MURFREESBORO CITY COUNCIL
Workshop Agenda
Airport Business Center – 11:30 AM
January 9, 2025

Public Comment on Actionable Agenda Items

Action Items

1. City Council Meeting Minutes (Finance)
2. CIP Reallocations (Finance)
3. CAD Rehost Dispatch Servers (Information Technology)
4. Taxiway A and Apron Pavement Rehabilitation Final Change Order (Airport)

Workshop Items

5. Update on various Airport projects and other matters (Airport)
6. Legacy Recognition Policy 1019 (Administration)
7. Sponsorship Ordinance (Legal)
8. Economic Development Reporting Update (Administration)
9. CIP Transfers (Finance)
10. FY25 Mid-Year Budget Review Report (Administration)
11. November Dashboard (Administration)

Board & Commission Appointments

Licensing

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: January 9, 2025

Item Title: City Council Meeting Minutes

Department: Finance

Presented by: Erin Tucker, City Recorder/ Chief Financial Officer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

Current Minutes

- December 5, 2024 (Public Comment)
- December 5, 2024 (Regular Meeting)
- December 12, 2024 (Workshop)
- December 19, 2024 (Regular Meeting)

Historical Minutes

- April 12, 2023 (Workshop)
- April 20, 2023 (Regular Meeting)
- May 4, 2023 (Public Comment)
- May 4, 2023 (Regular Meeting)
- May 10, 2023 (Workshop)

City of Murfreesboro
City Council – Public Comment Special Session

Thursday, December 5, 2024, at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:29 p.m. on Thursday, December 5, 2024.

Council Members Present

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

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Interim Finance Director
Sam Huddleston, Assistant City Manager
Amanda DeRosia, Interim Finance Director
Cathy Smith, Purchasing Director
Cary Gensemer, Deputy Chief of Police
Jim Kerr, Transportation Director
Matthew Blomeley, Assistant Planning Director
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. He asked Amanda DeRosia, Interim Finance Director, if anyone had signed up to speak.

Ms. DeRosia indicated two people had signed up to speak, as indicated on the agenda, at each Council Members' desk. Mayor McFarland reviewed the procedures for speaking and invited those present to come forward when they heard their name. The following individuals addressed the Council.

1. Jason Ash, 1416 Ripken Ct., Murfreesboro. Public RC Park, Speaking in Favor.
2. Joel Counce, 132 Rising Private Lane, Gallatin. Mr. Counce was not present and did not address the Council when Mayor McFarland announced his name.

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

There being no further business, Mayor McFarland adjourned the meeting at 5:34 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, December 5, 2024, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, December 5, 2024.

Council Members Present

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

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Interim Finance Director
Sam Huddleston, Assistant City Manager
Scott Elliott, Manager of Project Development
Jim Kerr, Transportation Director
Mark McCluskey, Chief of Fire Rescue
Michael Bowen, Chief of Police
Cary Gensemer, Deputy Chief of Police
Matthew Blomeley, Assistant Planning Director
Richard Donovan, Principal Planner
Gabriel Moore, Project Engineer
Tracy Brown, Assistant Streets Director
Valerie Smith, Water Resources Director
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

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

Ceremonial Items

Recognition of First Responders in Response to East Tennessee Floods. Mayor McFarland recognized City employees who went above and beyond the call of duty to aid in responding to East Tennessee flooding. Mayor McFarland introduced Rutherford County Public Safety Director Chris Clark to recognize and thank the teams assembled to serve in East

Tennessee. Land search teams consisted of staff from Rutherford County EMS, Murfreesboro Fire and Rescue, LaVergne Fire and Rescue, and Rutherford County Fire. The Incident Management Team consisted of Murfreesboro Deputy Chief of Police Cary Gensemer, LaVergne Fire Chief Jeff Beasley, and Murfreesboro Shift Commander, John Ingle. The Search and Rescue Team Angela Alexander and Kari, K-9 Cadaver Dog, were called to duty to search for individuals. Emergency Operations Support Team Carrie Clark and Rutherford County EMS Denise Martin providing mortuary and forensic services for East Tennessee residents. Smyrna Utility Service aided East Tennessee utility services.

Public Comment on Actionable Agenda Items

Mayor McFarland inquired of Amanda DeRosia, Interim Finance Director, about the presence of any registered speakers for public comment on actionable agenda items. Ms. DeRosia confirmed no individuals were registered to speak.

Consent Agenda

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

1. FY25 City Manager Approved Budget Amendment (Finance)
2. Wine Sales Certificate of Compliance - Trader Joe's #815 (Finance)
3. Property Purchase Sale Agreement Amendment for 2200 Butler Drive (Administration)
4. City Hall Renovation Professional Services Amendment (Administration)
5. Donation of Used Police Vehicles to the Tennessee Law Enforcement Academy (Police)
6. Robert Rose Administration Building HVAC and Roof Renovations Contingency Allowance Allocation (Project Development)
7. Contract with TDOT for FY25 Technical Assistance (Transportation)

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

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

Nay: None

Old Business

<u>Ordinance</u>

8. **Ordinance 24-O-44, FY25 Budget Amendment (Second and Final Reading).** Amanda DeRosia, Interim Finance Director, presented a Council Communication to amend the City's FY25 Budget Ordinance. The ordinance titled "ORDINANCE 24-O-44 amending the Fiscal Year 2025

(hereafter "FY2025") Budget (2nd Amendment)." which passed its first reading on November 14, 2024, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-O-44 on second and final reading. Ms. Scales Harris seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

New Business

Land Use Matters

9a. Public Hearing Amending the Zoning Ordinance – Retail Hybrid and Distribution Uses, Ordinance 24-O-40. Matthew Blomeley, Assistant Planning Director, presented a Council Communication to amend the Zoning Ordinance Sections 2 and 9 and Chart 1 (including Chart 1 endnotes) regarding retail hybrid and distribution uses. During its regular meeting on October 2, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval to City Council. On November 7, 2024, Council held a public hearing and approved this matter on first reading. Subsequently, it was determined that an additional public hearing was needed due to increased legal notice requirements for Zoning Ordinance text amendments adopted by the General Assembly earlier this year. Notice of the second public hearing was published on November 12, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a second public hearing was required on the matter.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning, and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

9b. Ordinance 24-O-40 Amending the Zoning Ordinance – Retail Hybrid and Distribution (Second and Final Reading). The ordinance titled "ORIDINANCE 24-O-40 amending Murfreesboro City Code Appendix A-Zoning, Sections 2, 9, Chart 1 and Chart 1 Endnotes, pertaining to retail operations, Murfreesboro Planning Department, applicant [2024-805]" which passed its first reading on November 7, 2024, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-O-40 on second and final reading. Mr. Wade seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

Mayor McFarland clarified for the record that the vote was for Ordinance 24-O-40 not Ordinance 24-O-44, as he accidentally stated. There were no objections to this clarification and Ordinance 24-O-40 passed its second and final reading.

10a. Public Hearing Zoning Amendment along East Castle Street, Ordinance 24-OZ-41. Matthew Blomeley, Assistant Planning Director, presented a Council Communication to amend the PRD zoning on approximately 0.15 acres located along the north side of East Castle Street west of South University Street. Notice of public hearing was published on November 19, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning, and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

10b. Ordinance 24-OZ-41 Zoning Amendment along East Castle Street (First Reading). The ordinance titled, "ORDINANCE 24-OZ-41 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 0.15 acres in the Planned Residential Development (PRD) District (East Castle Manor PRD) located along East Castle Street (with CCO zoning to remain) as indicated on the attached map, Nashville Comfort, LLC, applicant [2024-416]" was offered for passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-41. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Nay: None

11a. Public Hearing Rezoning property along Thompson Road, Ordinance 24-OZ-42. Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a

rezoning for approximately 69.1 acres located along Thompson Road to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on October 30, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. Notice of public hearing was published on November 19, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter and introduced applicant representative, Chris McGuire, Huddleston-Steele Engineering, Incorporated. Mr. Guire made a presentation regarding the request for a zoning change for Salem Landing III. Mayor McFarland opened the floor for questions from the Council to staff and the applicant. Discussion ensued.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning, and provided instructions for those wishing to speak. The following speakers addressed Council:

1. Robert Collier, 2450 Thompson Road, Opposed. He would like clarification regarding the access lane and how the park would be buffered near his home.
2. Kim Jeffcoat, 2871 Thompson Road, Opposed. She is concerned about traffic on New Salem Highway and people cutting through their subdivision to avoid traffic and accidents. She would like the City and County to address the traffic issue.

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

Mayor McFarland requested Mr. Blomeley and Mr. McGuire address issues brought up by the public hearing speakers. Mr. Blomeley reviewed the proposed buffer along Mr. Collier's property. Mr. Blomeley also reviewed the turn lanes proposed and reviewed with the County Engineering office for this site. Mr. McGuire stated the land near Mr. Collier's property will have a farm fence on the west side of the property to provide more separation of use.

Mayor McFarland requested the applicant notify future homeowners if the additional right of way road could be extended in the future. Mr. Blomeley stated a standard note is on the plat. Mayor McFarland requested a way for the applicant to notify future homeowners/ buyers of the potential of the road extension.

Mayor McFarland reopened the public hearing for Mr. Collier to make a statement regarding a stop light. Mayor McFarland concluded the public hearing.

Mr. McGuire stated that the applicant is in communication with the county regarding making improvements to improve the traffic congestion issue.

11b. Ordinance 24-OZ-42 Rezoning property along Thompson Road (First Reading). The ordinance titled, "ORDINANCE 24-OZ-42 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 69.1 acres located along Thompson Road from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Salem Landing III PRD); Ole South Properties, applicant, [2024-417]" was offered for passage on first reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-42. Mr. Wade seconded the motion. Mayor McFarland requested staff provide an update from the county on their plans for Thompson Road prior to second reading of the Ordinance 24-OZ-42. Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Nay: None

12a. Public Hearing Zoning for Property along Butler Drive and Joe B Jackson Parkway, Ordinance 24-OZ-43. Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a rezoning for approximately 15.9 acres to be zoned H-I (Heavy Industrial District – 6.7 acres); G-I (General Industrial District – 2.9 acres); and CH (Highway Commercial District – 6.3 acres) simultaneous with annexation. During its regular meeting on October 30, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. Notice of public hearing was published on November 12, 2024, in the Murfreesboro Post. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning, and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

12b. Ordinance 24-OZ-43 Zoning for Property along Butler Drive and Joe B Jackson Parkway (First Reading). The **"**ORDINANCE 24-OZ-43 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 15.9 acres along Joe B. Jackson Parkway and Butler Drive as Heavy Industrial (H-I) District (6.7 acres), General Industrial (G-I) District (2.9 acres), and Highway Commercial (CH) District (6.3 acres) simultaneous with annexation; City of Murfreesboro,

MacDonald Associates, and Quiktrip Corporation, applicants [2024-415]" was offered for passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-43. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Nay: None

13. Sewer Allocation Variance – New Salem Highway – Still Waters. Richard Donovan, Principal Planner, presented a Council Communication regarding a proposed development request for additional density above the sewer allocation ordinance's zoning allowance. Mr. Donovan requested Council approve the request allowing higher single-family unit equivalent density (sfu) by approximately 262 sfu's for the proposed mixed-use development. Mr. Donovan reviewed the phases for clarification, Phase 2 includes 150 age restricted apartments, Phase 3 includes 320 non-age restricted apartments, Phase 4 includes 48 townhome units, and Phase 5 includes a 120-bed assisted living facility with 30 memory care beds. Discussion ensued. Variance clarification was requested by Mr. Maxwell. Mr. Donovan clarified the variance is for the entire site, including the two portions planning is not in support of and is requesting Council approval prior to the site or zoning plans needed.

Mr. Wright made a motion to deny the Sewer Allocation Variance. Mr. Maxwell seconded the motion. No roll call was conducted. Additional discussion ensued.

Mr. Donovan introduced the applicant, Tyler Thayer, Paradym Studio Principal Architect, and turned the floor over to him. Mr. Thayer spoke regarding the sewer allocation variance and stated the applicant is open to discussion about what is built on the site.

Mayor McFarland discussed capacity and zoning for the property and throughout the City and the capacity issues.

Mr. Wright stated his motion still stands to deny the Sewer Allocation Variance.

Mr. Thayer asked for clarification on the motion to deny the sewer variance request and the time to bring forward another variance request if denied. Adam Tucker, City Attorney, stated that the denial of this request would not be the same as a zoning and wouldn't require an additional year to reapply.

Mayor McFarland gave the applicant the opportunity to withdraw his request and work with staff to revise it, or stated there was a motion to deny on the floor and the Council would vote on

that. Mr. Thayer stated they would withdraw and bring a new plan. The motion to deny the sewer allocation variance was not voted on and the request was withdrawn.

On Motion

14. Town Creek Improvements (Daylighting). Gabriel Moore, Project Engineer, presented a Council Communication regarding the construction contract for the Town Creek Improvements (Daylighting) Project. The Town Creek Improvements (Daylighting) Project bid was opened on November 21, 2024. Griggs and Maloney reviewed the bids and has deemed SBW Constructors, LLC, to be responsible and responsive to the requirements of the project. SBW Constructors, LLC provided a base bid price of $22,468,540.00. Mr. Moore requested the Council approve the construction contract with SBW Constructors, LLC.

Ms. Averwater made a motion to approve the contract with SBW Constructors, LLC. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Cooperation Agreement Concerning Body Cameras. Cary Gensemer, Deputy Chief of Police, presented a Council Communication regarding an interlocal cooperation agreement with the District Attorney and Public Defender offices for the 16th Judicial District concerning body cameras. The City recognizes that the District Attorney and Public Defender will need to acquire additional personnel and equipment to manage the video footage and has agreed to share this cost. Deputy Chief Gensemer requested Council approve the agreement with the District Attorney's Office for the 16th Judicial District and Public Defender's Office for the 16th Judicial District concerning body cameras.

Mr. Wade made a motion to approve the agreement with the District Attorney and Public Defender Offices for the 16th Judicial District. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

16. Amendment No. 3 to Purchasing Agreement with Axon. Cary Gensemer, Deputy Chief of Police, presented a Council Communication regarding Amendment No. 3 to Master Services and Purchasing Agreement with Axon Enterprise, Inc. for relocating in-car cameras. This

will include a replacement antenna and wiring harness for each vehicle for a cost of $574, plus installation labor of $1,700, for a grand total of $47,754. Deputy Chief Gensemer requested Council approve Amendment No. 3 to the Contract with Axon Enterprise, Inc.

Mr. Maxwell made a motion to approve Amendment No. 3 with Axon Enterprise, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

17. Purchase of New Liebherr Excavator. Tracy Brown, Assistant Streets Director, presented a Council Communication and requested Council to approve the contract and purchase of a new Liebherr Model R936C Excavator with RECO Equipment, Incorporated in the amount of $299,900.

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

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

Nay: None

18. Old Fort Parkway Technical Report Amendment No. 2. Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve Amendment No. 2 Old Fort Parkway Technical Report Contract with Kimley-Horn and Associates, Inc. Tennessee Department of Transportation's (TDOT) requirements for the report have been in a transition phase and therefore additional funds are requested. The additional information TDOT has requested are two additional analysis scenarios, including future build and no-build conditions as it pertains to intersection improvements. To complete the requested additional services, an additional $13,200 is needed, which brings the overall contract total to $142,600. Discussion between staff and Council ensued.

Mr. Wright made a motion to approve Amendment No. 2 with Kimberly-Horn and Associates, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. First Extension to the Annual Pavement Marking Contract with Pope Striping Corporation and Volunteer Paving, LLC. Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve contracts with Pope Striping Corp and Volunteer Paving, LLC to be extended for an additional year.

Ms. Scales Harris made a motion to approve Pope Striping Corp. and Volunteer Paving, LLC contract extensions. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

20. Amendment No. 2 to the Annual Traffic Signal Maintenance and Electrical Contract. Jim Kerr, Transportation Director, presented a Council Communication and requested Council approve Amendment No. 2 of the Traffic Signal and Electrical Maintenance Contract with S&W Electrical Contractors, Inc. The contract is typically used for installation and maintenance of traffic signals systems, interstate lighting, and general electrical work for various departments.

Mr. Maxwell made a motion to approve Amendment No. 2 with S&W Electrical Contractors, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

21. Beer Permits. Amanda DeRosia, Interim Finance Director, presented a Council Communication regarding beer permits. Four regular beer permits were presented: two new locations, one for a restaurant located at 208 West Main Street and one for a grocery/market located at 2305 Medical Center Parkway, and two ownership/name changes, one for a restaurant located at 451 North Thompson Lane, Suite A and one for a grocery/market located at 2430 South Church Street. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Mr. Wright announced the Murfreesboro Christmas Parade was Sunday, December 8, 2024, at 2:00 p.m.

Mr. Gore reminded the Council of the upcoming Council Meetings including a workshop on December 12, 2024, and regular meeting on December 19, 2024.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:19 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Workshop Regular Session

Thursday, December 12, 2024, at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:32 a.m. on Thursday, December 12, 2024.

Council Members Present

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

Austin Maxwell was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Sam Huddleston, Assistant City Manager
Craig Tindall, Special Counsel
Russell Gossett, Solid Waste Director
Ronald Head, Information Technology Assistant Director
Margaret Ann Green, Business Systems Manager
Raymond Hillis, Executive Director of Public Works
Michael Bowen, Police Chief
Randolph Wilkerson, Human Resources Director
Chad Gehrke, Airport Director
Cathy Smith, Purchasing Director
Amanda DeRosia, Interim Finance Director
Lesley Short, Assistant Finance Director
Angela Jackson, Executive Director of Strategic Services
Gerald Lee, GIS Manager
Mike Browning, Public Information Officer
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

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

Public Comment on Actionable Agenda Items

Mayor McFarland inquired of Erin Tucker, City Recorder/ Chief Financial Officer, about the presence of any registered speakers for public comment on actionable agenda items. Ms. Tucker confirmed no individuals were registered to speak.

Action Items

1. **Resolution 24-R-32 Public Records Request Policy.** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding revisions to the Public Records Request Policy. The resolution titled, "RESOLUTION 24-R-32 revising the Public Records Policy for the City of Murfreesboro" was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-32. Mr. Wright seconded the motion. Upon roll call, the resolution was passed by the following vote:

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

Nay: None

2. **Resolution 24-R-33 Murfreesboro Sports Authority Budget.** Erin Tucker, City Recorder/Chief Financial Officer, presented a Council Communication regarding FY25 Murfreesboro Sports Authority Budget. The resolution titled, "RESOLUTION 24-R-33 approving the budget of the Murfreesboro Sports Authority for the Fiscal Year 2025 (hereafter "FY2025")" was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 24-R-33. Ms. Scales Harris seconded the motion. Upon roll call, the resolution was passed by the following vote:

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

Nay: None

3. **City Council Meeting Minutes.** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding approval of City Council meeting minutes for November 7, 2024 (public comment and regular meeting), November 14, 2024 (workshop), March 8, 2023 (workshop), March 16, 2023 (regular meeting), March 23, 2023 (regular meeting), April 6, 2023 (public comment and regular meeting). The meeting minutes were not read aloud to the Council.

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

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

Nay: None

4. Environmental System Research GIS Software Agreement. Ronald Head, Information Technology Director, presented a Council Communication regarding the renewal of the Environmental Systems Research Institute, Inc. (ESRI) GIS 3 Year Agreement. The City of Murfreesboro uses ESRI GIS Software for creating and maintaining mapping information products and applications. Mr. Head requested Council approve the agreement in the amount of $525,300.00

Ms. Scales Harris made a motion to approve the agreement with Environmental Systems Research Institute, Inc. (ESRI). Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Workshop Items

5. Update on Marketing Consultant Process for the Murfreesboro Sports Authority Board. Darren Gore, City Manager, presented a Council Communication provided by Paul Latture, Murfreesboro Sports Authority Board Chairman, regarding the retention of a sponsorship marketing consultant. The consultant will create a marketing plan to secure sponsorship agreements at the appropriate City sports facilities. The Sports Authority considered five consultants. Mr. Gore informed the Council that the Sports Authority Board selected Donegal Associates. Donegal Associates has extensive experience developing and implementing sponsorship marketing plans in the Tennessee market. Pending legal review of a consulting agreement, the Sports Authority Board will retain Donegal to create supplement revenue that will fund a portion of the operating expenses and capital requirements for the City's facilities. recreational facilities. Mr. Gore said Mr. Latture was available if Council had questions. Mayor McFarland thanked Mr. Latture for his work and leadership on the newly formed Murfreesboro Sports Authority. Council had no questions.

6. Downtown Public Trash Can Improvements. Russell Gossett, Solid Waste Director, presented a Council Communication and PowerPoint presentation regarding Downtown Public Trash Can Improvements. Main Street Murfreesboro has partnered with the City to revitalize the public trash receptacles around the Square. Currently, metal trash receptacles are inadequate in

size, pose a safety risk for both the public that utilize them and solid waste employees that service them. It was determined the best route forward would be to replace the metal cans with updated cans. The new cans allowed for a partnership with the City, County and Main Street Murfreesboro. The County is responsible for two cans placed on their property outside of the historic county courthouse. The City is responsible for the remaining eight trash cans situated around Public Square. Main Street Murfreesboro has undertaken the design aspect. The project is nearing completion Mr. Gossett requested Council feedback before finalizing. Sarah Callendar of Main Street Murfreesboro was available for questions. Council members thanked Mr. Gossett for his work on this project and said everything looked good. Council had no questions.

7. **Cityworks Permits, Licensing, and Land (PLL) Update.** Ronald Head, Information Technology Assistant Director and Margaret Ann Green, Business Systems Manager, presented a Council Communication and documents regarding Cityworks Permits, Licensing, and Land (PLL) software implementation project. The implementation remains on track and poised to deliver significant technology-based improvements in our permitting and licensing processes. Mayor McFarland asked if there were questions about this item, seeing none, he moved to the next item.

8. **Historical Trends of Fleet Fuel Consumption and Costs.** Darren Gore, City Manager, presented a Council Communication and PowerPoint presentation regarding historical trends on the City's vehicle fleet growth, fuel consumption and associated costs between 2015 and 2024. The cost per mile for the Fire Department has increased from $0.22 per mile to $0.50 per mile (127.3% increase) and the Police Department's gallons per year per vehicle decreasing from 1,012 gallons per year to 693 gallons per year (-31.5% decrease) per vehicle. Mayor McFarland asked if there were questions about this item, seeing none, he moved to the next item.

9. **CIP Transfers.** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding notification of CIP transfers. Transfers include transfer of CIP Funds between the Bond Fund and General Fund for Butler Drive, Martin Luther King Boulevard, Broad Street, Bradyville Pike, Cherry Lane 2, Town Creek, Old Fort Parking Improvements, and the Skate Park. and the Skate Park. Mayor McFarland asked if there were questions about this item, seeing none, he moved to the next item.

10. **October 2024 Dashboard.** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding October 2024 Dashboard. Ms. Tucker, noting improvements in personnel recruitment and retention, discussed the decreased

payroll vacancies ("slippage"). Ms. Tucker also pointed out decreased in Building & Codes revenue. McFarland asked if there were questions about this item, seeing none, he moved to the next item.

Board and Commission Appointments

There were no board and commission appointment recommendations. Mayor McFarland requested that Mr. Gore provide the Council with an update of who currently serves on City boards and commissions and identify any vacant board or commission member positions.

Licensing

11. Beer Permits. Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Regular Beer Permits. One Regular Beer Permit was presented for a new location for a restaurant located at 836 North Thompson Lane, Ste 1B. Applicants met requirements for the permit and were recommended for approval pending final building and codes inspections for the regular beer permits issuance.

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

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

Nay: None

Payment of Statements

Erin Tucker, City Recorder/ Chief Financial Officer, stated there was one statement to consider. The invoice is payable to Griggs & Maloney, Incorporated for $8,850 to be paid from the General Fund, Parks and Recreation Fixed Assets budget.

Ms. Averwater made a motion to approve the payment of statements. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Other Business

Vice Mayor Shacklett made an announcement that Main Street Murfreesboro is having "Evening on Main Street" this evening at 6:00 p.m.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:00 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, December 19, 2024, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, December 19, 2024.

Council Members Present

Mayor Shane McFarland – Presiding
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Shawn Wright

Jami Averwater and Kirt Wade were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Randolph Wilkerson, Human Resources Director
Matthew Blomeley, Assistant Planning Director
Jim Kerr, Transportation Director
Dr. Trey Duke, Director of Murfreesboro City Schools
Chad Gehrke, Airport Director
Steve Jarrell, Deputy Police Chief
Josh Oliver, Assistant Chief of Fire Rescue
Matt Jarratt, Information Technology Director
Cathy Smith, Purchasing Director
Angela Jackson, Executive Director of Strategic Services
Greg McKnight, Executive Director of Development
Valerie Smith, Water Resources Director
Ben Newman, Planning Director
Tracy Brown, Assistant Streets Director
Sam Huddleston, Assistant City Manager
Robert Holtz, Community Development Director
Mike Browning, Public Information Officer
Melanie Joy Peterson, City Clerk

Prayer and Pledge of Allegiance

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

Ceremonial Items

STARS Award for November 2024. Randolph Wilkerson, Human Resources Director, presented the STARS Award November 2024 upon Adam Todd and Ron Davis of the Water

Advanced Metering Infrastructure (AMI) Division. The STARS award's purpose is to recognize City employees that go above and beyond the call of duty. On November 5, 2024, while driving down Broad Street, Adam and Ron noticed a woman who had passed out in the median. Recognizing the seriousness of the situation, they immediately stopped to check on her. When they realized she was unresponsive, they called 911 and stayed with her until emergency services arrived.

Public Comment on Actionable Agenda Items

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

Consent Agenda

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

1. Housing Rehabilitation - 437 S Highland Ave (Community Development)
2. Project Ledger Implementation Services (Finance)
3. Network and Computer Security Service (Information Technology)
4. Mandatory Referral for Abandonment of a Drainage Easement along Robert Rose Drive (Planning)
5. Mandatory Referral for Abandonment of East Northfield Boulevard Right-of-Way (Planning)
6. 2024 JAG Award Acceptance (Police)
7. Asphalt and Concrete Purchase Report (Street)
8. Mechanical and Electrical Services Contract Extension No. 3 (Water Resources)
9. Asphalt Purchases Report (Water Resources)
10. Wilson County Motors Contract (Water Resources)
11. Fortiline Inc. Contract Ragland Ave Materials (Water Resources)

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

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

Nay: None

Old Business

<u>Land Use Matters</u>

12. Ordinance 24-OZ-41 Zoning amendment along East Castle Street (Second and Final Reading). The ordinance titled "ORDINANCE 24-OZ-41 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 0.15 acres in the Planned Residential Development (PRD) District (East Castle Manor PRD) located along East Castle Street (with CCO zoning to remain) as indicated on the attached map, Nashville Comfort, LLC, applicant

[2024-416]" which passed its first reading on December 5, 2024, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-41 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

13. Ordinance 24-OZ-42 Rezoning property along Thompson Road (Second and Final Reading). Matthew Blomeley, Assistant Planning Director, answered questions Council requested answers to prior to second reading and provided a revised pattern book in the agenda materials. Staff noted the applicant revised the pattern book to correct missing verbiage that was noted at the December 5, 2024, meeting. Staff discussed the opportunities to provide road improvements to Thompson Road. Discussion ensued. The ordinance titled "ORDINANCE 24-OZ-42 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 69.1 acres located along Thompson Road from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Salem Landing III PRD); Ole South Properties, applicant [2024-417]" which passed its first reading on December 5, 2024, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-42 on second and final reading. Ms. Scales Harris seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

New Business

<u>Land Use Matters</u>

14a. Public Hearing for Plan of Services and Annexation of 15.9 acres along Butler Drive and Joe B Jackson Parkway, Resolution 24-R-PSA-43. Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a plan of services and annexation for approximately 15.9 acres located along Joe B. Jackson Parkway and Butler Drive (Tax Map 125,

Parcel 14.04; Tax Map 125, Parcel 14.05; and Tax Map 126, Parcel 4602 split by Butler Drive right-of-way). Notice of public hearing was published on both November 12, 2024 and November 26, 2024 in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

14b. Resolution 24-R-PSA-43 Plan of Services and Annexation of 15.9 acres along Bulter Drive and Joe B. Jackson Parkway. The resolution titled, "RESOLUTION 24-R-PSA-43 to adopt a Plan of Services for and to annex approximately 15.9 acres located along Joe B. Jackson Parkway and Butler Drive (Tax Map 125, Parcel 14.04; Tax Map 125, Parcel 14.05; and Tax Map 126, Parcel 4602 split by Butler Drive right-of-way), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation, applicants [2024-503]" was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to approve Resolution 24-R-PSA-43. Mr. Wright seconded the motion. Upon roll call, the resolution was passed on its first and only reading by the following vote:

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

Nay: None

14c. Ordinance 24-OZ-43 Zoning of 15.9 acres along Bulter Drive and Joe B. Jackson Parkway (Second and Final Reading). The ordinance titled "ORDINANCE 24-OZ-43 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 15.9 acres along Joe B. Jackson Parkway and Butler Drive as Heavy Industrial (H-I) District (6.7 acres), General Industrial (G-I) District (2.9 acres), and Highway Commercial (CH) District (6.3 acres) simultaneous with annexation; City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation, applicants [2024-415]" which had its public hearing and passed its first reading on December 5, 2024, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-43 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

Ordinance

15. Ordinance 24-O-46 Amendment to Ethics Code (First Reading). Adam Tucker, City Attorney, presented a Council Communication regarding amending the City's Ethics Code by adding members of the Board of Zoning Appeals (BZA) and Water Resources Board to the list of City officials required to file annual financial disclosures. In addition, while the intended and legal effect of adopting Ordinance 24-O-25 was to repeal and replace the City's existing ethics and conflict of interest polices, their repeal was not explicitly stated in Ordinance 24-O-25. Ordinance 24-O-46 makes their repeal explicit in the interest of clarity going forward. The ordinance titled, "ORDINANCE 24-O-46 amending the Murfreesboro City Code, Chapter 2. Administration, Article XV. Ethics Code, Section 2-324(A) regarding annual disclosures" was offered for passage on its first reading.

Mr. Wright made a motion to approve Ordinance 24-O-46. Vice Mayor Shacklett seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Nay: None

On Motion

16. Dr. Martin Luther King Jr. Blvd. Phase 2 Sidewalk Project Amendment No. 5 TDOT Contract. Jim Kerr, Transportation Director, presented a Council Communication and documents regarding consideration and approval of Amendment No. 5 to Dr. Martin Luther King Jr. Boulevard Phase 2 with TDOT (Agreement Number 180111, Project ID Number: 126616.00, Federal Project Number: TAP1(395), State Project Number: 75LPLM-F3-076).

Vice Mayor Shacklett made a motion to approve Amendment No.5 to the TDOT Contract. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mr. Kerr provided Council with updates to several road projects for informational purposes.

17. Purchase of 910 Ridgley Road. Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication regarding consideration and approval of the purchase and sales agreement with Osborne Enterprises for the acquisition of real property located at 910 Ridgely Road to be used by City Schools for the relocation of the Transportation and Maintenance Department.

Mr. Maxwell made a motion to approve the purchase and sales agreement. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

18. Purchase of Properties in the Runway Protection Zone. Chad Gehrke, Airport Director, presented a Council Communication regarding recommendations for Council approval of Capital Improvement Plan (CIP) reallocation and staff authorization to purchase the property at 1822 and 1830 Herald Lane, which are located in the Airport's Runway Protection Zone (RPZ), for the appraised value plus closing costs not to exceed $764,000.

Ms. Scales Harris made a motion to approve CIP reallocation and purchase of 1822 and 1830 Herald Lane. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. Fitness Grant Purchases. Josh Oliver, Assistant Chief of Fire Rescue, presented a Council Communication and documents regarding purchase of fitness equipment and approval of contracts for purchase of the equipment and therapy and nutrition programs with Direct Fitness Solutions of Illinois, LLC, Volunteer Therapy + Performance and fuelED.

Ms. Scales Harris made a motion to approve the purchases and contracts for fitness equipment and services. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

20. NEOGOV Software System Agreement. Randolph Wilkerson, Human Resources Director, presented a Council Communication and documents regarding approval of a three-year agreement with NEOGOV for the following systems: Attract, Insight, Employee Import, and Perform. These systems provide essential capabilities for online recruiting, onboarding new hires, importing employee data, and managing performance evaluations.

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

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

Nay: None

21. Comcast Enterprise Dark Fiber Agreement. Matt Jarratt, Information Technology Director, presented a Council Communication and documents regarding consideration of an Agreement and Amendment with Comcast Business Communications, LLC for critical technical network and infrastructure services and network fiber for the City's communication infrastructure services (Comcast Enterprise Dark Fiber Lease Agreement No. TN-DJasi-112724-KA01 and First Amendment to Comcast Enterprise Dark Fiber Agreement No. TN-DJasi-112724-KA-01). Mr. Jarratt requested Council approve the agreement and amendment.

Mr. Maxwell made a motion to approve the Comcast Enterprise Dark Fiber Lease Agreement No. TN-DJasi-112724-KA01 and the First Amendment to Comcast Enterprise Dark Fiber Agreement No. TN-DJasi-112724-KA-01. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

22. Purchase of Falcon 6-Ton Patch Body. Tracy Brown, Assistant Streets Director, presented a Council Communication and documents regarding purchase of a Falcon 6-ton Patch Body truck, specifically designed for repairing potholes and other asphalt damage in any weather conditions. Ms. Brown requested Council approve the contract with Jet-Vac Equipment Company, LLC through the cooperative purchase agreement with BuyBoard to provide the most competitive pricing.

Ms. Scales Harris made a motion to approve the purchase and contract. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

23. Purchase of Snow Plows. Tracy Brown, Assistant Streets Director, presented a Council Communication and documents regarding purchase of six Boss 8' Super Duty Steel Plows, one Boss 7'6" HTX Steel Plow and One Front Plow 10' Single Axel Package with Air Controls. Ms. Brown requested Council approve the contract with Viking-Cives Midwest, Inc. through the cooperative purchase agreement with Sourcewell to provide the most competitive pricing.

Mr. Wright made a motion to approve the purchases and contract. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

24. Purchase of Rock Salt. Tracy Brown, Assistant Streets Director, presented a Council Communication and documents regarding the bulk purchase of 1,000 tons of rock salt. Mr. Hillis and Ms. Brown requested Council approve the purchase order agreement with from Compass Minerals America, Inc. under the State of Tennessee Contract (SWC No. 66848) for the purchase.

Ms. Scales Harris made a motion to approve the purchase and agreement. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

25. Agreement for Intergovernmental Services. Darren Gore, City Manager, presented a Council Communication and documents regarding consideration of an agreement for intergovernmental services including legislative services at the General Assembly for the 2025 Legislative Sessions. Mr. Gore requested the Council approve the Professional Services Agreement with Ramsey, Farrar, Russell & Smith, LLC for $50,000.

Mr. Wright made a motion to approve the agreement. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

26. Beer Permits. Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding beer permits. One regular beer permit was presented for approval for a name change/ownership change for a restaurant located at 2069 Lascassas Pike. Applicant met requirements for the permit and was recommended for approval pending final building and codes inspection.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Environmental Systems Research GIS Software Agreement. Matt Jarratt, Information Technology Director, presented a Council Communication and documents regarding approval of an Environmental Systems Research Institute (ERSI), Inc. GIS Enterprise Agreement (Quotation # Q-53040).

Ms. Scales Harris made a motion to approve the agreement. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:34 p.m.

_____

SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Workshop Regular Session

Thursday, April 12, 2023, at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, April 12, 2023.

Council Members Present

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

Madelyn Scales Harris was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder / Finance Director
Darren Gore, Assistant City Manager
Erin Tucker, Budget Director
Chris Griffith, Executive Director of Engineering
Matthew Blomeley, Assistant Planning Director
Jennifer Knauf, Project Engineer / Floodplain Administrator
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Action Items

1. **Community Investment Program Funds Transfer.** Erin Tucker, Budget Director, presented a Council Communication and documents regarding Community Investment Program Fund Transfers (CIP) for Molloy Lane and requested Council approve the transfer of $70,000 of FY21 unallocated bond premium proceeds. It will have no effect on the total CIP Funds balance.

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

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

Nay: None

2. Discovery Center Boardwalk Project. Chris Griffith, Executive Director of Engineering, presented a Council Communication and documents regarding reallocation of FY21 proceeds for repairs to the Discovery Center Boardwalk System. The estimated cost of the project is $300,000. Mr. Griffith requested Council approve the Discovery Center Boardwalk project utilizing existing bond and loan proceeds.

