

Nathan Morgan, Vice President  
Romach, Inc.  
170 Reynolds Drive  
Franklin, TN 37064  
Phone: 615-794-8224  
Email: nmorgan@romachconst.com

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.~~

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

PAGE 8

.2 AIA Document A101™-2017, Exhibit A, Contractor’s Insurance and Bonds Requirements

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, including Addendum A, Contractor’s Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 Building information modeling exhibit, dated as indicated below:  
 (Insert the date of the building information modeling exhibit incorporated into this Agreement.)[Intentionally Omitted]

...

<u>Number</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Section 00 01 15</u>	<u>Drawing Index</u>	<u>April 18, 2024</u>	<u>2</u>
...			
<u>Section 00 01 10</u>	<u>Table of Contents</u>	<u>April 18, 2024</u>	<u>1</u>
...			
<u>1</u>	<u>May 13, 2024</u>	<u>5</u>	
<u>2</u>	<u>June 6, 2024</u>	<u>3</u>	
...			

Supplementary and other Conditions of the Contract:

...

Addendum A, Addendum B, and Exhibit B April 18, 2024 10

**PAGE 9**

Section 00 11 13, Advertisement for Bids (2 pages)  
Section 00 21 13, Instructions to Bidders (8 pages)  
Section 00 41 13, Bid Form (7 pages)  
Sub-surface Acknowledgement Form

...

CITY OF MURFREESBORO

ROMACH, INC.

...

Shane McFarland, Mayor

Nathan Morgan, Vice President

...

APPROVED AS TO FORM:

Adam

F.

Tucker,

City

Attorney



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Adam F. Tucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:41:23 ET on 07/01/2024 under Order No. 2114504977 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



... creating a better quality of life

**CIP Funds Reallocation Request**

Mr. Tindall:

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

CIP Loan County Shared Bonds

Reallocate CIP funds from:

Reallocate CIP funds to:

Transportation Facility	\$ (795,800.00)	Reeves Rogers Admin Addition	795,800.00
TOTAL TRANSFER	\$ (795,800.00)	TOTAL TRANSFER	\$ 795,800.00

Explanation: To fund Reeves Rogers Admin addition, additional funding is needed. It is requested that \$795,800 be reallocated from Transportation Facility to Reeves Roger Admin Addition increasing the funding to \$2,795,800.

*[Signature]* Budget Director Signature      6-18-24 Date

Approved Electronically by Vicki Massey      6/18/2024  
Reviewed by Finance      Date

Approved  *[Signature]* City Manager

Declined  6-18-24 Date

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

# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

---

**Item Title:** HVAC/Roof/Window Replacement Contract for 316 Robert Rose Drive

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Construction contract for the replacement of the HVAC units, roof, and windows for the new Water Resources Administration Building located at 316 Robert Rose Dr.

**Staff Recommendation**

Approve the construction contract with SBC, including add alternate 1 and deductive alternate 1, subject to Legal Department approval. The Water Resources Board recommended approval of this matter on June 25, 2024.

**Background Information**

The building was built in approximately 2005 and the Department purchased in September of 2022. Prior to the purchase of the building, the only inspection completed was a structural inspection by Bob Warren. During a site visit in August of 2023, CMTA completed an inspection of the HVAC units, duct work, ventilation system and attic. The recommendation was to replace 12 of the 13 HVAC units, as they have reached their useful life as well as provide additional attic ventilation, repair/replace ductwork in the crawlspace and repair the dormers that are leaking. Since this time, through staff and contractor observations, it was determined that most of the windows in the building are non-functional (won't open, won't close if opened and the springs are shot) several are rotted or in a state of disrepair. To avoid having to make these replacements after the move, staff thought it would be best to replace now.

Bids were received on June 5<sup>th</sup>. There were two bids, however, Interstate AC Service only bid on the HVAC portion of the project and was therefore deemed nonresponsive. Stacker Building Group (SBG) was the only responsive and responsible bidder out of 18 prospective bidders.

**Council Priorities Served**

*Responsible budgeting*

Staff believes grouping these replacements into one project created a savings rather than bidding each replacement separately.

**Fiscal Impact**

The expense, or \$728,089, is recommended to come from MWRD's working capital reserves. This expense includes a 10% owner's contingency.

**Attachments**

1. Johnson & Bailey Recommendation
2. SBG Bid





June 20, 2024

Ms. Valerie Smith  
Murfreesboro Water Resources Department  
300 NW Broad St  
Murfreesboro, TN 37130

Re: HVAC and Roofing Renovations at 316 Robert Rose  
J+B No. 2321

Dear Ms. Smith:

A Bid Opening for the referenced project was conducted at 2:00 P.M. on Wednesday, June 5, 2024. We have enclosed a Bid Tabulation dated 06-05-24, outlining the bid results.

Two bids were submitted, however only one bid was responsive. A non-responsive bid was submitted by Interstate AC Service which only covered the HVAC scope and did not include a bid bond.

An apparent low base bid of \$512,414.13 was submitted by Stacker Building Group (SBG). Along with their base bid, SBG submitted the following Alternate Prices:

Add Alternate No. 1:	\$221,820.93
Add Alternate No. 2:	\$37,673.82
Add Alternate No. 3:	\$5,432.50
Deduct Alternate No. 1:	-\$7,390.00

We have reviewed the bid documents for compliance with the bidding specifications and checked references for Stacker Building Group.

After reviewing the bid from SBG, we asked SBG to provide a cost breakdown of their bid prices in the form of a schedule of values. Upon review, we determined that the General Conditions included in the bid by SBG seemed relatively high for the scope of the work. J+B asked SBG to review their General Condition costs and determine if there was room to negotiate those costs down to bring the project within budget.

SBG agreed to reduce the project costs for the base bid and Add Alternate No. 1 if the project schedule could be adjusted to accommodate actual construction and materials lead times. They also proposed removing the \$4,000.00 line item for landscaping, recommending utilization of the Owner's Contingency fund for any landscape repairs required. Conditions of the reduction in costs are as follows:

- Reroof and HVAC to be substantially complete within 2 months from Notice to Proceed, contingent on Owner-supplied equipment arriving prior to Notice to Proceed
- Add Alternate No. 1 Work (Window Replacement) to be completed within 112 days of Notice to Proceed, contingent on Architect/Owner review of window submittals is limited to 14 days or fewer.
- The contractor will request any landscape repairs be funded from the project contingency.

Proposed revised costs from SBG are as follows:

Revised Base Bid:	\$483,078.62
Revised Add Alternate No. 1:	\$186,210.89

Based upon the above, we recommended acceptance of the reduced proposal as provided by Stacker Building Group.

It is our understanding that MWRD would like to accept Add Alternate No. 1 and Deduct Alternate No. 1. Final contract amount would be calculated as follows:

Base Bid:	\$483,078.62
Add Alternate No. 1:	\$186,210.89
<u>Deduct Alternate No. 1:</u>	<u>(\$7,390.00)</u>
Total:	\$661,899.51
<u>Apply 10% Owner's Contingency Allowance:</u>	<u>\$66,189.95</u>
Contract Sum:	\$728,089.46

If you have any additions or corrections to the above, please advise.  
Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.



Keaton S. Pettit, AIA

Attachments: Bid Tabulation Form, dated 06-05-24  
SBG Bid Form, dated 06-05-24  
Revised SBG Proposal, dated 06-19-24



*City of Murfreesboro 316 Robert Rose Proposal  
July 03, 2024*

PREPARED FOR:  
**City of Murfreesboro Tennessee**

CITY OF MURFREESBORO  
111 West Vine Street  
Murfreesboro, TN 37130

PREPARED BY:  
**Sebastian Balint**

STACKER BUILDING GROUP  
1648 Westgate Circle, Suite 300  
Brentwood, TN 37027



## **SCOPE OF WORK**

City of Murfreesboro 316 Robert Rose  
316 Robert Rose Drive  
Murfreesboro, TN 37129

Printed: 07/03/2024

### **Detailed notes explaining our attached Bid Proposal dated on 07/03/2024.**

#### **General Bid Notes**

- This revised proposal assumes the following:
  1. The roofing and mechanical work will occur during the same 2 month period as with any selected alternates. Please note this will require a revision of the project schedule and associated LDs.
  2. The window lead-time exceeds the schedule in the current RFP construction schedule. Please see the revised alternate work schedule included with the alternate pricing. LDs applicable after 114 days.
  3. This proposal excludes any landscape repairs associated with this scope of work. The contractor will request any landscape repairs be funded from the project contingency.
- All work to be done during normal working hours.



## Base Bid Expanded Report with Profit

City of Murfreesboro 316 Robert Rose  
316 Robert Rose Drive  
Murfreesboro, TN 37129

Printed: 07/03/2024

Description	Total
<b>01 General Conditions</b>	
Jobsite Mobilization	\$ 500.00
Builders Risk Insurance	\$ 11,782.41
Superintendent	\$ 20,000.00
Project Manager	\$ 10,000.00
Administrative Staff	\$ 3,500.00
Telephone	\$ 500.00
Vehicle Fuel	\$ 1,500.00
Temp Water	\$ 100.00
Temp Toilet	\$ 1,150.00
Office Supplies	\$ 250.00
Postage	\$ 150.00
Reproduce Drawings	\$ 250.00
Rental Equipment	\$ 1,500.00
Drinking Water & Ice	\$ 500.00
Safety	\$ 300.00
Dumpster Rental	\$ 2,000.00
Final Cleanup	\$ 10,000.00
Punchlist	\$ 1,500.00
<b>01 General Conditions - Subtotal</b>	<b>\$ 65,482.41</b>
<b>02 Site Work</b>	
Landscaping	\$ 0.00
<b>02 Site Work - Subtotal</b>	<b>\$ 0.00</b>
<b>03 Concrete</b>	
Concrete	\$ 4,000.00
<b>03 Concrete - Subtotal</b>	<b>\$ 4,000.00</b>
<b>06 Carpentry</b>	
Wood Framing	\$ 1,800.00
Countertops	\$ 289.08
<b>06 Carpentry - Subtotal</b>	<b>\$ 2,089.08</b>
<b>07 Moisture &amp; Thermal Protection</b>	
Roofing	\$ 151,254.60
Flashing and Sheet Metal	\$ 2,000.00
Caulking	\$ 2,000.00

Description	Total
<b>07 Moisture &amp; Thermal Protection - Subtotal</b>	<b>\$ 155,254.60</b>
<b>09 Finishes</b>	
Painting	\$ 6,000.00
<b>09 Finishes - Subtotal</b>	<b>\$ 6,000.00</b>
<b>15 Mechanical</b>	
HVAC	\$ 210,000.00
<b>15 Mechanical - Subtotal</b>	<b>\$ 210,000.00</b>
<b>16 Electrical</b>	
Electrical	\$ 12,975.40
<b>16 Electrical - Subtotal</b>	<b>\$ 12,975.40</b>
<b>17 Others</b>	
Building Permit	\$ 600.00
<b>17 Others - Subtotal</b>	<b>\$ 600.00</b>
<b>Total Detail</b>	<b>\$ 456,401.49</b>
Labor Burden	\$ 0.00
Sales Tax	\$ 0.00
General Liability	\$ 0.00
Permit	\$ 0.00
<b>Sub Total</b>	<b>\$ 456,401.49</b>
OH	\$ 0.00
Profit	\$ 26,677.13
<b>Total</b>	<b>\$ 483,078.62</b>
Cost/Sq. Foot	\$ 24.15



## Alternate Report

City of Murfreesboro 316 Robert Rose  
316 Robert Rose Drive  
Murfreesboro, TN 37129

Printed: 07/03/2024

Alternate	Total
<b>Alternate 1</b>	
<b>Add Alternate 1 - Replace existing building windows as indicated on drawings as "Add Alternate No. 1" condition.</b>	<b>\$ 186,210.89</b>
Per plans and specifications with the following exceptions:	
<ul style="list-style-type: none"><li>• Adjustment of the project timeline to match the following Pella Windows schedule:<ul style="list-style-type: none"><li>• Submittal Preparation: 2 weeks</li><li>• Submittal Review: 2 weeks</li><li>• Manufacturing: 6 weeks</li><li>• Installation: 4 weeks</li><li>• Punchlist/Clean - 0 weeks (concurrent with installation)</li><li>• Total Duration: 114 days. LDs per contract applicable after 114 days from award.</li></ul></li></ul>	
<b>Alternate 2</b>	
<b>Add Alternate 2 - Install security glazing laminate at ground floor windows as indicated on drawings as "Add Alternate No. 2"</b>	<b>\$ 37,673.82</b>
Per plans and specifications	
<b>Alternate 3</b>	
<b>Add Alternate 3 - Remove existing window shutters as indicated on the drawings as "Add Alternate No. 3" condition</b>	<b>\$ 5,432.50</b>
Per plans and specifications	
<b>Alternate 4</b>	
<b>Deduct Alternate No. 1 - Remove Seven (7) roof dormers in lieu of re-siding roof dormers as indicated on drawings as "Deduct Alternate No. 1" condition.</b>	<b>- \$ 7,390.00</b>
Per plans and specifications	
<b>Total</b>	<b>\$221,927.21</b>

# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

---

**Item Title:** Salem Hwy Phase 3 – Sewer Easement Offers

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider sanitary sewer easement purchase offers for permanent and temporary construction easements in conjunction with Salem Highway (SR99) widening.

**Staff Recommendation**

Approve the offers with up to a 10% administrative settlement or, should negotiations fail to reach a timely settlement, authorize condemnation of the easements.