Ms. Averwater made a motion to approve the reallocation of funds for repairs to the Discovery Center Boardwalk System. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Ordinance

3. Ordinance 23-O-14 FY23 Budget Amendment (First Reading). Erin Tucker, Budget Director, presented a Council Communication to amend the City's FY23 budget. The ordinance titled, "ORDINANCE 23-O-14 ORDINANCE 23-O-14 amending the 2022-2023 Budget (6th Amendment)" was offered for passage on first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 23-O-14. Mr. Wade seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Nay: None

Land Use Matters

4. Ordinance 22-OZ-18 Zoning for property along Highway 99 (Second and Final Reading). The ordinance titled "ORDINANCE 22-OZ-18 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 68 acres along Highway 99 south of Clearidge Drive as Planned Residential Development (PRD) District, simultaneous with annexation; Patterson Company, applicant [2022-401]" which passed its first reading on September 22, 2022, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 22-OZ-18 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: Austin Maxwell

5. Ordinance 23-O-08 Amending the Zoning Ordinance (Second and Final Reading). The ordinance titled "ORDINANCE 23-O-08 amending Murfreesboro City Code Appendix A, Zoning, Section 34, Floodplain Zoning, for the purpose of amending the City of Murfreesboro, Tennessee Zoning Ordinance regulating development within the corporate limits of Murfreesboro, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program, City of Murfreesboro Planning Department, applicant [2023-801]" which passed its first reading on April 6, 2023, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 23-O-08 on second and final reading. Mr. Wade seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

6. Planning Commission Recommendations. Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding the following items recommended for approval by the Planning Commission on April 5, 2023:

a. Zoning application [2023-402] for approximately 22 acres located along Wenlon Drive to be rezoned from RM-12 to PRD (The Murph PRD), Eastman Residential applicant.

b. Annexation petition and plan of services [2023-502] for approximately 8.6 acres located along Manson Pike, Marsha Love applicant.

c. Zoning application [2023-404] for approximately 8.2 acres located along Manson Pike to be zoned PND (Rutherford Collegiate Prep PND) simultaneous with annexation, Ryan Companies US, Inc. applicant.

Mr. Blomeley stated that public hearings were required and requested Council set the public hearings for May 18, 2023.

Ms. Averwater made a motion to set the public hearing for May 18, 2023. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

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

Nay: None

Workshop Items

7. Main Street Bridge Mural. Craig Tindall, City Manager, presented a Council Communication regarding the mural for Main Street Bridge over Lytle Creek. Staff proposed to install a mural on the parapet walls at Main Street and Broad Street to highlight downtown and rehabilitate the area. Mr. Tindall asked for input from Council. Discussion ensued.

8. Cherry Lane Update. Chris Griffith, Executive Director of Engineering, presented a Council Communication and PowerPoint Presentation regarding the Cherry Lane Phase 3 and potential changes in Phase 2. Staff is continuing to work through the design and right of way acquisition for the new Cherry Lane alignment, a portion of the road design may face some adjustment to accommodate some environmental concerns. Discussion among staff and Council ensued. This information was provided to Council as notification only and no vote was necessary.

9. CIP Allocation. Jennifer Brown, City Recorder / Finance Director, presented a Council Communication and documents regarding notification of CIP reallocations between the Bond Fund and General Fund. The amount of funding for the existing projects listed does not change, only the source of the funds is to be expended. Information was provided to Council as notification only and no vote was necessary.

10. February 2023 Dashboard. Erin Tucker, Budget Director, presented a Council Communication and documents regarding the February 2023 Dashboard. This information was provided to Council as notification only and no vote was necessary.

Board & Commission Appointments

No board or commission appointments were presented.

Licensing

Beer Permits. Jennifer Brown, City Recorder / Finance Director, presented a Council Communication regarding Regular Beer Permits. One Regular Beer Permits was presented for approval: one ownership/name change for a restaurant located at 2069 Lascassas Pike. The applicant met requirements for the permit and was recommended for approval pending final building and codes inspections.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Mr. Tindall stated the next meeting would be next Thursday, April 20, 2023.

Mr. Maxwell apologized for bringing incorrect figures to the meeting last week during one of the item discussions.

Mayor McFarland brought up the impending move of the MTSU flight program to Bedford County. Airport staff has been tasked with determining a transition plan for the airport to present to Council.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:11 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, April 20, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, April 20, 2023.

Council Members Present

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

Vice Mayor Bill Shacklett was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
David Ives, Assistant City Attorney
Jennifer Brown, City Recorder/ Finance Director
Erin Tucker, Budget Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Executive Director of Development Services
Angela Jackson, Executive Director of Strategic Services
Robert Holtz, Community Development Director
Mark McCluskey, Fire Rescue Chief
Michael Bowen, Police Chief
Brad Hennessee, Facilities Maintenance Director
Kyle Lingo, Fleet Service Assistant Director
Jim Kerr, Transportation Director
Dr. Trey Duke, City Schools Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Consent Agenda

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

1. Investment Advisory & Consulting Agreement (Administration)
2. Lease for Wee Care Day Care (Administration)
3. Affordable Housing Program Legacy Pointe Development (Community Development)
4. FY23 City Manager Approved Budget Amendments (Finance)

5. Purchase of Simunition Protection Equipment (Police)
6. Asphalt and Concrete Purchase Report (Street)
7. Main Street Banner Request (Street)

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

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

Nay: None

Old Business

<u>Ordinance</u>

8. **Ordinance 23-O-14 FY23 Budget Amendment (Second and Final Reading).** The ordinance titled "ORDINANCE 23-O-14 amending the 2022-2023 Budget (6th Amendment)" which passed its first reading on April 12, 2023, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 23-O-13 on second and final reading. Mr. Wade seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

9. **Ordinance 23-O-13 Development Impact Fees (Second and Final Reading).** Mayor McFarland indicated that Council was sent an amended version of the ordinance prior to the meeting. Mr. Wright proposed three amendments to the development impact fee ordinance prior to second reading including: 1) moves the payment due date of the fees from issuance of building permit or if a development plan when the plan is finalized, the amendment language is in Section 16-6(A) and Section 16-9(A); 2) clarify application of the impact fee to ancillary residential structures such as garages, etc. and exempts those unless they are heated or air conditioned, which would make them inhabitable, the amendment language is in Section 16-6(A)(5), and 3) to revise the effective date of the ordinance.

Mr. Wright made a motion to amend Ordinance 23-O-13 passed on first reading as previously stated to include the three amendments. Mr. Wade seconded the motion. Prior to the vote, Mayor McFarland clarified for the record that he would vote on the impact fee, but not on the amount, which would happen as another meeting. Upon roll call, the amendment was passed on following vote:

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

Nay: None

The ordinance titled "ORDINANCE 23-O-13 amending the Murfreesboro City Code, by establishing Chapter 16, Impact Fees" which passed its first reading on April 6, 2023, was offered for passage on its second and final reading, as amended.

Mr. Wright made a motion to approve Ordinance 23-O-13 on second and final reading, as amended. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on second and final reading, as amended, by the following vote:

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

Nay: None

10. Ordinance 23-O-12 Conditions for Water and Sewer Service for Property Outside City Limits (Second and Final Reading). The ordinance titled "ORDINANCE 23-O-12 amending the Murfreesboro City Code, Chapter 33, Water Resources, Article I, Section 33-2.1.1, regarding the conditions for water and sewer service to property outside City limits" which passed its first reading on April 6, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-12 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

<u>Land Use Matters</u>

11. Ordinance 23-OZ-07 Rezoning property along Agripark Drive (Second and Final Reading). The ordinance titled "ORDINANCE 23-OZ-07 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 9.8 acres located along the east side of Agripark Drive from Highway Commercial (CH) District to Planned Residential Development (PRD) District (Arden at

Murfreesboro PRD); FC Murfreesboro, LLC, applicant, [2022-427]" which passed its first reading on April 6, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-07 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

New Business

Resolution

12. Resolution 23-R-09 Budget Amendment No. 7 Additional Federal Awards. Dr. Trey Duke, City Schools Director, presented a Council Communication requesting Council approve Budget Amendment No. 7. The resolution titled, "RESOLUTION 23-R-09 amending the 2022-2023 Murfreesboro City Schools Budget (7th Amendment)" was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 24-R-09. Mr. Wright seconded the motion. Upon roll call, the resolution was passed by the following vote:

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

Nay: None

On Motion

13. Contract for Ceiling Renovations at Mitchell–Nelson. Brad Hennessee, Facilities Manager, presented a Council Communication regarding an agreement between Romach, Inc. and City of Murfreesboro and requested the Council approve the Ceiling Renovations Contract for Mitchell–Nelson Elementary School in the amount of $502,000.

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

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

Nay: None

Mayor McFarland asked Dr. Duke to address Council regarding funding discussion between the Rutherford County School Board and the City Schools regarding keeping a strong partnership and meeting the needs for both growing districts. Dr. Duke addressed the Council.

14. Bulk Purchase of Petroleum Products. Kyle Lingo, Fleet Services Assistant Director, presented a Council Communication regarding the bulk purchase of petroleum products from Hunter Oil Company and requested Council approve the purchase contract.

Ms. Scales Harris made a motion to approve the bulk purchase contract. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Approval of Pre-Emption Project Contract. Mark McCluskey, Chief of Fire Rescue, presented a Council Communication regarding the approval of Pre-Emption Project Contract with Arcadis Incorporated and the City and requested Council approve the contract in the amount of $159,914.

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

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

Nay: None

16. Amendment No. 1 to Purchasing Agreement with Axon. Michael Bowen, Chief of Police, presented a Council Communication regarding an amendment to the purchasing agreement with Axon. The Amendment expanded for installation of compatible cameras in Murfreesboro Police Department (MPD) vehicles. MPD's new patrol vehicles require in-car cameras installation. This amendment adds $62,132 annually to the 10-year contract. Chief Bowen requested Council approve amendment No. 1 to the Axon purchase agreement.

Ms. Scales Harris made a motion to approve Axon Amendment No. 1. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

17. Purchase of Public Safety Software Services. Michael Bowen, Chief of Police, presented a Council Communication regarding the purchase of Public Safety Software Services to assist with providing current technology for communications and records. Chief Bowen and requested Council approve the purchase from Central Square in the amount of $115,675.

Ms. Scales Harris made a motion to approve the contract and purchase of Public Safety Software Services. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

18. Purchase of Radio Equipment from Motorola. Michael Bowen, Chief of Police, presented a Council Communication regarding the purchase of twenty-five new in-car radios from Motorola and requested Council approve the purchase in the amount of $179,569 funded by the American Rescue Plan Act Funds.

Ms. Scales Harris made a motion to approve the contract and purchase of radios from Motorola. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. Professional Services Contract for Replacement of HVAC at Hobgood and Reeves-Rogers. Brad Hennessee, Facilities Manager, presented a Council Communication regarding review of an agreement between Johnson and Bailey Architects P.C. and the City of Murfreesboro to replace the heating, ventilation, and air conditioning (HVAC) systems at Hobgood and Reeves-Rogers Elementary Schools. Mr. Hennessee requested the Council approve the Professional Services Contract in the amount of $171,000.

Ms. Scales Harris made a motion to approve the contract with Johnson and Bailey Architects P.C. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

20. Old Fort Parkway / Franklin Road (SR-96) Resurfacing Contract with TDOT Amendment No. 1. Jim Kerr, Transportation Director, presented a Council Communication regarding the approval of the Resurfacing Contract Amendment No. 1 with the Tennessee Department of Transportation (TDOT) and the City and requested Council approve the Amendment for the resurfacing of SR-96.

Ms. Scales Harris made a motion to approve the Resurfacing Contract Amendment No. 1. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

Beer Permits. Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Regular Beer Permits and Special Event Beer Permits. The following were presented for approval: One Regular Beer Permit for ownership and name change for a restaurant for 521 Northwest Broad Street and One Special Event Beer Permit for the Center for the Arts on April 22, 2023, for 110 West College Street. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits and special event permit issuance for the special event beer permits.

Ms. Scales Harris made a motion to approve the permits. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Craig Tindall, City Manager, stated that the next meeting would be May 4, 2023, for a public comment and regular meeting.

Ms. Scales Harris stated she would not be present for the May 4, 2023 meeting.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:27 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Public Comment Special Session

Thursday, May 4, 2023, at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, May 4, 2023.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Bill Shacklett
Shawn Wright
Kirt Wade

Madelyn Scales Harris and Austin Maxwell were absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder / Finance Director
Chris Yeager, City Clerk

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. He then asked City Recorder Jennifer Brown if anyone had signed up to speak. Ms. Brown indicated two people had signed up to speak, as indicated on the agenda at each Council Members' desk, but they were not present.

Mayor McFarland gave opportunity for anyone present to come forward to speak. The following individual requested to speak and was acknowledged.

Isaac Gilliam, 911 Kay Street, Murfreesboro, spoke in opposition of the ban of the Tennessee Equality Project.

There being no further business, Mayor McFarland adjourned the meeting at 5:35 p.m.

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SHANE MCFARLAND
MAYOR

ATTEST:

_____

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, May 4, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, May 4, 2023.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Bill Shacklett
Kirt Wade
Shawn Wright

Madelyn Scales Harris and Austin Maxwell were absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
David Ives, Assistant City Attorney
Roman Hankins, Assistant City Attorney
Jennifer Brown, City Recorder / Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Greg McKnight, Planning Director
Ryan Hulsey, Airport Manager
Chris Griffith, Executive Director of Engineering
Matt Jarratt, Director of Information Technology
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and acknowledged that today was the National Day of Prayer. He commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ceremonial Items

Proclamation. Mayor Shane McFarland presented and read a Proclamation, on behalf of the entire City Council, to recognize May 7-13, 2023 as Drinking Water Week and asked that all citizens join him in expressing appreciation for Water Resources personnel for their hard work and dedication.

Consent Agenda

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

1. Transportation Department Title VI Program Plan (Administration/Transportation)
2. Contract for Management and Administrative Services for CDBG Program Activities FY24 (Community Development)

3. FY24 Annual Action Plan (Community Development)
4. Homeowner Rehabilitation - 1307 Stonewall Blvd (Community Development)
5. Grant Contract Amendments between Greater Nashville Regional Council and St. Clair Senior Center (Parks)
6. Use of RFCSP Method of Procurement for Transit Buses (Purchasing)
7. Purchase of Stormwater Concrete Piping for Drainage Improvement (Street)
8. Asphalt Purchases Report (Water Resources)

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

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

New Business

Ordinance

9. Ordinance 23-O-17 Setting FY24 Water and Sewer Rate (First Reading). The ordinance titled, "ORDINANCE 23-O-17 amending Chapter 33, Water and Sewers, Section 33-1 of the Murfreesboro City Code, dealing with water resources rates and charges" was offered for passage on first reading.

Mr. Wade made a motion to approve Ordinance 24-O-17. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Resolution

10. Resolution 23-R-11 Unclaimed Property. The resolution titled, "RESOLUTION 23-R-11 requesting unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act" was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-11. Ms. Averwater seconded the motion. Upon roll call, the resolution was passed on its first and only reading by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

On Motion

11. Cleary Construction Airport Pavement Maintenance Contract. Ryan Hulsey, Airport Manager, presented a Council Communication regarding the approval for the Airport Maintenance Contract with Clearly Construction, Inc. to complete various airside pavement maintenance tasks at the Murfreesboro Municipal Airport in the amount of $2,660,073. Project will be funding through federal, state, and local funds.

Vice Mayor Shacklett made a motion to approve the contract. Ms. Averwater seconded the motion, as presented. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Abstain: Kirt Wade

12. FY22 CIP Fund Reallocation for Manson/Fortress Project. Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding FY22 CIP Funds reallocated for the Manson and Fortress Pike Intersection improvements and requested approval of the CIP Fund reallocation. The estimated cost of the project is $1,000, 000.

Mr. Wade made a motion to approve the CIP Fund reallocation. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

13. Contract for Construction for Gateway Boulevard Extension Project. Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding the agreement with Sessions Paving Company for construction of the Gateway Boulevard extension project in the amount of $2,387.982. Mr. Griffith requested Council approve the agreement.

Vice Mayor Shacklett made a motion to approve the contract. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Abstain: Jami Averwater

14. Gateway Boulevard Construction Administration Contract. Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding the agreement and requested Council approve the Administration Agreement between the City and Energy Land and Infrastructure, LLC for $63,120.

Mr. Wade made a motion to approve the contract. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Abstain: Jami Averwater

15. Renewal of Managed Security Service. Matt Jarratt, Information Technology Director, presented a Council Communication regarding the renewal agreement of managed security services for the City and Water Resources and requested Council approve the Agreement between the City and Waypoint Business Solutions for $273,442. The proposed service provides 24-hour cyber-security monitoring.

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

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

16. Amended and Restated Agreement with WastAway for Qualified Biogas Facility. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and agreement regarding approval of the Amended and Restated Agreement between the City and WastAway, LLC. for $2,500,000. The agreement requires design contracts with Griggs and Maloney and WastAway, LLC.

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

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

17. Geotechnical Services for Qualified Biogas Facility on Butler Drive. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding Task Order No. 2 for geotechnical services for the biogas facility on Butler Drive. The increased for cost of services $43,750 raising the total geotechnical expense to $83,750. Mr. Gore requested approval of Task Order No. 2 with Griggs and Maloney, Inc.

Mr. Wade made a motion to approve the Geotechnical Services Task Order No. 2. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

18. SCADA Contract Amendment. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding an amendment with Waypoint Solution for the purchase of two SCADA servers and requested approval of the amendment. The amendment adjusts the contract amount to $194,286.

Mr. Wright made a motion to approve the Amendment with Waypoint Solution. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

19. LJA Engineering Task Order Amendment Hobas Pipe Sewer Rehabilitation. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding a Task Order amendment to rehabilitate Hobas sewer pipes within the sewer system and requested approval of the amendment. The estimated expense is $60,260.

Mr. Wright made a motion to approve the LJA Engineering Task Order Amendment. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

20. Construction Contract for Sewer Rehabilitation. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding a construction contract with SBW Constructors (aka SBW Contractors, Inc.) for sanitary sewer rehabilitation project involving approximately 6,803 linear feet of Hobas sewer interceptor pipe to Council for approval. The expense for this phase of the project, $9,945,158, is funded by MWRD working capital reserves. ARP funds will reimburse a portion of the project.

Mr. Wade made a motion to approve the contract. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

21. SSR Engineering Task Order Amendment Overall Creek Pump Sation. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding an amendment to add services associated with the Overall Creek Pump Station design and construction with SSR Engineering. Mr. Gore requested the additional funds $37,497.50 be approved.

Mr. Wade made a motion to approve the Task Order Amendment with SSR Engineering. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

22. Cable Television Commission. Mayor McFarland presented a Council Communication regarding reappointment of Nathan Brown and Dennis Oneal to the Cable Television Commission. Nathan Brown and Dennis Oneal were both recommended for reappointment with a term expiration of April 30, 2026.

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

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

23. Housing Authority. Mayor McFarland presented a Council Communication regarding the reappointment of Michelle Thomas to the Murfreesboro Housing Authority. Michelle Thomas was recommended for reappointment with a term expiration of May 3, 2028.

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

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

24. Pension Committee. Mayor McFarland presented a Council Communication regarding the reappointment of Earl Hull, Greg Sample, and Erin Tucker and appointment of Jennifer Brown replacing Melissa Wright and Justin Burris replacing Charles Myatt to the Pension Committee. Earl Hull, Greg Sample, and Erin Tucker were recommended for reappointment with a term expiration of June 1, 2026. Jennifer Brown and Justin Burris were recommended for appointment with a term expiration of June 1, 2026.

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

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Licensing

No regular beer permits or special event beer permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

Mr. Tindall announced that the next meeting will be held on May 10, 2023, at 11:30 am for the Workshop Meeting.

Vice Mayor Shacklett announced JazzFest will be held at The Fountains this weekend, May 5, 2023.

Mr. Wright announced the first Market on the Square will be held on Saturday, May 6, 2023.

Mayor McFarland spoke about complaints regarding muffler and racing cars in the past year. The mayor stated it is against the City's Code and ordinances to have loud mufflers. Murfreesboro Police Department will be issuing fines for those who are not in compliance.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:30 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER / CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Workshop Regular Session

Wednesday, May 10, 2023, at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:35 a.m. on Wednesday, May 10, 2023.

Council Members Present

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

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Erin Tucker, Budget Director
Lesley Short, Assistant Finance Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Action Items

1. **Ordinance 23-O-20 FY23 Budget Amendment (First Reading).** Erin Tucker, Budget Director, presented a Council Communication to amend the FY23 Budget. The ordinance titled, "ORDINANCE 23-O-20 amending the 2022-2023 Budget (7th Amendment)" was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 23-O-20. Ms. Scales Harris seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Nay: None

2. Resolution 23-R-17 FY23 Community Investment Trust Budget. Erin Tucker, Budget Director, presented a Council Communication requesting Council approval of the FY23 Community Investment Trust Budget. The resolution titled, "RESOLUTION 23-R-17 approving the budget of the Community Investment Trust for the Fiscal Year 2023" was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 23-R-17. Ms. Averwater seconded the motion. Upon roll call, the resolution was passed by the following vote:

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

Nay: None

3. Construction Contract for 2140 Thompson Lane Renovations. Sam Huddleston, Assistant City Manager, presented a Council Communication requesting Council approve the construction contract with Baron Construction LLC and the established project budget for renovations to the Fire Rescue and Parks Administration building located at 2140 N. Thompson Lane. The project budget of $2,600,000 will be funded from the FY21 CIP Budget. Discussion ensued.

Mr. Maxwell made a motion to approve the contract and project budget. Vice Mayor Shacklett seconded the motion. Upon roll call, motion was passed by the following vote:

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

Nay: None

4. Development Agreement with Rutherford County and the Rutherford County Board of Education. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and PowerPoint presentation requesting approval of the Development Agreement with Rutherford County and the Rutherford County Board of Education pertaining to property located outside the City limits and providing for extending City sewer service to that property. The proposed development agreement permits private sewer facilities to the two proposed schools upon approval of construction by Murfreesboro Water Resources Department. Rutherford County Schools is responsible for design, construction, maintenance, and repair of sewer facilities. The agreement also requires Rutherford County Schools and Rutherford County agree upon plans to improve Blackman Road and Baker Road for internal traffic circulation, as

recommended in the Traffic Impact Study. Discussion ensued. Adam Tucker, City Attorney, confirmed that Rutherford County Schools has conducted and received the results of the Traffic Impact Study and provided the report to City staff in the process of negotiating the Development Agreement.

Mr. Gore requested Council approve the Development Agreement with Rutherford County Board of Education and Rutherford County.

Mr. Maxwell made a motion to approve the Development Agreement with Rutherford County Department of Education and Rutherford County. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: Jami Averwater

Workshop Items

5. 10-yr Plan Update and Proposed Fee Structure. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and documents reviewing an updated ten-year planning document for solid waste and a proposed supporting fee structure for the City of Murfreesboro. This plan finances an alternative solid waste disposal and management solution that does not rely on an expansion of Middle Point Landfill. The plan update initiates an eight-year strategy to move the Solid Waste Department toward a self-supporting utility service. This strategy entails a proposed $2.00 increase per month per residential solid waste customer and $5.00 increase per month per commercial solid waste customer outside the Central Business District. The Council discussed residential and commercial solid waste fees. Discussion ensued. No action was taken.

6. Broad Street Redevelopment Project. Mayor McFarland informed the Council this item was pulled from the agenda. This item was deferred until a later meeting due to a vendor request.

7. Development Impact Fee. Craig Tindall, City Manager, presented a Council Communication for consideration of Development Impact Fees. Some consideration has been given to assessing residential units on a per square foot basis with the other use types being set that the total fee amount. Mr. Tindall presented information on potential development impact fee rates and distribution of funds. The fees are based on the consultant findings. Council direction was requested to complete the ordinance establishing the fees that will be assessed. The Council discussed fees by land use type and unit type as well as the ordinance that will establish fees.

Mr. Wright made a motion to recommend the fee schedule for the ordinance be set at $3.00 per square foot for residential and full load for all others by dwelling. Mr. Maxwell seconded the motion. Discussion ensued. Mayor McFarland indicated he would like the motion setting the fee be made in a televised meeting; this vote is only the recommendation of the fee to come back to Council with the ordinance. Vice Mayor Shacklett requested a public hearing for stakeholders occur at when the ordinance is presented .

Mr. Wright amended the motion to recommend the fee for the ordinance to $3.00 dollars a square foot with a coinciding public hearing for stakeholders. Mr. Maxwell seconded the motion. Upon roll call, motion failed by the following vote:

Aye: Austin Maxwell, Bill Shacklett, Shawn Wright

Nay: Jami Averwater, Madelyn Scales Harris

Abstain: Shane McFarland

Ms. Averwater requested Council hold a public hearing with stakeholders prior to the approval of an ordinance. Council directed City staff to draft a fee schedule ordinance to be presented to Council with the fee amount to be decided. Adam Tucker, City Attorney, stated he could draft the ordinance, without the fees, for the public hearing.

8. CIP Reallocation. Jennifer Brown, City Recorder/ Finance Director, presented a Council communication and documents regarding CIP reallocation schedule and the CIP funds transfer request between the Bond Fund and General Fund for Towne Creek and Rucker Lane. This information was provided to Council as notification only and no vote was necessary.

9. March 2023 Dashboard. Erin Tucker, Budget Director, presented a Council Communication and documents regarding the March 2023 Dashboard. This information was provided to Council as notification only and no vote was necessary. Discussion ensued regarding hotels and motels.

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

10. Beer Permits. No beer permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

Erin Tucker, Budget Director, informed Council of a special meeting at 4:00 p.m. on May 25, 2024, to discuss the yearly budget. This meeting will take place prior to Council's regular meeting session at 6:00 p.m. Discussion ensued regarding scheduling the budget meetings.

Mr. Maxwell asked if workshop meetings could be held on Thursdays rather than Wednesdays to help with staff and meeting requirements. Adam Tucker, City Attorney, will draft an ordinance to amend the meeting day for Council workshops to be held the second Thursday of each month.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:58 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title: Community Investment Program Funds Reallocations

Department: Administration

Presented by: Erin Tucker, CFO/City Recorder

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Community Investment Program (CIP) funds transfers for various projects

Background Information

Funding for various CIP projects can be reallocated to Police, Towne Creek and Parks & Recreation for CIP eligible projects.

- Police is requesting $1.77m in reallocated funds for vehicles, parking lot repaving, radios and a new CAD server.
- Administration is requesting $7.6m in reallocated funds for Towne Creek.
- Parks is requesting $660,000 in reallocated funds Patterson Park improvements.

In addition, a correction to the CIP reallocation for the Airport land purchase is requested for approval. The total approved by Council ($760,000) remains unchanged, however the source of the funds has been updated.

Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers, totaling $10.1m, split between CIP funds ($2.5m), General Fund ($6.3m), General Fund's MED Proceeds ($1.3m), will have no effect on the total CIP Funds balance.

Attachments

1. CIP Funds Transfer Request – Airport (corrected)
2. CIP Funds Transfer Request – Towne Creek
3. CIP Funds Transfer Request – Police
4. CIP Funds Transfer Request – Parks

City of MURFREESBORO TENNESSEE

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CIP Funds Reallocation Request (Corrected)

Mr. Gore:

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

CIP Loan 2021 Bond

Transfer CIP funds from:			Transfer CIP funds to:		
Solid Waste Design Services-Biogas Facility (WastAway)	$	(244,811.08)			
Recreation Land Purchase	$	(66,692.00)			
Patterson Imprv - Roof	$	(386.90)			
Recreation Paving Imprv	$	(50,000.00)			
West Park	$	(3,596.71)			
Pavement Maint/Blastpad (Stopway)	$	(135,668.75)			
Fuel Farm	$	(258,843.99)	Airport Land	$	759,999.43
TOTAL TRANSFER	$	(759,999.43)	TOTAL TRANSFER	$	759,999.43

Explanation: It is requested that $755,999.43 be reallocated from the projects listed above to Airport Land for the purchase of two properties in the Runway Protection Zone.

CFO/City Recorder — Date: 12-31-24

Vicki J Massey
Reviewed by Finance — Date: 12-30-24

Approved ☑

Declined ☐

City Manager

Date: 12/31/24

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

City of MURFREESBORO TENNESSEE

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CIP Funds Reallocation Request

Mr. Gore:

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

CIP Loan 2021 Bond, 2022 Bond, FY25 CIP, General Fund, General Fund MED Proceeds

Transfer CIP funds from:			Transfer CIP funds to:	
Front/Vine Realignment (Gen.Fund/MED Proceeds)	$	1,300,000.00	Towne Creek	$ 7,600,000.00
Additional City Facilities (General Fund)	$	2,000,000.00		
Towne Creek Property Purchase (General Fund)	$	1,500,000.00		
Additional City Facilities (FY25 CIP)	$	700,000.00		
Materials Management Station (General Fund)	$	2,000,000.00		
Land Acquisition/Contingency Costs (2022 Bond)	$	94,999.74		
City Hall Renovations (2022 Bond)	$	5,000.26		
TOTAL TRANSFER	$	7,600,000.00	TOTAL TRANSFER	$ 7,600,000.00

Explanation: It is requested that $7,600,000 be reallocated from the projects listed above to Towne Creek.

CFO/City Recorder — Date: 12-30-24

Vicki J Massey
Reviewed by Finance — Date: 12-30-24

Approved ☑

Declined ☐

City Manager

Date: 12/30/24

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

City of MURFREESBORO TENNESSEE

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CIP Funds Reallocation Request

Mr. Gore:

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

CIP Loan 2021 Bond, 2022 Bond, FY25 CIP, General Fund, General Fund MED Procee

Transfer CIP funds from:		Transfer CIP funds to:	
Greenway North Connector (General Fund)	$ 244,811.08	Police Vehicles	$ 900,492.55
Patterson Improvements (roof) (2021 Bond)	$ 1,175.69	Police Parking Lot repaving	$ 200,000.00
Topdresser - Siegel and Ballfields (2021 Bond)	$ 21,000.00	Police Radios	$ 300,000.00
Parks Vehicle Replacement (2022 Bond)	$ 21,707.00	Police CAD server	$ 370,000.00
Land Acq/Contingency costs/Prelim Design (2021 Bond)	$ 20,458.99		
Land Acq/Contingency costs/Prelim Design (2022 Bond)	$ 307,994.01		
Design Services - Biogas Facility (WastAway) (2022 Bond)	$ 462,504.82		
Design Services - Biogas Facility (WastAway) (General Fund)	$ 565,384.18		
McKnight Park Road (2022 Bond)	$ 125,456.78		
TOTAL TRANSFER	$ 1,770,492.55	TOTAL TRANSFER	$ 1,770,492.55

Explanation: Council originally approved $244,811.08 to be reallocated from the Greenway North Connector to Airport for property purchase. These funds will instead be used for the Police equipment purchase along with other amounts listed above.

CFO/City Recorder — Date: 12-30-24

Vicki J Massey
Reviewed by Finance — Date: 12-30-24

Approved ☑

Declined ☐

City Manager

Date: 12/30/24

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

City of MURFREESBORO TENNESSEE

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CIP Funds Reallocation Request

Mr. Gore:

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

CIP Loan General Fund

Transfer CIP funds from:		Transfer CIP funds to:	
Parks - Barfield Crescent Park Expansion (General Fund)	$ 660,000.00	Parks - Patterson Improvements	$ 660,000.00
TOTAL TRANSFER	$ 660,000.00	TOTAL TRANSFER	$ 660,000.00

Explanation: Additional funding is needed for Patterson Park Improvements. It is requested that this amount be reallocated from the Parks- Barfield Crescent Park Expansion line item.

CFO/City Recorder — Date: 12-30-24

Reviewed by Finance: Vicki J Massey — Date: 12-30-24

Approved ☑

Declined ☐

City Manager

Date: 12/30/24

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

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title: CAD Rehost Dispatch Servers

Department: Information Technology

Presented by: Matt Jarratt, IT Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the purchase of network hardware and software for the Computer Aided Dispatch (CAD) rehost project.

Staff Recommendation

Approve the purchase of network hardware and software for the CAD rehost project.

Background Information

The Murfreesboro Police Department (MPD) requires updated network hardware and software to enhance its capabilities and support the ongoing Computer-Aided Dispatch (CAD) Rehost Project. The current CAD equipment has reached end-of-life and is unable to meet the upgrade requirements for the updated CentralSquare CAD system, scheduled for installation in 2025. These upgrades will ensure compatibility with the existing system and the forthcoming version, while also aligning with Criminal Justice Information Systems (CJIS) compliance standards.

The City's Information Technology (IT) Department has relied on Waypoint's technical engineering services since 2013 for multiple projects, including updating and expanding the City's network infrastructure. The equipment recommended by Waypoint meets and exceeds CentralSquare's minimum requirements for running the current CAD system and supporting future software upgrades. The purchase will enable compliance with Criminal Justice Information System (CJIS) standards and ensure reliable operation of MPD's critical dispatch services.

- Four Servers: To upgrade the CAD environment supporting Dispatch operations for Police and Fire.
- Two Dell Network Switches: To manage communication traffic efficiently.
- One Dell Storage Solution: For storing CAD and Dispatch data.
- WayPoint Installation Services: For installation of the hardware above.
- 128 VMware Licenses: To enable IT to create additional virtual servers as needed.

Council Priorities Served

Maintain public safety

The network upgrade will ensure operational continuity, compliance, and future scalability to the City's public safety systems infrastructure.

Fiscal Impact

The total expenditure of $369,828.00 will be made from reallocated CIP funds.

Attachments

Waypoint Agreement

Docusign Envelope ID: D9C6A7E9-133F-4E2C-92E4-527E73601D5C

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WAYPOINT BUSINESS SOLUTIONS, LLC
FOR
INFORMATION TECHNOLOGY PRODUCTS AND SERVICES

This Agreement (the "Agreement") is entered into this _____day of January 2025 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **WAYPOINT BUSINESS SOLUTIONS, LLC**, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- ***Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education (Attachment "A");***
- ***Amendment to Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education, Dell Contract Code: C000000381302/51AHO (Attachment "B");***
- ***Waypoint's Quote #AAAQ22329 dated November 27, 2024 (Attachment "C"); and***
- ***This Agreement***

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

1. ***Any properly executed amendment or change order to this contract (most recent with first priority)***
2. ***This Agreement***
3. ***Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education***
4. ***Amendment to Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education, Dell Contract Code: C000000381302/51AHO***
5. ***Waypoint's Quote #AAAQ22329 dated November 27, 2024***

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.

2. **Duties and Responsibilities of Waypoint.** Waypoint agrees to provide, and City agrees to purchase the equipment and services set forth on Waypoint's Quote #AAAQ22329 dated November 27, 2024, from Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education as amended. Waypoint is an Authorized Reseller for Dell on the Wilson County Board of Education Contract. Furthermore, the City may utilize this Contract to procure additional equipment and services from Contractor per the Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell

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Marketing L.P. and Wilson County Board of Education through the term of the contract as amended (March 28, 2024, to March 27, 2029). Such future procurements shall be executed through a Purchase Order after purchases exceeding $25,000 have been approved by Council.

3. **Agreement for Services.** In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely response to any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

4. **Term**. The term of this contract shall be from March 28, 2024 (the "Effective Date") to March 27, 2029 (the termination date for the Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education as amended).

5. **Termination.** Waypoint's performance may be terminated in whole or in part:
   a. Upon 30-day prior notice, for the convenience of the City.
   b. For the convenience of Waypoint, provided that Waypoint notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
   c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
   d. Should Waypoint fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
   e. Should the appropriation for Waypoint's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.

6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.

7. **Payment.**

   a. **Price.** The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Waypoint's Quote #AAAQ22329 dated November 27, 2024, which reflects a purchase price of $369,827.78. The **total price** for the goods and other items to be provided under the initial purchase under this Agreement is **$369,827.78**. Future purchases under this Agreement which exceed $25,000.00 will be presented to Council for approval through a purchase order and future purchases under $25,000.00 will be presented to the City

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Manager for approval through a purchase order. Any compensation due Waypoint under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Waypoint after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number. Final payment shall not be made until after performance is complete.

b. **Delivery**. Deliveries of all items shall be made within 60 calendar days of order or as best provided by Contractor at 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact Person James W. Beasley, IT Network Manager, (tel. 615-648-7169; email. jbeasley@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Waypoint's Quotes #AAAQ22329 and #AAAQ22330. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for making any and all claims against carriers for missing or damaged items.

c. **Acceptance**. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education as amended.

d. **Purchase Order**. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City Delivery and freight charges are to be prepaid and included in the purchase price.

e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. Insurance.

a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:

i. Commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 aggregate;

ii. Automobile liability insurance of at least $1,000,000 per occurrence;

iii. Professional (errors and omissions) liability insurance of at least $1,000,000 per claim and $1,000,000 aggregate; and

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iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of $500,000 per occurrence.

b. Waypoint will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential , or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

a. **City Indemnity Obligation**. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.

b. **Waypoint Indemnity Obligation.** Waypoint shall defend, indemnify and hold harmless City

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from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

12. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.

13. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the authorized representatives of Waypoint and the City. It is thereafter effective as of the date set forth above.

14. **City Data.** City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

15. **General Provisions.**

    a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.

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b. **Compliance with Laws.** Waypoint agrees to comply with any applicable federal, state and local laws and regulations.

c. **Maintenance of Records.** Waypoint must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

d. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

e. **Relationship of the Parties.** Nothing herein may in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

f. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

g. **Employment.** Waypoint may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

h. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Waypoint certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

i. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in

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any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

j. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

k. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.

l. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

m. **Iran Divestment Act of Tennessee.** Waypoint certifies, under penalty of perjury, that to the best of its knowledge and belief that Waypoint is not on the list created pursuant to T.C.A. §12-12-106.

n. **Non-Boycott of Israel**. Waypoint certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier of goods under this Agreement is not boycotting Israel pursuant to T.C.A. § 12-4-119 and will not boycott Israel during the term of Agreement.

o. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.

p. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

q. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

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Waypoint Business Solutions, LLC
ATTN: Paul Neyman
President/CEO
118 Vintage Park Blvd, W414
Houston, Texas 77070

or

Email: pneyman@waypointsolutions.com

City of Murfreesboro
ATTN: City Manager
111 West Vine Street
Murfreesboro, TN 37130

or

Email: dgore@murfreesborotn.gov with copy to atucker@murfreesborotng.gov

r. **Delay.** Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.

s. **Dispute Resolution**. City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential to the extent permitted by law. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

t. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[signatures appear on the following page]

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IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2025 (the "Effective Date").