**Background Information**

TDOT has designed the Salem Hwy Phase III widening of Salem Hwy beginning at Cason Lane and extending to just west of Veterans Parkway. This project is taking the septic field lines of three properties; therefore, TDOT has asked the Department to design two sewer main extensions to serve an existing convenience store, a residence, and a church to avoid having to relocate them. The easements for the convenience store have been obtained; however, the easements necessary to bring sewer to the Church and the residence are still in negotiation. While TDOT is paying for the sewer main extensions through the road widening contract, they will not obtain the necessary sewer easements. Staff has communicated with the property owners, and most are donating the necessary easements, but there are three properties that may require compensation. The easement offers have been valued and submitted to affected property owners based on appraisals provided by TDOT. Due to the project timeline, property acquisition must be completed in a timely manner, including (if necessary), initiating condemnation proceedings.

**Council Priorities Served**

*Expand Infrastructure*

The City’s sewer system will expand along the Salem Hwy corridor with the City contributing only the cost of Engineering design and easements.



**Fiscal Impact**

The cost of the easements, estimated at \$32,400, will be taken from the Department's working capital reserves.

**Attachments**

1. Easement Offer Spreadsheet
2. Project Maps



200 100 0 200  
Feet

Rucker-Donnell  
Foundation

NEW SALEM HWY (HWY 99)

VETERANS PKWY

OV 01 New  
Salem, LLC

Phillip Dodd

Rucker-Donnell  
Foundation

Freewill  
Baptist Church

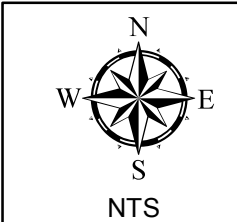
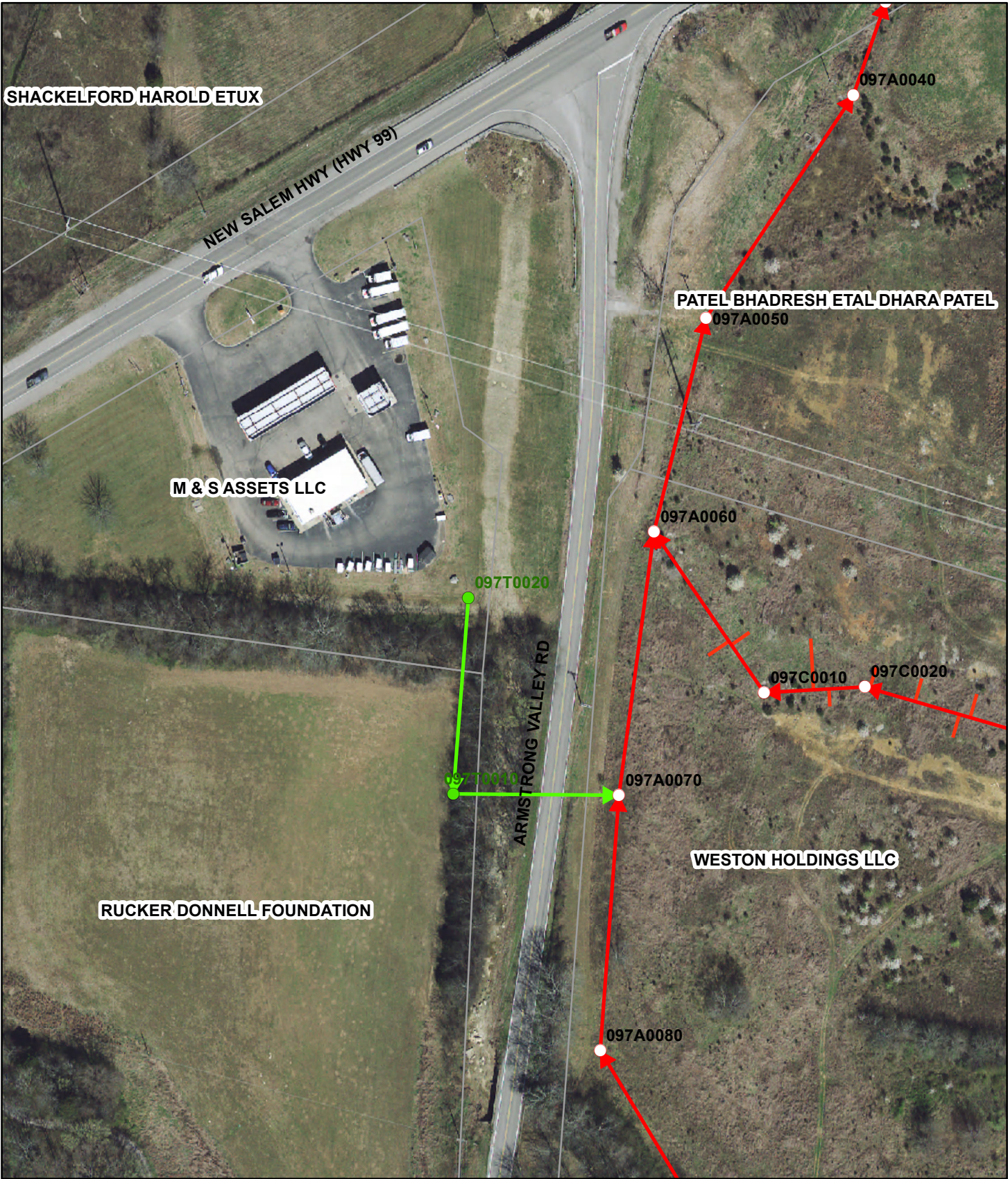
Existing Sewer  
Proposed Sewer



1 Inch = 200 Feet

Murfreesboro Water Resources Department  
Salem Highway - Phase 3  
Sewer Main Extensions





MURFREESBORO WATER AND SEWER DEPARTMENT  
**SALEM HIGHWAY WIDENING  
 PHASE 3**



## COUNCIL COMMUNICATION

**Meeting Date: 07/11/2024**

---

**Item Title:** Retail Liquor Store Certificate of Compliance Annual Report

**Department:** Finance

**Presented by:** Erin Tucker, Budget Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Report of Certificates of Compliance for Retail Liquor Stores as of July 1, 2024.

**Staff Recommendation**

The annual report, pursuant to City Code Chapter 4-10 (D), is provided as information only.

**Background Information**

Annually at the first meeting of City Council following the first day of July, the City Recorder shall report to City Council the total number of licensed retail liquor stores operating within the City as of that date and the total number of additional retail liquor stores, if any, that could be approved to operate within the City under this section. As of July 1, 2024, the City's population estimate increased to 165,430 and the number of retail liquor stores was as follows:

- Licensed Retail Liquor Stores: 26
- Total Certificates of Compliance: 33
- Total Certificates of Compliance issued: 32
- Total Certificates of Compliance available: 1

The City Recorder will begin accepting applications for the additional opening for the Certificate of Compliance on August 1, 2024. Applications must be complete before they are accepted.

**Attachments**

None

## COUNCIL COMMUNICATION

**Meeting Date: 07/11/2024**

---

**Item Title:** Public Records Request Annual Report

**Department:** Finance

**Presented by:** Erin Tucker, Budget Director

**Requested Council Action:**

Ordinance

Resolution

Motion

Direction

Information

---

### **Summary**

Report of Public Record Requests for Fiscal Year 2024.

### **Staff Recommendation**

The annual report, pursuant to Resolution 21-R-27, is provided as information only.

### **Background Information**

On June 22, 2017, Council adopted a Public Records Policy for the City in compliance with State law. The process is managed within the City Recorder's office with coordination of all departments of the City and reliance on the Legal Department for guidance as needed. Chris Yeager, as the City Recorder's designee, is currently coordinating the record requests, and provided information of the requests received for the past five fiscal years:

- Fiscal Year 2024: 1742
- Fiscal Year 2023: 1022
- Fiscal Year 2022: 844
- Fiscal Year 2021: 509
- Fiscal Year 2020: 555

As the number of requests grow, it may be necessary to add a software component for tracking the requests.

### **Attachments**

None

# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

---

**Item Title:** FY24 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Amanda DeRosia, Interim Finance Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Other General Government

For outside legal counsel. Move \$750,000 from Unforeseen Contingencies to Legal Department Legal Services & Expenses.

For the completion of camera installation at Solid Waste including additional conduit and power to position cameras on the scale house. Move \$7,500 from Unforeseen Contingencies to Solid Waste Machinery & Equipment.

For additional construction expenses for the skate park. Move \$142,500 from Unforeseen Contingencies to Parks & Recreation Department Parks & Recreation Facilities.

Facilities Maintenance

To move the personnel and operating budgets associated with the employees transferred to the Facilities Maintenance department. Move \$375,485.70 from various Administration personnel and operating accounts to the corresponding Facilities Maintenance personnel and operating accounts.

Golf

Funds for a small shed are no longer needed, rather these funds will be used to purchase needed equipment. Moved \$15,000 from Old Fort Golf Building Expense to Old Fort Golf Machinery & Equipment.

Street

For the purchase of a 14' Power Cutter Saw for the ROW Construction crew. Move \$1,000 from Miscellaneous Expense to Machinery & Equipment.

Planning

To purchase a laptop for a new hire. Move \$1,213 from Repair & Maint. Furniture & Machine to Computer Equipment.

**Council Priorities Served**

*Responsible budgeting*

Inter-Fund budget amendments reallocate resources in an efficient manner.

**Fiscal Impact**

The transfers within the General Funds will have no effect on fund balance.

**Attachments**

Detailed Inter-Fund Budget Requests





... creating a better quality of life

**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Org 10130008  
Object 599909  
Acct Name Unforeseen Contingencies  
Amount \$750,000.00

Move funds to:

Org 10114008  
Object 525200  
Acct Name Legal Services & Expenses

Explanation: For outside legal council.

Jennifer Blair  
Department Head Signature

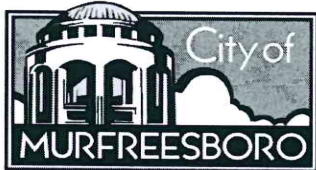
4/5/2024  
Date

Amanda DeRosia  
Reviewed by Finance

04/05/2024  
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4.8.24</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Org 10130008  
Object 599909  
Acct Name Unforeseen Contingencies  
Amount \$7,500.00

Move funds to:

Org 10314009  
Object 594000  
Acct Name Machinery & Equipment

Explanation: For completion of camera installation at Solid Waste. Additional conduit and power needed to position cameras on scale house.

*Janita Brun*  
Department Head Signature

4/30/2024  
Date

*Amanda DeRosia*  
Reviewed by Finance

04/30/2024  
Date

Approved	<input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>4.30.24</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Org 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$142,500.00

Move funds to:

Org 10413009

Object 593700

Acct Name Parks & Recreation Facilities

Explanation: For additional Skate Park expenditures

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amanda DeRosia  
Department Head Signature

6/28/2024  
Date

Reviewed by Finance \_\_\_\_\_

Date \_\_\_\_\_

Approved

Declined

[Signature]  
City Manager

6/28/2024  
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Org Administration

Object See the attached list

Acct Name \_\_\_\_\_

Amount \$ 375,485.70

Move funds to:

Org Facilities

Object See the attached list

Acct Name \_\_\_\_\_

Explanation: To move the personnel and operating budget associated with the employees transferred to the Facilities Maintenance Department.  
\_\_\_\_\_  
\_\_\_\_\_

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

Amanda DeRosia  
Reviewed by Finance

04/19/2024  
Date

Approved

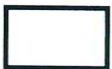


[Signature]  
City Manager

Date

4-19-24

Declined

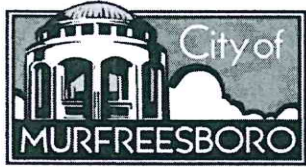


Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

From:

ORG	OBJECT	ACC NAME
10111007	511100	Salary - Full-Time - Regular
10111007	511400	Longevity
10111007	513201	Annual Holiday Gift
10111007	514100	Social Security & Medicare Tax
10111007	514200	Hospital and Health Insurance
10111007	514203	Dental Insurance - Delta
10111007	514300	Defined Benefit Plan
10111007	514301	Defined Contribution Plan
10111007	514500	LTD & Life Insurance
10111008	524501	Cell Phone
10111008	526101	Fleet - Repair & Maintenance
10111008	533100	Gas, Oil, Diesel, Grease, Etc.

To:			AMOUNT
ORG	OBJECT	ACC NAME	
10120007	511100	Salary - Full-Time - Regular	268,591.65
10120007	511400	Longevity	1,980.00
10120007	513201	Annual Holiday Gift	150.00
10120007	514100	Social Security & Medicare Tax	20,710.21
10120007	514200	Hospital and Health Insurance	45,510.23
10120007	514203	Dental Insurance - Delta	1,439.17
10120007	514300	Defined Benefit Plan	18,559.49
10120007	514301	Defined Contribution Plan	13,259.91
10120007	514500	LTD & Life Insurance	1,506.27
10120008	524501	Cell Phone	1,418.78
10120008	526101	Fleet - Repair & Maintenance	860.00
10120008	533100	Gas, Oil, Diesel, Grease, Etc.	1,500.00
			<hr/>
			375,485.70



T E N N E S S E E

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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Org 10414209

Object 592000-DA21

Acct Name Building Expense

Amount \$15,000.00

Move funds to:

Org 10414209

Object 594000-DA21

Acct Name Machinery & Equipment

Explanation: Funds for a small shed are no longer needed, rather these funds will be used to purchase needed equipment.

[Signature]  
Department Head Signature

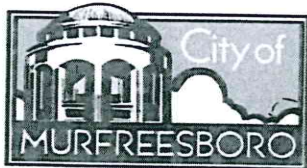
5/8/24  
Date

Amanda DeRosia  
Reviewed by Finance

05/08/2024  
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>05/09/2024</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Move funds to:

Org 10315008  
Object 599900  
Acct Name Miscellaneous Expense  
Amount \$1,000.00

Org 10315009  
Object 594000  
Acct Name Machinery and Equipment

Explanation: Requesting to transfer funds to purchase a 14' Power Cutter Saw for our ROW Construction crew. This will replace a saw of like kind that was deemed unrepairable.

[Signature]  
Department Head Signature

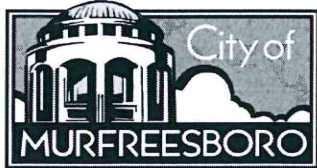
6/3/2024  
Date

Amanda DeRosia  
Reviewed by Finance

06/03/2024  
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6-4-24</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



T E N N E S S E E

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**Inter-Fund Budget Amendment Request**

Mr. Tindall,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2024

Move funds from:

Org 10119008

Object 526300

Acct Name Repair & Maint Furniture & Machine

Amount \$1,213.00

Move funds to:

Org 10119009

Object 594702

Acct Name Computer Equipment

Explanation: To purchase a laptop for new hire.

[Signature]  
Department Head Signature

6/18/2024  
Date

Amanda DeRosia  
Reviewed by Finance

06/18/2024  
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6.18.24</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

---

**Item Title:** CIP Transfers  
**Department:** Finance  
**Presented by:** Lesley Short, Assistant Finance Director

---

## 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 Schedule
2. CIP Funds Transfer Request – General Fund/2021 Bond/2024 CIP

**Funds Available by Loan Before Transfer**

July, 2024

<u>Project</u>	<u>21 Bond Available Funds</u>	<u>General Fund Available Funds</u>	<u>2024 CIP Available Funds</u>	<u>County Shared Bonds Available Funds</u>	<u>MCS General Fund Available Funds</u>	<u>TOTAL Available Funds</u>
Skate Park		196,336				196,336
Towne Creek		7,852				7,852
Bridge Avenue and Kings Highway Imprv			60			60
Barfield Crescent Park Expansion	196,336					196,336
Cherry Lane Phase 2	7,852					7,852
Cherry Lane Phase 2	60					60
<b>Total</b>	<b>204,248</b>	<b>204,188</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>408,496</b>

**Funds Available by Loan After Reallocation**

July, 2024

<u>Project</u>	<u>21 Bond Available Funds</u>	<u>General Fund Available Funds</u>	<u>2024 CIP Available Funds</u>	<u>County Shared Bonds Available Funds</u>	<u>MCS General Fund Available Funds</u>	<u>TOTAL Available Funds</u>
Skate Park	196,336					196,336
Towne Creek	7,852					7,852
Bridge Avenue and Kings Highway Imprv	60					60
Barfield Crescent Park Expansion		196,336				196,336
Cherry Lane Phase 2		7,852	60			7,912
<b>Total</b>	<b>204,248</b>	<b>204,188</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>408,496</b>



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**CIP Funds Transfer Request**

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

CIP Loan General Fund / 2021 Bond / 2024 CIP

Transfer CIP funds from:		Transfer CIP funds to:	
Skate Park (General Fund)	(196,336.38)	Barfield Crescent Park Exp (Gen Fund)	196,336.38
Barfield Crescent Park Exp (2021)	(196,336.38)	Skate Park (2021)	196,336.38
Town Creek (General Fund)	(7,852.40)	Cherry Lane 2 (General Fund)	7,852.40
Cherry Lane 2 (2021)	(7,852.40)	Town Creek (2021)	7,852.40
Bridge Ave and Kings Hwy Imprv (2024)	(60.12)	Cherry Lane 2 (2024)	60.12
Cherry Lane 2 (2021)	(60.12)	Bridge Ave and Kings Hwy Imprv (2021)	60.12
<b>TOTAL TRANSFER</b>	<b>(408,497.80)</b>	<b>TOTAL TRANSFER</b>	<b>408,497.80</b>

Explanation: To facilitate spending down the 2021 Bond, it is requested that the above listed projects that are funded with the General Fund and the 2024 CIP be swapped with the same projects in the 2021 Bond.

Vicki J Massey Reviewed by Finance      6/27/24 Date

Approved	<input checked="" type="checkbox"/>	<u>Amanda DeRosa</u> Interim Finance Director
Declined	<input type="checkbox"/>	<u>6/28/2024</u> Date

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

# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

---

**Item Title:** May 2024 Dashboard  
**Department:** Administration  
**Presented by:** Erin Tucker, Budget Director

---

## Summary

May 2024 Dashboard packet

## Background Information

Dashboard information includes relevant Financial, Building & Codes, Risk Management 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. May 2024 Dashboard
2. May Impact Fee Report
3. City Schools May Dashboard

# MAY 2024 DASHBOARD

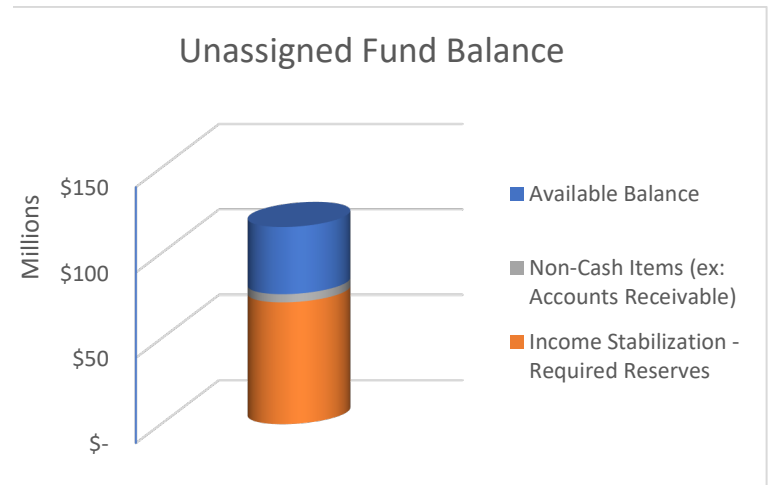
## FUND BALANCE

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.

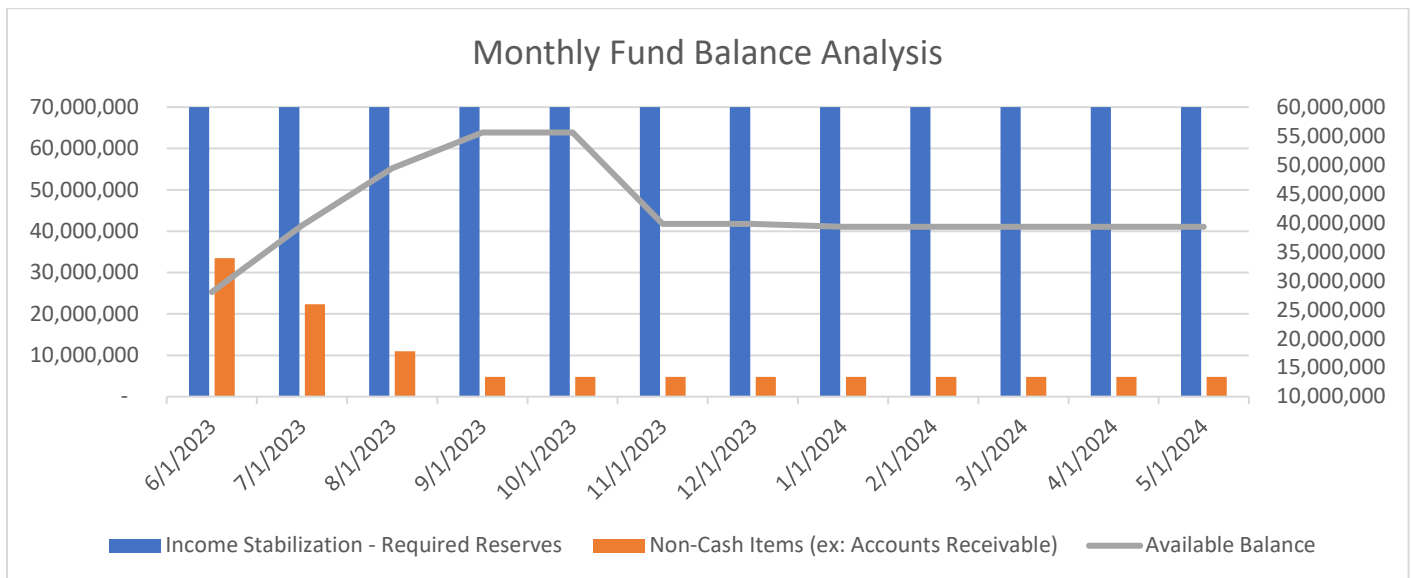
The graph and chart below reflects the total Unassigned Fund Balance categorized by required reserves, non-cash items, and available balance. The maximum reserve (30% of General Fund operating revenues) is used. These amounts are unaudited.

Unassigned Fund Balance	
5/31/2024	
Available Balance	39,323,975
Non-Cash Items (ex: Accounts Receivable)	4,804,460
Income Stabilization - Required Reserves	71,400,000
	<b>115,528,435</b>

May	
PY Carryforward	622,820
One-time	465,000
Unforeseen	826,115
FY24 CIP	15,000,000
Legal Expenses	500,000
	<b>17,413,935</b>



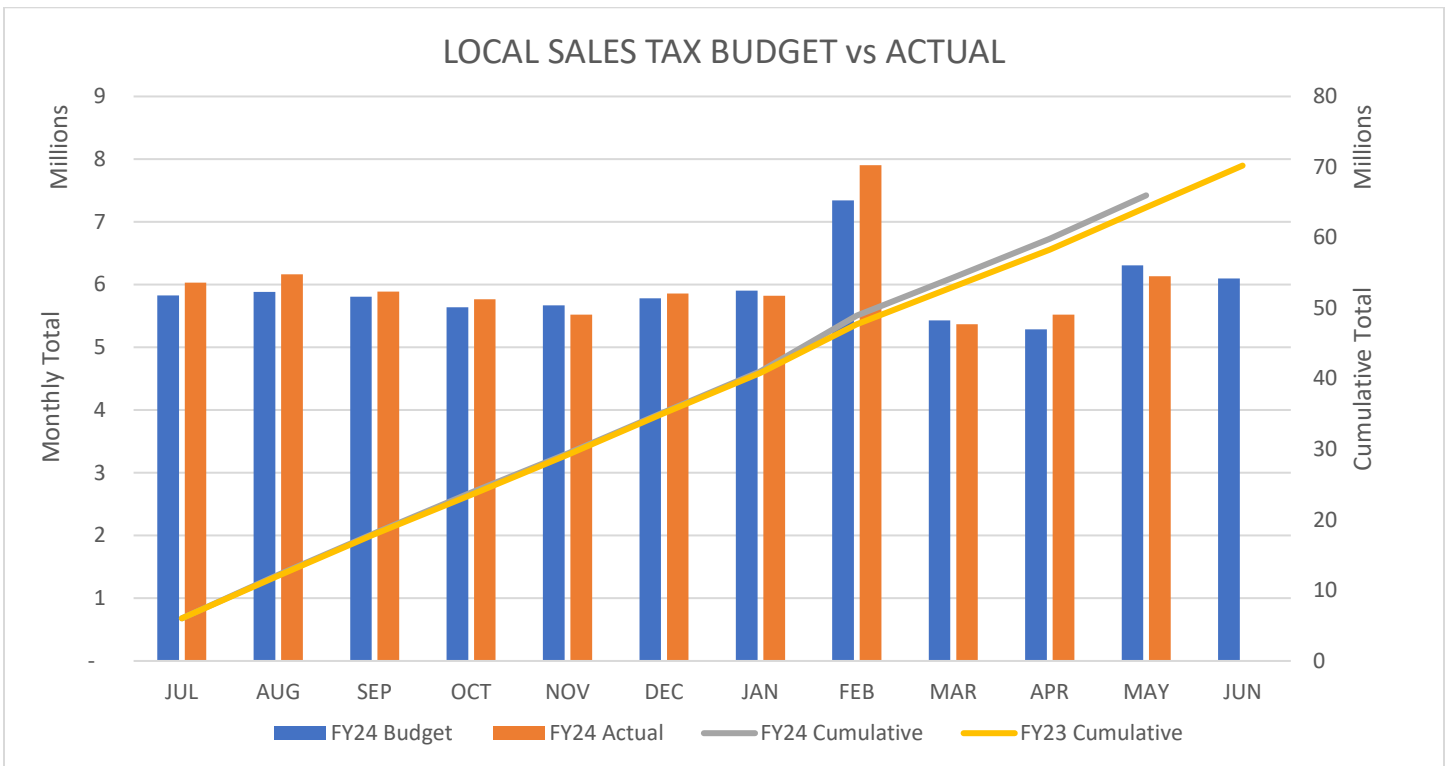
The chart below displays the changes in use of Unassigned Fund Balance by month.