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:

Signed by:
Adam F Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

Waypoint Business Solutions, LLC

Signed by:
Paul Neyman
13364E8329FC445...
By: _____
Paul Neyman, President

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ATTACHMENT "A" TO 2025 CITY & WAYPOINT AGREEMENT

March 28, 2019
60 months
expires
March 27, 2024

DELL CONTRACT CODE# 51AHO

CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES

between

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682
("Dell")

and

Wilson County Board of Education
415 Harding Drive
Lebanon, Tennessee 37087
("Customer")

This Customer Purchase Agreement ("CPA"), made between Customer and Dell as of the date of last signature below (the "**Effective Date**"), together with any Schedules, governs Customer's purchase of Products and Services from Dell for internal use. Customer and Customer's Affiliates may order from Dell and Dell's Affiliates under this CPA, in which case such Affiliates shall be "Customer" and "Dell" for the purposes of such orders. Dell and Customer are each referred to individually as a "party," and collectively as the "parties."

1. DEFINITIONS

A. "**Dell**" means Dell Marketing L.P. or the Dell Affiliate identified on the Order.

B. "**Dell Affiliate**" means a direct or indirect subsidiary of Dell Inc. located in the United States.

C. "**Hardware**" means computer hardware, related devices and other accessories including all embedded components (excluding Software).

D. "**Hardware Services**" means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).

E. "**Order**" means an order placed for Products and/or Services by (a) a written ordering document or agreement under this CPA that is executed by the parties, such as a signed Dell quotation or SOW, (b) Dell's online ordering process at Dell.com or other Dell electronic ordering process agreed to by Dell and Customer, or (c) a Customer purchase order accepted by Dell.

F. "**Products**" means Hardware, Software or both.

G. "**Professional Services**" means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.

H. "**Schedule(s)**" means the Product Schedule or Services Schedule to this CPA, and any other schedules later executed by the parties under this CPA, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule, capitalized terms in Schedules shall have the meaning defined in the CPA.

I. "**Services**" means either Hardware Services, Professional Services, or both.

J. "**SOW**" means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to Customer, including without limitation, "Statements of Work," "Service Descriptions," "Specification Sheets," "Task Orders," "Order Forms" and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at Dell.com/servicecontracts/global.

K. "**Third-Party Products**" means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.

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2. TERM; AUTO-RENEWAL

This CPA continues for a period of five (5) years from the Effective Date. Unless terminated under Section 10 ("Termination"), this CPA may be renewed on the anniversary of the Effective Date for one (1) additional five (5) year period (each period, a "**Term**"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current Term. Each Service and Software license will continue for the term stated in the applicable SOW or Software Agreement (as defined in Section 5.B), unless terminated earlier in accordance with its terms or this CPA. Hardware Service may be renewed if Customer pays a renewal invoice from Dell or continues to use the Hardware Service past its initial term.

3. ORDERING AND PAYMENT

A. **Quotes and Orders.** Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to this CPA (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. Customer shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.

B. **Payment.** Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Payment must be made in the method and currency identified by Dell. Dell must approve in writing any assignment by Customer of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC). Dell, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. Customer will pay all reasonable legal fees (including reasonable attorney's fees) and costs associated with collection of overdue amounts.

C. **Taxes.** Customer is responsible for payment of any sales, use, VAT, GST and any other similar taxes or governmental fees associated with Customer's Order, except for taxes based on Dell's net income, gross revenue or employment obligations. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, goods and services, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction, and will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.

4. SERVICES

The following shall apply to all purchases of Services under this CPA:

A. **SOW.** Services shall be subject to the additional terms contained in any SOW executed or otherwise provided by Dell in connection with the Service.

B. **Third-Party Products.** If Customer provides or makes available Third-Party Products for Dell to use in connection with the Services, Customer (a) authorizes Dell to use such Third-Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make the Third-Party Products available to Dell, and (c) agrees that Dell shall not be liable to Customer if Dell's authorized use causes warranties or other services contracts for the Third-Party Products to become void.

C. **Services Software.** "**Services Software**" is Software that Dell may make available to Customer as necessary to enable Customer to receive and use the Services. Services Software may be hosted by Dell or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software as necessary to receive

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and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.

D. **Customer Obligations.** Except as may be expressly agreed by the parties in writing, Customer shall be solely responsible to back up all data on its systems and to install all equipment or technology upgrades, refreshes, and replacements. Customer shall provide timely access to Customer personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on Customer's premises, Customer shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.

E. **Data.** In connection with Dell's performance of or Customer's use of the Services or Services Software, Dell may obtain, receive, and/or collect data or information, including system-specific data (collectively, the **"Data"**). Customer grants Dell (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or the Services Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Dell's internal, marketing and sales activities; and (iii) the right to copy and maintain the Data on Dell's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in order for Dell to provide Services hereunder.

F. **Updates.** It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

5. SOFTWARE

Customer may purchase Software licenses under this CPA for Software licensed to Customer by Dell or a Dell Affiliate (**"Dell Licensed Software"**) and for Software licensed to Customer by a third party (**"Third-Party Software"**).

A. **"Software"** means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.

B. **"Software Agreement"** means either (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to Customer by Dell, then the applicable licensing terms found at www.dell.com/licenseagreements will apply.

C. **"Software Terms"** means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the "Licensor") (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the Licensor's rights in connection with a change of control of Licensor or a sale of its assets; (f) Customer's compliance obligations with respect to the Software; (g) the parties' rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties' liability in the event of a misappropriation, misuse, or disclosure of the other party's intellectual property, including, but not limited to the Software.

D. **Governing Terms.** Dell Licensed Software shall be governed by this CPA, the Software Terms, and the applicable Order provided to Customer by Dell (if any). Third-Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and Customer, the sections of this CPA regarding payment, taxes, warranty, and liability.

6. LIMITED WARRANTY

DELL'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. DELL'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS

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EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "**HIGH-RISK ACTIVITIES**").

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."

7. CONFIDENTIALITY

"**Confidential Information**" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("**Representatives**"), or governmental taxing authorities, on a "need-to-know" basis in connection with this CPA. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party's trade secrets and intellectual property shall never expire.

8. INDEMNIFICATION

A. Dell shall defend and indemnify Customer against any third-party claim that Dell-branded Products, Services or any tangible items provided as part of the Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Claims**"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products or Service-related deliverables, if any, or for Dell to continue performing the Services; (2) modify such Products or Services to make them non-infringing; (3) replace such Products or Services with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Service-related deliverables, if any. Dell shall have no obligation for any claim arising from (a) modifications of the Products or Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products; (c) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes Customer provides or requests or (d) Customer's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement. Dell's duty to indemnify and defend under this Indemnification Section is contingent upon: (i) Customer's prompt written notice of the Claim (ii) Dell's right to solely control the defense and resolution of the Claim, and (iii) Customer's cooperation in defending and resolving the Claim. These are the exclusive remedies for any third-party intellectual property claim, and nothing in this CPA or elsewhere will obligate Dell to provide any greater indemnity.

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B. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, Customer shall indemnify, to the extend allowed by law, Dell against any third-party claim resulting or arising from (1) Customer's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by Customer to be used with, installed or integrated as part of the Products or Services; (2) Customer's violation of Dell's proprietary rights; (3) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws; or (4) Customer transferring or providing access to Excluded Data to Dell.

C. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, each party shall indemnify, to the extend allowed by law, the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in the performance of its obligations under this CPA.

D. The indemnified party will (a) promptly notify the indemnifying party in writing of any such claim and grant the indemnifying party sole control of the defense and resolution of such claim and (b) cooperate with the indemnifying party, at the indemnifying party's expense, in defending and resolving such claim.The indemnification provisions of this section shall be limited by the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act as applied to Customer.

9. COMPLIANCE WITH LAWS

A. Customer's purchase of Dell's Products or Services is for its own use, not for resale, export, re-export, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions, as well as comply with Dell's trade compliance policies. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except with prior written authorization by Dell's trade compliance and/or legal teams and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.

B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Dell is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Dell shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.

C. Dell's privacy policies explain how Dell treats personal information and protects its customers' privacy and can be found at Dell.com/privacy.

10. TERMINATION

Either party may terminate this CPA for convenience by providing at least 30 days prior written notice to the other or by providing timely written notice of non-renewal under Section 2. Either party may terminate this CPA, a SOW, or a Software Agreement (a) for a material breach of the CPA, SOW, or Software Agreement by the other party whichis not cured within 30 days of the breaching party's receipt of written notice of the breach

Dell may terminate this CPA, a SOW, or a Software Agreement with 10 days' written notice if Customer does not make payment as required by this CPA or the applicable SOW or Software Agreement (where such payment is not subject to a good faith dispute).If this CPA is terminated for convenience (or not renewed), all then-existing SOWs and Software Agreements shall remain in force for their stated term and shall continue to be governed by this CPA. If this CPA or an SOW or Software Agreement is otherwise terminated, all rights and obligations of the parties under this CPA or the

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terminated SOW or Software Agreement shall automatically terminate, except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

11. LIMITATION OF LIABILITY

A. EXCEPT FOR CLAIMS RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CPA OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.

B. EXCEPT FOR CLAIMS RESULTING FROM THE A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO THE AMOUNTS PAID DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (i) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (ii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.

C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12. ADDITIONAL TERMS

A. **Independent Contractor Relationship; Assignment; Subcontracting.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an express or implied obligation on behalf of the other party except as specified in this CPA. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Dell has the right to assign, transfer, subcontract, or delegate in whole or in part this CPA, or any of its rights, duties, obligations or liabilities provided that if it delegates or subcontracts its duties in providing Services, Dell shall remain responsible for the performance of such Services under this CPA. Customer may not assign or transfer this CPA without Dell's permission, which shall not be unreasonably withheld.

B. **Excused Performance.** Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of Dell, its affiliates or their subcontractors to perform their obligations under this CPA will be excused to the extent such non-performance is caused by the acts or omissions of Customer, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this CPA (including payment), but rather will only excuse a delay in performance.

C. **Personnel.** If Customer submits a written notice (with details of Customer's concerns) request to Dell to discontinue immediately or as of a certain date from using a particular individual or subcontractor (whether an individual or entity) to provide services under this CPA, Dell will work to quickly comply with the request and notify Customer of the steps to be taken to address the request; and, Customer understands and acknowledges that any change that may occur as a result of the request may have an impact on the timing and availability of the services and products that are impacted by any such change.

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D. **Excluded Data.** Customer acknowledges that Products and Services provided under this CPA are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "**Excluded Data**"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.

E. **U.S. Government Restricted Rights.** The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.

F. **Governing Law.** This CPA and any related SOW(s) and Software Agreements, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "**Dispute**") will be governed by the laws of the State of Tennessee, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

G. **Venue.** The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in the State of Tennessee. The parties agree to submit to the personal jurisdiction of such courts and waive any right to have any Dispute resolved in any other venue. If any party breaches this provision by filing in any other court, the breaching party will owe the non-breaching party all their attorneys' fees and costs incurred in response to that breach.

H. **Limitation Period.** NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR DISPUTE FILED MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

I. **Dispute Resolution.** Customer and Dell will attempt to resolve any Dispute through negotiation. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

J. **Attorneys' Fees.** In any Dispute, each party will bear its own attorneys' fees and costs.

K. **Notices.** Notice to Dell under this CPA or any related Order must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, to be effective upon receipt.

Dell Marketing L.P., Attn: Contracts Manager
One Dell Way, Round Rock, Texas 78682
Dell_Legal_Notices@dell.com

Wilson County Schools
Deputy Director of Schools
415 Harding Drive
Lebanon, TN 37087

L. **Entire Agreement; Order of Precedence; Severability.** This CPA, including its Schedules, attachments and Orders, each of which is incorporated in this CPA for all purposes, constitutes the entire agreement between the parties concerning the subject matter of this CPA. There are no representations, understandings or agreements, written or oral, relative to this CPA that are not fully expressed in this CPA. In entering into this CPA, neither party is relying upon any representations or statements of the other that are not fully expressed in this CPA; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Schedule, or an Order, the terms will take precedence in the following order: the Order, the Schedule, and

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this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Software Agreement, or an Order, the terms will take precedence in the following order: the Order, the Software Terms, and this CPA. Notwithstanding the foregoing, any preprinted terms on Customer's purchase order shall be of no force or effect. Modifications to this CPA will be made only through a written amendment signed by both parties. If any provision of this CPA, or any Schedule or SOW is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this CPA or the affected Schedule or SOW will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

By their signatures below, Dell and Customer agree to the terms and conditions in this CPA:

Dell Marketing L.P. ("Dell")

By:

Amanda Eliz Hudson
Signature

Amanda E. Hudson
Printed Name

Contracts Manager
Position

March 28, 2019
Date

Wilson County Board of Education ("Customer")

By:

Donna L. Wright
Signature

Donna L. Wright
Printed Name

Director of Schools
Position

3-22-19
Date

By:

Larry Tomlinson
Signature

Larry Tomlin
Printed Name LARRY TOMLINSON

Chairman of the Board
Position

3/22/19
Date

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Product Schedule to Customer Purchase Agreement

1. **General.** This Product Schedule ("Schedule"), in addition to the Customer Purchase Agreement ("CPA"), into which this is hereby incorporated, states the terms for Orders for Products and Hardware Services by Customer from Dell. Unless otherwise defined in this Schedule, capitalized terms herein shall have the meaning defined in the CPA.

2. **Prices.** The prices charged for Products purchased under this Schedule shall be the fixed price for Standard Configurations as specified in Exhibit A to this Schedule or as otherwise quoted by Dell. Additional charges will apply if Customer requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.

3. **Shipping Charges; Title; Risk of Loss.** Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within 5 days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.

4. **Hardware Returns, Exchanges and Repairs.** Customer agrees to Dell's return policy at Dell.com/returnspolicy. Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for the return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees may apply. If Customer fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.

5. **Cancellation of Order.** Customer may change or cancel an order for Dell-branded Products only up until the time Dell begins manufacturing the Products. Otherwise, Customer may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.

6. **Exclusions.** Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.

7. **Suspension of Hardware Services.** Dell may suspend Hardware Services if Customer purchased the Hardware Services through a reseller and the agreement between Customer and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer.

8. **Limited Warranty.** The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at Dell.com/warrantyterms. Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. Customer's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.

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Exhibit A to Product Schedule
Special Pricing Structure for Fixed Configurations

Special Pricing. During the Special Pricing Period, the referenced/attached Dell Configurations will be available to Customer for Customer's direct purchases from Dell and only for Customer's own internal use at the stated prices (for purchases from and delivered within the United States). Customer may only use such purchased items for its' own internal business uses and the purchases may not be sold, transferred, leased, or otherwise provided to any other entity or individual. The stated prices are fixed prices for the specific Dell Configurations and may not be aggregated or combined with any other discounts for which Customer may be eligible. In addition, the pricing terms set out above only apply to the specific Dell Configurations and any modifications or other items will be quoted by Dell for acceptance by Customer or otherwise as agreed in writing by Customer and Dell.

The Dell Configurations may be revised as mutually agreed without amending the contract, via mutually agreed quotations through the online electronic ordering portal made available for use by Customer.

Quarterly Reviews and Product Transition. Dell's account team will meet with Customer on a quarterly basis to review pricing, as well as Customer's purchased volumes and purchase forecasts. If an above Dell Configuration reaches the end of its life cycle during the Special Pricing Term, Dell will continue to work with Customer to develop a plan for a smooth transition to a comparably configured (specifications and functionality at or above the overall system levels of the discontinued Dell Configuration). The prices for any future configurations offered to Customer are subject to change for: (i) any factor external to Dell that may have a material impact on Dell's business operations or supply chain (ii) in the event of structural or significant changes in the way Dell develops its list pricing; (iii) if key vendors to Dell significantly change their pricing structure to Dell; or (iv) if Customer breaches or otherwise materially fails to comply with its commitments under this Agreement. In the event of a pricing change (whether a reduction or an increase), the new pricing will apply only to future orders placed by the Customer, and the new pricing will be subject to acceptance and approval by Customer through orders through Customer's electronic ordering portal or by a formal amendment to this agreement.

Technology Changes. As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Dell's policy is necessarily one of product update and revision. Dell may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Dell will provide a product of the same or greater functionality, providing the product is available as part of Dell's standard product listing. Should the original product be discontinued before the replacement product has reached price parity with the original product, Dell reserves the right to re-negotiate prices for the products.

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Exhibit A to the Product Schedule

Special Pricing Structure for Catalog Offers

Discount Structure

For general purchases, Dell will provide the minimum discounts identified below for select offerings generally described in the below table. The discounts are based on Dell's then current retail pricing and Dell reserves the right to change the retail pricing (which would also change the discounted selling price) at any time to apply to future orders.

Discounts: Product classifications and Categories may be changed by Dell without notice.

Discount Category	Product Classification	Minimum Discount off Dell Retail Price
A	PowerEdge Departmental Servers, PowerApp Appliance Servers, PowerVault Storage Products, Precision Workstations, Selected Dell/EMC; Selected OptiPlex Desktops and Selected Latitude Notebooks, VxRail	11.5%
F	Toner; Third-Party Printers through Dell S&P	No discount
H	Value Latitude, OptiPlex , Workstation, Future Products to be Determined	5%
M	3rd Party Software & Peripherals – Mainstream Products	5%
O	Selected Service on PowerEdge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus, Business Care Plus-On-Site Service (all years)	13%
R	On-Site Service – NBD On-Site Service (Extended years), Critical Care On-Site Service (all years)	14.5%
S	Selected Promotional Offers; Inspiron; Selected Latitude, SC PowerEdge; Selected Dell/EMC Branded Peripherals/Imaging; Power Connect, Axim, Projector, Printer	2%
X	Software and Peripheral (S&P) Specific, Non-discountable Products	No discount
ZS	Non-Discountable Service	No discount

Dell's current published retail price list is available at http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf

In the event customers purchasing products and services receive more advantageous pricing based on the customer's requested solutions or participate in special promotional offers (included those that provide additional discounted or specially priced and bundled options), the above discounts will not be applicable. The final customer-accepted Dell Quote or Dell procurement response will contain the applicable pricing and other details for the ordered individual offerings or for bundled offering configurations or special offers. Customer understands that the bundled offering or special promotional offerings may include other discounted or reduced cost or no additional cost products and services and the Customer may compare the bundled offering and any additional services to the line item pricing and minimum discounts to the Dell retail price list.

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Services Schedule to Customer Purchase Agreement

1. **General.** This Services Schedule (**"Schedule"**), in addition to the Customer Purchase Agreement (**"CPA"**), into which this Schedule is hereby incorporated, states the terms for Orders for Professional Services under the CPA.

2. **Orders.** An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by Customer via a Dell online ordering process; or (c) a Customer purchase order for those Professional Services described in Service Descriptions at Dell.com/servicecontracts/global as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be deemed incorporated into the Order and preprinted terms on the purchase order shall not apply.

3. **Charges.**

   A. **Billing.** Professional Services shall be billed at the rates stated in the SOW, which shall either be (a) per-hour or per-eight hour day (**"Time and Materials"**) or (b) a fixed price for the tasks to be performed and deliverables to be provided (**"Fixed Price"**). The hours or days stated in a Time and Materials Services SOW are a good faith estimate of the time required to perform the Professional Services described in the SOW, but not a commitment to complete them in that amount of time. However, Dell will only perform Professional Services beyond the contracted hours on the written authorization of Customer. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service.

   B. **Travel Expenses; Taxes.** Unless otherwise stated in an SOW, Customer shall (i) reimburse Dell for actual, reasonable travel-related and other out-of-pocket expenses incurred in connection with any Services and (ii) pay any applicable sales, use, or other taxes Dell is required to collect in connection with the Services, except that Dell shall be responsible for its franchise, property, and employment taxes and taxes based on its net income.

   C. **Cost of Living Adjustment.** This Section 3.C shall apply to SOWs with a term longer than 1 year. Dell may adjust prices on any anniversary of the effective date of such an SOW if on such date the ECI (as defined below) is higher than it was on the immediately preceding anniversary date. The permitted price adjustment shall be calculated by multiplying the then-existing price(s) by a factor equal to the new ECI divided by the immediately preceding ECI, minus one. Each price adjustment shall remain in effect until the next permitted adjustment.

   For purposes of this Schedule, **"ECI"** means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by Dell and Customer.

4. **Warranty.** Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer's exclusive remedy and Dell's sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within 30 days of the performance of the Services.

5. **Suspension of Professional Services.** Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services is purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.

6. **Intellectual Property.** During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided (**"IP"**). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services (**"Pre-existing Dell IP"**) for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.

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AMENDMENT TO CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
BETWEEN DELL MARKETING L.P. ("Dell")
AND
WILSON COUNTY BOARD OF EDUCATION ("Customer")
(Contract Effective Date: March 28, 2019)
Dell Contract Code: C000000381302/51AHO

This Amendment No. 1 is by and between the Wilson County Board of Education ("**Customer**") and Dell Marketing, L.P. ("**Dell**"), (together the "Parties").

RECITALS

WHEREAS, Dell entered into a Customer Purchase Agreement ("CPA") with the Customer to sell Dell hardware, third party hardware, software, peripherals and services to the Customer through March 27, 2024;

WHEREAS, the CPA provides for an additional five-year renewal term to be begin on the anniversary of the Effective Date;

WHEREAS, Customer has requested that Dell renew the CPA for an additional five-year term and Dell has agreed to renew it subject to an updated Discount Structure;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree to renew the CPA for an additional five-year term, beginning on March 28, 2024 and ending on March 27, 2029.

2. The updated Discount Structure is attached hereto as "Attachment A."

3. Except as explicitly amended by this Amendment, all other terms and conditions contained in the Contract, including the terms within the CPA's Product Schedule and Exhibit A to the Product Schedule, shall remain in full force and effect.

4. In the case of a conflict between the terms of the Contract and this Amendment, this Amendment shall take precedence.

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By their signatures below, the Parties indicate their agreement to the terms and conditions of this Amendment:

Dell Marketing L.P.:	**Wilson County Board of Education:**
Signature: Katherine Castillo	Signature:
Printed Name: Katherine Castillo	Printed Name: Brandon Cook
Title: Paralegal Advisor	Title: Technology Supervisor
Date: 02/06/2024	Date: 2/6/24

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Attachment A

Discount Category	Description	DOL %
A	Commercial Chrome, Wyse, Cloud Products, Dell Storage OEM, Dell-Branded Memory (Non-Tied), Precision Desktops, Internet of Things (IOT), Latitude, Precision Notebooks, Optiplex, PowerEdge Servers, Software - Server & Other, Software – Storage, Customer Kits(Dell Branded Non-tied Peripherals including some monitors), Consumer Chrome	11.5 %
F	Toner	0%
H	BTX, Prebuilt – Ready to Ship Systems	5%
M	Third Party – Mainstream	5%
R	CFI / Configuration Services SKUs	14.5%
S	Alienware Notebooks, Converged Infrastructure, Data Protection Appliance, Data Protection Software, Data Security Solutions, Dell Networking, Dell Storage PS, Dell Storage SC, Displays (Dell Branded Non-Tied),, OEM Networking, Inspiron Notebooks, Projectors/Monitors/Other Electronics (Dell Branded Non-Tied), Storage Entry, Storage High End, Storage Integrated Offer, Storage Mid Range, Storage Unstructured, Tablets, Vostro Notebooks, XPS Notebooks	2%
S	Hyper Converged Infrastructure, Dell|EMC	11.5%
U	Spare Parts	0%
X	Third Party - Non-Discountable	0%
Z	Alienware Desktops, Vostro Desktops, XPS Desktops	0%
Z	Inspiron Desktops	2%
Z, Z1, ZS	Services - i.e Deployment, VSOE, Custom, and System-Tied and Non-Tied (POS and APOS)	0%

Where a Dell-branded product is comprised of both hardware and services, the contract discount percentage for the hardware as per the Discount Category Matrix above will also apply to the tied services. When a service is purchased on its own and is not tied to a system/hardware, then the

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service will be discounted according to its Discount Category assignment – i.e., R at 14.5%; Z, Z1, and ZS at 0%.

QUOTE

Number AAAQ22329

Date Nov 27, 2024

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

Murfreesboro Police Department
Matthew Stern
1004 North Highland Avenue
Murfreesboro, TN 37130

Phone 615.893.1311
Email 0807@murfreesborotn.gov

Ship To

Murfreesboro Police Department
Matthew Stern
1004 North Highland Avenue
Murfreesboro, TN 37130

Phone 615.893.1311
Email 0807@murfreesborotn.gov

Account Manager

Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Wilson County Schools SPA
51AHO

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	3	PowerEdge R660 Server Trusted Platform Module 2.0 V3 No HD, No Backplane, 2CPU Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800 Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800 Additional Processor Selected No HBM Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W) Performance Optimized 5600MT/s RDIMMs Diskless Configuration (No RAID, No Controller) No Controller No Hard Drive Power Saving BIOS Settings UEFI BIOS Boot Mode with GPT Partition 4 Very High Performance Fans Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium Riser Config 3, Full Height, 2x16 FH Slots (Gen5) Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above iDRAC9, Enterprise 16G OpenManage Enterprise Advanced Plus Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 Broadcom 5720 Dual Port 1GbE LOM Standard Bezel Dell Luggage Tag	$18,101.88	$54,305.64

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

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Line	Qty	Description	Unit Price	Ext. Price
		BOSS-N1 controller card + with 2 M.2 480GB (RAID 1) BOSS Cables and Bracket for R660 Quick Sync 2 (At-the-box mgmt) iDRAC,Legacy Password iDRAC Service Module (ISM), NOT Installed iDRAC Group Manager, Disabled VMware ESXi NFI (License Not Included) No Media Required Strain Relief Bar ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar (A15) No Systems Documentation, No OpenManage DVD Kit PowerEdge R660 Shipping PowerEdge R660 Shipping Material, 8x2.5" or No Backplane PowerEdge R660 CE Marking, No CCC Marking R660 Dell label (BIS) for 2.5" Chassis ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended Dell Hardware Limited Warranty Plus On-Site Service Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell Dell Limited Hardware Warranty Plus Service, Extended Year(s) 12- 32GB RDIMM, 5600MT/s, Dual Rank 2- C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2		
2	1	PowerEdge R660 Server Trusted Platform Module 2.0 V3 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC12 Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800 Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800 Additional Processor Selected No HBM Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W) Performance Optimized 5600MT/s RDIMMs RAID 5 PERC H965i Controller, Front Front PERC Mechanical Parts, rear load Power Saving BIOS Settings UEFI BIOS Boot Mode with GPT Partition 4 Very High Performance Fans Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium Riser Config 0, No PCIe Slot Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above iDRAC9, Enterprise 16G OpenManage Enterprise Advanced Plus Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 Broadcom 5720 Dual Port 1GbE LOM Standard Bezel Dell Luggage Tag BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	$28,501.90	$28,501.90

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Line	Qty	Description	Unit Price	Ext. Price
		BOSS Cables and Bracket for R660 Quick Sync 2 (At-the-box mgmt) iDRAC,Legacy Password iDRAC Service Module (ISM), NOT Installed iDRAC Group Manager, Disabled VMware ESXi NFI (License Not Included) No Media Required Strain Relief Bar ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar (A15) No Systems Documentation, No OpenManage DVD Kit PowerEdge R660 Shipping PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF PowerEdge R660 CE Marking, No CCC Marking R660 Dell label (BIS) for 2.5" Chassis ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended Dell Hardware Limited Warranty Plus On-Site Service Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell Dell Limited Hardware Warranty Plus Service, Extended Year(s) 12- 32GB RDIMM, 5600MT/s, Dual Rank 4- 3.2TB SSD SAS Mixed Use up to 24Gbps SED FIPS-140 512e 2.5in Hot-Plug AG Drive 2- C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		
3	1	Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, IO to PSU air, 2x PSU VLT Tech Sheet Document Dell EMC S52XX-ON Series User Guide OS10 Enterprise, S5212F-ON Dell NW Dual Tray, 4-post, S5212F-ON Dell Hardware Limited Warranty 1 Year ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell Dell Limited Hardware Warranty Extended Year(s) Info 3rd Party Software Warranty provided by Vendor Certified Deployment Partner T2 5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter 12- Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2.5 Meter Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	$12,670.15	$12,670.15
4	1	Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, IO to PSU air, 2x PSU VLT Tech Sheet Document Dell EMC S52XX-ON Series User Guide OS10 Enterprise, S5212F-ON	$12,546.48	$12,546.48

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Line	Qty	Description	Unit Price	Ext. Price
		Dell Hardware Limited Warranty 1 Year ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell Dell Limited Hardware Warranty Extended Year(s) Info 3rd Party Software Warranty provided by Vendor Certified Deployment Partner T2 5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter 12- Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2.5 Meter Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		
5	1	1 PowerStore 1200T Dell Customer Racked 1 384GB Appliance DIMM 192GB Per Node 1 PowerStore NVRAM FIPS QTY 2 1 PowerStore Base SW 1 25GBE OPTICAL 4 PORT CARD PAIR 1 1800 WATT POWER SUPPLY PAIR L9 1 PowerStore Base Enclosure Install Kit 1 ISG Product (info) 1 Dell Hardware Limited Warranty 1 Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years 1 Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended 1 Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years 1 Dell Limited Hardware Warranty Extended Year(s) 1 Anytime Upgrade Select 5 Years 1 Optimize for Infrastructure Quarterly 5 Years 1 Certified Deployment Partner T2 11 P1 25X2.5 NVME SED SSD 1.92TB 11 ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years	$154,521.37	$154,521.37
6	1	Waypoint Installation Services **** See SoW for Details ****	$13,000.00	$13,000.00
7	128	VMware vSphere Foundation 8, Multiyear VMware, LLC - VCF-VSP-FND-8 Start Date: 12/27/2024 End Date: 12/26/2029	$736.58	$94,282.24

SubTotal	$369,827.78
Tax	$0.00
Shipping	$0.00
Total	**$369,827.78**

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Shipping charges will be determined at the time of invoice.

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COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title: Taxiway A and Apron Pavement Final Rehabilitation Change Order

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Cleary Construction Final Change Orders #4 for the Taxiway A and Apron Pavement Rehabilitation project.

Staff Recommendation

Approve the Final Cleary Construction Change Order 4 for the Taxiway A and Apron Pavement Rehabilitation project.

Background Information

The pavement on Runway 18-36, Taxiway A, and the majority of the apron space at the Airport required maintenance and rehabilitation. The City contracted with Barge Design Solutions and Cleary Construction to complete this rehabilitation and maintenance project. During this project there were three previous Change Orders that addressed the cost associated with repairing a culvert that was damaged during construction and later collapsed. Despite that setback this project was a great success. Pavement repair and maintenance needs were addressed. Issues with the approach were addressed with a temporary displacement of the Threshold of Runway 36. Safe aircraft operations were maintained throughout the project and additional safety improvements were installed with the construction of the Blast Pad at the north end of Runway 36 as well.

Council Priorities Served

Improve economic development

Maintaining City Facilities in a safe and effective manner while ensuring Economic Growth and Development are priorities and protect the City's investments.

Fiscal Impact

Deduction from the original contract of $123,933.13 through this Final Change Order. This project was funded through FAA and State grants with the local portion covered by the 2022 CIP.

Attachments

Cleary Construction Final Change Order 4

Docusign Envelope ID: 18EEA51A-8604-45D4-8233-B7DB3E2F1215

CHANGE ORDER NUMBER FOUR (4) - FINAL

PROJECT TITLE

TAD PROJECT NO. :	75-555-0173-23	**DATE PREPARED:**	12/16/2024
AIRPORT:	Murfreesboro Municipal	**CONTRACTOR:**	Cleary Construction, Inc.
ADDRESS:	111 West Vine Street Murfreesboro, TN 37130	**ADDRESS:**	2006 Edmonton Road Tomkinsville, KY 42167

THE PURPOSE OF THIS CHANGE ORDER IS TO ESTABLISH UNIT PRICES FOR ITEMS OF WORK NOT COVERED BY THE ORIGINAL CONTRACT AND TO EXTEND CONTRACT TIME. YOU, THE LICENSED CONTRACTOR, ARE REQUESTED TO PERFORM THE FOLLOWING DESCRIBED WORK UPON RECEIPT OF AN APPROVED COPY OF THIS DOCUMENT OR AS DIRECTED BY THE ENGINEER:

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	CONTRACT ADJUSTMENT
1.00	AIRFIELD BARRICADES	LS	$ 12,000.00	0.00	0.00	$ -
2.00	TEMPORARY RUNWAY CLOSURE	LS	$ 8,800.00	0.00	0.00	$ -
3.00	CONTRACTOR QUALITY CONTROL PROGRAM	LS	$ 250,000.00	1.00	1.00	$ -
4.00	EROSION CONTROL - CONSTRUCTON ENTRANCE (INSTALLATION AND REMOVAL)	LS	$ 50,000.00	1.00	0.60	$ (20,000.00)
5.00	MOBILIZATION	LS	$ 190,000.00	1.00	1.00	$ -
6.00	COLD MILLING	LS	$ 7.65	14,110.00	14,370.00	$ 1,989.00
7.00	UNCLASSIFIED EXCAVATION	CY	$ 200.00	0.00	0.00	$ -
8.00	BITUMINOUS ASPHALT SURFACE COURSE - RUNWAY (GRADATION 2)	TONS	$ 285.00	2,000.00	1,671.12	$ (93,730.80)
9.00	EMULSIFIED ASPHALT TACK COAT	GAL	$ 7.10	1,380.00	2,157.00	$ 5,516.70
10.00	CRACK REPAIR	LF	$ 0.70	24,100.00	24,100.00	$ -
11.00	ASPHALT SURFACE TREATMENT	SY	$ 3.70	52,800.00	52,800.00	$ -
12.00	EMULSIFIED ASPHALT SEAL COAT	SY	$ 1.65	113,600.00	113,600.00	$ -
13.00	PAVEMENT MARKING REMOVAL	SF	$ 0.60	68,821.00	68,821.00	$ -
14.00	TEMPORARY PAVEMENT MARKING, WHITE	SF	$ 0.50	35,160.00	35,160.00	$ -
15.00	TEMPORARY PAVEMENT MARKING, YELLOW	SF	$ 1.00	5,700.00	1,780.00	$ (3,920.00)
16.00	PERMANENT PAVEMENT MARKING, REFLECTIVE WHITE	SF	$ 0.50	35,160.00	35,160.00	$ -
17.00	PERMANENT PAVEMENT MARKING, REFLECTIVE YELLOW	SF	$ 1.00	8,000.00	8,000.00	$ -
18.00	PERMANENT PAVEMENT MARKING, BLACK	SF	$ 1.20	2,000.00	0.00	$ (2,400.00)
19.00	SODDING	SY	$ 11.50	1,000.00	0.00	$ (11,500.00)
20.00	TOPSOIL (OBTAINED ON SITE)	CY	$ 24.00	250.00	250.00	$ -
21.00	INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	$ 1.85	600.00	600.00	$ -
22.00	NO. 4 AWG, THHN/THWN-2 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	$ 4.00	2,000.00	180.00	$ (7,280.00)
23.00	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED ABOVE THE DUCT BANK OR CONDUIT	LF	$ 2.25	100.00	100.00	$ -
24.00	NO. 6 AWG, INSULATED, STRANDED EQUIPMENT GROUND, INSTALLED IN DUCT BANK OR CONDUIT	LF	$ 2.00	1,000.00	0.00	$ (2,000.00)
25.00	NON-ENCASED, ELECTRICAL CONDUIT, 1-WAY, 2-INCH PVC	LF	$ 15.00	170.00	170.00	$ -
26.00	NON-ENCASED ELECTRICAL CONDUIT, DIRECTIONAL BORE, 1-WAY, 2-INCH HDPE	LF	$ 48.00	130.00	130.00	$ -
27.00	NON-ENCASED ELECTRICAL CONDUIT, DIRECTIONAL BORE, 1-WAY, 1-INCH HDPE	LF	$ 36.00	130.00	310.00	$ 6,480.00
28.00	RUNWAY THRESHOLD LIGHT, L-861E(L), BASE MOUNTED MEDIUM INTENSITY (LED), COMPLETE IN PLACE	EA	$ 1,900.00	8.00	8.00	$ -
29.00	RUNWAY THRESHOLD LIGHT, L-861E(L), BASE MOUNTED MEDIUM INTENSITY (LED), NEW FIXTURE INSTALLED ON EXISTING STAKE OR BASE CAN	EA	$ 1,700.00	8.00	8.00	$ -
30.00	RELOCATE EXISTING PRECISION APPROACH PATH INDICATOR, L-881)L), INSTALLED ON NEW CONCRETE PAD	EA	$ 12,000.00	1.00	1.00	$ -
31.00	RELOCATE EXISTING RUNWAY END IDENTIFICATION LIGHTS, L-849(L), INSTALLED ON NEW CONCRETE PAD	EA	$ 8,000.00	1.00	1.00	$ -
32.00	REPLACE EXISTING RUNWAY EDGE LIGHT LENDS WITH NEW LENDS AS NOTED ON THE PLANS	EA	$ 1,150.00	0.00	2.00	$ 2,300.00
33.00	CO#1 EROSION CONTROL SILT FENCE (INSTALLATION AND REMOVAL)	LF	$ 12.00	510.00	510.00	$ -
34.00	CO#1 HYDROSEEDING	AC	$ 8,400.00	0.25	1.50	$ 10,500.00
35.00	ADDITIONAL MOBILIZATION	LS	$ 33,205.00	1.00	1.00	$ -
36.00	ENGINEERING AND LAYOUT	LS	$ 7,165.00	1.00	1.00	$ -
37.00	CEMENT TREATED BASE COURSE		$ 30.85	4,482.00	4,485.00	$ 92.55
38.00	EMULSIFIED ASPHALT PRIME COAT	GAL	$ 7.10	4,482.00	1,259.00	$ (22,883.30)

Docusign Envelope ID: 18EEA51A-8604-45D4-8233-B7DB3E2F1215

39.00	BITUMINOUS ASPHALT BINDER COURSE	TON	$ 244.00	493.00	545.88	$	12,902.72
40.00	FINE GRADING/TOPSOILING	CY	$ 54.00	88.00	88.00	$	-
41.00	CO#2 PIPE REPAIR MOBILIZATION/LAYOUT	LS	$ 7,500.00	1.00	1.00	$	-
42.00	CO#2 PIPE DEMOLITION	LF	$ 27.40	115.00	115.00	$	-
43.00	CO#2 - STORM DRAIN INSTALLATION (18" RCP CLASS IV)	LF	$ 120.89	115.00	115.00	$	-
44.00	CO#2 HEADWALLS	EA	$ 850.00	2.00	2.00	$	-
45.00	CO#2 ASPHALT PATCHING	EA	$ 26,233.02	1.00	1.00	$	-
46.00	CO#2 SEAL COAT AND STRIPING	LS	$ 4,641.00	1.00	1.00	$	-
47.00	CO#2 STABILIZATION	LS	$ 3,500.00	1.00	1.00	$	-
48.00	CO#3 ELECTRICAL MOBILIZATION	LS	$ 6,000.00	1.00	1.00	$	-
49.00	CO#3 ELECTRICAL RELOCATION	LS	$ 7,984.00	1.00	1.00	$	-

BRIEF DESCRIPTION, LOCATION, AND REASON FOR CHANGE ORDER:

CHANGE ORDER # 4 OR CONTRACT ADJUSTMENT TOTAL	$	(123,933.13)
PREVIOUS CHANGE ORDER(S) TOTAL	$	352,184.87
ORIGINAL CONTRACT AWARDED	$	1,827,219.50
REVISED CONTRACT THROUGH CHANGE ORDER # 4	$	2,055,471.24

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE

- ☐ UNCHANGED
- ☐ INCREASED BY: $ -
- ☑ DECREASED BY: $ 123,933.13

CONTRACT TIME

- ☑ UNCHANGED
- ☐ INCREASED BY: X.XX WORKING DAYS
- ☐ DECREASED BY: X.XX WORKING DAYS

CHANGES ARE SHOWN ON DRAWING(S) NO. __, WHICH ARE ATTACHED.