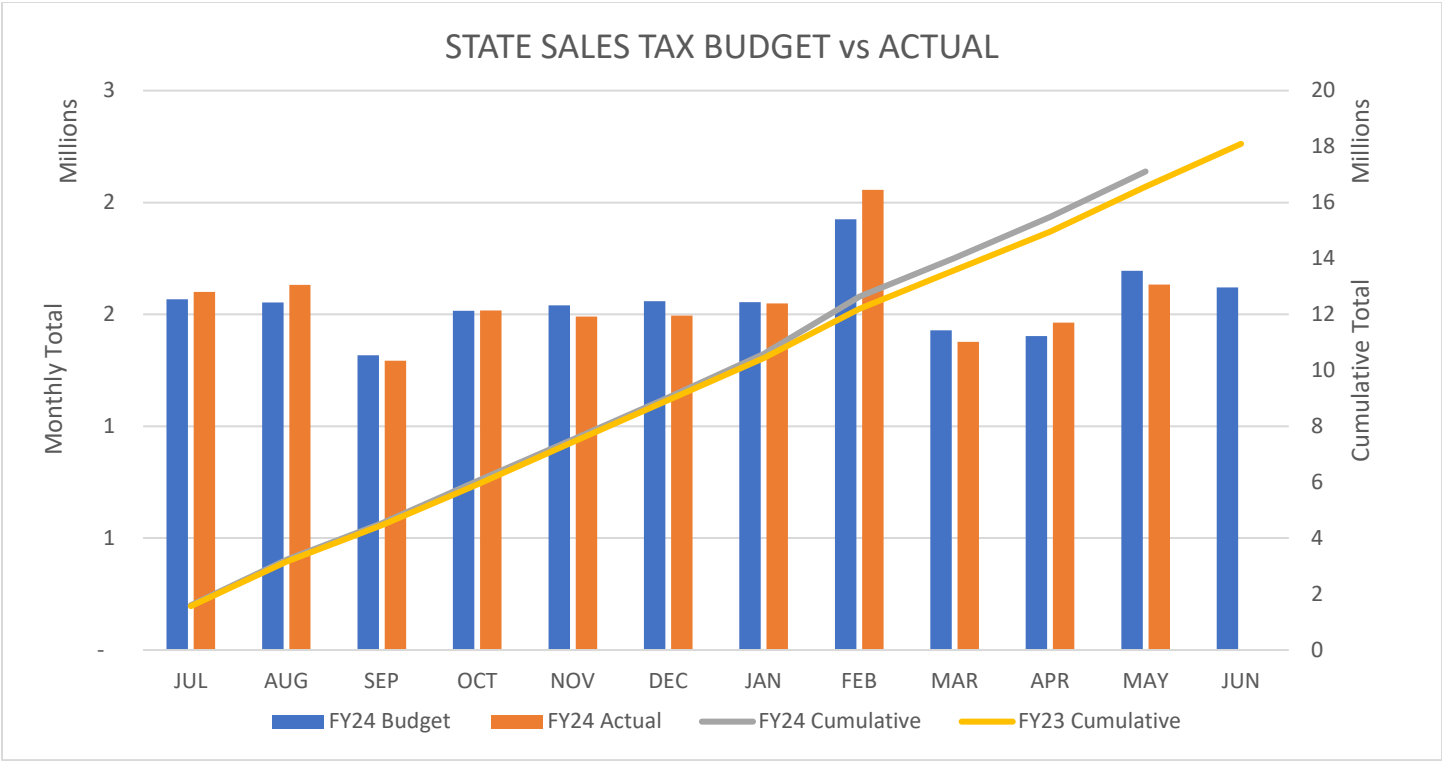
## REVENUES



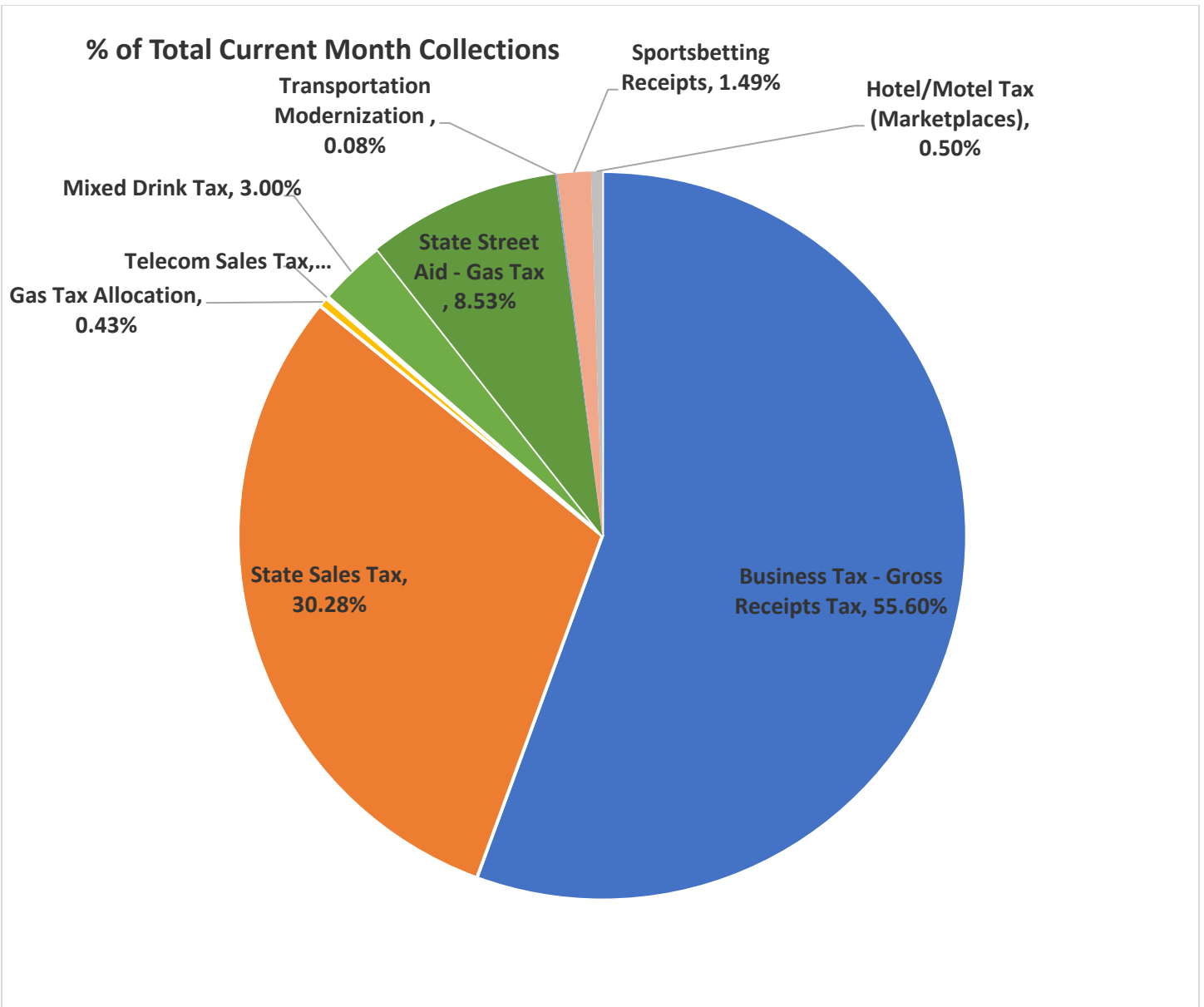
Property Tax notices were be mailed in early October. The FY24 budget reflects a 2.7% increase over FY23, while actual results came in slightly higher at 3.03% over FY23.



FY24 Local Sales Tax collections were budgeted flat with FY23 budgeted amounts. FY23 fell short of budgeted expectations by \$672k on accrual basis and \$779k on cash basis. May 2024 receipts (reflecting March sales) reflect \$165k more (2.8% increase) than May 2023 receipts. For the year, this revenue shows a \$1.7m (2.7%) cumulative increase over FY23 and are up from budgeted projections by \$1.1m (1.7%).

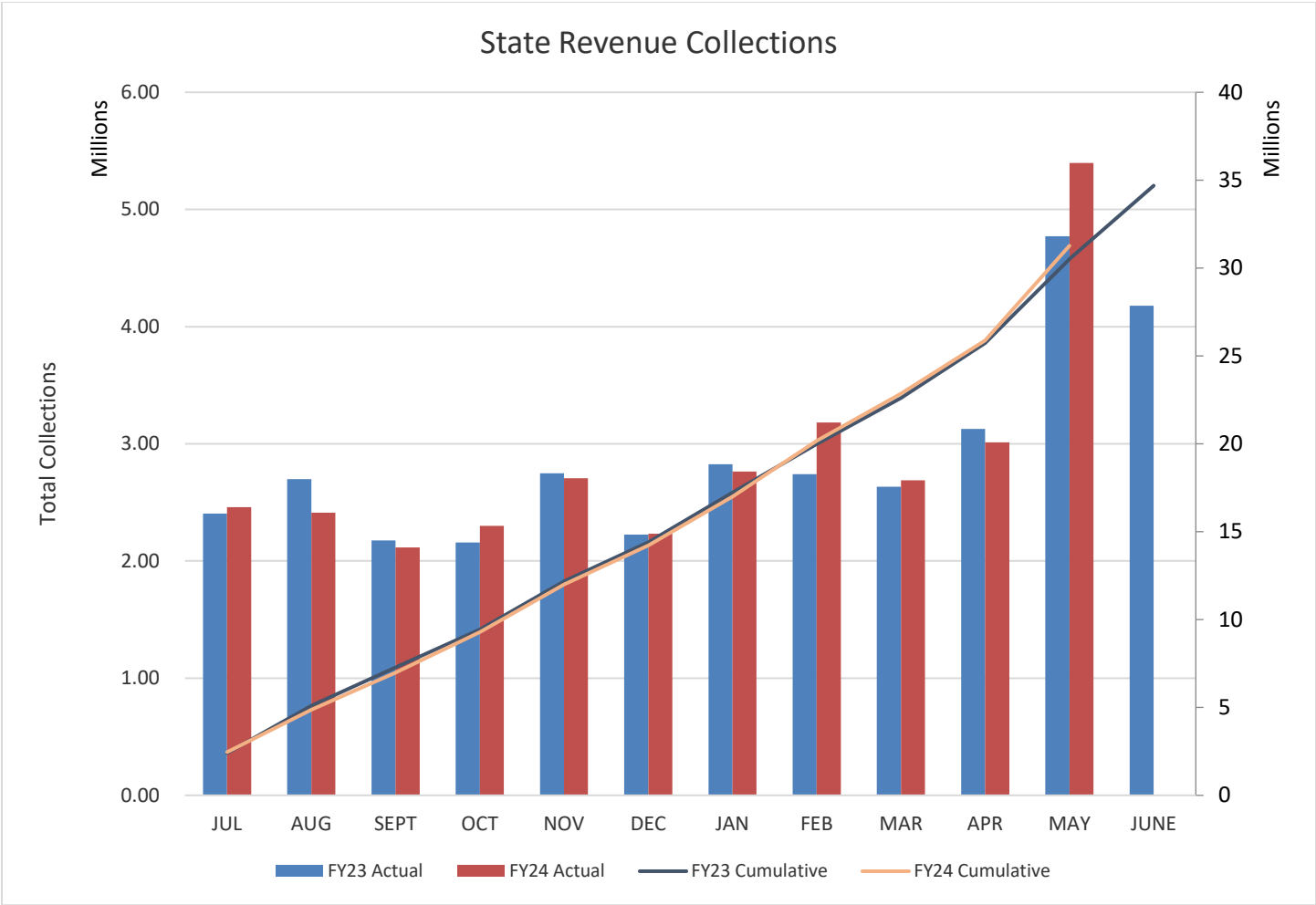


FY24 State Sales Tax collections were budgeted at 2% over FY23. May receipts, for March sales, were up 1.3% compared to last year. Cumulative results show approximately 3.3% growth for the year compared to last year. This revenue source is being closely monitored.



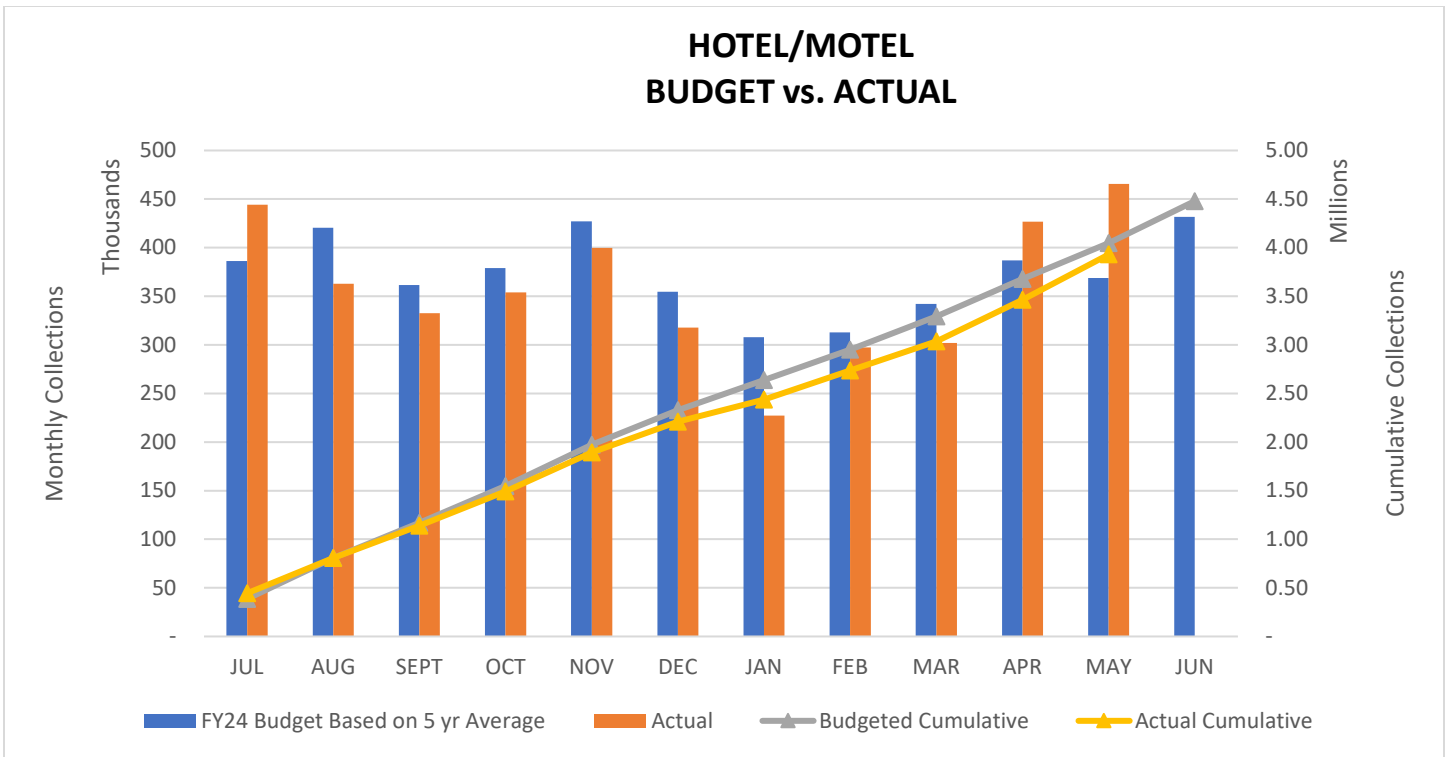
For May, Sales Tax made up 30% of State revenues. Business Tax receipts made up 56%. State Street Aid (restricted to road improvements) made up 9% of the month's receipts. Mixed Drink tax totaled 3% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.





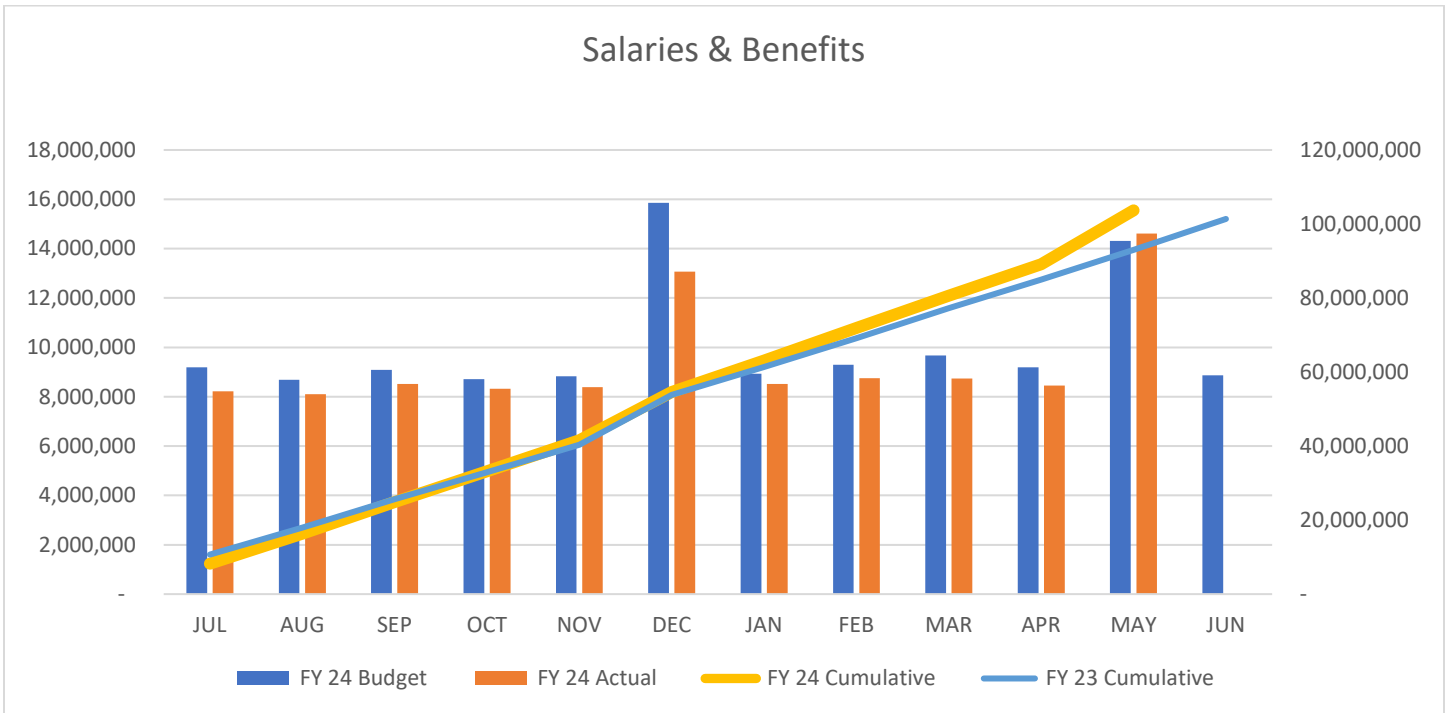
Overall, State Shared Revenue collections showed a 13% increase compared to May 2023. Business License (Gross Receipts) Taxes are up 23% (\$552k) for the month but cumulatively are showing a drop compared to last year of 2% (\$105k). While this tax can fluctuate depending on when returns are filed, there were also changes to the filing requirements that have impacted revenues. Sales Taxes receipts reflect growth of 1.3% increase as compared to May 2023. Mixed drink taxes are up 2% for the month but down 4% cumulatively compared to last year. State Street Aid Gas Tax reflects a 3% increase compared to May 2023 and flat cumulative results. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

## HOTEL/MOTEL BUDGET vs. ACTUAL



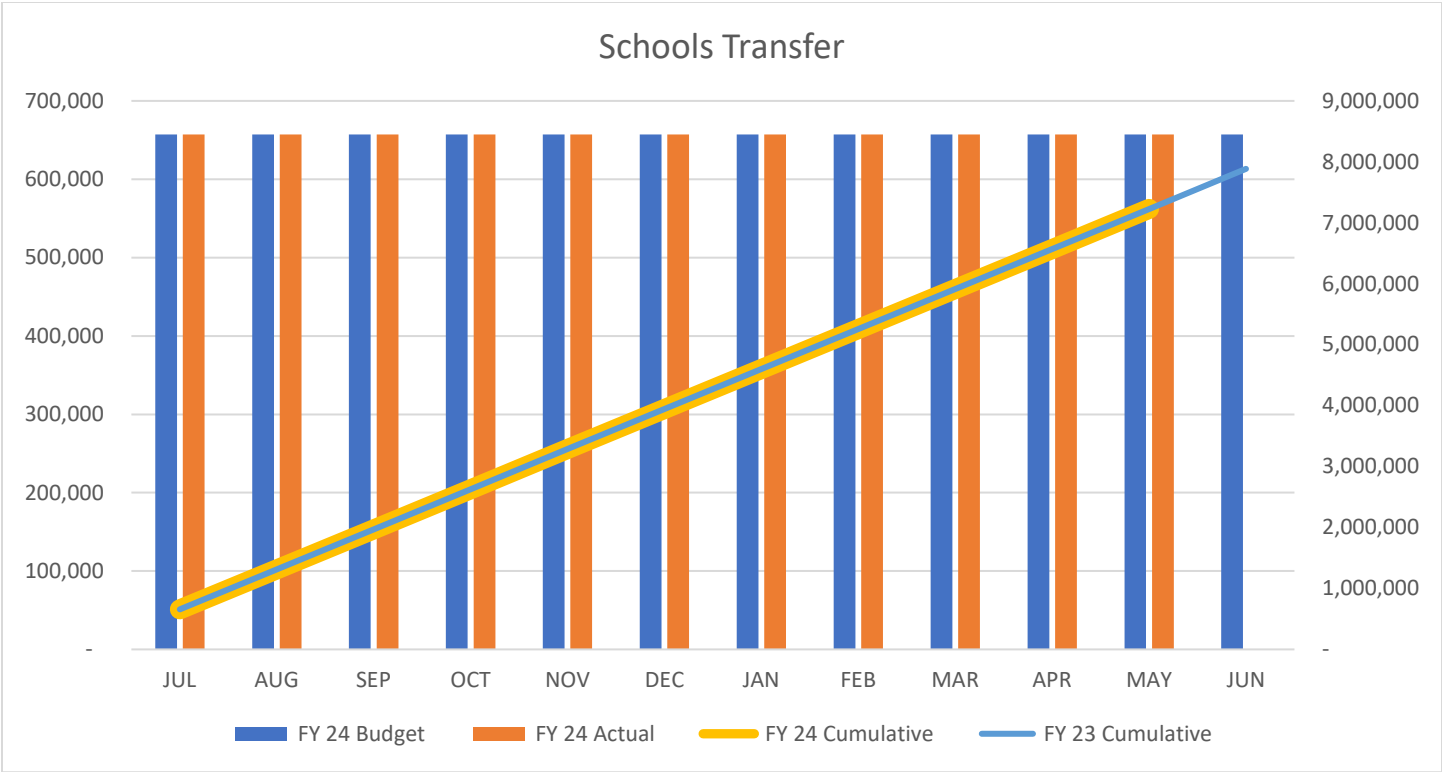
FY24 Hotel/Motel Taxes were budgeted to include a 3% increase over FY23 budget. May results reflect a 48% increase compared to last year for the month, and a 3% cumulative budget deficit. The Finance Department will conduct an audit of the City's hotels and motels in the coming year to ensure accurate and timely reporting.

## EXPENSES

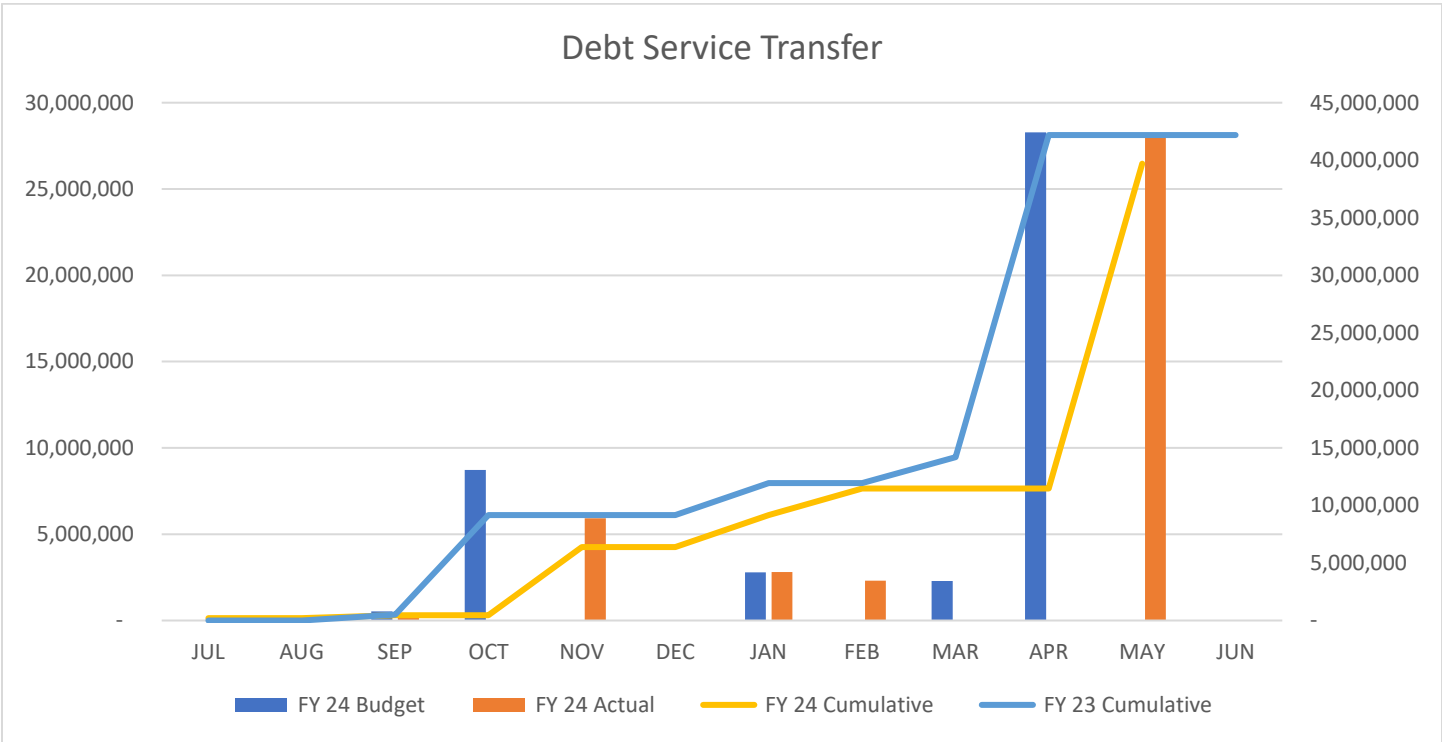


Salaries & Benefits make up more than 40% of General Fund’s budget. The FY24 budget included 16 additional full-time positions, increasing full-time approved positions from 1,086 to 1,102 positions. Mid-year, an additional Deputy Police Chief position and a new IT Business Systems Manager was added, bringing the total number of approved positions to 1,104.