ADDITIONAL JUSTIFICATION FOR CHANGE:

1. IS THE CHANGE ORDER SCOPE APPROPRIATE? (DOES THE CHANGE ORDER HELP COMPLETE THE ORIGINAL SCOPE OF THE PROJECT?)
   ☑ YES ☐ NO
2. JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST:
3. DOES THE SPONSOR HAVE THE LOCAL SHARE FOR THIS CONTRACT CHANGE?
   ☑ YES ☐ NO ☐ N/A
4. HAS CONSENT OF SURETY BEEN OBTAINED?
   ☐ YES ☑ NOT NECESSARY
5. WILL THIS AFFECT THE INSURANCE COVERAGE? ☐ YES ☑ NO
   5a. IF YES, WILL THE POLICIES BE EXTENDED?
   ☐ YES ☐ NO ☑ N/A
6. IS THE DBE GOAL STILL ACHIEVEABLE WITH THIS CHANGE ORDER? IF NO, EXPLAIN: As explained on Change Order No. 1: some items were removed for the convenience of the owner, i.e. airfield barricades and temporary runway closure. I n the engineer's opinion, the contractor has met the good faith effort requirement.
   ☐ YES ☑ NO ☐ THIS PROJECT DOES NOT HAVE A DBE GOAL REQUIREMENT
7. BUY AMERICAN ANALYSIS
   ☑ NO ADDITIONAL BUY AMERICAN REQUEST IS NECESSARY ☐ ATTACHED IS A BUY AMERICAN WAIVER REQUEST FOR CHANGE ORDER MATERIALS ☐ NO AIP MONEY
8. HAS THIS CHANGE ORDER BEEN DISCUSSED WITH THE TDOT PROJECT MANAGER?
   ☑ YES ☐ NO IF SO, WHEN? IF SO, WITH WHOM? Chuck Hoskins

THE FOREGOING IS IN ACCORDANCE WITH YOUR PROPOSAL DATED AND LISTED BELOW:

A. THE AFOREMENTIONED CHANGE AND WORK AFFECTED THEREBY SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ARE SUBJECT TO ALL CONTRACT STIPULATIONS AND CONVENANTS;
B. THE RIGHTS OF THE OWNER (SPONSOR) ARE NOT PREJUDICED;
C. ALL CLAIMS AGAINST THE OWNER WHICH ARE INCIDENTAL TO OR AS A CONSEQUENCE OF THE AFOREMENTIONED CHANGE ARE SATISFIED.

CONTRACTOR

01/02/2025

DATE

OWNER

DATE

RECOMMENDED FOR APPROVAL BY:

Barge Design Solutions

12/16/2024

DATE

APPROVAL DETERMINATION: ☐ ELIGIBLE; ☐ PARTIALLY ELIGIBLE; ☐ INELIGIBLE

TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION

DATE

NOTE: THIS DOCUMENT REQUIRES TDOT AERONAUTICS APPROVAL PRIOR TO CONSTRUCTION, OTHERWISE STATE AND/OR FEDERAL PARTICIPATION FOR ADDITIONAL WORK MAY BE JEOPARDIZED. PROCEEDING WITH A CONTRACT CHANGE PRIOR TO TDOT AERONAUTICS APPROVAL IS AT THE SPONSOR'S RISK.

FORM UPDATED 07/20/2020

DT-1945 (Rev. 01/2023)

RDA 11083

Signed by:

APPROVED AS TO FORM

43A2035E51F9401...

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title:	Update on various Airport projects and other matters
Department:	Airport
Presented by:	Chad L. Gehrke, Airport Director

Summary

Provide an update of Airport Projects and issues.

Background Information

As required in the Murfreesboro City Code the Airport is to provide City Council an annual report regarding the status of the Airport's projects and any other matters. This report will include information regarding:

1) the recently completed airside Pavement Repair and Rehabilitation Project,

2) purchase of properties in the Runway Protection Zone (RPZ),

3) status of the Approach Mitigation Design Project,

4) status of the Federal Contract Tower project,

5) development of the Taxiway F area (utility and hangar development),

6) status of new Hangar Lease Agreements and implementation of a lease management program (Aerosimple),

7) status of federal and state airport funding, and

8) status of the MTSU Aerospace Department Relocation.

Council Priorities Served

Improve economic development

Maintaining City Facilities in a safe and effective manner while ensuring Economic Growth and Development are priorities that not only protect the City's investments but also spur new economic opportunities for the community.

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title: Legacy Recognition Policy 1019

Department: Administration

Presented by: Angela Jackson, Executive Director

Summary

Review of the new Legacy Recognition Policy for City retirees.

Background Information

The Legacy Recognition program aims to formally recognize and honor eligible retired employees for their significant contributions to the City's growth and success. The policy establishes a structured nomination and selection akin to a "Hall of Fame." Retirees selected through this process will be recommended to the City Council for induction into the Legacy Recognition program.

Other awards and recognition opportunities that will continue include external awards as determined by civic groups and professional organizations, departmental awards/recognitions from Department Heads, and STARS awards for current City employees. The Council honors individual citizens or groups through proclamations, resolutions, and recognitions such as a "Key to the City." The establishment of this Legacy program provides a special venue specific to City retirees.

Council Priorities Served

Establish a Strong City Brand

Legacy nominees represent individuals whose contributions have been instrumental in advancing the City's goals and reinforcing its identity.

Fiscal Impact

The costs for plaque awards and associated ceremonial expenses will be incorporated into the City's operating budget during the planning process.

Attachment

DRAFT Legacy Recognition Policy 1019

Employee Handbook

Policy No:	**1019**
Policy:	**Legacy Recognition Program**
Effective Date:	**1/09/2025**
Supersedes Section No:	**N/A**

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1. Policy Objective

1.1 The purpose of this program is to formally recognize and honor eligible retired employees of the City of Murfreesboro who significantly contributed to the City's advancement, enrichment, and community.

2. Scope

2.1 This policy applies to eligible retired employees of the City who meet the specified criteria.

3. Eligibility

3.1 To be eligible for recognition under this policy, the Retiree:

a) Must have completed a minimum of twenty (20) years of continuous service with the City
b) Must have been fully retired for at least two (2) years
c) Must have left the City's employment in good standing
d) May either be living or deceased

4. 2025 Inaugural Year and Following Years

4.1 For the 2025 inaugural year, up to six (6) individuals will be selected.

4.2 In the years that follow, up to two (2) individuals will be selected.

5. Nomination Process

5.1 Submission

a) Nominations will be accepted annually through August 1st, with consideration for selection each fall.

DRAFT

b) Nominations for recognition can be submitted by current employees, retirees, or members of the public.
c) Nominations must be made using the City's official nomination form, available on either the City's website or in the City Administration office.
d) Nominations should be submitted online on the City's website, or hand-delivered to the Director of Human Resources.
e) Nomination submissions shall include:

i. Name of person making the nomination
ii. Nominee's name
iii. Nominee's years of service (with dates)
iv. Nominee's position held at City
v. Relationship or familiarity with the nominee
vi. Brief description of why the individual/nominee should be inducted as a "City Legacy" for the City of Murfreesboro
vii. Two (2) additional letters to support the nomination (optional)

6. Review and Selection

6.1 A selection committee, formed by the Mayor, will comprise representatives from the Human Resources Department, City Administration, and Retirees.

6.2 The selection committee will verify eligibility based on employment records and retirement status.

6.3 The selection committee members will review all nominations for recommendation.

6.4 The selection committee will select eligible Retirees for legacy recognition and make a recommendation to the City Council for induction.

7. Recognition Program

7.1 Ceremony

a) The City will host a recognition ceremony to honor selected retirees.
b) The ceremony will be held in a prominent location and attended by current employees, City officials, and the families of the retiree(s).
c) The City Council will induct the award recipients.

7.2 Awards and Honors

The selected retiree(s) will receive
a) a commemorative plaque or award,

DRAFT

b) A personalized letter of appreciation from the Mayor or a designated City official, and
c) Inclusion on the wall of "City Legacies" located in the Rotunda of City Hall.

7.3 Public Acknowledgment

a) Recognition on the City's official website.
b) Recognition in Murfreesboro news media.
c) Recognition will include a feature story or interview highlighting the retiree's contributions and achievements during their tenure.

8. Implementation

8.1 Budget

a) The City will allocate a specific budget for the legacy recognition program as part of the annual budget planning process.
b) The budget will cover the costs of the ceremony, awards, and other related expenses.

8.2 Communication

a) Information about the recognition program, including eligibility criteria and nomination processes, will be communicated to all City employees and made available on the City's website.

8.3 Coordination

a) The Human Resources Department will coordinate the logistics of the recognition program, including the ceremony, awards, and public acknowledgments.

9. Review and Revisions

9.1 This policy will be reviewed annually by the Human Resources Department to ensure its effectiveness and relevance.

9.2 Any necessary revisions will be made and communicated to all stakeholders.

DRAFT

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title:	Sponsorship Ordinance
Department:	Legal
Presented by:	Adam Tucker, City Attorney

Summary

Ordinance to establish the parameters for the Sports Authority as it develops it marketing plan for advertising, sponsorship, and name rights agreements.

Background Information

The Sports Authority is contracting with a marketing firm to begin secure sponsorship revenue at the City's Sport Facilities. Establishing a policy by ordinance of the types of sponsorship that will be acceptable is an important part of the process. This policy will guide the Authority and the consultant in the development of the marketing plan.

The draft revenue agreement with Donegal Associates is also attached as information.

Council Priorities Served

Responsible budgeting

Fiscal responsibility is enhanced through the creation of supplement revenue through appropriate sponsorship agreements that will offset a portion of the operating and capital expenses associated with the Parks and Recreation Department's facilities.

Attachments:

Ordinance 25-O-01 Ordinance establishing parameters for advertising, sponsorships, and naming rights.

Murfreesboro Sports Authority Draft Revenue Agreement with Donegal Associates

Docusign Envelope ID: 5337BF8C-FCF3-4A43-8F92-00910558897A

ORDINANCE 25-O-01 amending the Murfreesboro City Code, Chapter 21.5, Parks and Recreation, Article I. Murfreesboro Sports Authority, Section 21.5-1 establishing permission to secure advertising, sponsorship and naming rights for Parks and Recreation facilities and programs.

WHEREAS, City Council has created the Murfreesboro Sports Authority to promote, maintain, improve, and further develop recreational facilities within the City; and

WHEREAS, the Authority will fund the operation and improvement of Parks and Recreation Department facilities through marketing with advertising, sponsorship and naming rights; and

WHEREAS, it is beneficial for the Authority to be guided by ordinance on the types of advertising, sponsorship, and naming rights that it will seek to secure.

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

SECTION 1. Chapter 21.5, Parks and Recreation, of Murfreesboro City Code is hereby amended by adding the following Article 1 and Section 21.5-1, currently marked as "Reserved":

ARTICLE I. Murfreesboro Sports Authority

Section 21.5-1 Advertising, sponsorships, and naming rights.

(A) The Murfreesboro Sports Authority may negotiate and enter into advertising, sponsorship, and naming-rights agreements for the purpose of providing financial support for the City's parks and recreation facilities and programs.

(B) All advertising at parks and recreation facilities is restricted to commercial speech. No advertising is permitted at any City park or recreation facility unless the advertising is done pursuant to an agreement or permit in accordance with Parks and Recreation Department rules and regulations.

(C) Advertising, sponsorship, or naming rights agreements shall not advertise or otherwise promote the sale, distribution, use, or possession of alcohol, tobacco products, illegal drugs, or material or entertainment deemed harmful to minors under applicable federal or state law. Upon the recommendation of the Parks and Recreation Department, the Parks and Recreation Commission may impose additional subject-matter restrictions on advertising, sponsorship, and naming-rights agreements consistent with applicable law and the fact that parks and recreation facilities are used by citizens of all ages, including families and young children.

(D) Revenue generated from advertising, sponsorship, and naming-rights agreements entered into under this section shall, after provision for the expenses of the Sports Authority, be applied to the Parks and Recreation Department operating budget.

(E) Nothing in this section shall be construed to restrict temporary political, ideological, and other non-commercial speech at any City park or recreation, although such speech may be subject to reasonable time, place, and manner restrictions imposed by state law or by other City ordinances or policies.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Docusign Envelope ID: 5337BF8C-FCF3-4A43-8F92-00910558897A

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F Tucker
43A2033E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

SPONSORSHIP REVENUE AGREEMENT

This Sponsorship Revenue Agreement (the "Agreement") is executed and made effective on the 1st day of January 2025, by and between **Murfreesboro Sports Authority**, a component unit of the City of Murfreesboro (the "Authority") and **Donegal Associates,** a sole proprietorship of Mike Humes, ("Consultant"), for the purpose of memorializing the understandings, intents and responsibilities of the Parties relative to providing Marketing and Financial Services to the Murfreesboro Sports Authority (the "Authority")

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Authority and Consultant agree as follows:

SECTION ONE – TERM OF ENGAGEMENT

1.1 Term of Engagement.

January 1, 2025 through December 31, 2026

SECTION TWO – SERVICES OF CONSULTANT

2.1 **Professional Services.** During the Initial Term, Consultant agrees to provide the Authority the professional services listed on Exhibit A hereto (the "Services") to the Project under the direction of The Authority.

SECTION THREE – CONSULTANT EXPENSES

3.1 **Expenses.** Consultant is an independent Contractor to Owner, and as such shall perform the Services using its own personnel, equipment, means, methods and devices. The Authority is not responsible to pay for and/or reimburse Consultant for any business expenses associated with Consultant's work on the Project pursuant to this Agreement unless prior written approval has been granted by the Authority on any such applicable expenses ("Pre-Approved Expenses").

SECTION FOUR – CONSULTANT'S RIGHTS TO COMMERCE

4.1 **Consultant's Rights.** Consultant shall have the right to engage in other business ventures not in conflict with the Services provided hereunder.

SECTION FIVE – COMPENSATION

5.1 **Compensation.** Consultant shall receive the following compensation for the Services to be performed as described in Article 2 to this Agreement:

(a) **Fixed Monthly Fee.** Consultant shall be paid a monthly fixed fee of $6,000.00.

(b) **Commission.** Commissions shall be paid monthly over the term of each sponsorship agreement secured by Consultant within 30 days of receipt of funds by the Authority in accordance with the following schedule:

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- Sponsorship Agreements creating Gross Revenue of up to $500,000: 5% of funds received.
- Sponsorship Agreements creating Gross Revenue of $500,001 to $1,000,000: 7.5% of funds received.
- Sponsorship Agreements creating Gross Revenue of more than $1,000,000: 10% of funds received.

5.2 Terms and Conditions of Commissions Payments

(a) For purposes of this Agreement, "Gross Revenue" means revenue actually received by the Authority, on a cash basis, from the sales activity of Consultant derived from sponsor prospects who sign definitive agreements with the Authority ("Definitive Sponsor/User Agreements").

(b) For all contemplated engagements, Consultant is expected to participate in meetings and/or the creation of sponsorship proposals.

(c) Consultant will be paid his earned commission on all multi-year agreements as they create monthly Gross Revenue, notwithstanding the expiration or termination of this Agreement.

SECTION SIX – INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

6.1 Consultant Not an Agent or Employee of the Authority or the City. The Authority and the City shall have no liability to the Consultant other than to pay the compensation as set forth in Section 5 and the Pre-Approved Expenses in Section 3.1. It is understood and agreed that Consultant is acting as an Independent Contractor in the performance of Services hereunder. Nothing herein shall be deemed to create an employment or agency relationship between Consultant and the Authority or the City. This Agreement does not grant Consultant any right or authority to, and Consultant shall not, make any statements, representations, or other commitments on behalf of the Authority or the City without their prior, written approval. Nothing in this Agreement creates any partnership or joint venture. As between each other, each Party is fully responsible for all persons and entities it employs or retains.

6.2 Consultant Not Eligible to Receive Any Benefits. Neither Consultant nor Consultant's employees, crew, or subcontractors shall be entitled to participate in or to receive any benefits from any benefit or welfare plans of the City or any City-affiliated entity, including, for example and without limitation, medical, dental, vision, life insurance, accidental death and dismemberment insurance, pension, 401k, and other insurance or retirement plans, if any, as well as coverage under the City's or City-affiliated entity's workers' compensation program. The Authority nor City shall have any obligation whatsoever to compensate Consultant or any of Consultant's employees or subcontractors on account of any damages or injuries which Consultant or Consultant's employees or subcontractors may sustain as a result or in the course of the performance of the Services hereunder

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6.3 Consultant Responsible as an Employer. Consultant shall have all responsibilities of an independent employer, including, without limitation, sole responsibility for payment of compensation to all Consultant employees (except with respect to those employees with loan-out corporations), and including those arising out of any applicable legal requirements relating to worker's compensation, insurance, social security taxes, tax withholding (including, without limitation, social security, federal and state taxes), federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions, sums payable, pension, health and welfare plans under any legal requirements or any applicable collective bargaining agreements with respect to Consultant and/or Consultant's employees and subcontractors as a result of or in connection with the Services performed by Consultant hereunder. Consultant agrees to file all necessary returns and reports with respect to any of the foregoing.

SECTION SEVEN –TERMINATION

7.1 Termination by the Authority. The Authority shall have the right to terminate this Agreement, during the Term upon (i) a material default by Consultant, if applicable, in performance of any of the provisions of this Agreement, which default is not cured within ten days following written notice of such default to Consultant; (ii) if any of the representations or warranties made by Consultant in this Agreement shall be untrue or inaccurate in any material respect; (iii) City Council properly determines that it will not appropriate funds in the City's budget to the Authority as required to pay the Fixed Monthly Fee required under this Agreement.

7.2 Termination by Consultant. Consultant shall have the right to terminate this Agreement, during the Term upon (i) a material default by City in performance of any of the provisions of this Agreement, which default is not cured within ten (10) days following written notice of such default to City; (ii) if any of the representations or warranties made by City in this Agreement shall be untrue or inaccurate in any material respect; or (iii) the City Council fails to appropriate funds to the Authority necessary to pay the Fixed Monthly Fee required by this Agreement.

7.3 Effect of Termination. Termination of this Agreement for any reason provided herein shall not relieve either Party from liabilities rightfully accrued or payments properly earned through the date of termination. For clarity, Consultant's right to Commissions hereunder for any Definitive Sponsor/User Agreements entered into prior to any expiration or termination of this Agreement will continue during the then-existing term of any corresponding multi-year sponsorship/user agreement and the City is obligated to appropriate to the Authority the allocation of funds from Gross Revenues as necessary to fulfill this obligation. This Section 7.3 will survive and continue to be binding after the expiration or termination of this Agreement.

SECTION EIGHT – CONFIDENTIALITY AND WORK PRODUCTS

8.1 Non-Disclosure of Confidential and Proprietary Information. and customers.

Consultant and the Authority agree not to disclose or use, other than for the benefit of and with the authorization of the other, any Confidential Information, trade names, trademarks

(including the marks of the City), or other intellectual property rights of Consultant, the Authority, the City, or their clients, whether disclosed or used directly or indirectly by Consultant, the Authority, the City, during or at any time after termination of this Agreement for any reason; except that each, shall not be prohibited from disclosing that specific and limited portion of Confidential Information that, (i) with respect to Consultant, is legally compelled to disclose by order of a court of competent jurisdiction, or (ii) with respect to the Authority and the City, is legally compelled to disclosed either by statute or order of a court of competent jurisdiction, so long as (a) each first gives the other prior and prompt written notice of such a disclosure or court order so that the other has an opportunity to seek a protective order or otherwise contest and dispute such order, and (b) each discloses only that portion of Confidential Information that is required to be revealed by law.

8.2 **Return of Confidential Information.** Upon termination or expiration of this Agreement, for any reason, or at the request of the Authority or the City at any time, Consultant shall immediately return to the Authority or the City all Confidential Information, records, documents, software, disks, and other written, printed, photographic or physical materials of any type in Consultant's possession or control that belong to or pertain to the Authority or the City. Consultant shall not retain any copies or extracts, including handwritten notes, of any Confidential Information.

SECTION NINE – ARBITRATION

9.1 **Arbitration.** Any dispute, controversy or question of interpretation arising under, out of, in connection with or in relation to this Agreement, or any amendments hereof, or any breach or default hereunder, shall be submitted to, and determined and settled by, arbitration in Rutherford County, Tennessee, in accordance with the then-effective and applicable rules of the American Arbitration Association. Any award rendered shall be final and binding on both the Authority and the Consultant, and judgment may be entered thereon in any court having jurisdiction thereof.

SECTION TEN – ASSIGNMENT

10.1 **Assignment.** This Agreement and the rights hereunder shall not be assignable by the Consultant without the prior written permission of the Authority.

SECTION ELEVEN – HOLD HARMLESS

11.1 **Hold Harmless.** To the extent permitted by Tennessee law, the Authority shall indemnify and hold Consultant harmless from all claims, demands, liabilities and obligations to third persons from any loss, cost or expense, including but not limited to, attorney's fees and court costs, resulting from any act or omission of the Authority or any of its agents, contractors, servants, employees or licensees, provided that Consultant shall be solely responsible for his willful acts or omissions under this Agreement. Consultant shall indemnify and hold the Authority harmless from any such loss, cost, claim expense resulting from any act or omission of Consultant, its agents, contractors, servants,

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employees or licensees other than City's willful acts or omissions under this Agreement. The provisions of this Article 11.1 shall survive any termination of this Agreement.

SECTION TWELVE – NOTICES

12.1 Notices. Any notice under this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the respective addresses of the Parties hereto listed below:

If to Consultant: Mike Humes, President & Managing Director
Donegal Associates
572 Center Drive
Memphis, Tennessee 38112

If to Authority: Murfreesboro Sports Authority
c/o City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Or to such other address as either Party may from time to time designate in writing to each other.

SECTION THIRTEEN – AGREEMENT CONSTRUCTION

13.1 Construction. This Agreement shall be construed and enforced in accordance with the laws and decisions of the State of Tennessee.

SECTION FOURTEEN – MISCELLANEOUS PROVISIONS

14.1 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any prior oral or written understanding and agreements. This Agreement can be modified only by a written document signed by both Parties.

14.2 Severability. Each provision of this Agreement is separate. If any one or more provisions of this Agreement are adjudged or declared to be invalid or unenforceable, the Agreement shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

14.3 Waiver of Breach. The failure of a Party to seek redress for breach of any provision of this Agreement, or to insist upon the strict performance of any term, covenant or condition of this Agreement, shall not operate or be construed as a waiver of any subsequent breach by either Party.

14.4 Wording. Whenever the singular of a word is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

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14.5 Article Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof.

14.6 Binding Agreement. Each Party hereto represents that it has the full right and power to enter into this Agreement and perform all obligations to be performed by it hereunder. Unless otherwise provided herein, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, the Parties and their respected heirs, representatives, successors, subsidiaries, affiliates and permitted assigns, if any.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives as of the day, month and year written below.

DONEGAL ASSOCIATES

By:_____
Printed Name: Mike Humes
Title: President and Managing Director

Date:_____

MURFREESBORO SPORTS AUTHORITY

By:_____
Printed Name: Paul Latture
Title: Chair

Date:_____

4907-2558-1836 v.1

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COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title: Economic Development Reporting Update

Department: Administration

Presented by: Darren Gore

Summary

Review a work-in-progress economic development report being created in conjunction with the Chamber of Commerce.

Background Information

The City Council retreat held on October 24-25, 2024 culminated in some follow-up action items specifically dealing with Economic Development.

The Council directed staff to take a balanced approach using existing City staff, the Chamber of Commerce, and economic development consultants to prioritize economic development in the areas identified for project opportunities. Council also stated that the Chamber needed to provide more accountability for its economic development activities on behalf of the City. These directives were summarized in the following action items:

- Document current on-going monthly meetings between Chamber and Murfreesboro staff and provide periodic reporting to Council.
- Review potential consultants with expertise in this area and make general solicitations for qualifications w/ potential interviews.

Attachment A illustrates the balanced approach that is being taken thus far and Attachment B provides a list of economic development indicators or measures that staff and the chamber are vetting as to the value of including in future reports in conjunction with the ease of measuring and/or acquiring the data.

Council Priorities Served

Improve economic development

Providing monthly or quarterly reporting of economic development activities ensures Council that staff is actively attempting to solicit new businesses as well as monitor existing economic development performance..

Fiscal Impacts

No fiscal impact.

Attachments

Attachment A – Economic Development Reporting Update Presentation

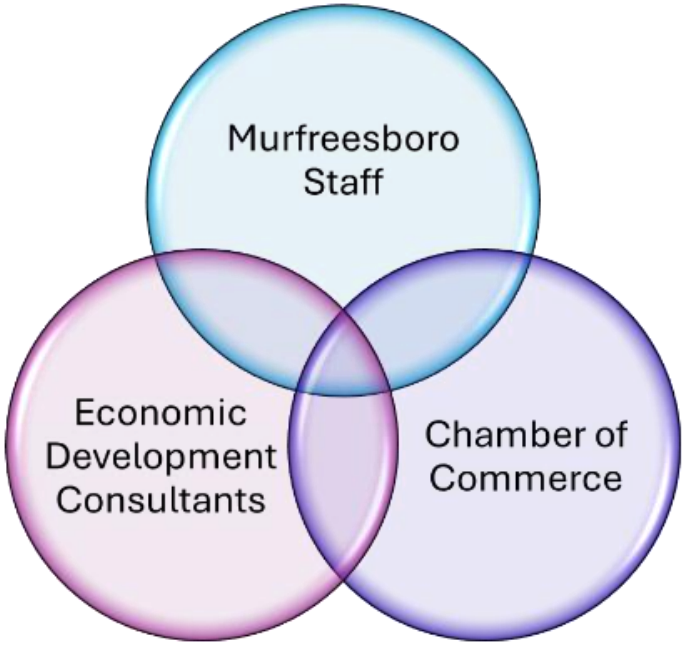
Attachment B – Economic Development Indicators/Measures

Economic Development Reporting Update

- City Council Workshop
- January 9, 2025

Economic Development at Council Retreat

Look at balanced approach initially using existing staff, the Chamber and a contracted consultant to prioritize economic development in the areas identified for project opportunities.



- Chamber of Commerce needs to provide more accountability for economic development activities.
- *Action Item: Document current on-going monthly meetings between Chamber and M'boro staff and provide periodic reporting to Council.*
- *Action Item: Review potential consultants with expertise in this area and make general solicitations for qualifications w/ potential interviews*

Balanced Approach to Economic Development

City Staff

- **Utilize Placer.ai, ESRI demographics & local data** for site specific inquiries into M'boro properties
- Act as **key point of contact** for developing prospects

Chamber of Commerce

- **Develop quarterly report** on trends and metrics involving economic development indicators
- **Track progress** on solicitations and RFI activity

GNRC

- **Develop economic development strategy** by integrating local strategic plans
- **Integrate local strategy** with CED's regional goals

Murfreesboro Staff

Placer.ai

Gateway - South MPC Site

Dec 1, 2023 - Nov 30, 2024

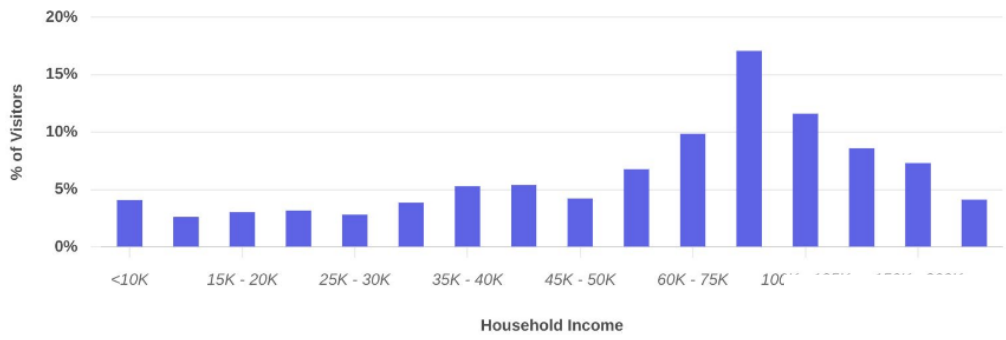
City of MURFREESBORO TENNESSEE

Placer.ai
ESRI demographics
Local GIS data

Household Income

Placer.ai

Gateway - South MCP Site
Medical Center Parkway, Murfreesboro, ...



*Demographics are based on a True Trade Area capturing 70% of visits | Data source: Census

Gateway - South MPC Site

Dec 1, 2023 - Nov 30, 2024

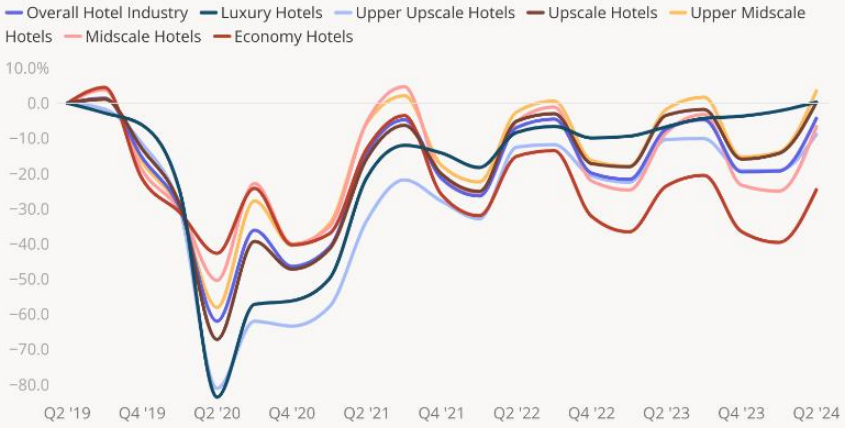
Gateway - South MCP Site
Medical Center Parkway, Murfreesboro, TN 37130

Benchmark: State

	15 Min Drive			30 Min Drive			60 Min Drive		
Overview									
Population	206,164			767,738			2.1M		
Pop density (per sq mile)	1,311			563			302		
Area (sq mi) - based on Census Block Groups	157.25			1,363.94			7,041.68		
Households									
Households	74,899			282,862			813,724		
Family Households	49,214	(65.7%)	101	183,901	(65%)	100	532,030	(65.4%)	100
Non-Family Households	25,685	(34.3%)	98	98,961	(35%)	100	281,694	(34.6%)	99
Persons per Household	2.75		107	2.71		105	2.61		102

Upper Midscale Hotel Chains Lead the Recovery in the Hospitality Sector

Change in Quarterly Visits Compared to a Q2 2019 Baseline

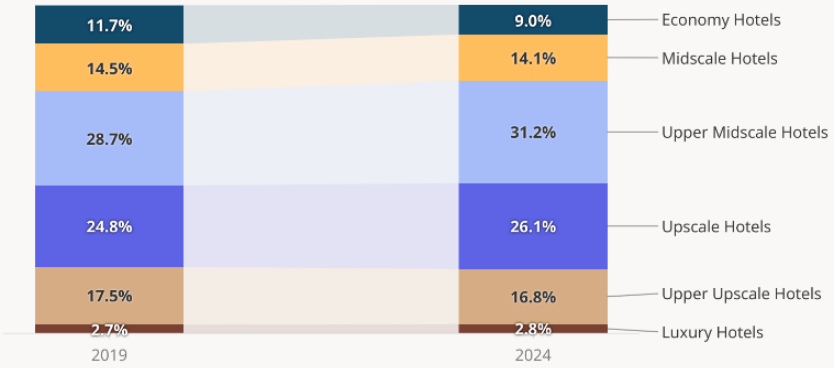


Placer.ai

Placer.ai

Upscale and Upper Midscale Hotels Gain Visit Share

Share of Total Hotel Visits by Hotel Category | H1



Placer.ai

City of MURFREESBORO TENNESSEE

Chamber of Commerce

HISTORIC & PROJECTED TRENDS

INDUSTRY CHARACTERISTICS

BUSINESS CHARACTERISTICS

WORKFORCE CHARACTERISTICS

IN-DEMAND SKILLS

Quarterly Report – A Work in Progress

City of MURFREESBORO TENNESSEE

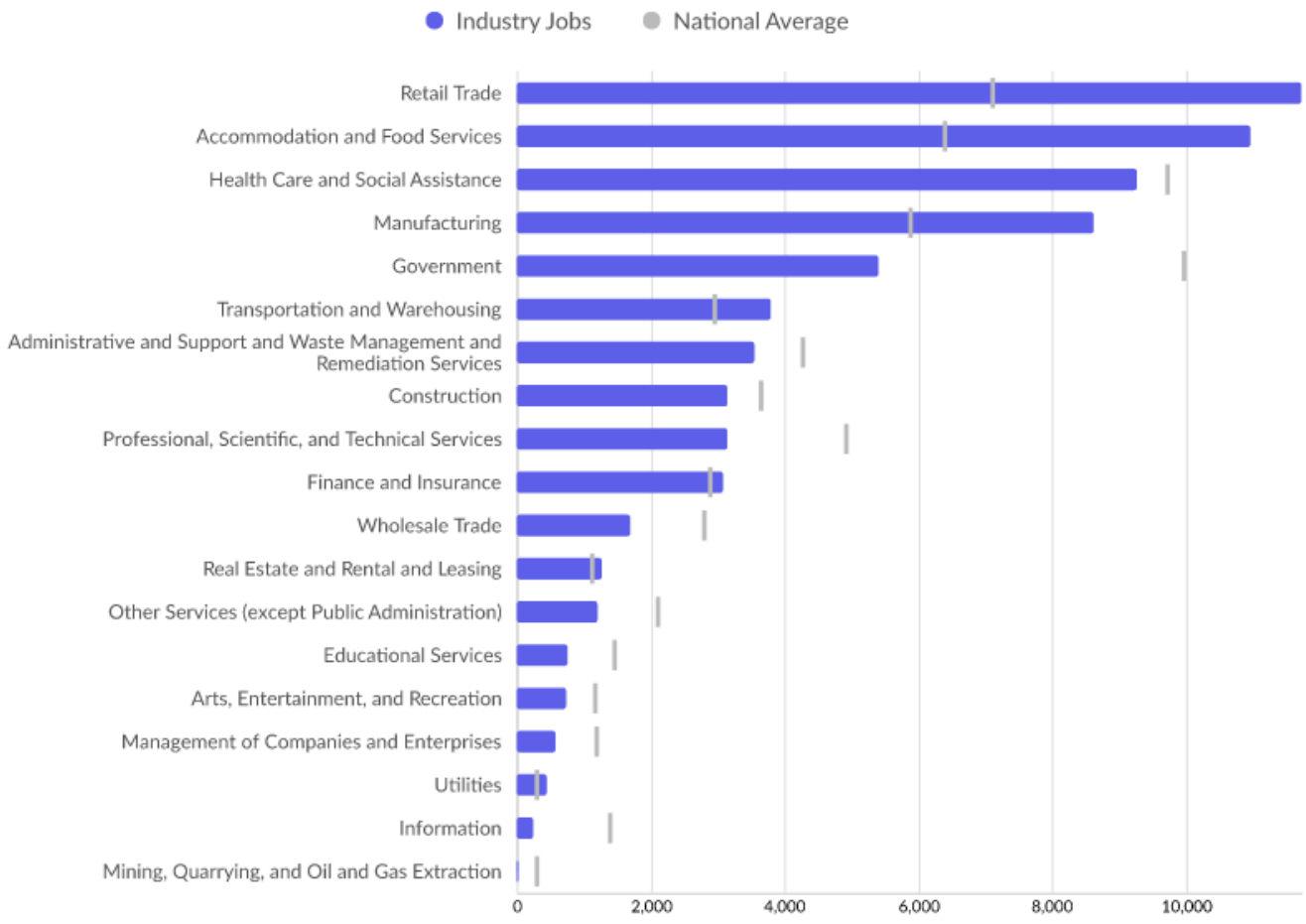
Historic & Projected Trends

Job Trends

From 2018 to 2023, jobs **increased by 8.7%** in Murfreesboro city, TN from 64,176 to **69,748**. This change **outpaced the national growth rate of 4.8% by 3.9%.**

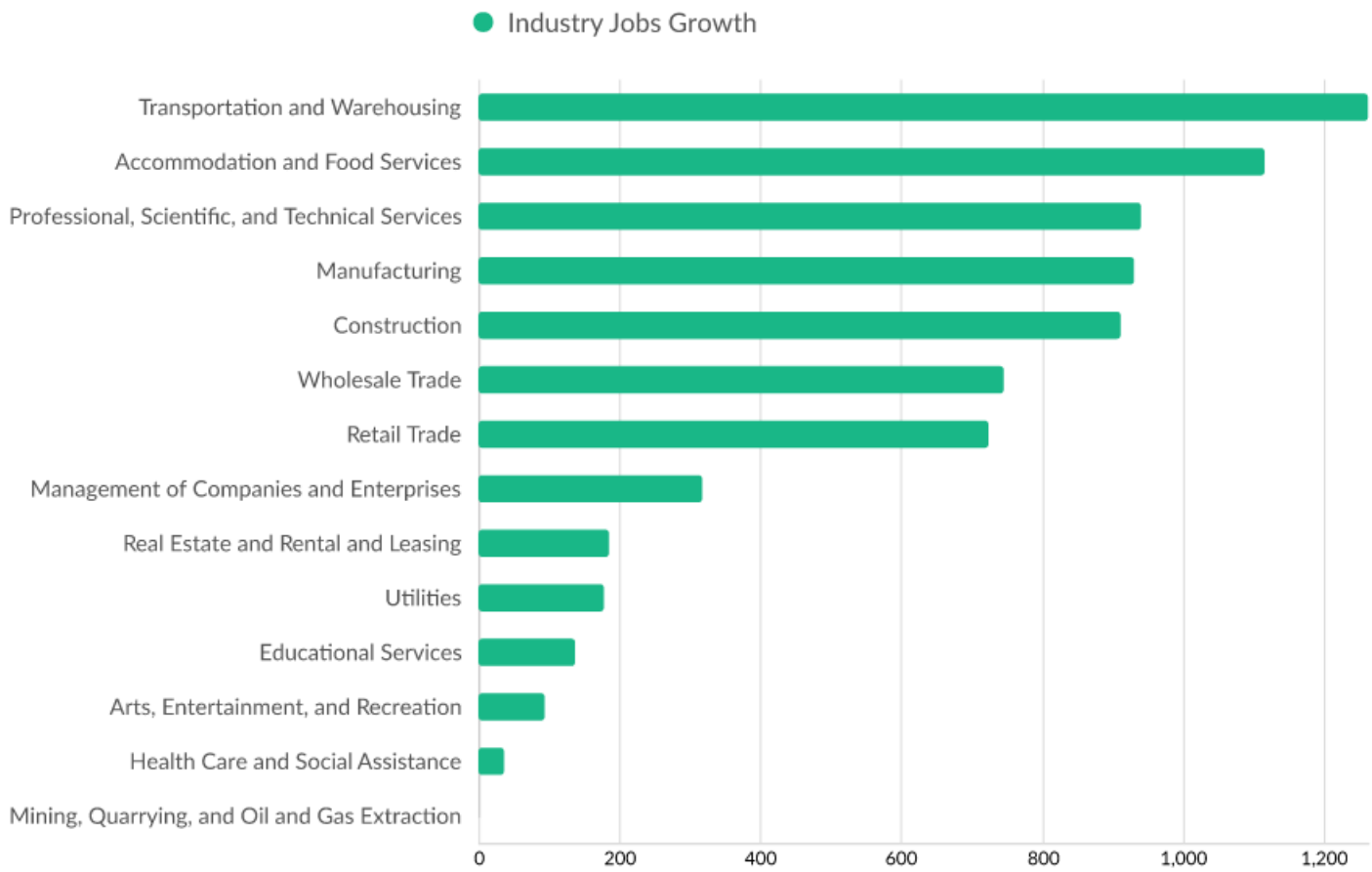
Industry Characteristics

Largest Industries



Industry Characteristics

Top Growing Industries



Business Characteristics

21,662 Companies Employ Your Workers

Online profiles for your workers mention 21,662 companies as employers, with the top 10 appearing below. In the last 12 months, 3,210 companies in Murfreesboro city, TN posted job postings, with the top 10 appearing below.

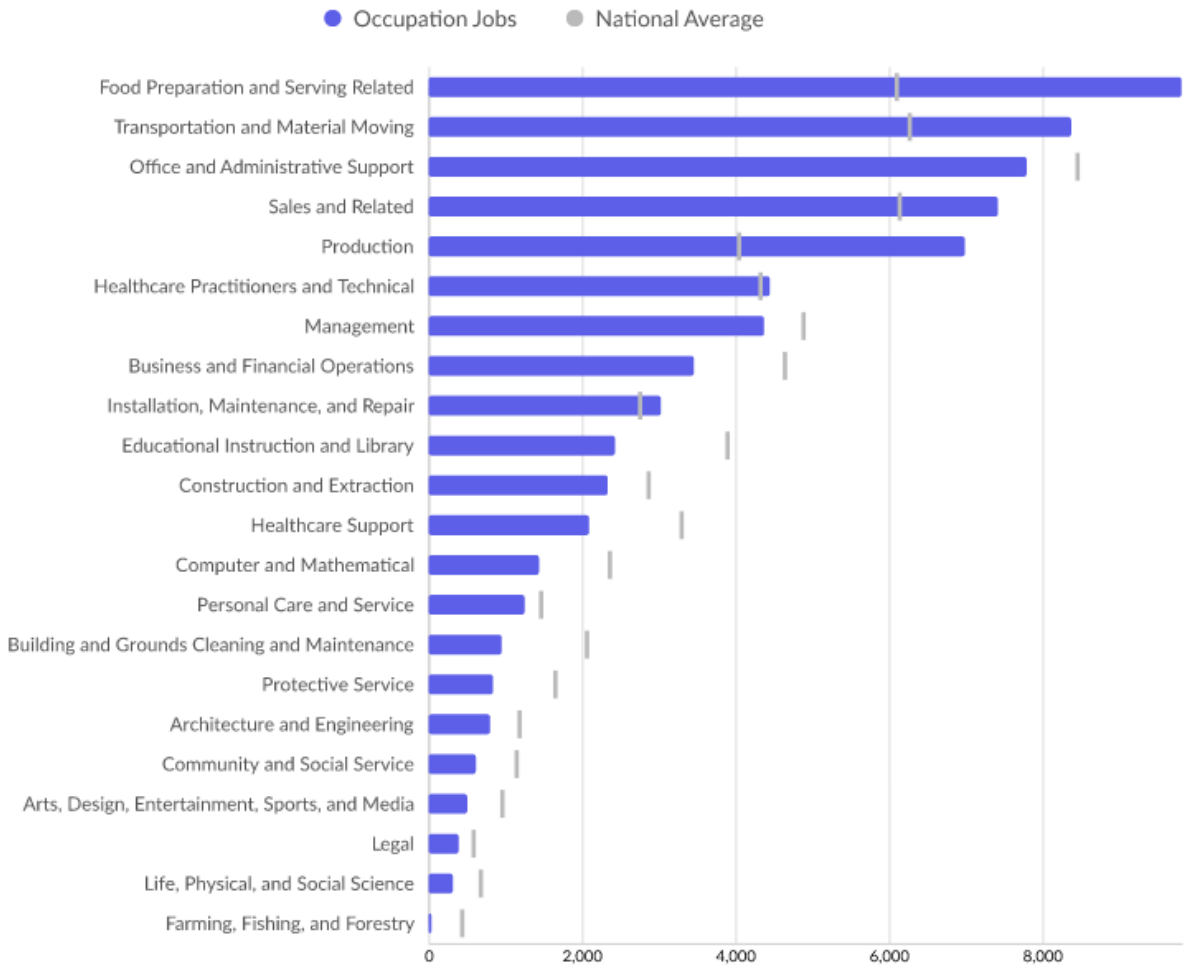
Top Companies	Profiles
Middle Tennessee State Univers...	2,565
Nissan	1,219
Rutherford County Schools	687
State Farm	682
United States Department of Ve...	659
Amazon	613
State of Tennessee	555
HCA Healthcare	527
Murfreesboro City Schools	487
Asurion	406

Top Companies Posting	Unique Postings
Ascension	726
HCA Healthcare	675
Middle Tennessee State Univers...	495
Rutherford County Schools	328
Williamson Health Rehabilitatio...	276
City Of Murfreesboro	246
Acadia Healthcare	226
Murfreesboro City Schools	191
Rutherford County Government	165
Mmclinic	156

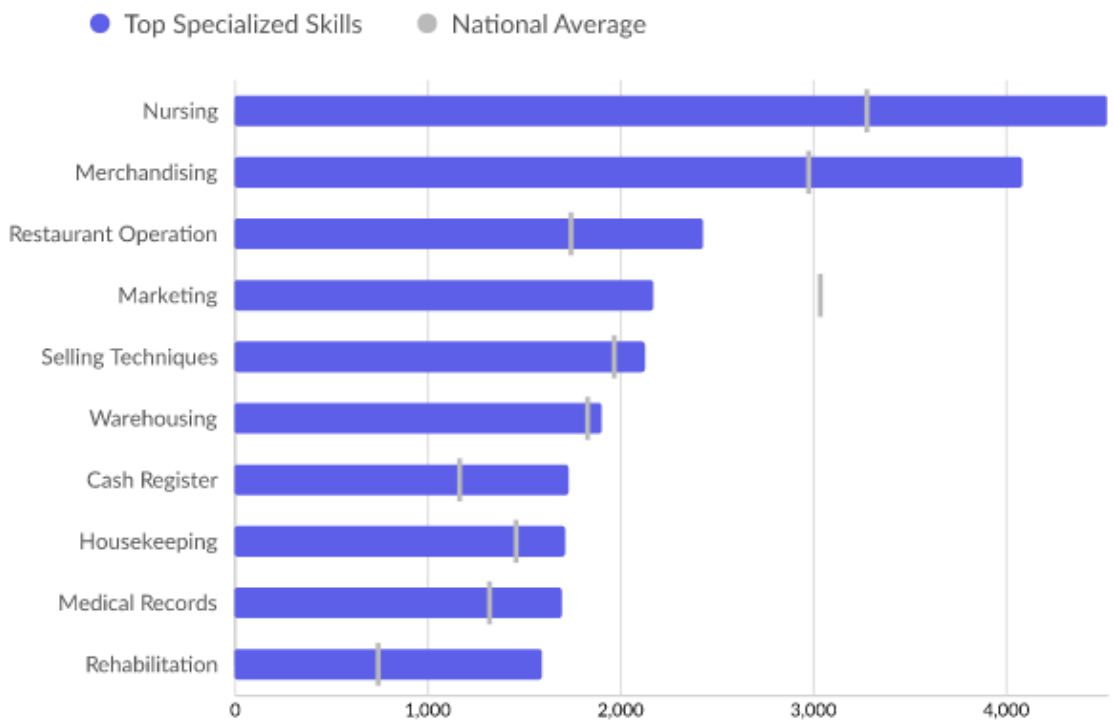
City of MURFREESBORO TENNESSEE

Workforce Characteristics

Largest Occupations



In-Demand Skills



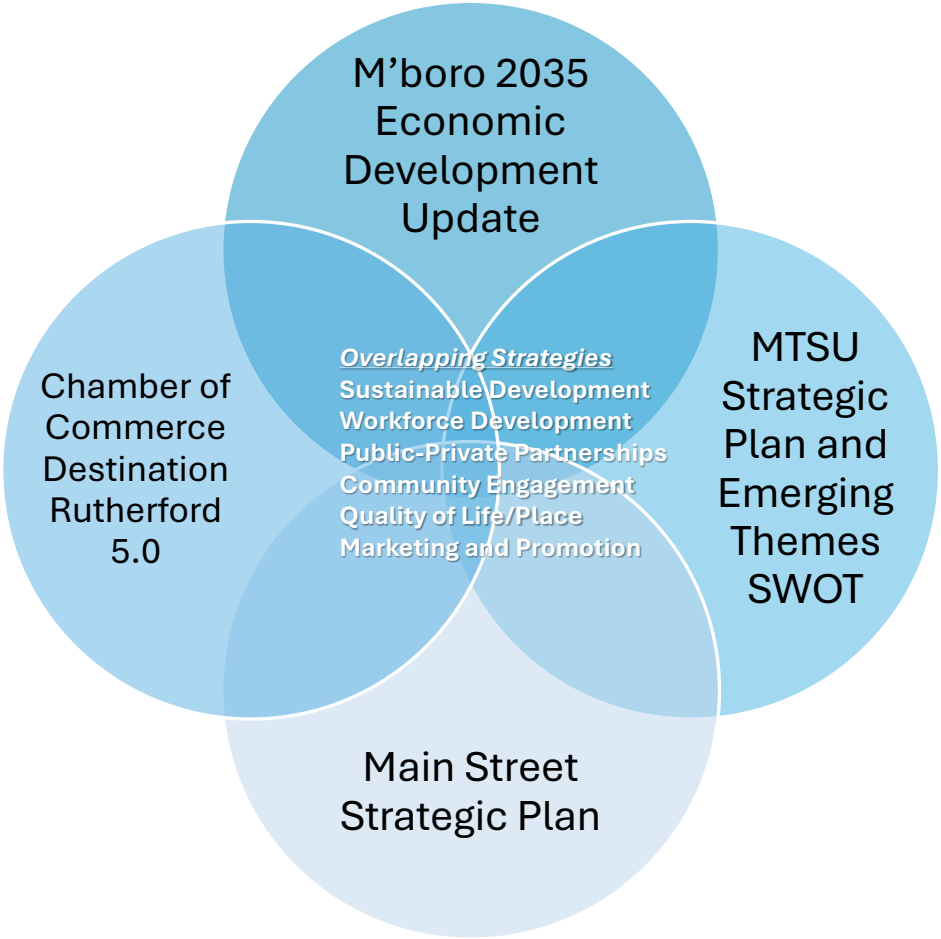
Subject	# Indicators	Example
Business – General	15	Business total/by category
Business Attraction	7	Business leads that choose to locate in community/region
Business Creation	2	New business startups (% of all)
Business Retention	14	Business closures
Demographics	15	Change in Educational Attainment
Development	1	New development projects
Engagement	25	Information sharing with stakeholders
Expenditures	2	Economic development expenditures
Housing/Real Estate	31	Vacancy rates (retail, commercial industrial, downtown)
Investment	13	Prospects in the pipeline
Labor Market	16	Jobs created (fulltime, part-time, contract, seasonal)
Outputs	14	Requests for Information Responses
Plan Implementation	8	Strategies implemented/completed
Quality of Life	14	Percent of locally owned businesses
Relationships	3	Engagement with organized industry networks
Taxes	3	Municipal tax revenues
Tech & Innovation	8	#of R&D contracts & grants for businesses assisted
Tourism	15	Tourist/visitor average spending
Transportation	4	Percent of population using public transportation

ECONOMIC DEVELOPMENT INDICATORS / MEASURES

SPREADSHEET OF INDICATORS BEING REVIEWED FOR INCLUSION INTO FUTURE ECONOMIC DEVELOPMENT REPORTS (See Exhibit B)

City of MURFREESBORO TENNESSEE

Economic Development Consultants



Greater Nashville Regional Council (GNRC)

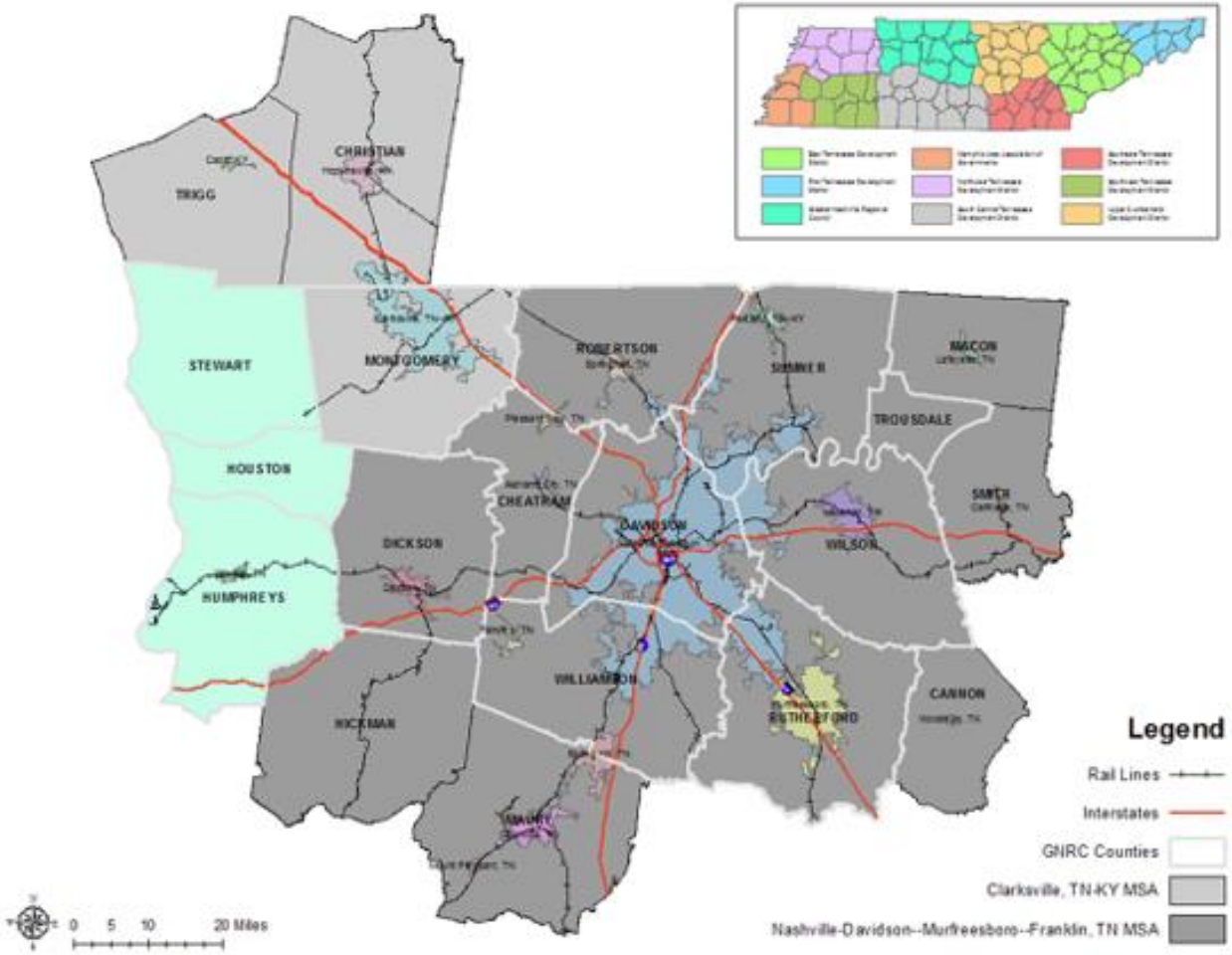
Economic Development Strategic Planning - GNRC leads the development of the Comprehensive Economic Development Strategy (CEDS), which establishes the region's economic development goals and plans for action.

CEDS Requirement

CEDS = Comprehensive Economic Development Strategy

- A Comprehensive Economic Development Strategy (CEDS) is required by federal law in order to maintain eligibility for grants through the U.S. EDA
- As the Economic Development District (EDD) for Northern Middle Tennessee, GNRC must enact a CEDS every five years and review/update it on an annual basis

Map of Planning Area



Adopted Strategy

- **Regional Growth Projections**
- **Economic and Market Trends**
- **SWOT Analysis**
- **Action Plan:**
  - 4 Guiding Principles
  - 4 Strategic Goals
  - 48 Proposed Action
  - 16 Priority Actions
  - Implementation Guidance
  - Performance Measures

FIND IT ONLINE:
GNRC.org/CEDS

GNRC

City of MURFREESBORO TENNESSEE

QUESTIONS?

ECONOMIC DEVELOPMENT INDICATORS / MEASURES

X = Primary Source; **S** = Secondary Source or Retriever of Data from Primary Source

Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Business - general	**Businesses total**	Businesses	#	S		X
Business - general	**Business total/by category**	Businesses	#	S		X
Business - general	**Businesses by industry**	Businesses	#, %	S		X
Business - general	**Business Incorporations**	Businesses	#	S		X
Business - general	Businesses by employment size	Businesses	#, %			
Business - general	Businesses created (by industry or sector) versus all businesses	Businesses	#, %			
Business - general	Entrepreneurs	Entrepreneurs	#			
Business - general	Availability and cost of business inputs (tax rates, energy, labour)	various	#, $			
Business - general	Business climate rating	inter-community comparison	rank; qualitative			
Business - general	Business program participants still in business 1 - 5 years	Businesses	#			
Business - general	Ease of doing business	Business climate	ranking, rating, qualitative			
Business - general	**Labor force productivity**	Workers	#, rating, qualitative	S		X
Business - general	Satisfaction rating of public services	Business climate	ranking, survey, qualitative			
Business - general	Increased diversity of businesses in the economy	Business	ratio			
Business - general	Access to business conference space/meeting facilities	Facilities	#			
Business attraction	**Business openings**	Businesses	#, %		X	
Business attraction	**Businesses attracted (by industry or sector) versus all businesses**	Businesses	#, %, qualitative	X		
Business attraction	**Business leads that choose to locate in community/region**	Businesses	#, %, qualitative	X		
Business attraction	Presence and quality of assistance programs	Investments	#, survey, qualitative			
Business attraction	Branding efforts launched	Strategies	#, click rates, success measures			
Business attraction	FDI attracted to the community	Investment	#, $			
Business attraction	Timeline for project completion	Project	#			
Business creation	Availability of startup capital for local businesses	Investment	$			
Business creation	**New business startups (% of all)**	Businesses	#, %	X		
Business retention	**Business closures**	Businesses	#, %, qualitative		X	
Business retention	**Businesses retained (by industry or sector) versus all businesses**	Businesses	#, %		X	
Business retention	**Businesses expanded (by industry or sector) versus all businesses**	Businesses	#, %		X	
Business retention	Succession plans, transfers to new owners	Plans, Transfers	#, qualitative			
Business retention	**Sales revenue**	Revenue	$		X	
Business retention	Profitability	Net income	$			
Business retention	Productivity	Revenue per worker	$			
Business retention	New products, product lines, services	Productive capacity	#, qualitative			
Business retention	Exports and trade activity	Exports, trade	$,% growth			

Indicators in **red** are suggested for an initial quarterly rerport. Other indicators may be preferred.

ECONOMIC DEVELOPMENT INDICATORS / MEASURES

X = Primary Source; **S** = Secondary Source or Retriever of Data from Primary Source

Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Business retention	New market development	Geographic market	$			
Business retention	**Amount of financing provided (to businesses)**	Investment	$	S		X
Business retention	Businesses at risk retained	Businesses	#, qualitative			
Business retention	Local business assistance programs - utilization, satisfaction	Investment	#, survey, qualitative			
Business retention	**Assessment of business workforce needs**	Workers	rating, narrative	S		X
Demographics	**Commuting patterns**	Workers	#, %	S		X
Demographics	**Change in Educational Attainment**	Education	#, % change	S		X
Demographics	**High school, College Dropout rates**	Education	#, %	S		X
Demographics	**Population**	People/annual	#, % change	S		X
Demographics	**Population**	People	#	S		X
Demographics	**Population age**	People	#, %	S		X
Demographics	**Population projections**	People	%	S		X
Demographics	Immigrants	People	#			
Demographics	Business immigrants	People	#			
Demographics	**Education attainment**	People	%	S		X
Demographics	Youth return rate after post-secondary education	Youth	%			
Demographics	**Training programs**	Programs	#	S		X
Demographics	Training capacity	Seats	#			
Demographics	Investment in training/education by employers	Investment	$			
Demographics	School enrollment	People	#			
Development	**New development projects**	Projects	#, $		X	
Engagement	Relationships with business	Relationships	#, survey, qualitative			
Engagement	Relationships with resident	Relationships	#, survey, qualitative			
Engagement	Relationships with educational institutions	Relationships	#, survey, qualitative			
Engagement	**Public-private partnerships**	Relationships	#, qualitative		X	
Engagement	Relationships with site selectors	Relationships	#, qualitative			
Engagement	Partnerships for sharing resources	Partnerships	#, qualitative			
Engagement	Educating local elected officials on economic development practice	Uptake	#, qualitative			
Engagement	**Engaging senior government partners**	Partnerships	#, qualitative	X		
Engagement	Volunteers	People	#, qualitative			
Engagement	Increased volunteer contributions – in-kind or financial	Investment	$, time			
Engagement	**Community outreach - meetings, workshops, presentations, forums**	Interactions	#, survey, qualitative			
Engagement	Community engagement – quality of ideas generated or implemented	Interactions	Interval scale (H,M,L), qualitative	X		

Indicators in **red** are suggested for an initial quarterly rerport. Other indicators may be preferred.

ECONOMIC DEVELOPMENT INDICATORS / MEASURES

X = Primary Source; **S** = Secondary Source or Retriever of Data from Primary Source

Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Engagement	Local/regional partnerships	Partnerships	#, size, type			
Engagement	**New community organizations**	Organizations	#, qualitative	X		
Engagement	Private/public contributions to engagement/outreach	Investment	$, qualitative			
Engagement	**Information sharing with stakeholders**	Interactions	#, qualitative	X		
Engagement	Businesses participating in EDO board/leadership	Businesses	#			
Engagement	Public sector participating in EDO board/leadership	Organizations	#			
Engagement	Businesses, individuals participating in program delivery	Businesses	#			
Engagement	Effectiveness of EDO board/leadership in improving business climate	Degree of improvement	Interval scale (H,M,L), qualitative			
Engagement	Positive media coverage	Mentions	#			
Engagement	**Website ranking (search engine optimization)**	Search position	#	X		
Engagement	Website or other media links on partner websites	Links	#			
Engagement	Community/client satisfaction	Level of satisfaction	Interval scale (H,M,L), survey, qualitative			
Engagement	Client success stories	Stories	#, qualitative			
Expenditures	**Economic development expenditures**	Expenditures	$	X		
Expenditures	Economic development expenditures versus total local government expenditures	Expenditures	%			
Housing/real-estate	**Assessed Values by category**	Assessed values	$		S	X
Housing/real-estate	**Cost of living**	Index	$		S	X
Housing/real-estate	**Housing stock**	Living units	#		S	X
Housing/real-estate	**Owner-occupied housing**	Living units	%		S	X
Housing/real-estate	**Rental inventory**	Living units	#		S	X
Housing/real-estate	**Social housing inventory**	Living units	#		S	X
Housing/real-estate	**Housing age**	Years	%		S	X
Housing/real-estate	**Housing availability**	Sales-listing ratio	%		S	X
Housing/real-estate	**Average house size**	Square metres	#		S	X
Housing/real-estate	**House prices**	Price	$		S	X
Housing/real-estate	**House prices**	Price	$		S	X
Housing/real-estate	Housing condition	Repairs needed	#, %			
Housing/real-estate	**Ownership (owned versus rental)**	Living units	%		S	X
Housing/real-estate	**Dwelling type**	Living units	%		S	X
Housing/real-estate	**Rents, monthly**	Cost	$		S	X
Housing/real-estate	**Building activity (commercial, industrial, residential, institutional)**	Projects, cost	#, $		S	X
Housing/real-estate	Housing starts	Living units	#			
Housing/real-estate	Existing and available space (retail, commercial, industrial, institutional)	Square metres	#			

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ECONOMIC DEVELOPMENT INDICATORS / MEASURES

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Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Housing/real-estate	**Vacancy rates (retail, commercial industrial, downtown)**	Vacancy	%		**S**	**X**
Housing/real-estate	Absorption rates	Absorption	%			
Housing/real-estate	**Land assessment**	Assessed values	$		**S**	**X**
Housing/real-estate	Developed property in industrial/business park	Hectares	#, %			
Housing/real-estate	Leased property in industrial/business park	Square metres	#, %			
Housing/real-estate	**Value of new construction (by sector, by target area)**	Construction cost	$		**X**	
Housing/real-estate	**Developable sites**	Hectares	#		**X**	
Housing/real-estate	**Redevelopment projects**	Hectares	#		**X**	
Housing/real-estate	Remediation/brownfields	Hectares	#			
Housing/real-estate	**Housing costs versus incomes (Affordability)**	Shelter-cost-to-income ratio	%		**S**	**X**
Housing/real-estate	**Average value of commercial property**	Businesses	$		**S**	**X**
Housing/real-estate	**Change in property valuation over time**	Price	$, % change		**S**	**X**
Housing/real-estate	Average construction costs per square feet	Square feet	$			
Investment	New investment	Investment	$			
Investment	Investment attracted	Investment	$, %			
Investment	Average investment per project attracted	Investment	$	**S**		**X**
Investment	**Public investment in development projects versus total investment**	Investment	$, %	**S**		**X**
Investment	**Private investment in development projects versus total investment**	Investment	$, %			
Investment	Private investment leveraged from public investment	Investment	$			
Investment	Public investment leveraged from private investment	Investment	$			
Investment	Private investors	Investors	#			
Investment	Investment per partner	Investment	$			
Investment	**Prospects in the pipeline**	Prospects	#	**X**		
Investment	Incentives awarded	Incentives	#, $			
Investment	**Capital provided**	Capital	$	**S**		**X**
Investment	Access to capital (availability of local and senior government grants, loans, subsidies)	Funders, Programs	#			
Labour market	**Jobs created (fulltime, part-time, contract, seasonal)**	Jobs	#	**X**		
Labour market	**Jobs attracted (fulltime, part-time, contract, seasonal)**	Jobs	#	**X**		
Labour market	**Jobs retained (fulltime, part-time, contract, seasonal)**	Jobs	#	**X**		
Labour market	Jobs at risk retained	Jobs	%	**X**		
Labour market	**Experienced labour force by industry**	Workers	#, %	**S**		**X**
Labour market	**Experienced labour force by occupation**	Workers	#, %	**S**		**X**
Labour market	**Wages and salaries**	Income	$	**S**		**X**

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ECONOMIC DEVELOPMENT INDICATORS / MEASURES

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Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Labour market	**Average incomes - personal, family**	Income	$	S		X
Labour market	**Average hourly wage**	Income	$	S		X
Labour market	**Skills inventory**	Workers by skill/occupation	#, qualitative	S		X
Labour market	**Unemployment rate**	Unemployment	%	S		X
Labour market	Youth unemployment rate	Unemployment	%			
Labour market	**Participation rate**	Workers	%	S		X
Labour market	Labour mobility	Workers	%			
Labour market	**Job openings**	Jobs	#	S		X
Labour Market	Earnings, by sector	Workers	$, % of average			
Outputs	**Businesses assisted**	Businesses	#, qualitative	X		
Outputs	**Inquiries received**	Inquiries	#, qualitative	X		
Outputs	Funding granted	Grants	#, qualitative			
Outputs	Partners	Partnerships	#, qualitative			
Outputs	Projects	Projects	#, qualitative			
Outputs	**Requests for Information Responses**	Responses	#, qualitative	X		
Outputs	Recipients of coaching	Recipients	#, qualitative			
Outputs	**Recipients of technical assistance**	Recipients	#, qualitative	X		
Outputs	**Recipients of training**	Recipients	#, qualitative	X		
Outputs	Entrepreneurs assisted	Recipients	#, qualitative			
Outputs	Business survey (BR+E) projects	Projects	#, qualitative			
Outputs	Businesses surveyed, numbers in target sectors	Businesses	#, qualitative			
Outputs	**Marketing campaigns, type, reach, efficiency**	Campaigns	#	X		
Outputs	Marketing expenditures	Expenditures	$			
Plan implementation	linkage between EDO strategic plan and other development plans	Relationships	#, narrative			
Plan implementation	expansion of services provided by EDO	Investment	#, $			
Plan implementation	**Strategies implemented/completed**	Strategies	#	X		
Plan implementation	**Goals met**	Goals	#	X		
Plan implementation	Public sector funding increased	Investment	$			
Plan implementation	Private sector funding increased	Investment	$			
Plan implementation	Public sector funding retained	Investment	$			
Plan implementation	Private sector funding retained	Investment	$			
Quality of life	**Population diversity**	population	#, % share		S	X
Quality of life	**Percent of locally owned businesses**	Businesses	#, % share	X		

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ECONOMIC DEVELOPMENT INDICATORS / MEASURES

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Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Quality of life	Total and per capita expenditures on arts and culture	Investment	$			
Quality of life	Social amenities and services (parks, recreation, churches, schools, medical)	Facilities	#			
Quality of life	Socio-economic profiles and indices (rank of local health areas)	Index	Rank			
Quality of life	Health facilities (hospitals, beds, health centres)	Facilities	#			
Quality of life	**Average life expectancy, morbidity, mortality rates, other health measures**	Years	#		**S**	**X**
Quality of life	**Schools**	Facilities	#		**S**	**X**
Quality of life	School achievement	Test scores	%			
Quality of life	**Graduation numbers, rates**	Graduation rates	#,%			
Quality of life	Six year completion and graduation rates	Graduation rates	#,%		**X**	
Quality of life	**Crime rates**	Occurrences/1000	%		**X**	
Quality of life	**Transit services**	Facilities	#, type		**X**	
Quality of life	**Festivals and events**	Events	#, type			
Relationships	**EDO engagement with organized industry networks**	Engagement	#, qualitative	**X**		
Relationships	Relationships established between EDO and community stakeholders	Engagement	#, qualitative			
Relationships	**Meetings held with potential investors**	Interactions	#, qualitative	**X**		
Taxes	**Municipal tax revenues**	Revenues	$, % change		**X**	
Taxes	BIA levies	Levies	$			
Taxes	Business versus residential rates	Bus-res mill rate ratio	%			
Technology & Innovation	Research funding available and awarded	Investment	#,$			
Technology & Innovation	**#of R&D contracts & grants for businesses assisted by EDO**	business investment	#, $	**X**		
Technology & Innovation	**Amount of R&D funding for businesses assisted by EDO**	business investment	#,$	**X**		
Technology & Innovation	**Modernization of facilities**	Projects	#, $		**X**	
Technology & Innovation	Broadband penetration	Coverage	%			
Technology & Innovation	Mobile coverage	Coverage	%			
Technology & Innovation	**Technology businesses**	Businesses	%	**X**		
Technology & Innovation	Patents, trademarks, new innovative product/services developed	Registrations	#			
Tourism	**Tourists/visitors**	Tourists	#, % change	**X**		
Tourism	**Tourists/visitor total spending**	Expenditures	$, % change	**X**		
Tourism	**Tourist/visitor average spending**	Expenditures	$	**X**		
Tourism	**Tourist/visitor length of stay**	Days	#	**X**		
Tourism	**Accommodations facilities (hotels, motels, bed and breakfasts, vacation properties, lodges, resorts)**	Properties	#	**X**		
Tourism	**Accommodation units (hotels, motels, bed and breakfasts, vacation properties, lodges, resorts)**	Rooms	#	**X**		
Tourism	**Room revenues**	Revenues	$		**X**	

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ECONOMIC DEVELOPMENT INDICATORS / MEASURES

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Subject	Indicator	Quantity	Unit	Chamber Data Source	City Data Source	External Data Source
Tourism	Campground/RV facilities	Properties	#			
Tourism	Campground/RV units	Sites	#			
Tourism	Approved tourism facilities (accommodations, attractions, festivals, events)	Properties	#			
Tourism	**Tourism businesses**	Businesses	#	**X**		
Tourism	Packages, experiences	Packages	#			
Tourism	**Online reputation**	Net Promoter Score (NPS)	%	**S**		**X**
Tourism	**Website/social media hits**	Page hits	#	**X**		
Tourism	Municipal and regional district tax (MRDT)	Revenues	$			
Transportation	Number of places that flights connect to, frequency	Flights	#, frequency			
Transportation	Average commute times	time	#			
Transportation	Cost of public transportation	Expenditures	$			
Transportation	Percent of population using public transportation	Population behaviour	% of total			

Indicators in **red** are suggested for an initial quarterly rerport. Other indicators may be preferred.