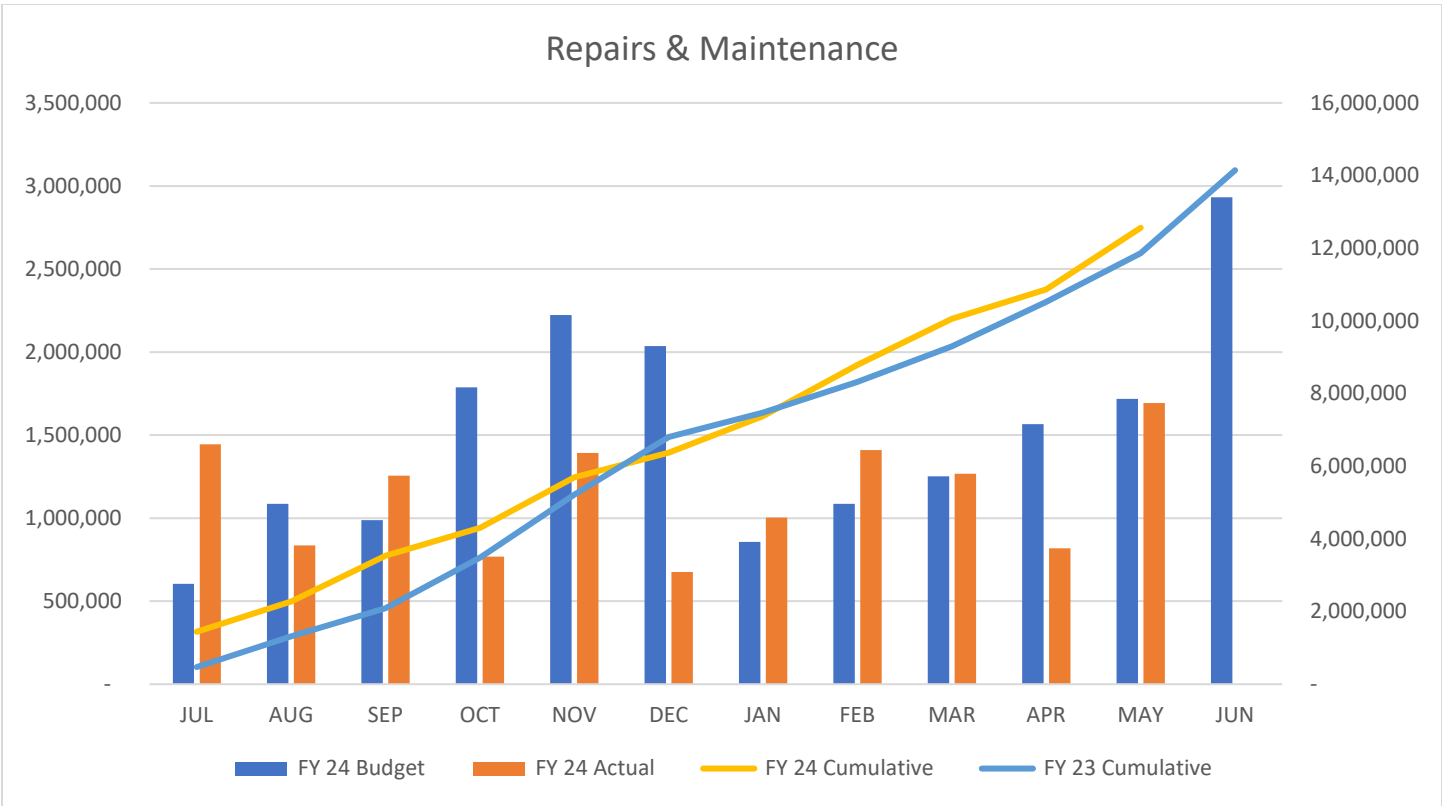
As of 5/31/24, there were 1,029 filled full-time positions and 75 vacancies (an increase of 7 vacancies from last month). Police had 35 open positions at the end of May, including 23 sworn officer positions, down from 27 sworn vacancies in April. The spike on this month’s graph is related to the annual workers compensation insurance payment of \$1.8m. Last year’s payment occurred in December, but this year’s payment was processed in May. Overall, salary savings are down compared to budget by 7.2% and up over last year by 11.5%. When workers compensation expenses are excluded, May results are flat compared to last month, with Salaries & Benefits running 8.9% under budget compared to 8.6% in April. Compared to last year, cumulative results are also up 9.5%. In addition, Fire Rescue received a Federal Training grant to cover the cost of overtime in the department related to paramedic training courses, causing this line item to be inflated by \$1.3m.



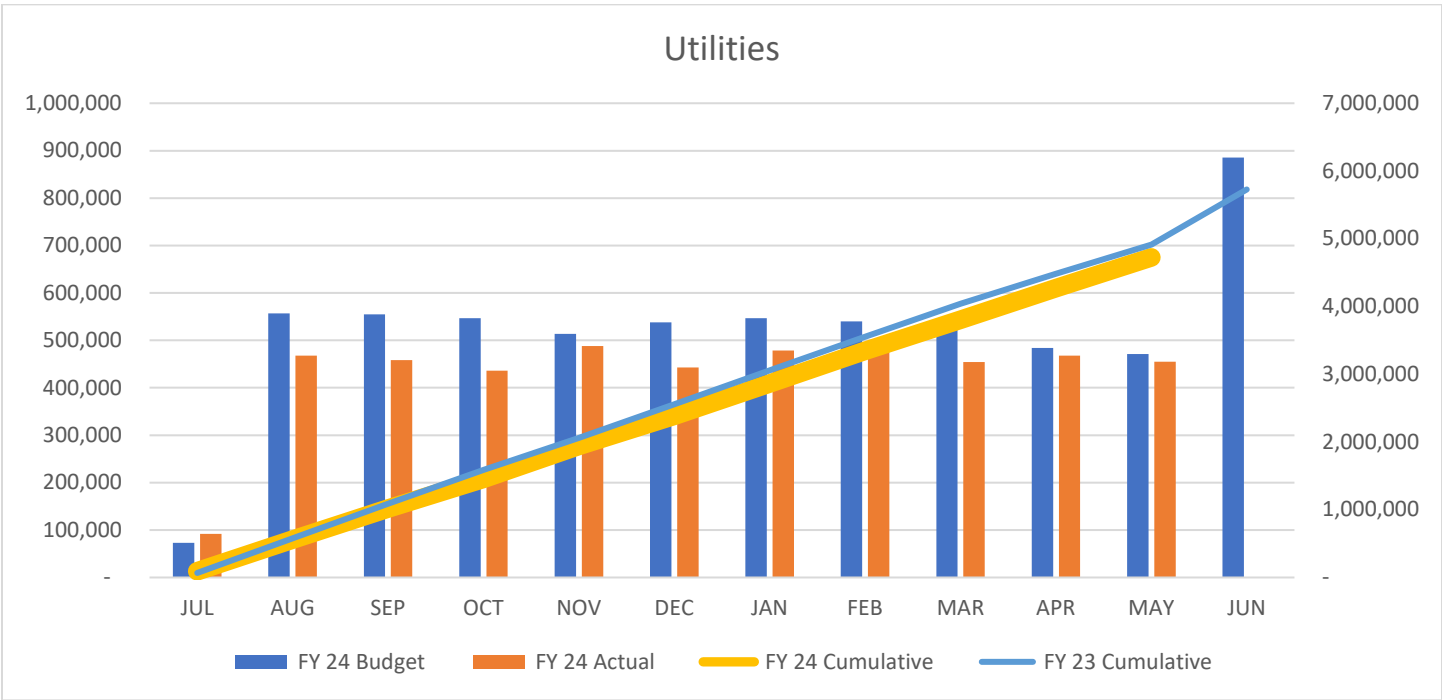
Transfers to City Schools makes up 3% of General Fund’s budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



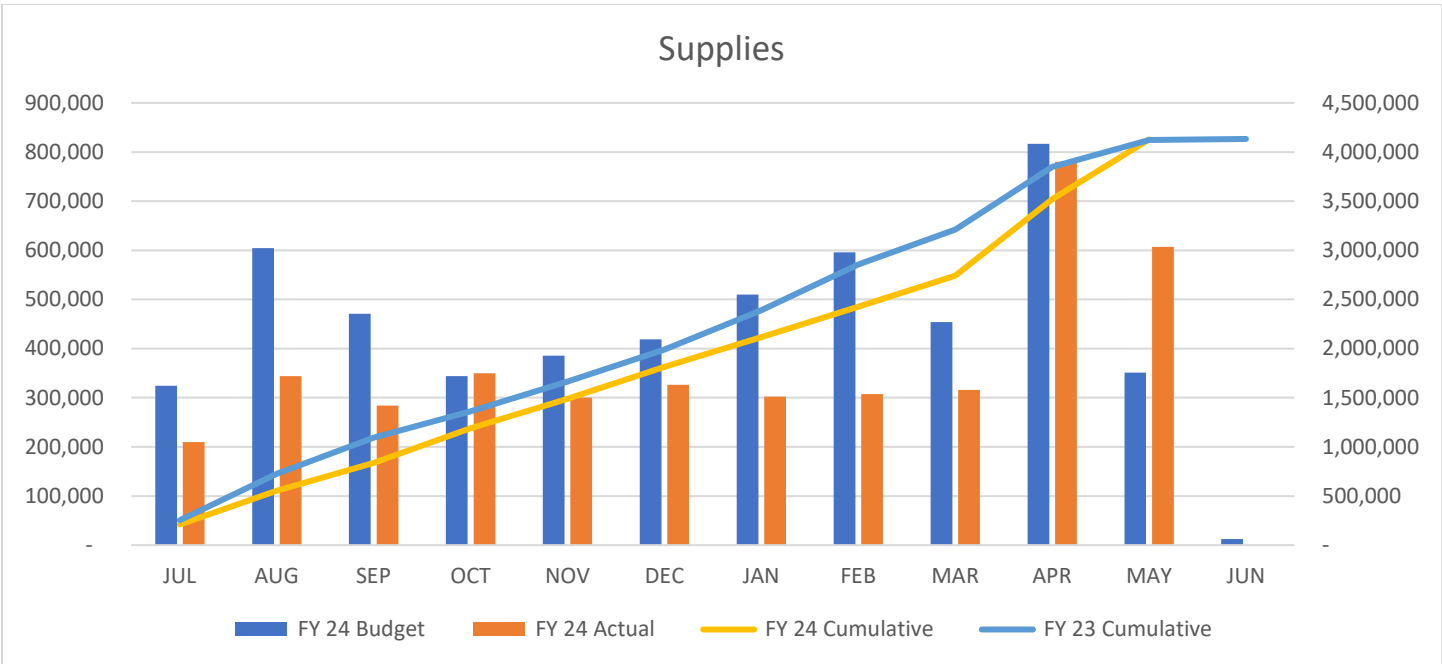
Budgeted Debt Service makes up 15% of General Fund’s budget. Since there were no additional borrowings or debt roll-off scheduled for this year, the budgeted Debt Service Transfer is flat compared to FY23. A bond issuance is anticipated for FY25, with resulting debt service impacting the FY25 budget.



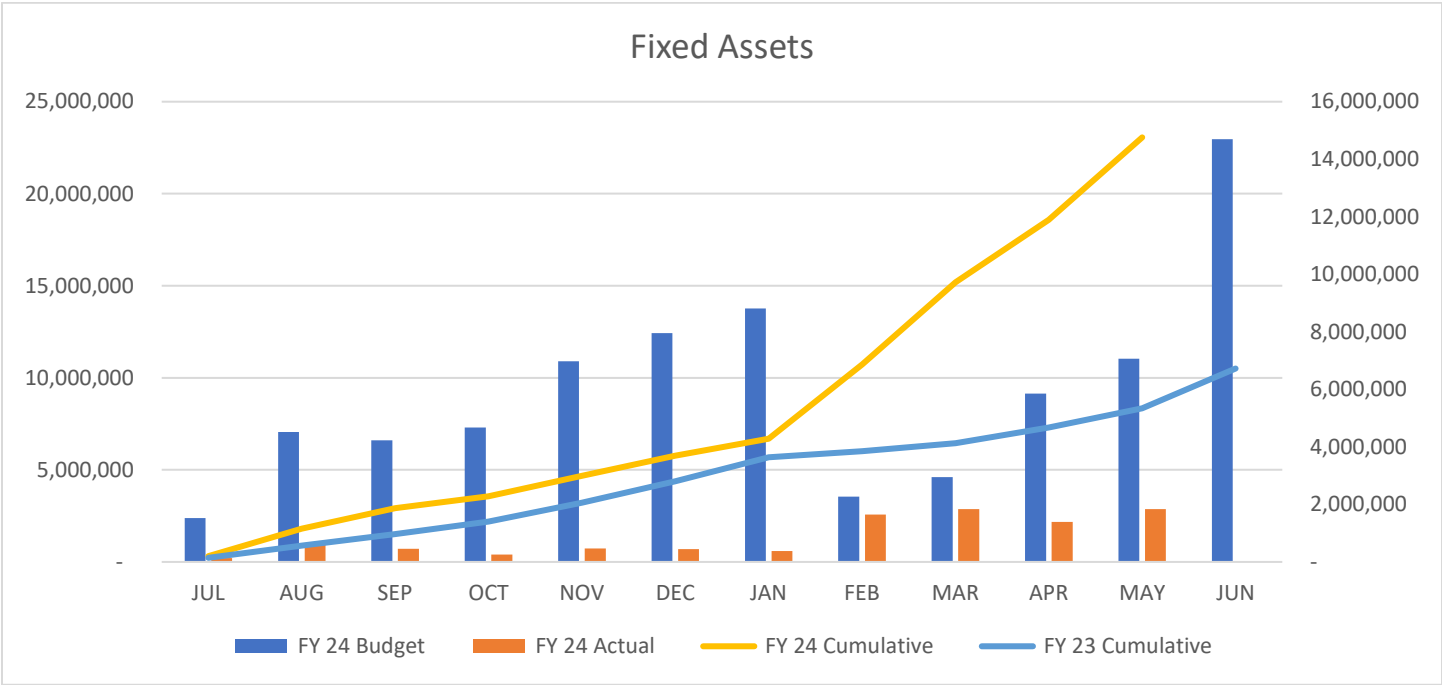
Repairs & Maintenance make up 6% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) (\$4.2M), fleet services (\$5M), and Police R&M for radios, mobile data terminals, etc. (\$1M). State Street Aid R&M of streets, markings and right of way totals \$1M. 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 are up 6% compared to last year through May. Overall, costs are down 17% compared to budget for the year.