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title:	CIP Transfers
Department:	Finance
Presented by:	Amanda DeRosia, Interim 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/2025 CCIP

Funds Available by Loan Before Transfer

January, 2025

Project	2021 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
Automatic Sideloaders		411,542		411,542
Cherry Lane Phase 3	3,000			3,000
River Rock-Beasie	411,542			411,542
Town Creek			3,000	3,000
Total	414,542	411,542	3,000	417,542

Funds Available by Loan After Reallocation

January, 2025

Project	2021 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
Automatic Sideloaders	411,542			411,542
Cherry Lane Phase 3			3,000	3,000
River Rock-Beasie		411,542		411,542
Town Creek	3,000			3,000
Total	414,542	411,542	3,000	417,542

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

CIP Funds Transfer Request

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

CIP Loan General Fund /2021 Bond/2025 CIP

Transfer CIP funds from:		Transfer CIP funds to:	
River Rock-Beasie (2021)	(411,542.40)	Automatic Sideloaders (2021)	411,542.40
Automatic Sideloaders (2025)	(411,542.40)	River Rock-Beasie (2025)	411,542.40
Town Creek (General Fund)	(3,000.00)	Cherry Lane 3 (General Fund)	3,000.00
Cherry Lane 3 (2021)	(3,000.00)	Town Creek (2021)	3,000.00
TOTAL TRANSFER	(829,084.80)	TOTAL TRANSFER	829,084.80

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 2025 CIP be swapped with the same projects in the 2021 Bond.

Vicki L Massey — Reviewed by Finance

12-30-24 — Date

Approved [✓]

Amanda DeLosia — Interim Finance Director

Declined [ ]

12-31-24 — Date

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

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

Item Title:	FY25 Mid-Year Budget Review Report
Department:	Administration
Presented by:	Erin Tucker, CFO/City Recorder

Summary

FY25 Mid-Year Financial Report

Background Information

FY25 Mid-Year Financial Report includes relevant review of FY24 unaudited results and FY25 budget comparison information.

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:

FY25 Mid-Year Review Budget Report

CITY OF MURFREESBORO

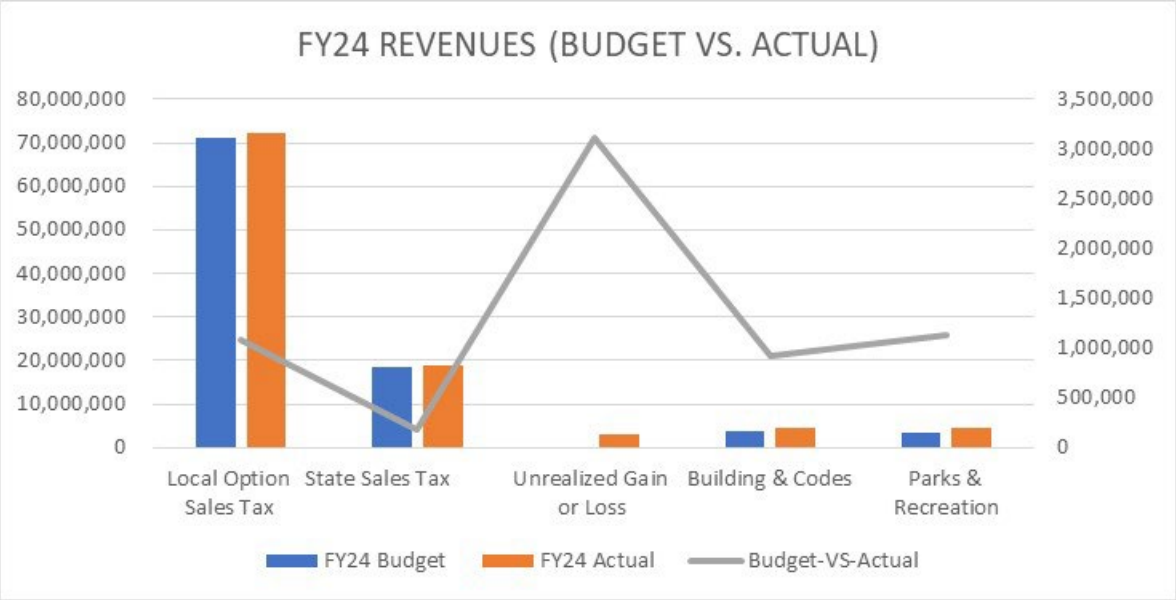
FY25 MID-YEAR BUDGET REVIEW

AS OF DECEMBER 31, 2024

FY24 BUDGET-TO-ACTUAL RESULTS (UNAUDITED)

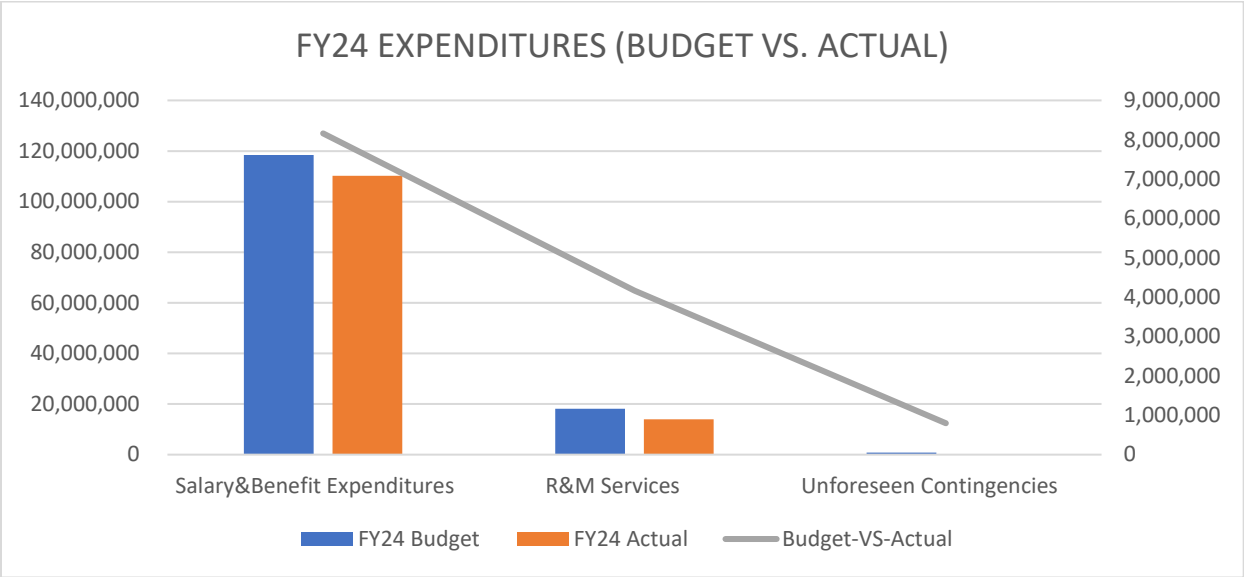
The FY24 audit is expected to be released later this month. While the FY25 budget reflected a use of $17.4m of Unassigned fund balance, unaudited financial data indicates an increase of $1m. This is due in part to higher revenues – primarily sales taxes, departmental revenues (Building & Codes & Parks), interest and unrealized gains. In addition, expense savings were realized across the board – including payroll, repairs & maintenance, grant expenses, and assigned funds for CIP projects and MED funded projects.

REVENUES



Local Sales Tax revenues resulted in an increase over budget by $1.1m along with close to $180,000 in additional revenues of State Sales Tax over budget. In addition, unrealized gains totaled $3m in FY24. Building & Codes and Parks and Recreation each recognized greater revenues than budgeted at $930,385 and $1,135,529 respectively.

EXPENDITURES



FY24 Salaries & Benefits actual results reflect $8.1m in savings. These savings are primarily a result of vacancies throughout the City.

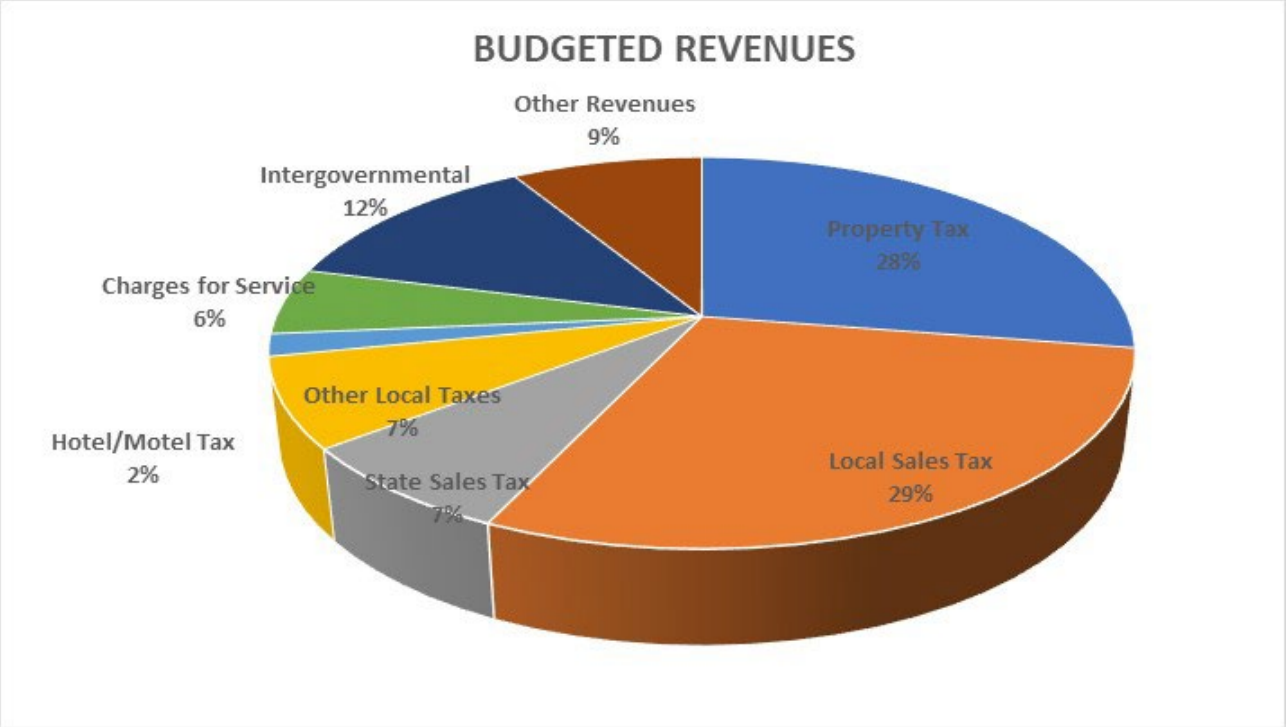
The City also recognized $4.1m in savings in Repairs & Maintenance expenses for the year along with close to $800,000 in Unforeseen expenses.

FY25

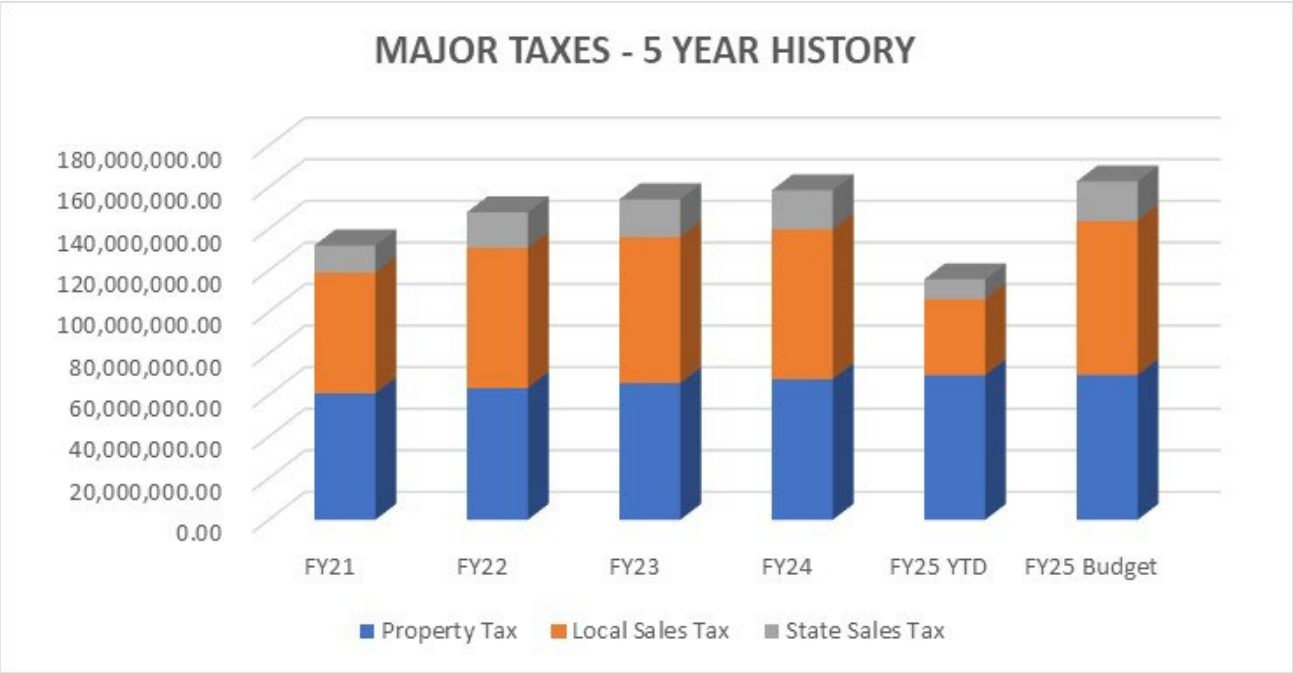
5 YEAR COMPARISON (FY21-FY25)

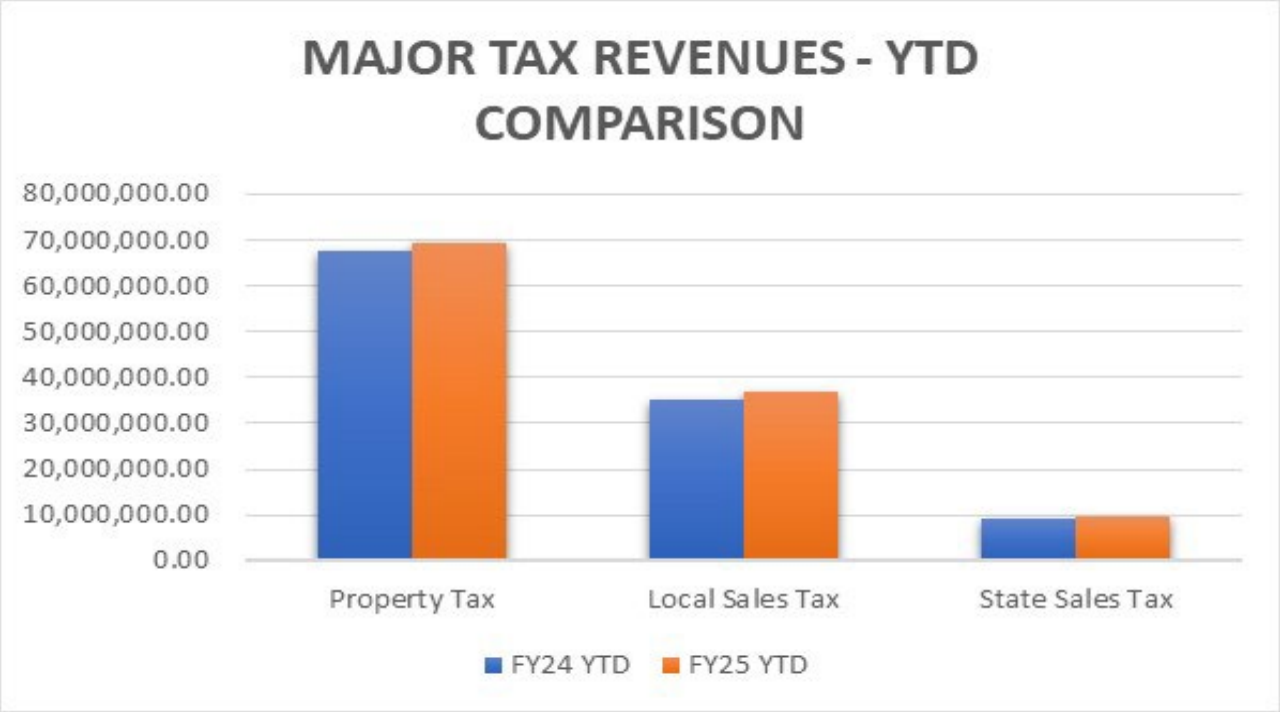
YEAR-TO-DATE (YTD) COMPARISON – DECEMBER 2023 VS. DECEMBER 2024

FY25 BUDGETED REVENUES



MAJOR TAXES:



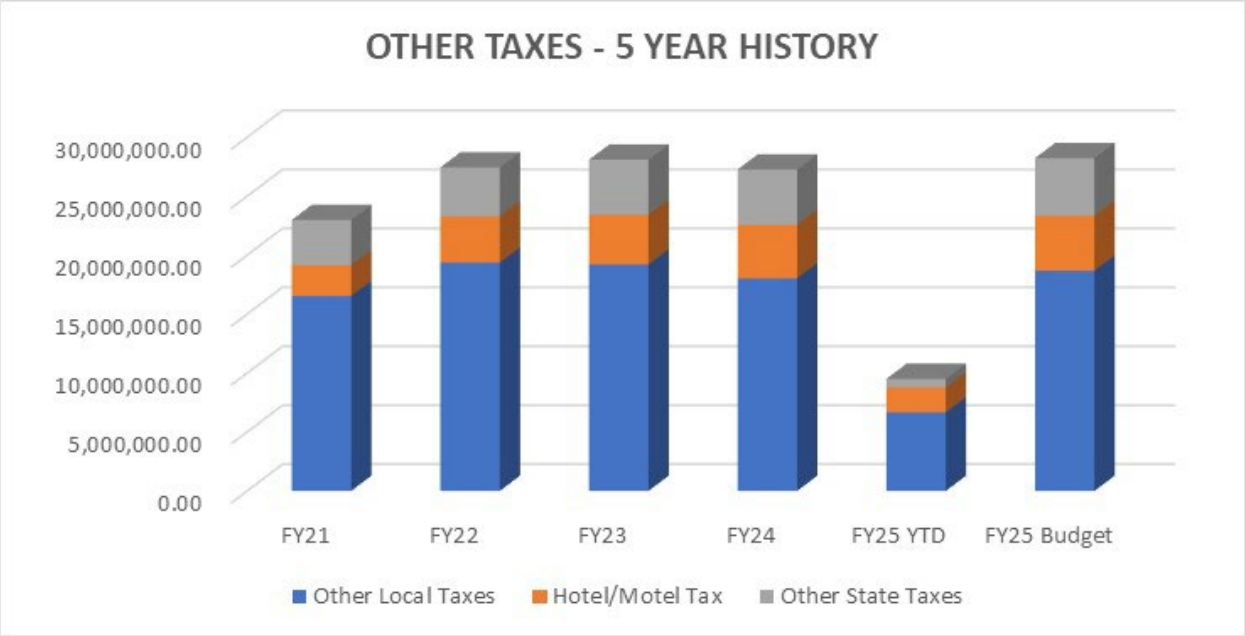


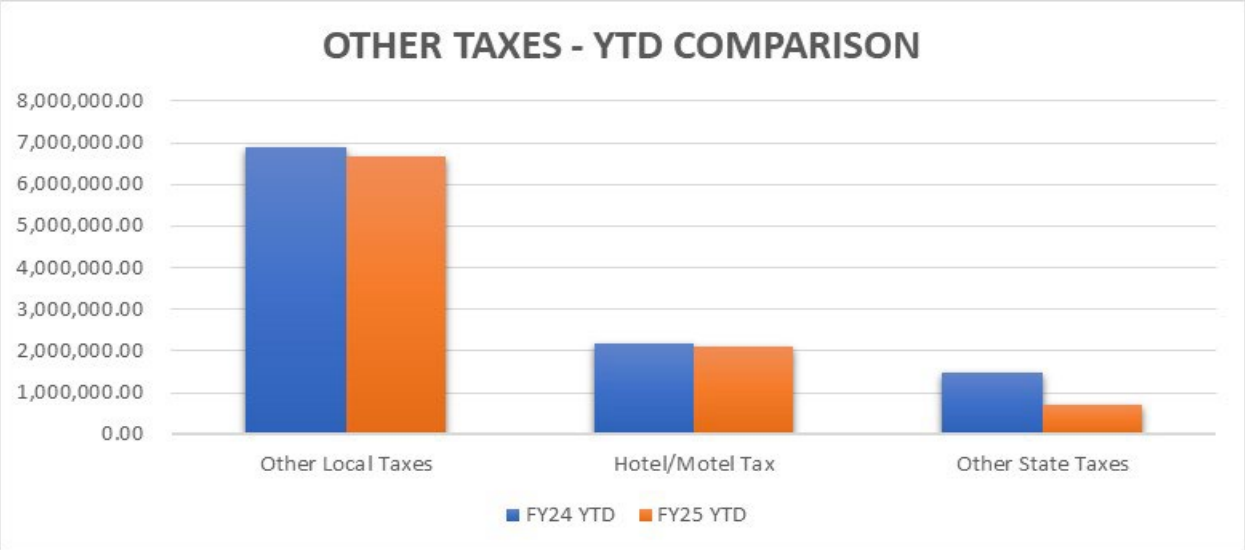
Major Taxes include Property, Local Sales and State Sales Taxes. Property Taxes make up 28% of General Fund's budgeted revenues. FY25 property taxes increased 2.7% over FY24 – just shy of the 3% budgeted increase. Through December, 86% of property taxes were collected; whereas FY24 through December, 84% was collected. (At the time this report was written, 89% have been collected through January 3rd.)

Local Sales Tax revenues were budgeted with a 4% increase over last year's budget (3% over last year's actual results), making up 29% of General Fund budgeted revenues. Through December, revenues are up 4.1% over last year, showing an increase of $1.5m, which is 1.5% over budgeted projections. These numbers lag by two months, e.g., December's collections report October receipts. This growth will be closely monitored for any dips or significant changes.

State sales tax makes up 7% of budgeted revenues, reflecting a budgeted increase of 2% from last year's budget and 1.4% over last year's actual results. Through December, this tax is reflecting 4.7% over last year's results and 3.6% over budget.

OTHER TAXES



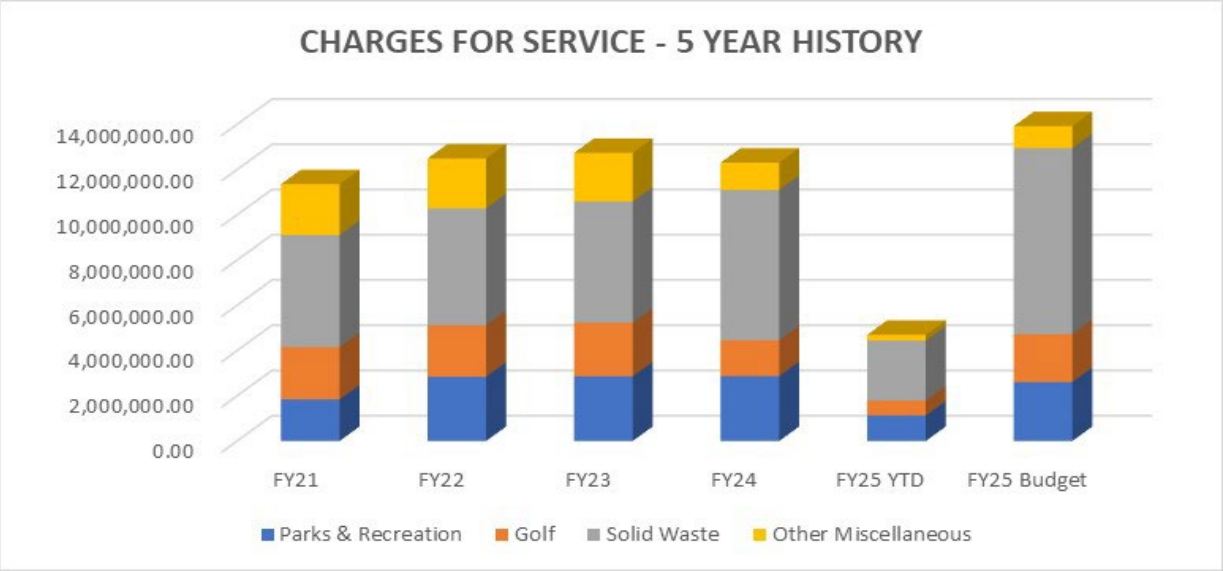


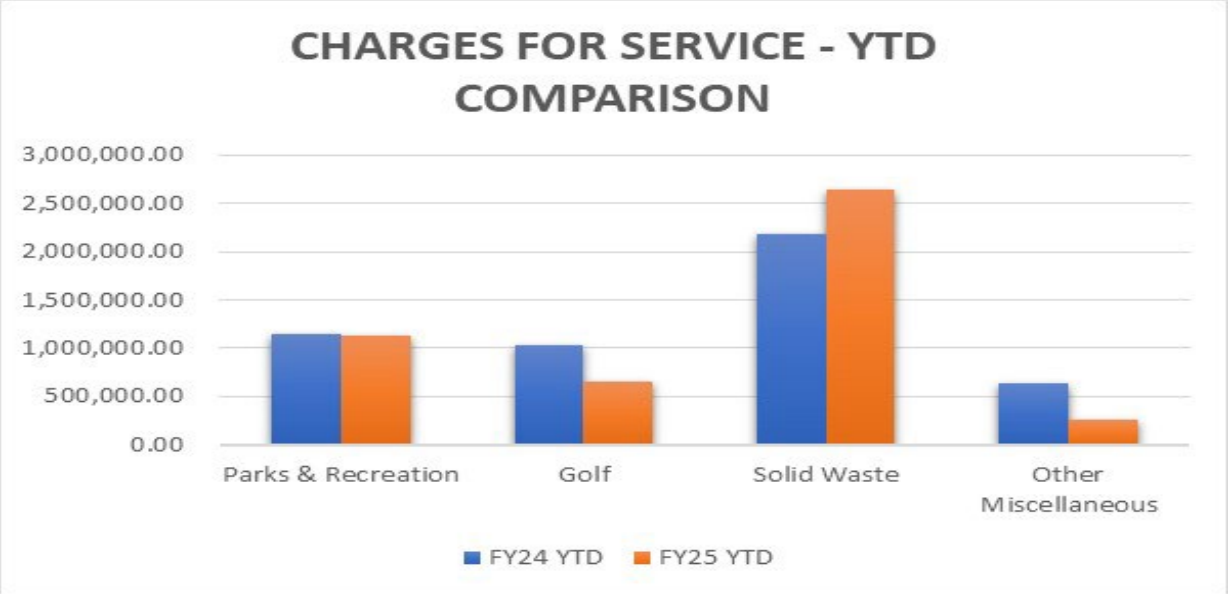
Other Local Taxes make up 7% of revenues and include Business License, Wholesale Beer & Liquor, Franchise (Cable, Gas) and in Lieu of taxes. Business License taxes show an 8% decrease from FY24 through December, with 10% of budget realized as compared to 7% in FY24. Due to the seasonal nature of these tax filings, 75-80% of this revenue is realized in the last quarter of the fiscal year. Public Utility taxes came in 9% under budget, reflecting a decrease of $208,000.

While not a major revenue source, hotel/motel taxes can be indicative of other economic factors. This revenue was budgeted relatively flat compared to FY24 revenues, however revenues are down 7% compared to last year and are trending about 3% below budget through December.

Other State taxes include mixed drink, income, TVA and other miscellaneous state taxes. These revenues are coming in relatively flat, up 1.3%, as compared to FY24.

CHARGES FOR SERVICE





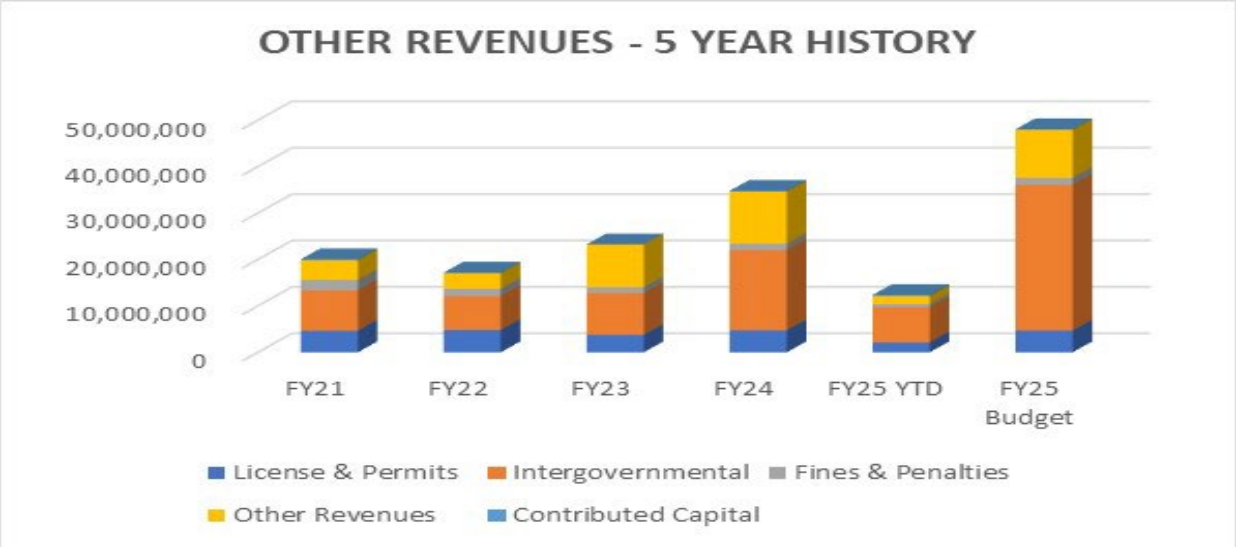
Parks & Recreation's Charges for Services show a 2% ($17k) decrease from FY24 through November. Overall, Parks Revenues are down 7% through November.

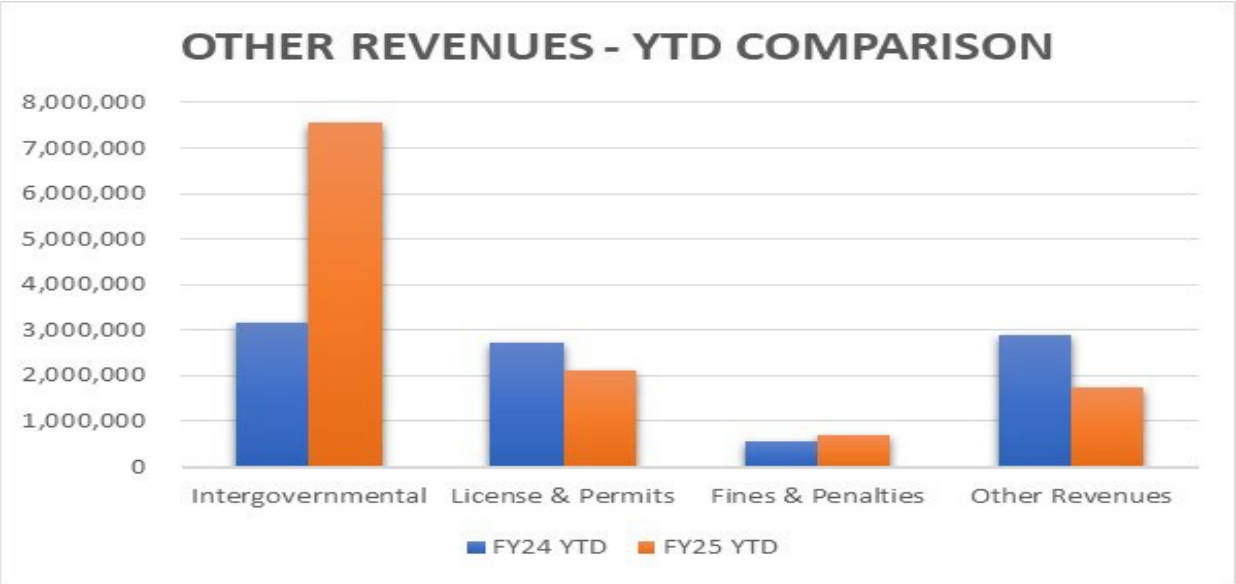
Golf's Charges for Services are down about 37% through October compared to FY24 due to Old Fort's closure for renovations.

Solid Waste Service Charges are up over FY24 by 21% through December. This is due both to growth and to a 20% fee increase effective July 1.

Other Miscellaneous includes all other departmental charges for service and reflects a 60% decrease through December due to the Veterans Administration hospital declining to extend their contract for fire response, prevention and education services. This contract ended on September 30, 2023, and resulted in a $1m revenue drop in FY24 and a $1.4m revenue decline in future years.

OTHER REVENUES



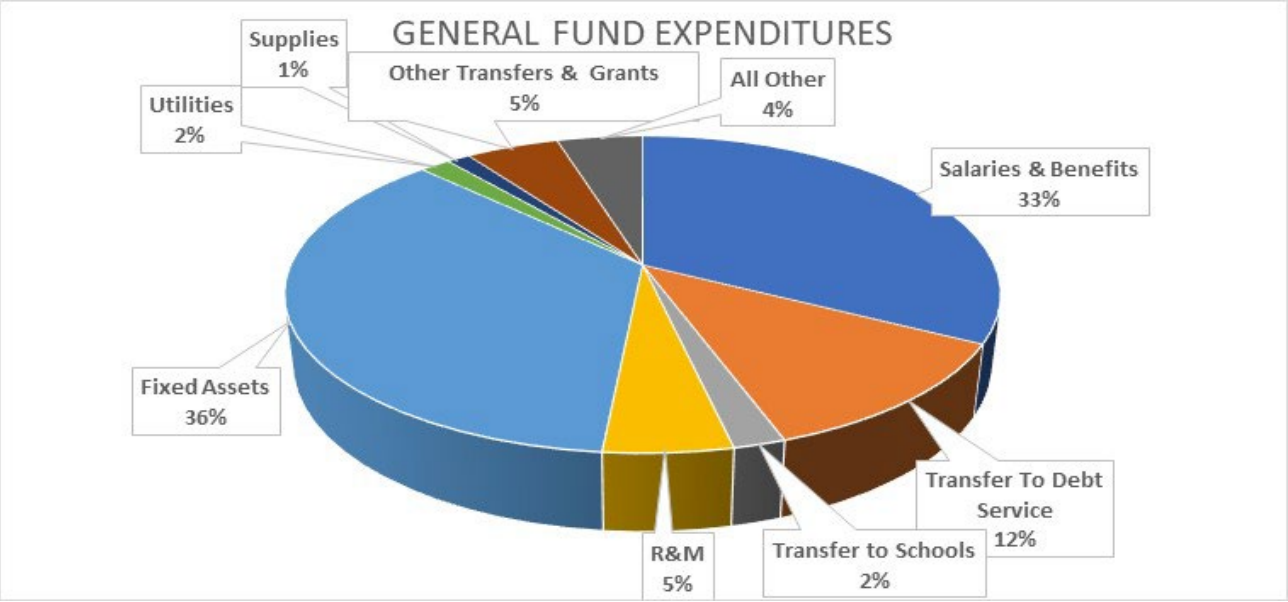


Through December, Intergovernmental revenues are up 138% compared to last year. The factors contributing to this include primarily due to timing of reimbursement requests. Most of these revenues are expenditure based, meaning that the funds must be spent before reimbursement can be requested.

Building & Codes budgeted a 3% increase over FY24 results; however, revenues are down 20% through December. These revenues fluctuate with the construction industry. Residential building is down 36% compared to FY24 and total permits are down 1.6%.

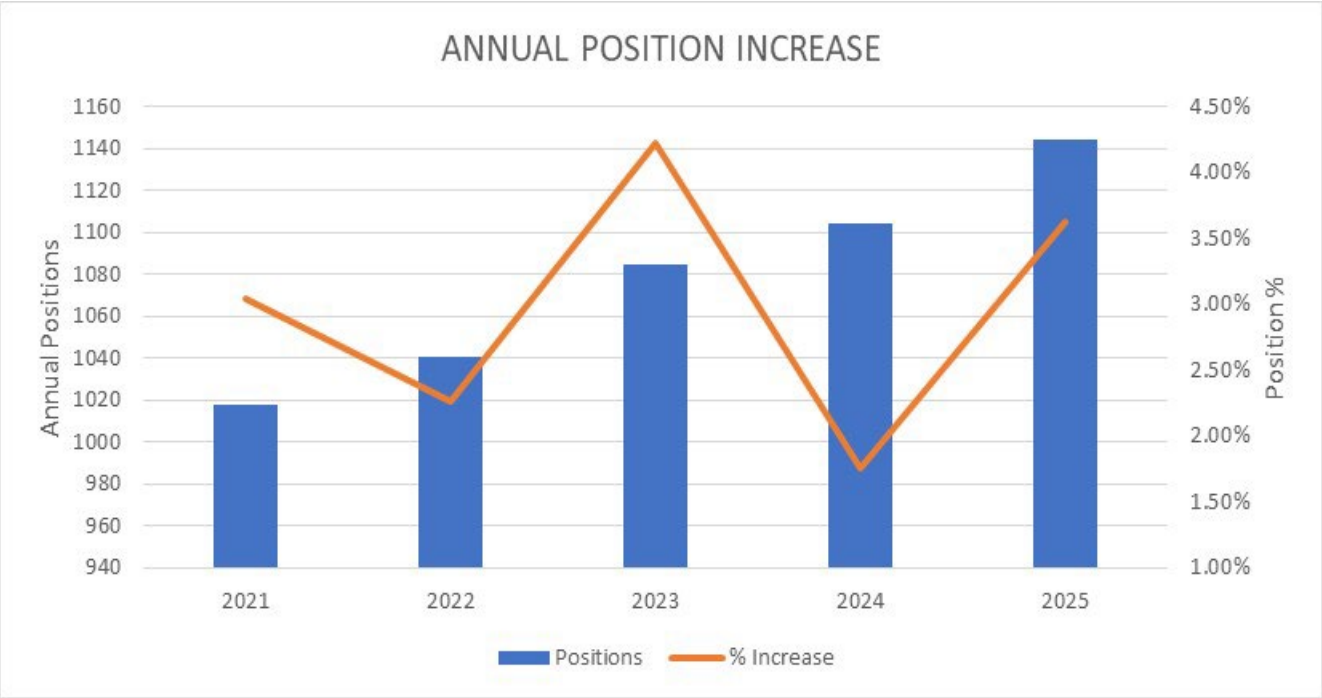
Other Revenues include transfers from other funds, interest revenues, and designated donations. The timing of transfers from other funds is skewed, reflecting a 40% drop in revenues that is anticipated to be corrected by year-end.

EXPENDITURES

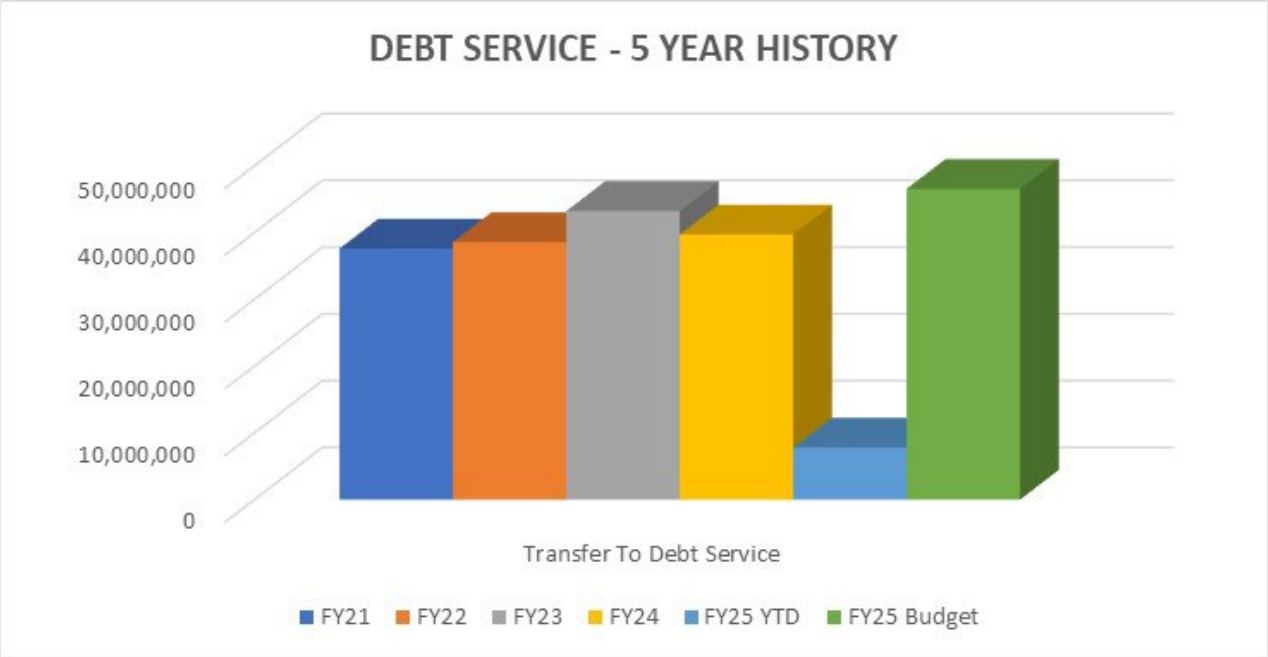


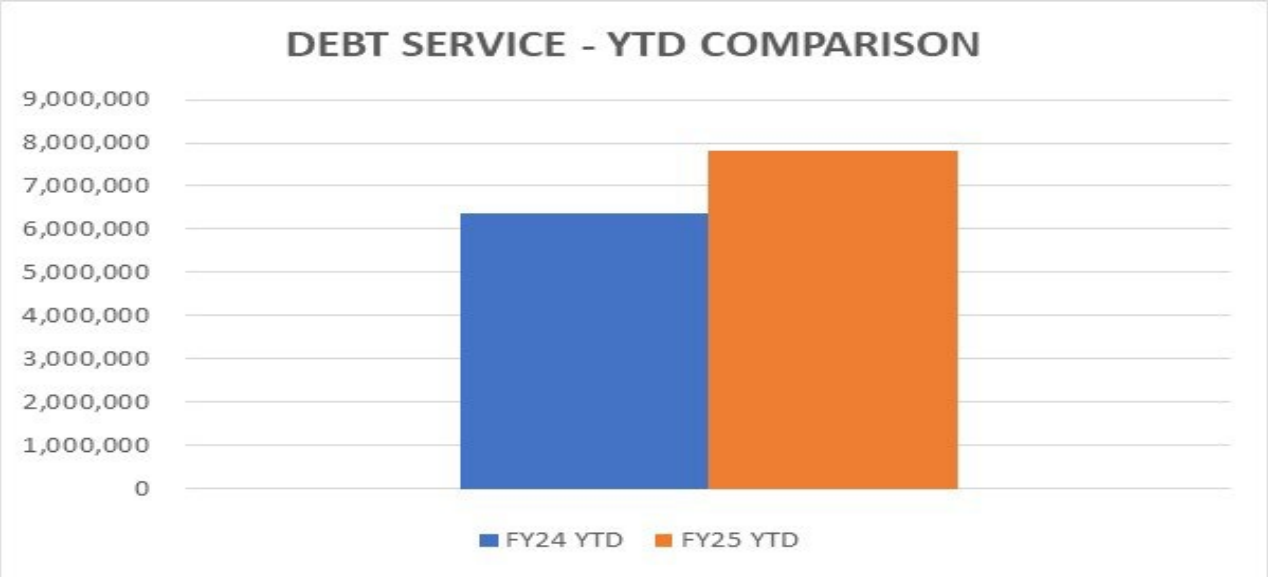
SALARIES & BENEFITS

Salaries & benefits make-up 33% of budgeted expenditures. Since 2021, full-time positions have increased over 12% with year-over-year growth ranging from 3% to 4% annually. Through December, General Fund payroll costs are up 13% over last year. Council approved 4% raises for City general staff and significant public safety increases to improve recruitment and retention. During the first half of FY25, Council approved a new benefit of 5 Personal Time Off (PTO days), effective December 1, and additional raises for the City general staff, effective January 2025. Through December, payroll slippage savings is at its lowest in over five years at 2%. This demonstrates the effectiveness of the improvements to payroll and benefits.



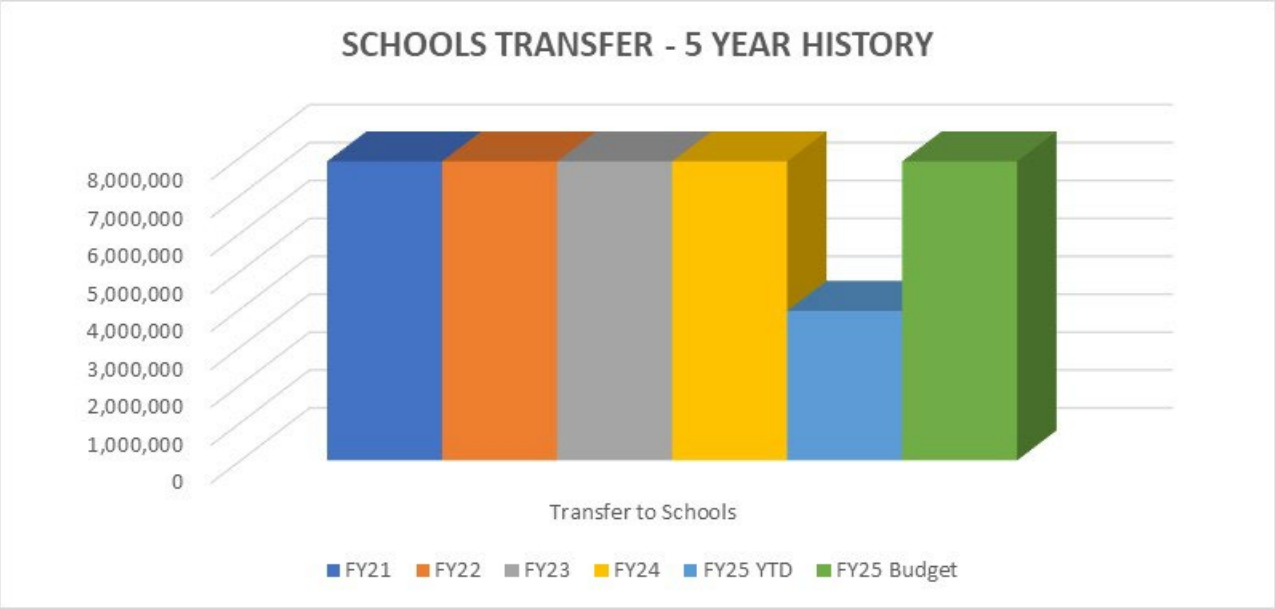
DEBT SERVICE

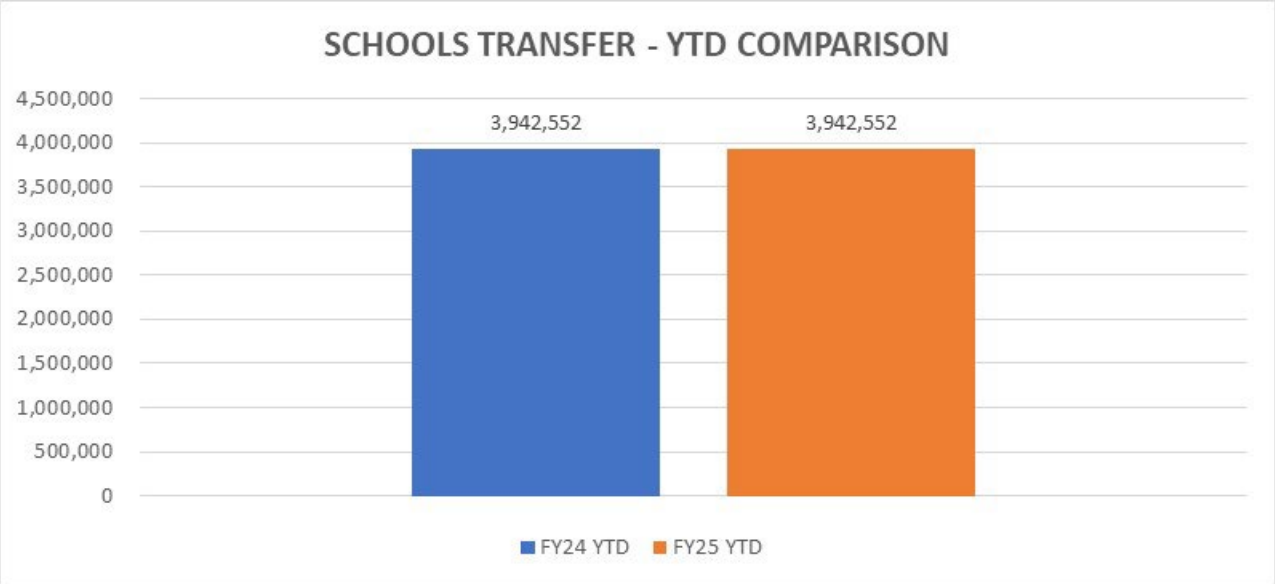




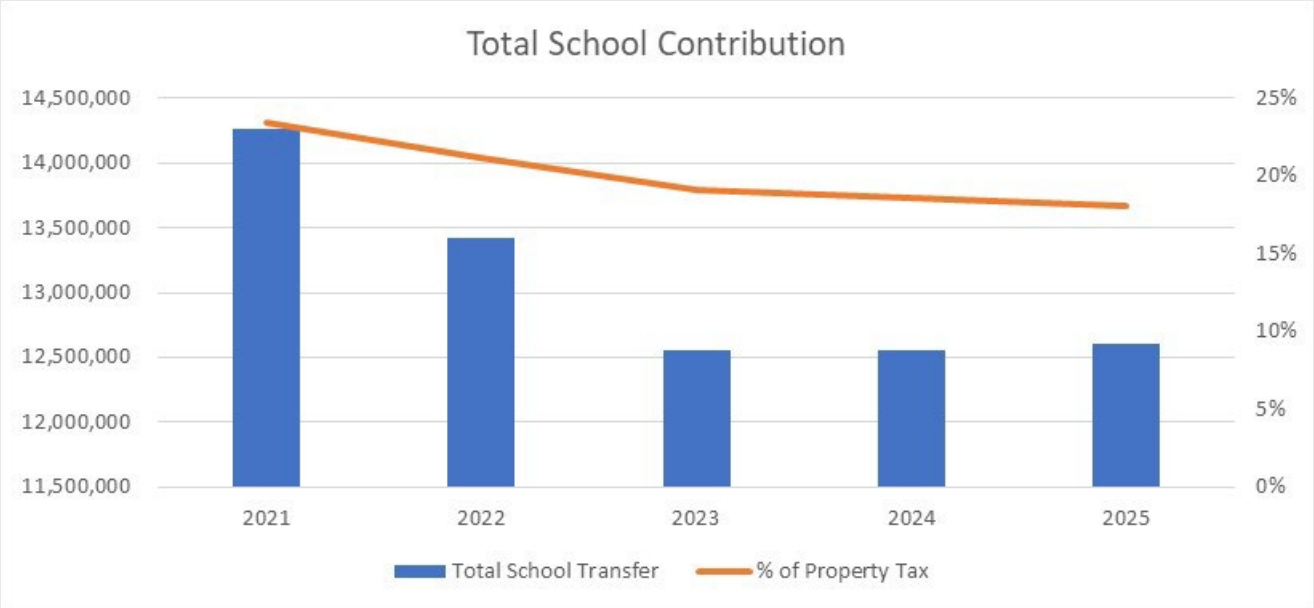
At 12% of budget, the annual debt service transfer is the second highest operating expense category. The budgeted Debt Service Transfer increased by 3%, or $1.4m to account for the approved FY24 CIP – with the expectation of borrowing in FY25. Council has since approved an updated CIP and a new borrowing is expected to be pushed into FY26. Fluctuations reflected above are based on timing of payments.

TRANSFER TO CITY SCHOOLS



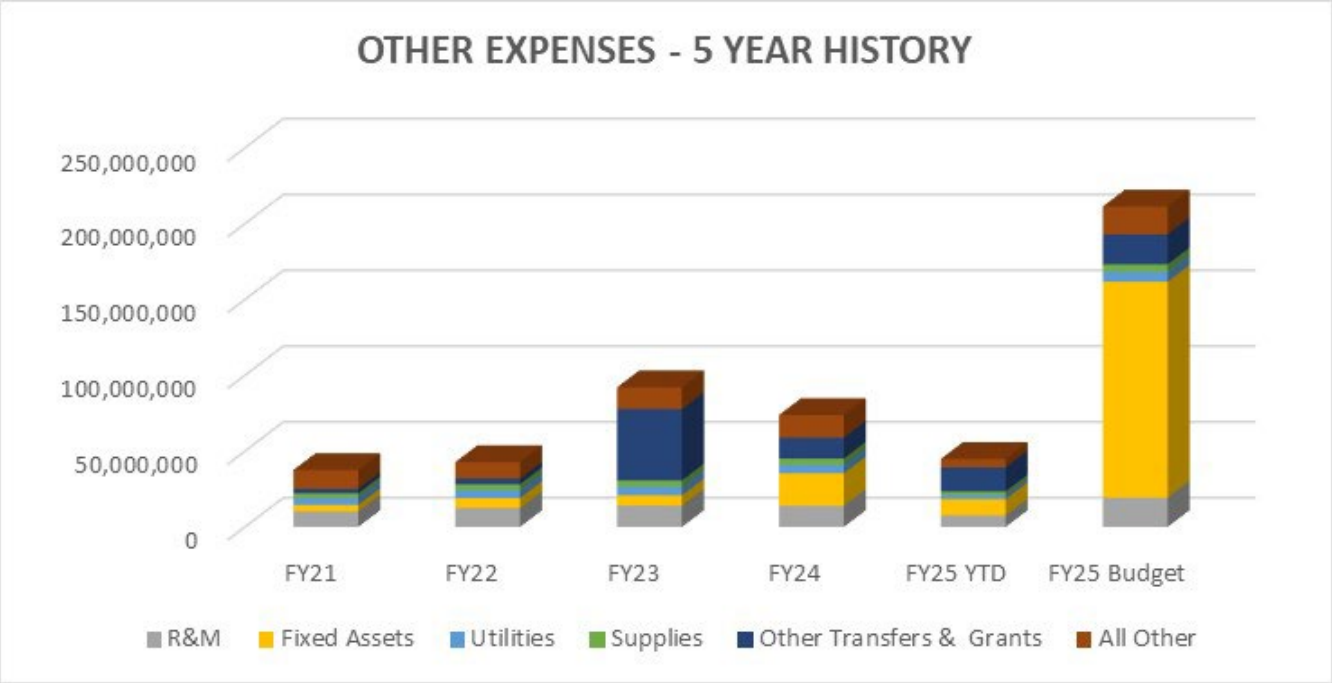


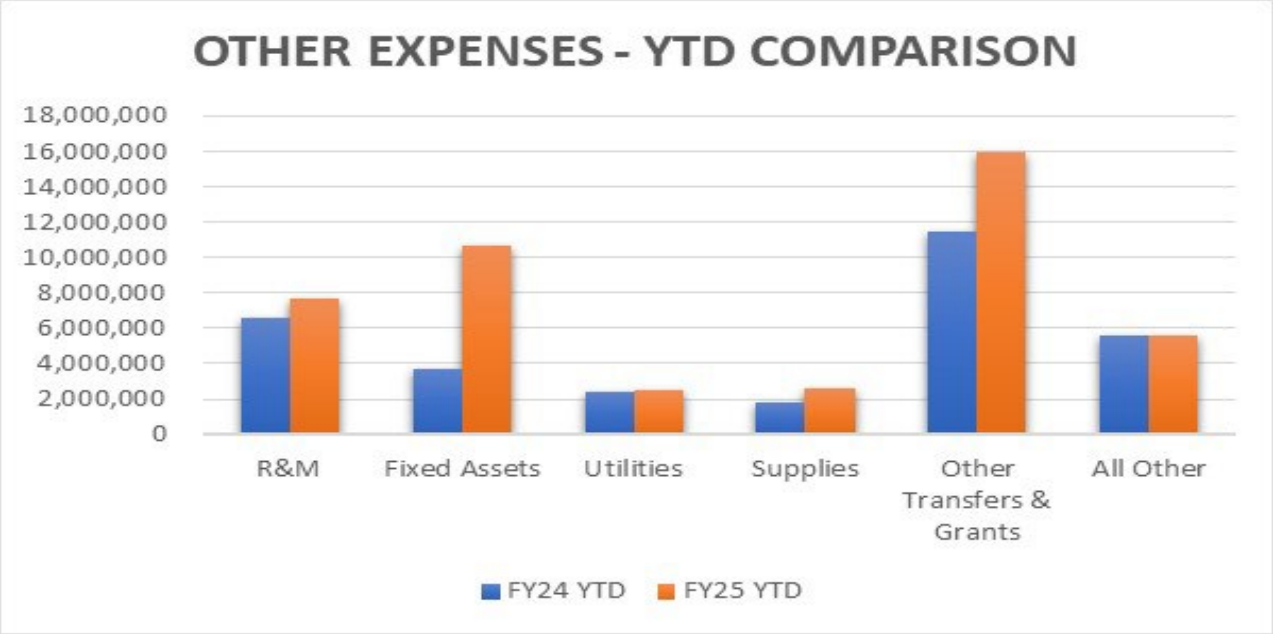
Increased operational costs resulted in an increase to the annual transfer to City Schools in FY 19 by $1.5m, or 24%, and again in FY20 by an additional $1.3m (20%). There have been no budgeted increases since FY20. Since there was no change to the Schools transfer in FY25, this amount is flat through December and will remain flat for the remainder of the year.



The chart above shows the total contribution for Schools each year as it compares to the Property Tax. The total transfer reflects the combined annual debt service and operating transfers. Because no new schools have been built since the 2019 bond issuance, the total contributions to Schools peaked at 30% in FY19 and have steadily declined in subsequent years. FY25's contribution rate reflects an all-time low with an 18% contribution rate. If any additional schools are borrowed for and/or additional operating funding is provided, this rate will increase in future years.

OTHER EXPENSES





Overall, expenses have stayed stable compared to last year, with a couple of exceptions.

The Fixed Assets budget is the 2nd highest category and reflects a high increase due to the allocation of Unassigned Fund Balance for FY24 and FY25 CIP projects, along with Towne Creek project and American Rescue Plan Act (ARPA) grant expenses, MED proceeds funded expenses - all of which are considered one-time spending initiatives. To date, one-time funded capital expenses make-up 90% of the spending on fixed assets through December as compared to 42% of the spending coming from one-time funding last year. When this grant spending is excluded, expenses are actually down close to 52% ($1.1m).

Repairs & Maintenance spending is up 18% which is due to timing of paving projects funded by State Street Aid - gas tax revenues fully support the State Street Aid expenditures.

Other Transfers and Grants are up 27% compared to last year, due primarily to Parks & Recreation's $4m American Battlefield Trust Grant, which has corresponding grant revenues.

Most other General Fund operating expenses are in line with last year's expenses through December, with one notable exception being the Transfer to the Community Investment Trust.

SUMMARY

Through December, sales tax revenues are coming in over budget while other taxes are generally meeting budget or are relatively flat with last year's results. In addition, normal recurring expenses are at or under budget. A major point to note is the significant drop in payroll slippage through December 31, 2024. At 2%, this is the lowest rate noted since staff began monitoring monthly trends.

Staff continue to manage expenses and prioritize projects based on the changing community needs and Council priorities. Administration continues to monitor and scrutinize the current economic conditions and is prepared to re-evaluate trends and forecasts for the upcoming FY26 budget cycle.

COUNCIL COMMUNICATION

Meeting Date: 01/09/2025

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

Summary

November 2024 Dashboard packet

Background Information

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

None

Attachments:

1. November 2024 Dashboard
2. November Impact Fee Report
3. City Schools November Dashboard

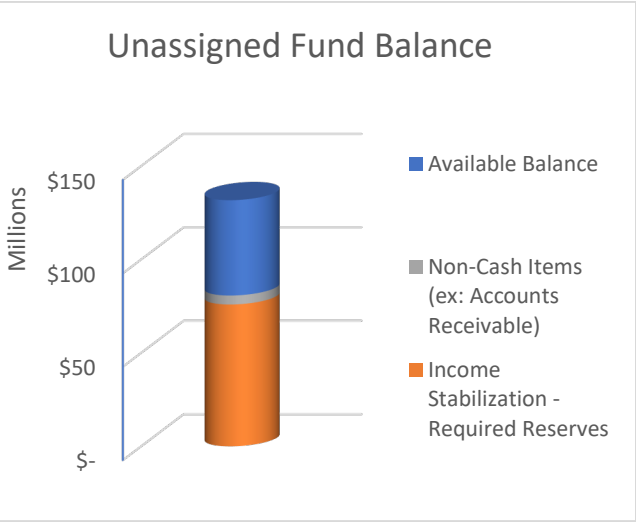
NOVEMBER 2024 DASHBOARD

FUND BALANCE

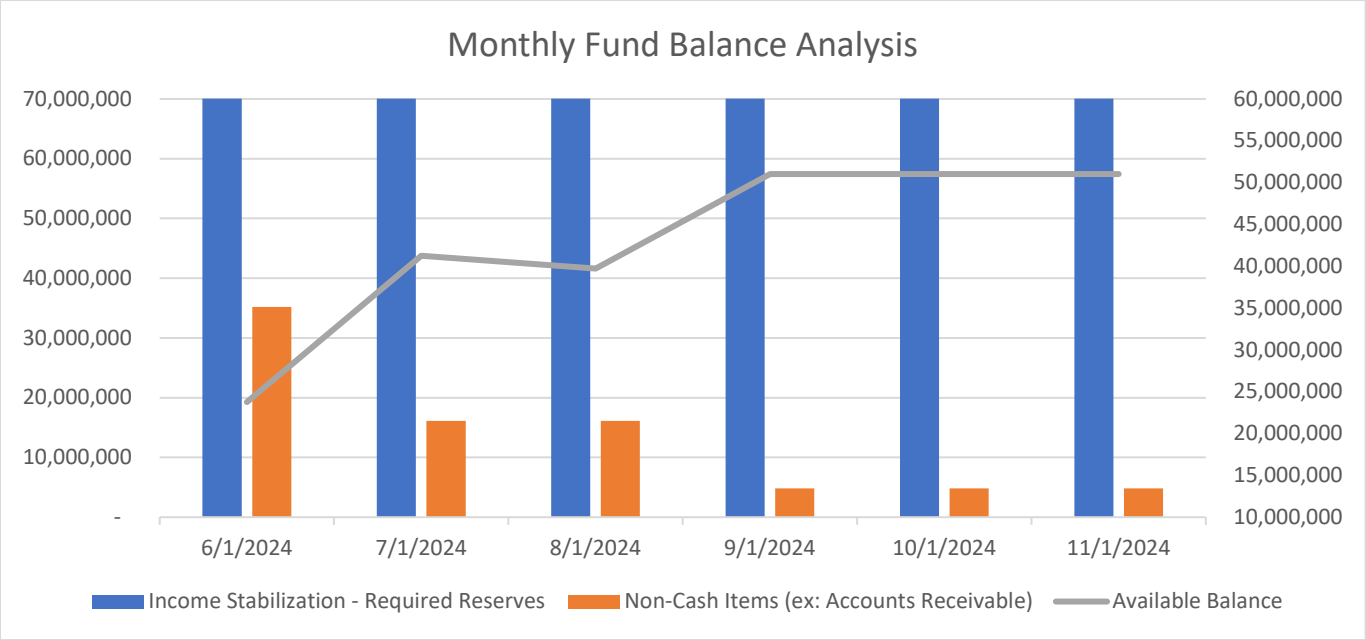
The City's Fund Balance policy requires a reserve of 15-30% of General Fund revenues. This reserve is maintained in the Unassigned Fund Balance within General Fund. Other components of this account include non-spendable assets, including Accounts Receivable. The remaining funds are available for use, 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
	11/30/2024
Available Balance	51,021,191
Non-Cash Items (ex: Accounts Receivable)	4,804,460
Income Stabilization - Required Reserves	75,900,000
	131,725,651

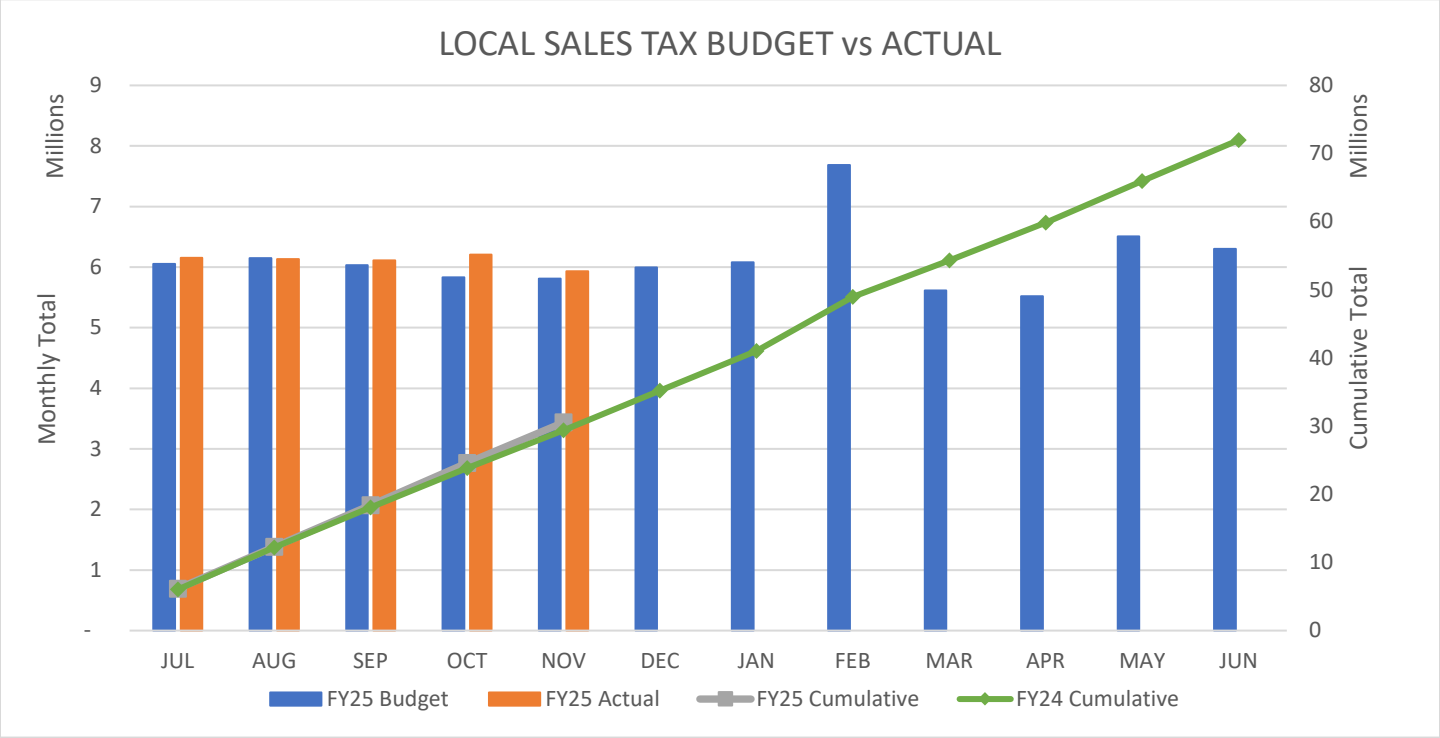


The chart below displays the changes in use of Unassigned Fund Balance by month.

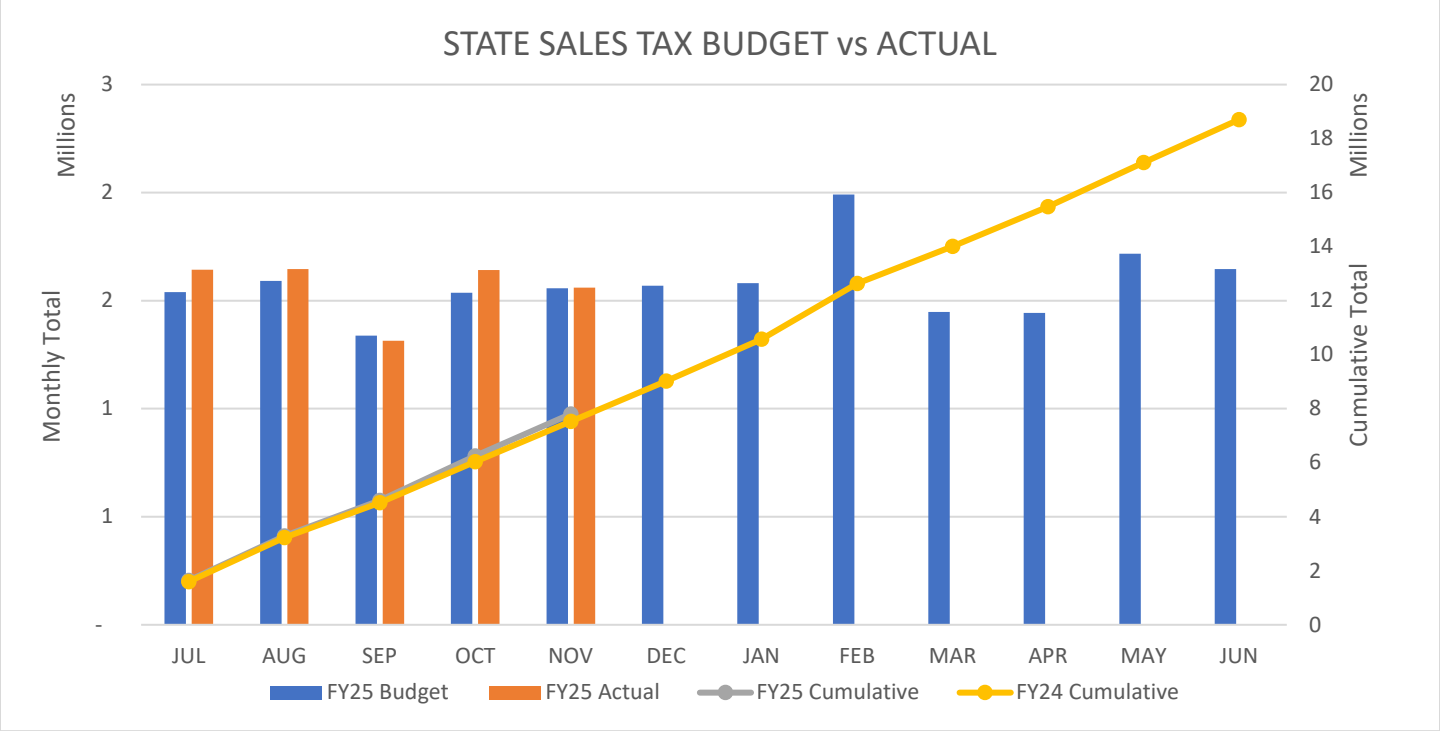


REVENUES

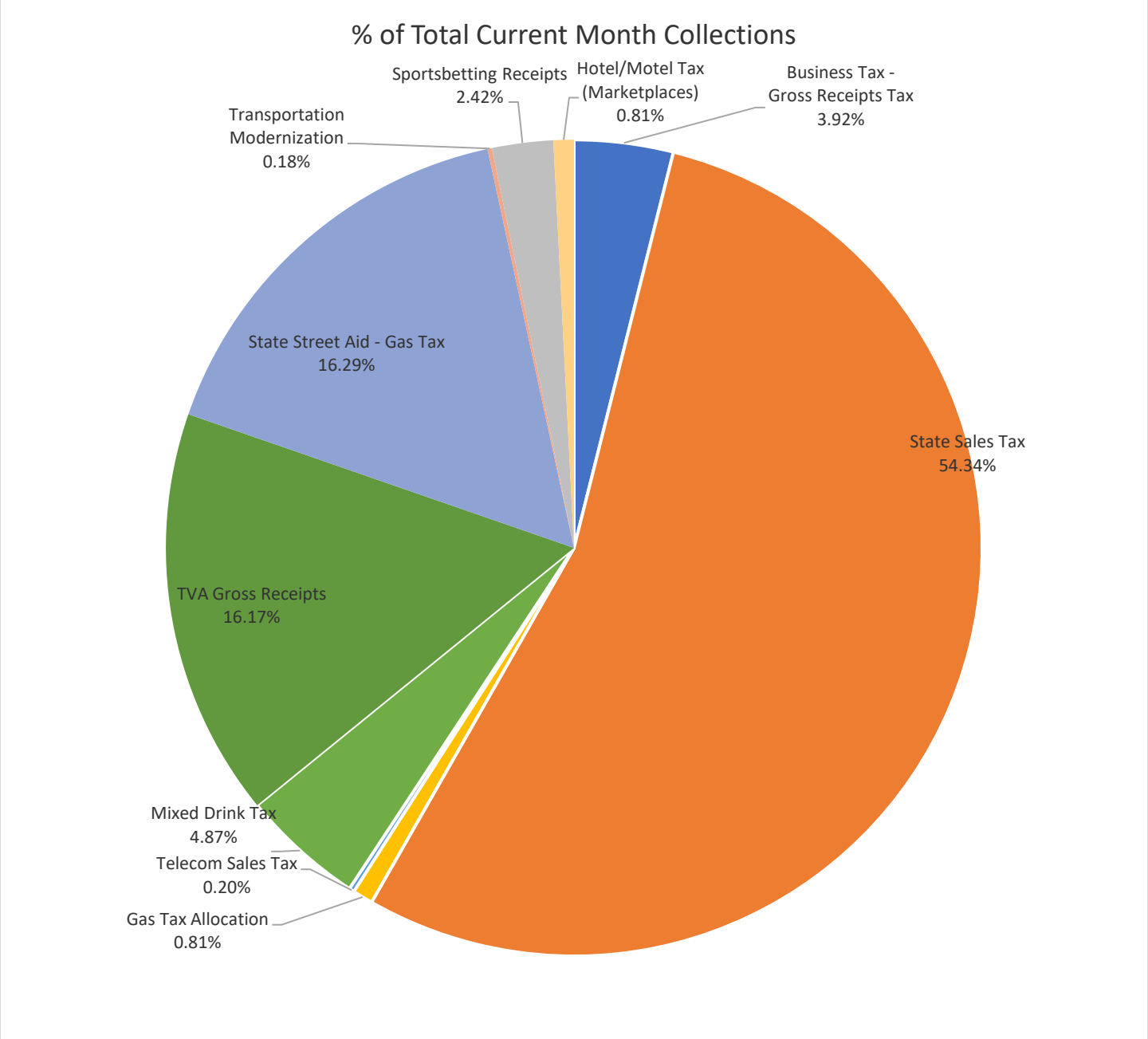
Property Tax notices were mailed in early October. The FY25 budget reflects a 3% increase over FY24, which is consistent with last year's growth.