Utilities make up 2% of General Fund’s budget. Results are down 4% as compared to FY23 and are running about \$630k (12%) under budget through May. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Supplies make up 2% of General Fund’s budget. Through April, expenses are running 16% under budget and are running flat as compared to last year.



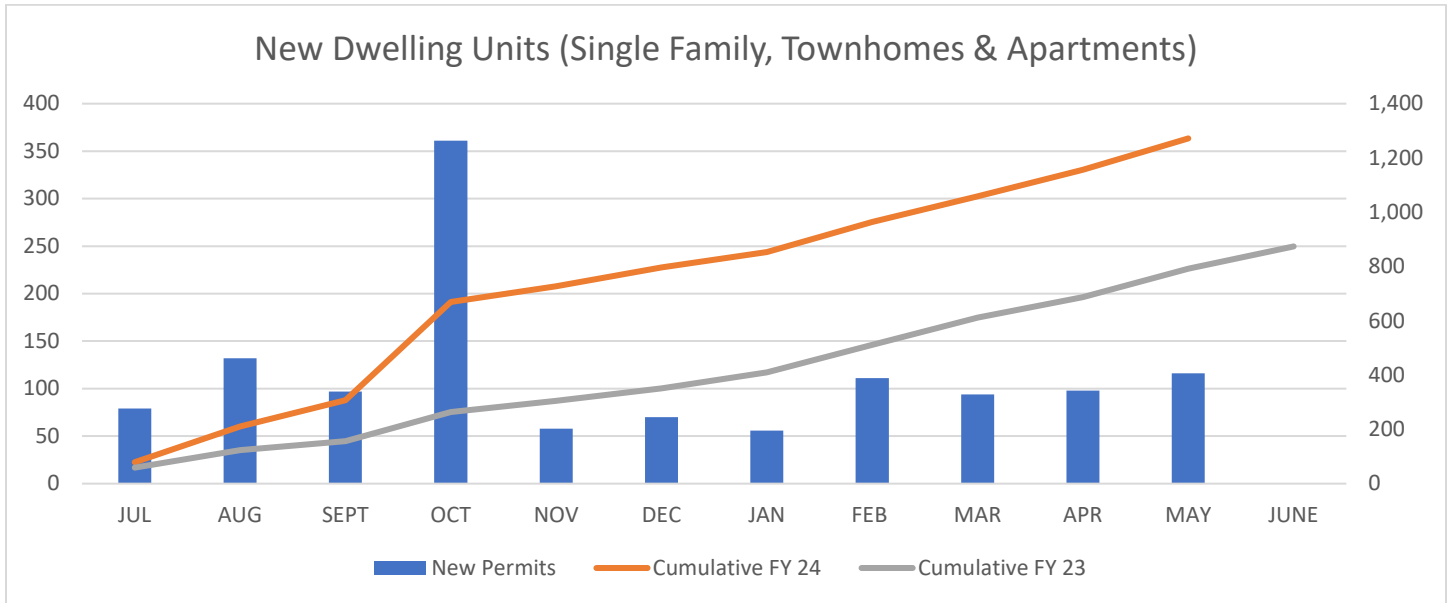
Fixed Assets make up 18% of General Fund’s budget, totaling \$54M These items include:

- \$13.7M – ARPA funded projects
- \$15M – Infrastructure for grant & MED funded road construction
- \$4.8M – Transit Facility
- \$8.0M – Community West Park
- \$5.6M – Towne Creek
- \$911k – Public Safety Equipment
- \$1.8M – Transit Buses
- \$760K – Transit equipment
- \$760k – Skate Park

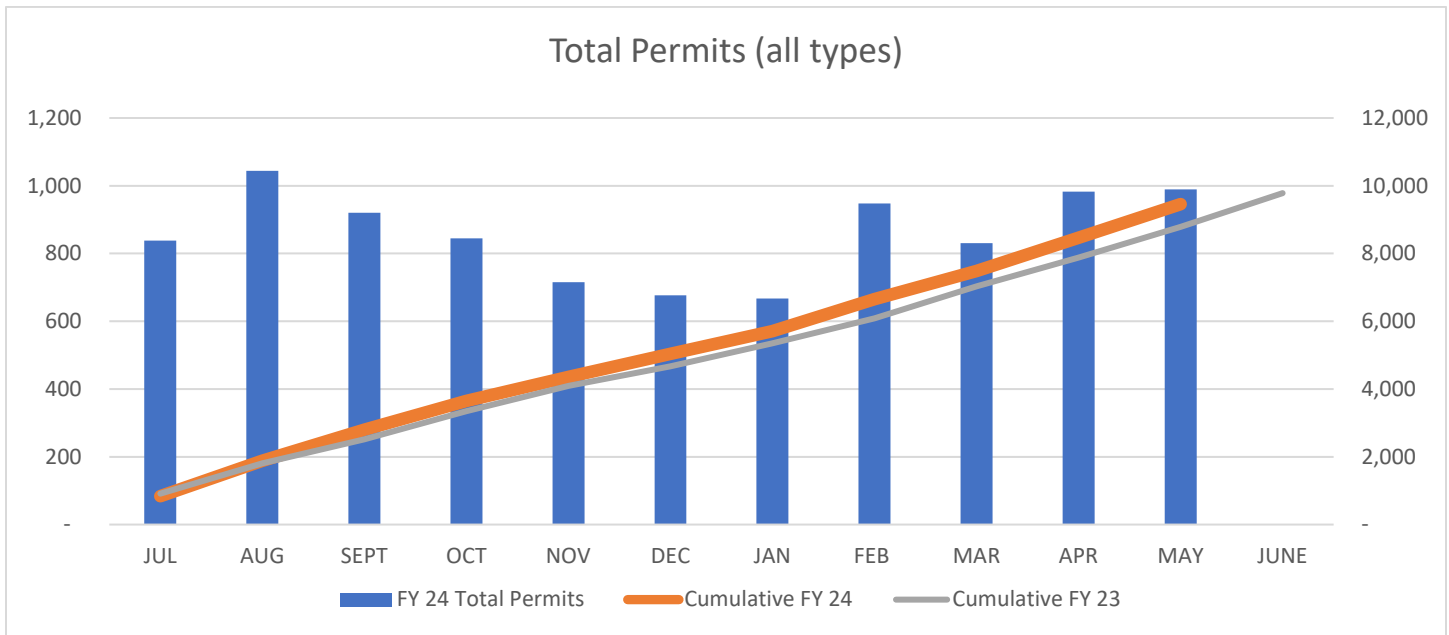
Timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was up 176% compared to last year’s expenses through May but down 83% compared to budget. This is due to delays in construction.

## BUILDING & CODES

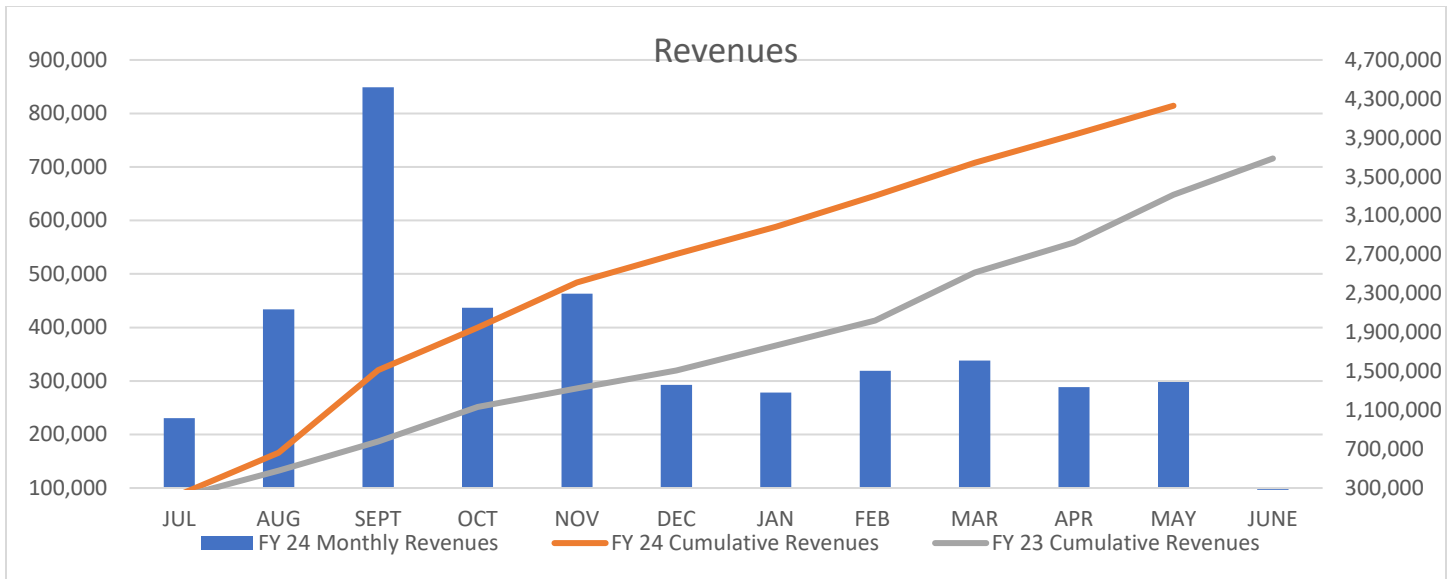
Building & Codes budgeted revenues are flat with FY23 budget and reflect a 63% increase as compared to FY23's actual results. This is largely due to new commercial activity in FY24. Residential activity is showing an increase due to a large apartment complex permit issued in October.



May new dwelling permits reflect a 10% increase from last May for the month and 61% cumulative increase for the year.



Total permits were trending up from last year by 7.6% through May.



Through May, revenues are up 28% as compared to last year.



## **MAY SAFETY REPORT**

The Safety Report will continue when the Safety Officer position is filled.

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

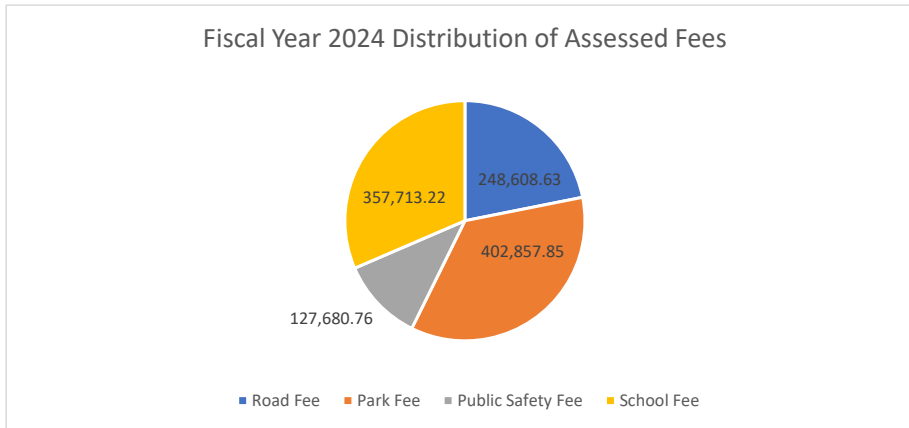
### Month of May 2024

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	213,952.49	46,787.16	75,816.21	24,028.99	67,320.13
SFR-Townhomes	11,338.50	2,479.50	4,017.91	1,273.43	3,567.66
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	-	-	-	-	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
<b>Total</b>	<b>225,290.99</b>	<b>49,266.66</b>	<b>79,834.12</b>	<b>25,302.42</b>	<b>70,887.79</b>

### Fiscal Year 2024 to Date

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	1,136,860.47	248,608.63	402,857.85	127,680.76	357,713.22
SFR-Townhomes	11,338.50	2,479.50	4,017.91	1,273.43	3,567.66
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	-	-	-	-	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
<b>Total</b>	<b>1,148,198.97</b>	<b>251,088.13</b>	<b>406,875.76</b>	<b>128,954.19</b>	<b>361,280.88</b>

Fiscal Year 2024 Distribution of Assessed Fees



# COUNCIL COMMUNICATION

Meeting Date: 7/11/2024

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**Item Title:** May 2024 MCS Cash Flow Statement and Revenue and Expenditure Budget Comparison Reports

**Department:** Murfreesboro City Schools

**Presented by:** Daniel Owens

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

FY24 Cash Flow Statement (May 2024)

FY24 Revenue and Expenditure Budget Comparison Reports (May 2024)

**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**

May 2024 MCS Cash Flow Statement

May 2024 MCS Revenue and Expenditure Budget Comparison Reports

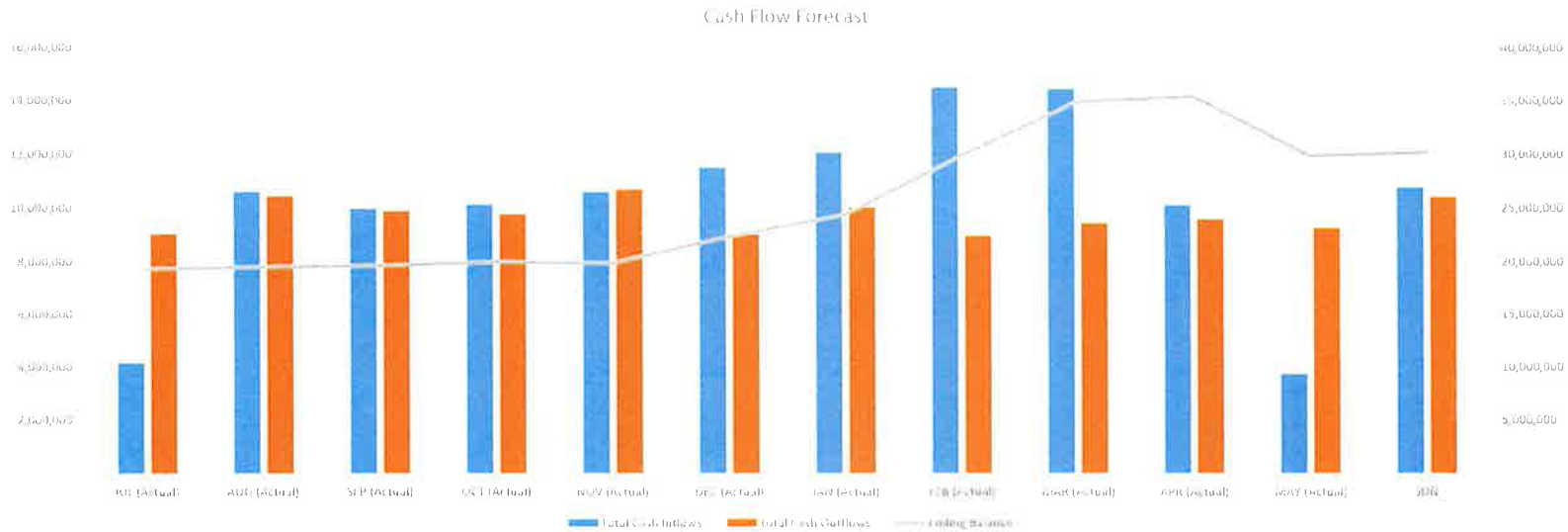
Cash Flow Forecast Schedule \*\*  
FY 2024-General Purpose

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	TOTAL
Cash Receipts	\$ 4,139,430	\$ 10,609,812	\$ 9,986,023	\$ 10,132,605	\$ 10,600,538	\$ 11,491,300	\$ 12,053,432	\$ 14,485,545	\$ 14,430,071	\$ 10,114,824	\$ 3,715,866	\$ 10,777,749	\$ 122,537,195
Loan Proceeds													
Total Cash Inflows	4,139,430	10,609,812	9,986,023	10,132,605	10,600,538	11,491,300	12,053,432	14,485,545	14,430,071	10,114,824	3,715,866	10,777,749	122,537,195
Beg Cash Bal	24,253,399	19,363,390	19,530,386	19,628,115	19,990,004	19,898,529	22,369,238	24,410,611	29,927,105	34,917,424	35,436,390	29,885,786	
Available Cash	28,392,829	29,973,202	29,516,409	29,760,720	30,590,542	31,389,829	34,422,670	38,896,156	44,357,176	45,032,248	39,152,255	40,663,535	
Cash Payments	\$ 9,013,889	\$ 10,427,265	\$ 9,872,743	\$ 9,755,165	\$ 10,676,462	\$ 9,005,040	\$ 9,996,508	\$ 8,953,500	\$ 9,424,201	\$ 9,580,307	\$ 9,219,920	\$ 10,414,069	116,339,069
Debt Service													
Transfers Out	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	46,549	15,551	217,610
Total Cash Outflows	9,029,440	10,442,816	9,888,294	9,770,716	10,692,013	9,020,591	10,012,059	8,969,051	9,439,752	9,595,858	9,266,469	10,429,620	116,556,679
Ending Balance	19,363,390	19,530,386	19,628,115	19,990,004	19,898,529	22,369,238	24,410,611	29,927,105	34,917,424	35,436,390	29,885,786	30,233,915	
Cash Inflows - Outflows	\$ (4,890,009)	\$ 166,996	\$ 97,729	\$ 361,889	\$ (91,475)	\$ 2,470,709	\$ 2,041,373	\$ 5,516,495	\$ 4,990,319	\$ 518,966	\$ (5,550,604)	\$ 348,129	\$ 5,980,516

\*\* 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, 2023 Through May 31, 2024**

<b>TOTAL INCOME</b>	<b>7/1/23 - 5/31/24</b>	<b>\$</b>	<b>91,795,824</b>
<b>TOTAL EXPENSES</b>	<b>7/1/23 - 5/31/24</b>		<b>85,886,644</b>
			<hr/>
	<b>NET INCOME</b>	<b>5/31/24</b>	<b>\$</b>
			<b>5,909,180</b>
			<hr/> <hr/>

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2022-23 BUDGET	2022-23 YTD REV.	2022-23 OVR/(UNDR) BUDGET	2022-23 % Received	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received
1	40110-Current Prop. Tax	15,000,000	15,049,137	49,137	100.3%	15,000,000	13,219,341	(1,780,659)	88.1%
2	40210-Local Option Sales Tax	14,300,000	11,545,976	(2,754,024)	80.7%	14,300,000	13,211,119	(1,088,882)	92.4%
3	40000-41110-Other County Rev	1,761,800	1,482,007	(279,793)	84.1%	1,761,800	1,352,764	(409,036)	76.8%
4	43300-44000-Other Local Revenue (Interest, Tuition)	950,926	760,947	(189,979)	80.0%	1,175,926	1,121,581	(54,345)	95.4%
	<b>SUBTOTAL LOCAL REVENUE</b>	<b>\$ 32,012,726</b>	<b>\$ 28,838,066</b>	<b>\$ (3,174,660)</b>		<b>\$ 32,237,726</b>	<b>\$ 28,904,804</b>	<b>\$ (3,332,922)</b>	
5	46310-Project Diabetes Grant	142,600	-	(142,600)	0.0%	93,900	120	(93,780)	0.1%
6	46510-TISA	52,851,000	47,705,400	(5,145,600)	90.3%	59,992,037	54,238,189	(5,753,848)	90.4%
7	46515-Early Childhood Ed. (VPK Grant)	1,063,812	859,564	(204,248)	80.8%	1,326,895	687,344	(639,551)	51.8%
8	46590-Other State Education (Summer Learning Grant)	1,521,737	-	(1,521,737)	0.0%	1,851,909	-	(1,851,909)	0.0%
9	46610-Career Ladder Program	82,000	69,564	(12,436)	84.8%	57,146	62,406	5,260	109.2%
10	46591-Coordinated School Health (ended FY23)	100,000	94,906	(5,094)	94.9%	-	-	-	N/A
11	46595-Family Resource (ended FY23)	29,600	27,144	(2,456)	91.7%	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Grant	302,513	91,151	(211,362)	30.1%	768,542	484,290	(284,252)	63.0%
	<b>SUBTOTAL STATE REVENUES</b>	<b>\$ 56,093,262</b>	<b>\$ 48,847,730</b>	<b>\$ (7,245,532)</b>		<b>\$ 64,090,429</b>	<b>\$ 55,472,350</b>	<b>\$ (8,618,079)</b>	
13	47000- Federal Funds	516,921	18,336	(498,585)	3.5%	274,582	-	(274,582)	0.0%
	<b>SUBTOTAL FEDERAL REVENUES</b>	<b>\$ 516,921</b>	<b>\$ 18,336</b>	<b>\$ (498,585)</b>		<b>\$ 274,582</b>	<b>\$ -</b>	<b>\$ (274,582)</b>	
14	49100-49800 Insurance Recovery/Indirect Costs	455,000	-	(455,000)	0.0%	460,000	25,224	(434,776)	5.5%
15	49810-City of Murfreesboro Allocation	7,885,103	7,228,011	(657,092)	91.7%	7,885,103	7,228,011	(657,092)	91.7%
16	49820-City TN All Corp Grant	500,000	211,246	(288,754)	42.2%	165,435	165,435	(0)	100.0%
	<b>SUBTOTAL OPERATING TRANSFERS</b>	<b>\$ 8,840,103</b>	<b>\$ 7,439,257</b>	<b>\$ (1,400,846)</b>		<b>\$ 8,510,538</b>	<b>\$ 7,418,670</b>	<b>\$ (1,091,868)</b>	
	<b>TOTAL REVENUES</b>	<b>\$ 97,463,012</b>	<b>\$ 85,143,389</b>	<b>\$ (12,319,623)</b>	<b>87.4%</b>	<b>\$ 105,113,275</b>	<b>\$ 91,795,824</b>	<b>\$ (13,317,451)</b>	<b>87.3%</b>

**YEAR-TO-DATE EXPENDITURE COMPARISON**

MAY 2024

PAGE 1

	<b>2022-23 BUDGET</b>	<b>2022-23 YTD EXP.</b>	<b>2022-23 OVR/(UNDR) BUDGET</b>	<b>2022-23 %</b>	<b>2023-24 BUDGET</b>	<b>2023-24 YTD EXP.</b>	<b>2023-24 OVR/(UNDR) BUDGET</b>	<b>2023-24 %</b>	
1	<b>71100-Reg. Instruction</b>	54,131,308	43,118,444	(11,012,864)	79.7%	57,249,035	\$ 45,366,742	(11,882,293)	79.2%
2	<b>71200-Sp. Ed. Instruction</b>	11,069,380	8,956,205	(2,113,175)	80.9%	12,674,470	10,131,310	(2,543,160)	79.9%
3	<b>71400-Student Body Ed.</b>	-	-	-	N/A	-	-	-	N/A
4	<b>72110-Attendance</b>	182,175	141,539	(40,636)	77.7%	160,965	139,358	(21,607)	86.6%
5	<b>72120-Health Services</b>	618,920	349,395	(269,525)	56.5%	1,098,216	736,257	(361,959)	67.0%
6	<b>72130-Guidance</b>	3,310,196	2,538,221	(771,975)	76.7%	3,623,785	2,909,188	(714,597)	80.3%
7	<b>72210-Reg. Instr. Support</b>	2,391,127	1,893,296	(497,831)	79.2%	2,548,064	2,032,433	(515,631)	79.8%
8	<b>72220-Sp. Ed. Support</b>	1,826,392	1,453,499	(372,893)	79.6%	1,999,863	1,506,399	(493,464)	75.3%
9	<b>72250-Technology</b>	2,464,180	1,969,342	(494,838)	79.9%	2,674,265	2,104,345	(569,920)	78.7%
10	<b>72310-Bd. Of Education</b>	1,751,350	1,550,006	(201,344)	88.5%	1,966,681	1,770,066	(196,615)	90.0%
11	<b>72320-Office of Supt.</b>	423,750	336,382	(87,368)	79.4%	440,109	352,241	(87,868)	80.0%
12	<b>72410-Office of Principal</b>	5,217,780	4,361,494	(856,286)	83.6%	5,703,089	4,842,661	(860,428)	84.9%
13	<b>72510-Fiscal Services</b>	754,345	660,342	(94,003)	87.5%	886,045	758,768	(127,277)	85.6%
14	<b>72520-Personnel Services</b>	505,320	406,747	(98,573)	80.5%	594,415	506,133	(88,282)	85.1%
15	<b>72610-Oper. Of Plant</b>	6,691,130	5,063,981	(1,627,149)	75.7%	6,402,482	4,704,351	(1,698,131)	73.5%
16	<b>72620-Maint. Of Plant</b>	3,092,033	2,182,899	(909,134)	70.6%	4,608,543	2,931,396	(1,677,147)	63.6%
17	<b>72710-Pupil Transp.</b>	4,092,271	3,178,942	(913,329)	77.7%	4,544,354	3,439,729	(1,104,625)	75.7%
18	<b>73300-Community Service</b>	444,655	353,405	(91,250)	79.5%	522,655	427,641	(95,014)	81.8%
19	<b>73400-Early Childhood Educ.</b>	1,166,640	834,782	(331,858)	71.6%	1,108,368	878,260	(230,108)	79.2%
20	<b>76100-Reg. Cap. Outlay</b>	130,000	59,402	(70,598)	45.7%	171,872	147,310	(24,562)	85.7%
21	<b>82130-Education Debt Serv.</b>	-	-	-	N/A	-	-	-	N/A
22	<b>99100-Operating Transfers</b>	776,800	253,154	(523,646)	32.6%	217,610	202,058	(15,552)	92.9%
	<b>TOTALS</b>	<b>101,039,752</b>	<b>79,661,477</b>	<b>\$ (21,378,275)</b>	<b>78.8%</b>	<b>109,194,886</b>	<b>85,886,644</b>	<b>\$ (23,308,242)</b>	<b>78.7%</b>

# COUNCIL COMMUNICATION

Meeting Date: 07/11/2024

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**Item Title:** Historic Zoning Commission

**Department:** Administration

**Presented by:** Mayor Shane McFarland

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Appointment to the Historic Zoning Commission.

**Background Information**

The purpose of the Historic Zoning Commission is to study, recommend, and oversee historic district boundaries and guidelines for renovation of existing structures or the building of new structures for the protection of historic neighborhoods and districts.

As established by M.C.C.§, Appendix A, Section 24, H-I Historic District (f), the Historic Zoning Commission consists of nine members who serve five-year, staggered terms.

**Attachments**

Memo from Mayor McFarland





*. . . creating a better quality of life.*

July 11, 2024

Members of City Council

**RE: Recommended Appointment – Historic Zoning Commission**

As an item for the Council Agenda, I am recommending the following reappointments to the Historic Zoning Commission.

Appointment of Michael J. Panesi replacing the vacancy of Marimae White term expires June 30, 2030

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland  
Mayor

**No Items.**