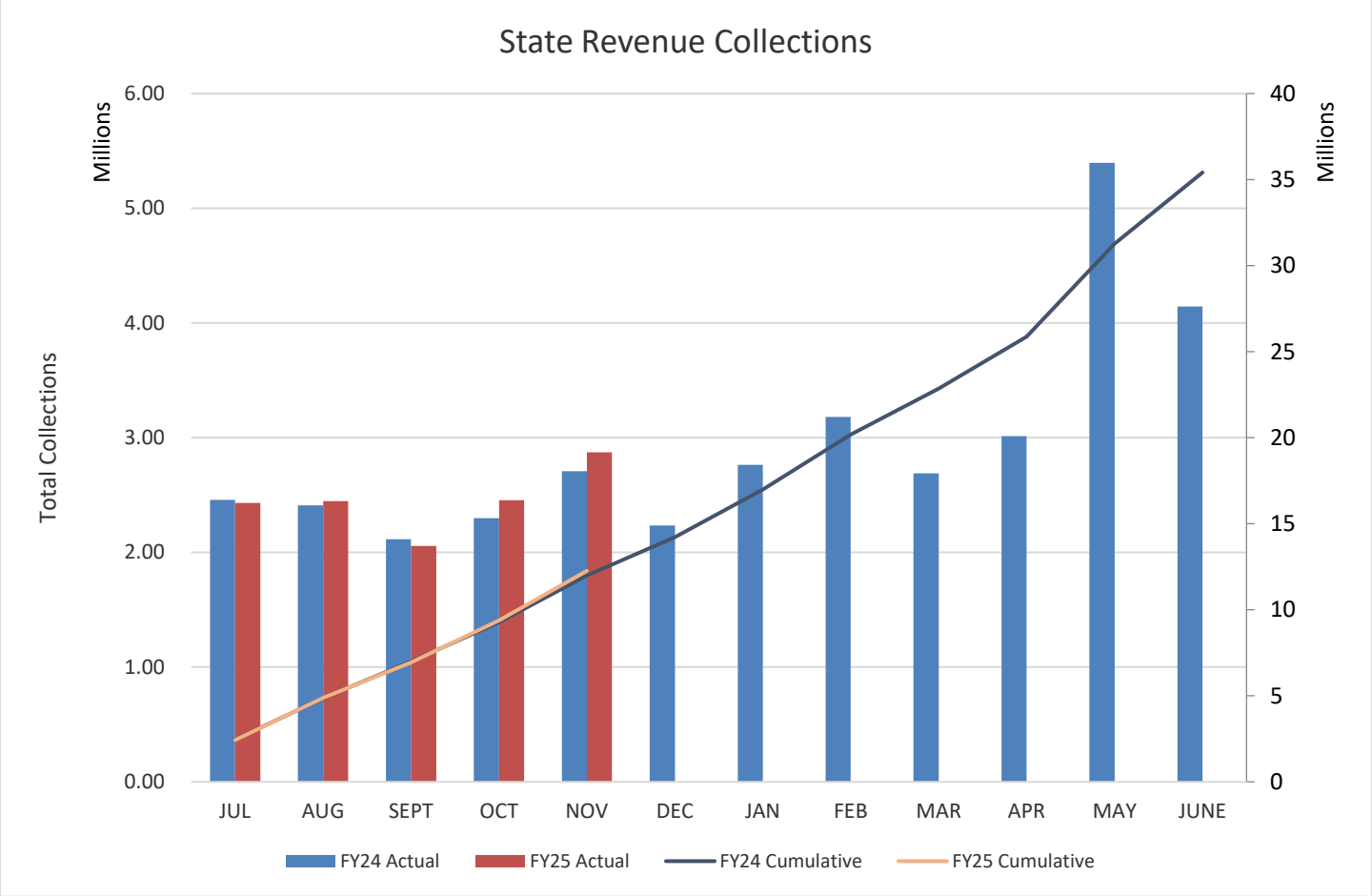
FY25 Local Sales Tax collections were budgeted flat with a 1.5% increase over FY24 projected results. In July, a revised budget was presented to Council that increased the projection by an additional 1.5% ($1m). November 2024 receipts (reflecting September sales) reflect nearly $413k more (7.5% increase) than November 2023 receipts. This revenue shows a $667k (2.2%) increase over budgeted projections.



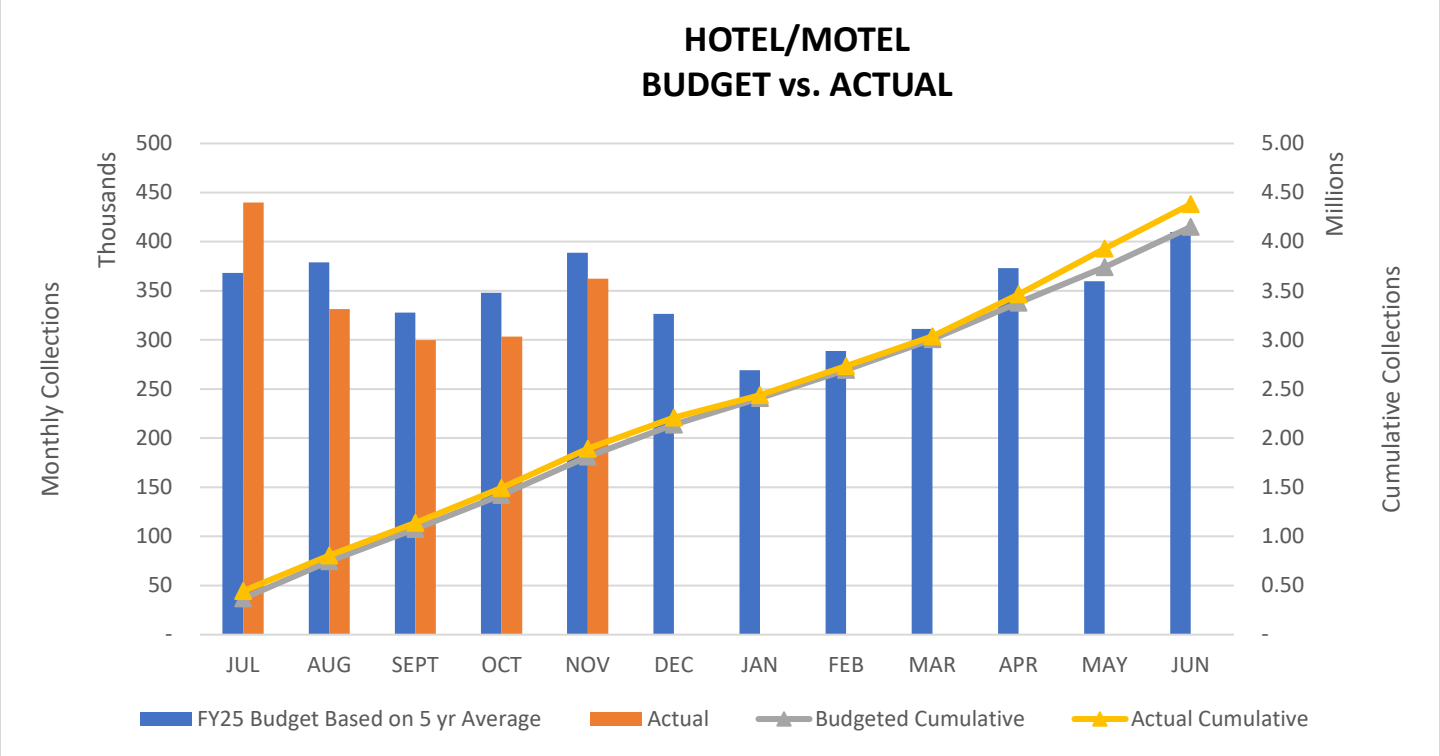
FY25 State Sales Tax collections were budgeted at 1% over FY24. In July, a revised budget was presented to Council that increased the projection by an additional 1% ($190k). November receipts, for September sales, were up 4.7% compared to last year. Cumulatively, this revenue is up 3.2% compared to budget and 3.6% compared to last year.



For November, Sales Tax made up 54% of State revenues. Business Tax receipts made up 4%. State Street Aid (restricted to road improvements) and TVA Gross Receipts taxes each made up 16% of the month's receipts. Mixed Drink tax totaled 4.8% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.

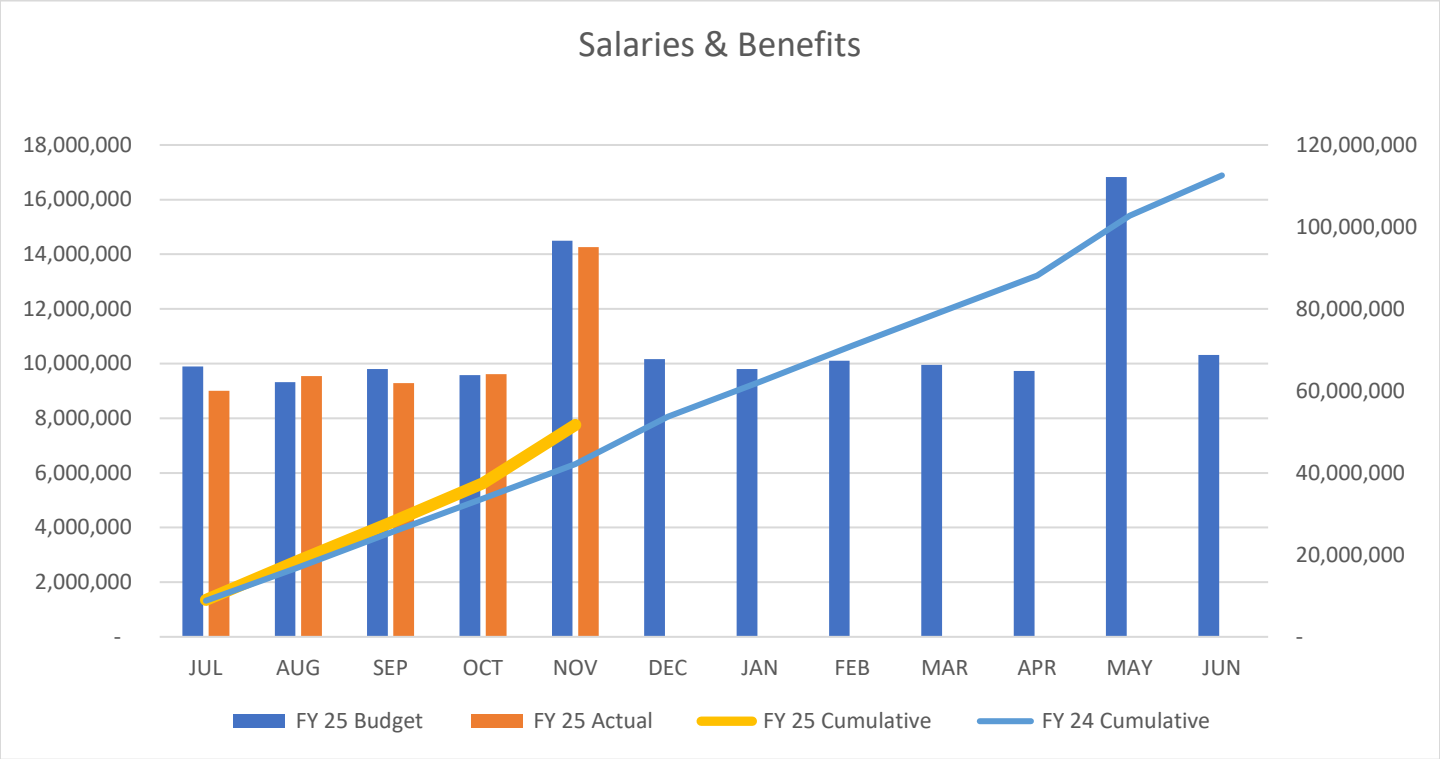


Overall, State Shared Revenue collections showed a 6.1% increase compared to November 2023. Business License (Gross Receipts) Taxes are up 105% ($58k) for the month but down 12% cumulatively. While this tax can fluctuate depending on when returns are filed, there were also changes to the filing requirements that have impacted revenues. Sales Taxes receipts reflect growth of close to 5% as compared to November 2023 and 4% cumulatively. Mixed drink taxes are down 1% for the month and cumulatively. State Street Aid Gas Tax reflects a 4% increase compared to November 2023 and up 1% cumulatively. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.



Due to declining revenue forecasts, FY25 Hotel/Motel Taxes were budgeted 7% lower than the FY24 budget. November results reflect a 7% decrease compared to last year for the month, and a 5% 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.

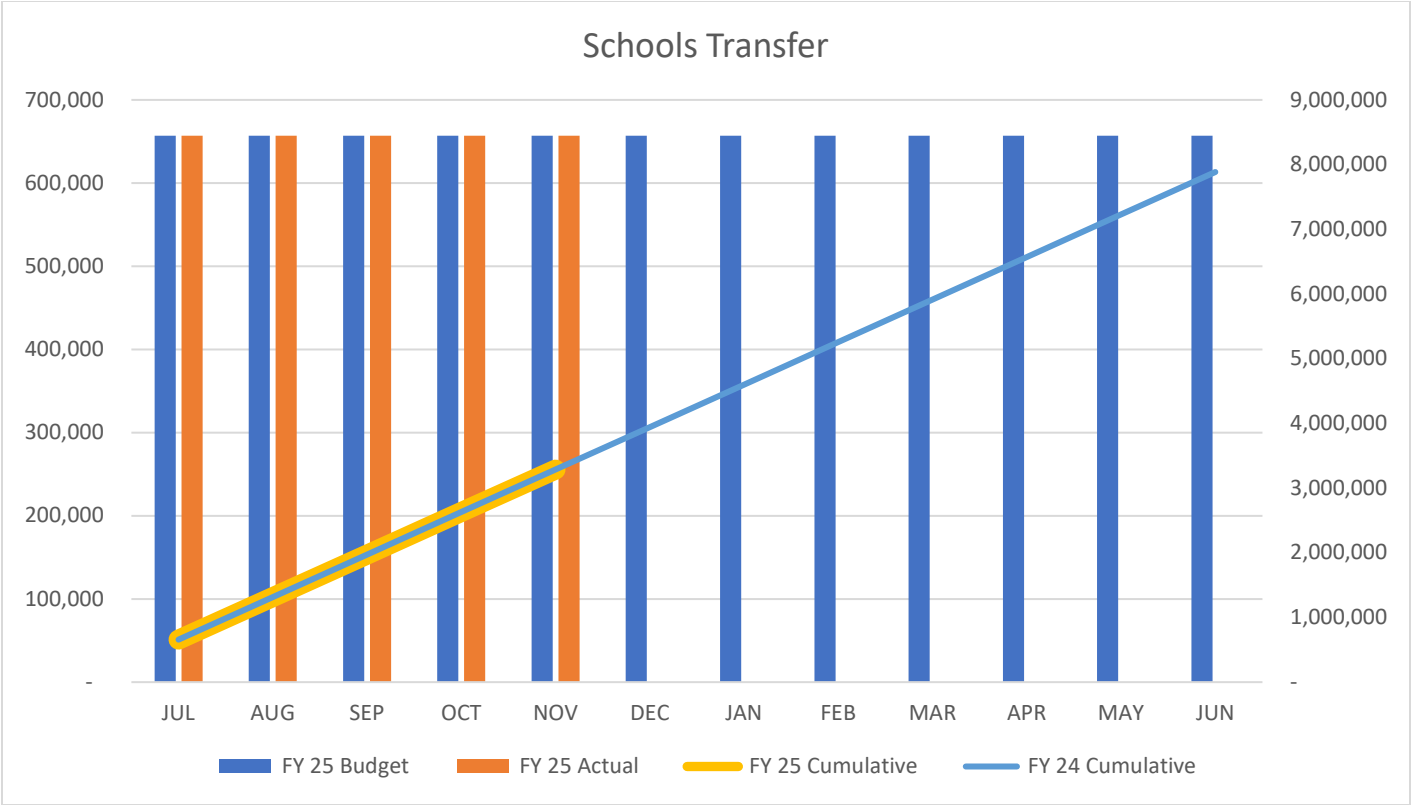
EXPENSES



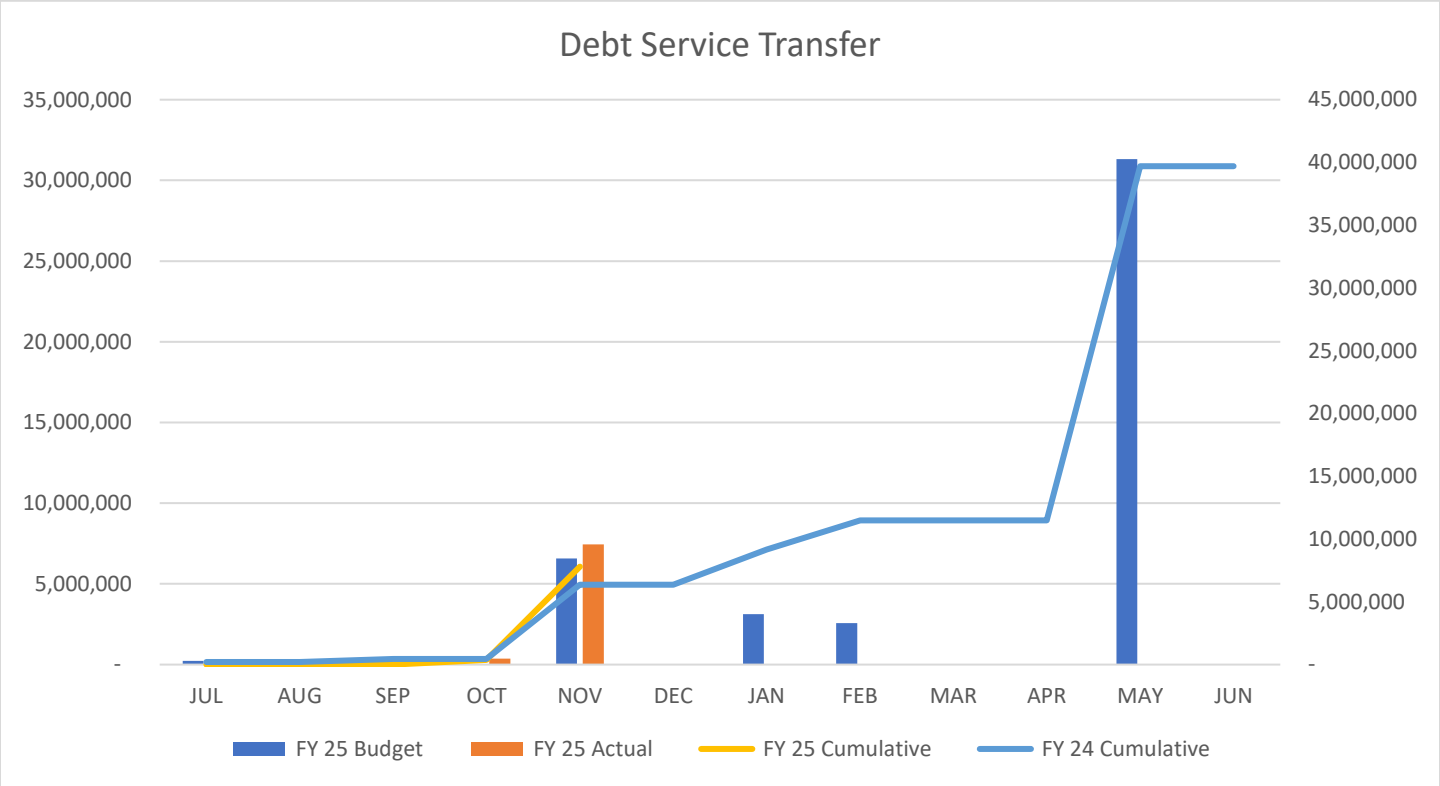
Salaries & Benefits make up 35% of General Fund's budget. The FY25 budget included 40 additional full-time positions, 22 of which are for public safety. Full-time approved positions increased from 1,104 to 1,144 positions.

As of 11/30/24, there were 1,075 filled full-time positions and 69 vacancies. Police had 35 open positions at the end of November, including 28 sworn officer positions, down from 29 open in October.

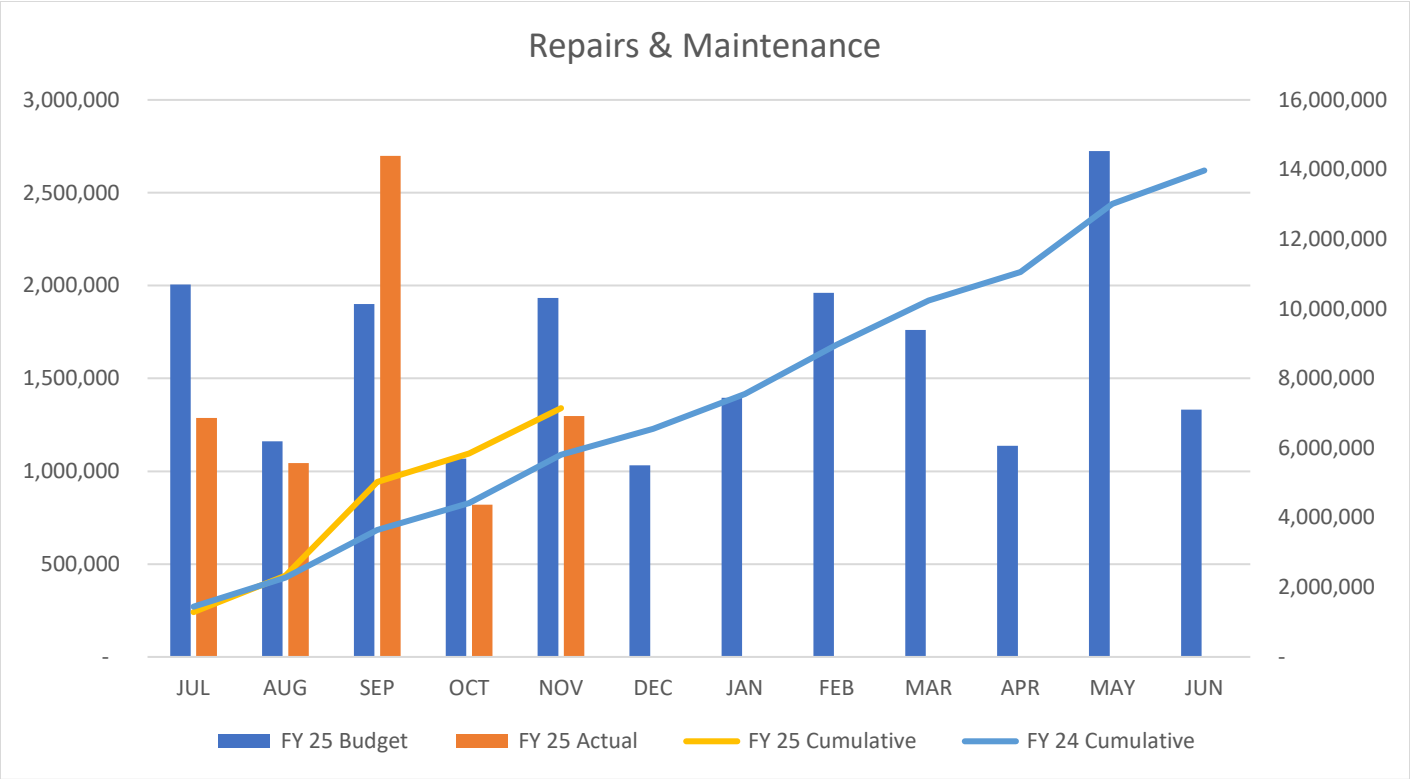
With the City Council's efforts to increase recruitment and retention City-wide, payroll savings (a.k.a. slippage) is steadily decreasing month over month – with November reflecting 2.6% in slippage.



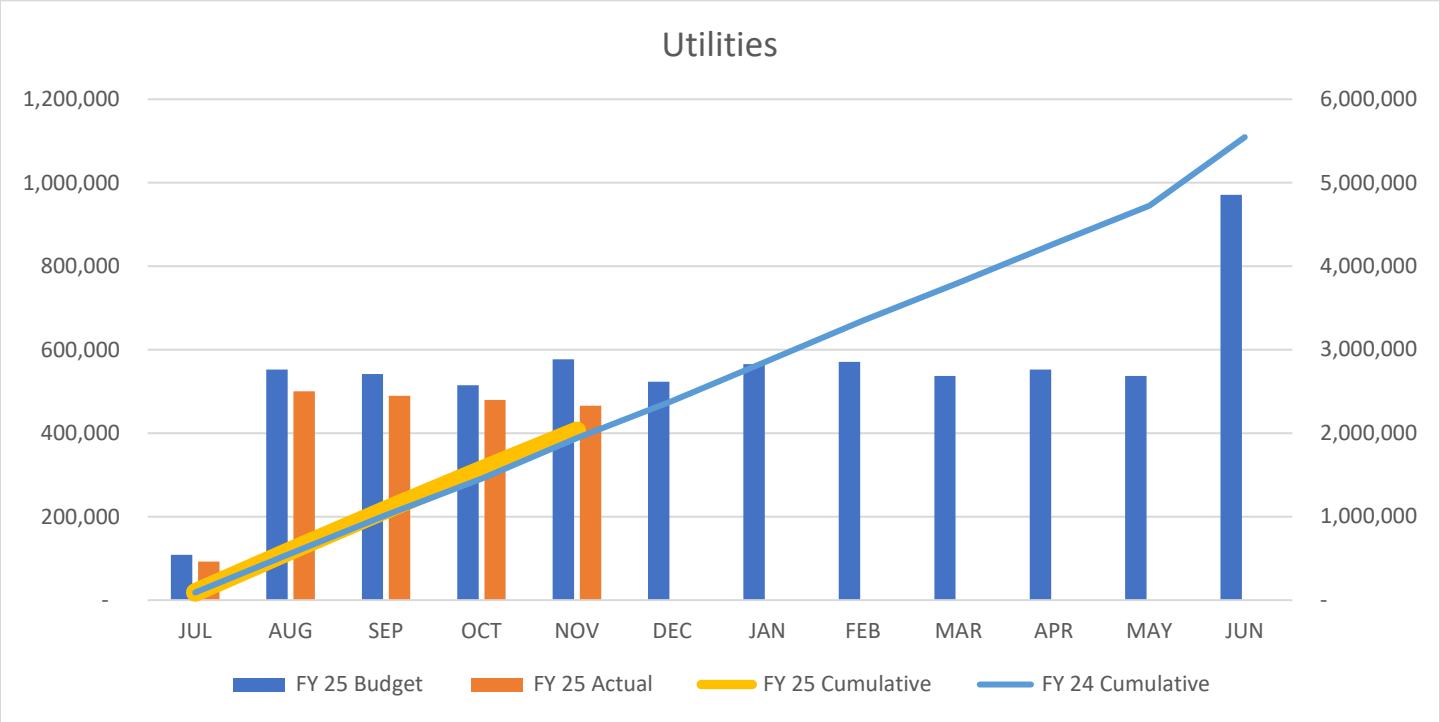
Transfers to City Schools makes up 2% of General Fund's budget. Budgeted Transfers to City Schools is budgeted at $7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



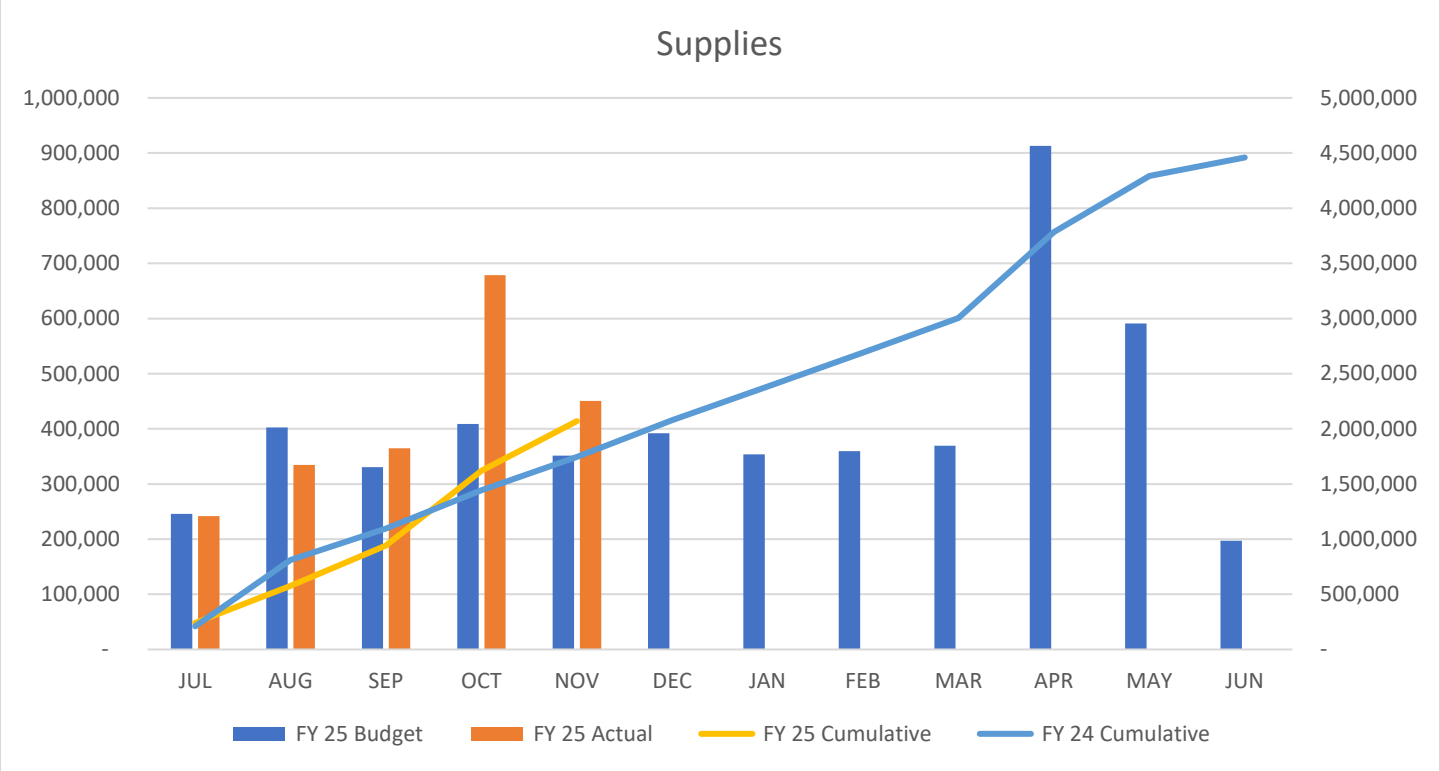
Budgeted Debt Service makes up 12% of General Fund's budget. Council approved a $55m debt issuance in FY24 that has since been updated to a $70m debt issuance which is expected to be issued in later in FY25 or possibly in FY26. The Debt Service budget totals $44.1m which includes debt roll-off of $4.4m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



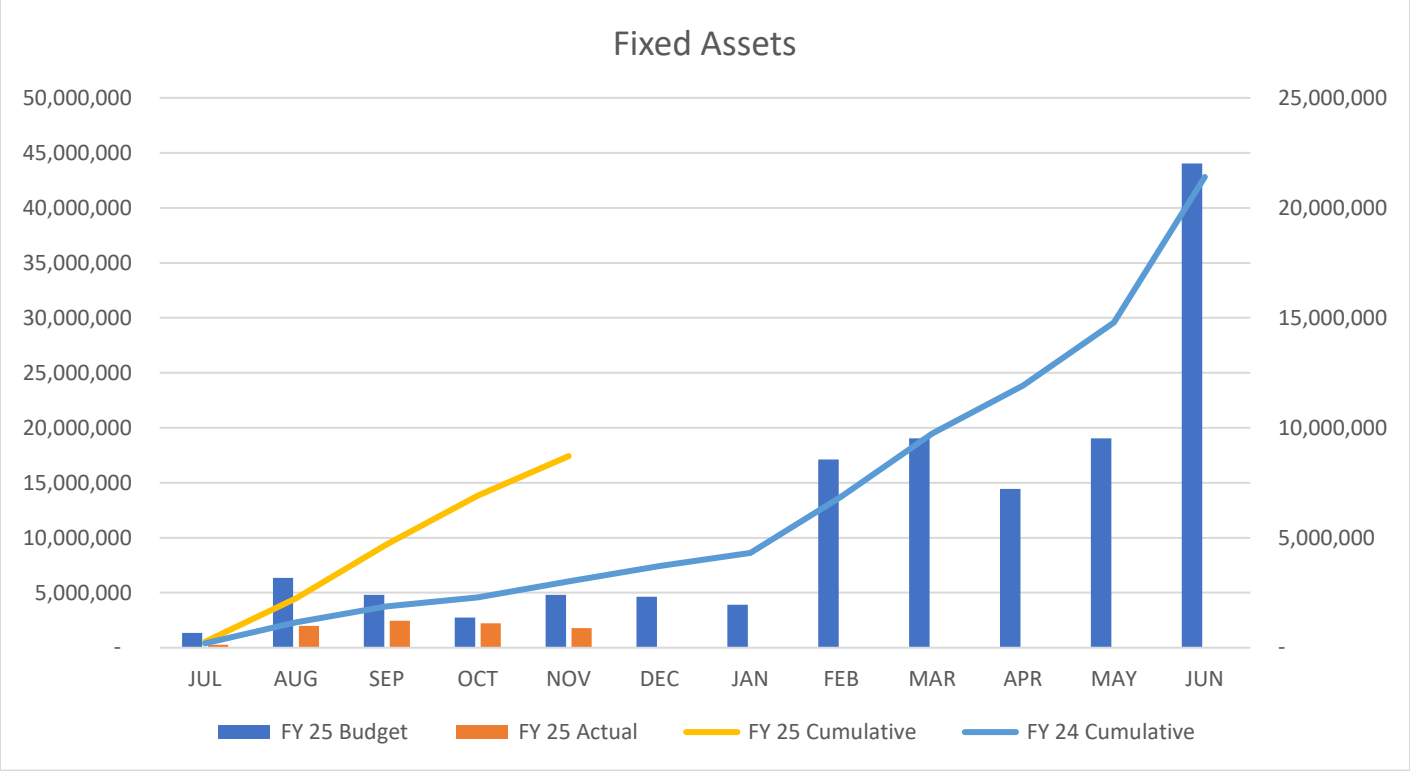
Repairs & Maintenance make up 5% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) ($3.5m), fleet services ($4.6m), and Police R&M for radios, mobile data terminals, etc. ($2.2m). State Street Aid R&M of streets, markings and right of way totals $5.2m. While monthly budgeted amounts are based on last year's actual results, these expenses are seasonal and fluctuate depending on contract timing and timing of repairs. Repair & Maintenance costs are up 23% compared to last year through November. Overall, costs are down 11% compared to budget for the year.



Utilities make up 2% of General Fund's budget. Results are up 4% as compared to FY24 and are running $266k (12%) under budget through November. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Supplies make up 1% of General Fund's budget. Through November, expenses are running 19% over budget and are up 24% over last year.



Fixed Assets make up 32% of General Fund's budget, totaling $117M These items include:

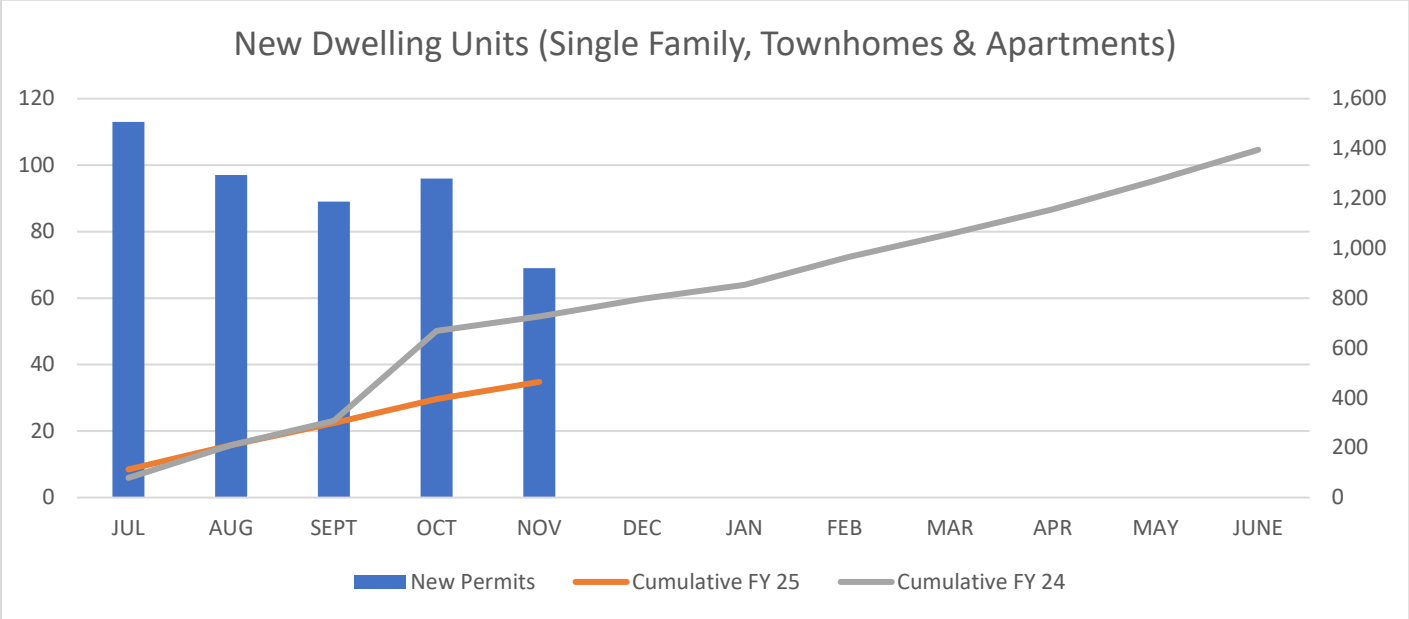
- $39.8m – MED funded Roads
- $6.5 – MED funded Parks
- $14.6m – CIP swap
- $13.1m – FY24 CIP (General Fund funded)
- $14.3m – ARPA funded projects
- $7.2m – Infrastructure for grant & MED funded road construction
- $10m – Transit Facility

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

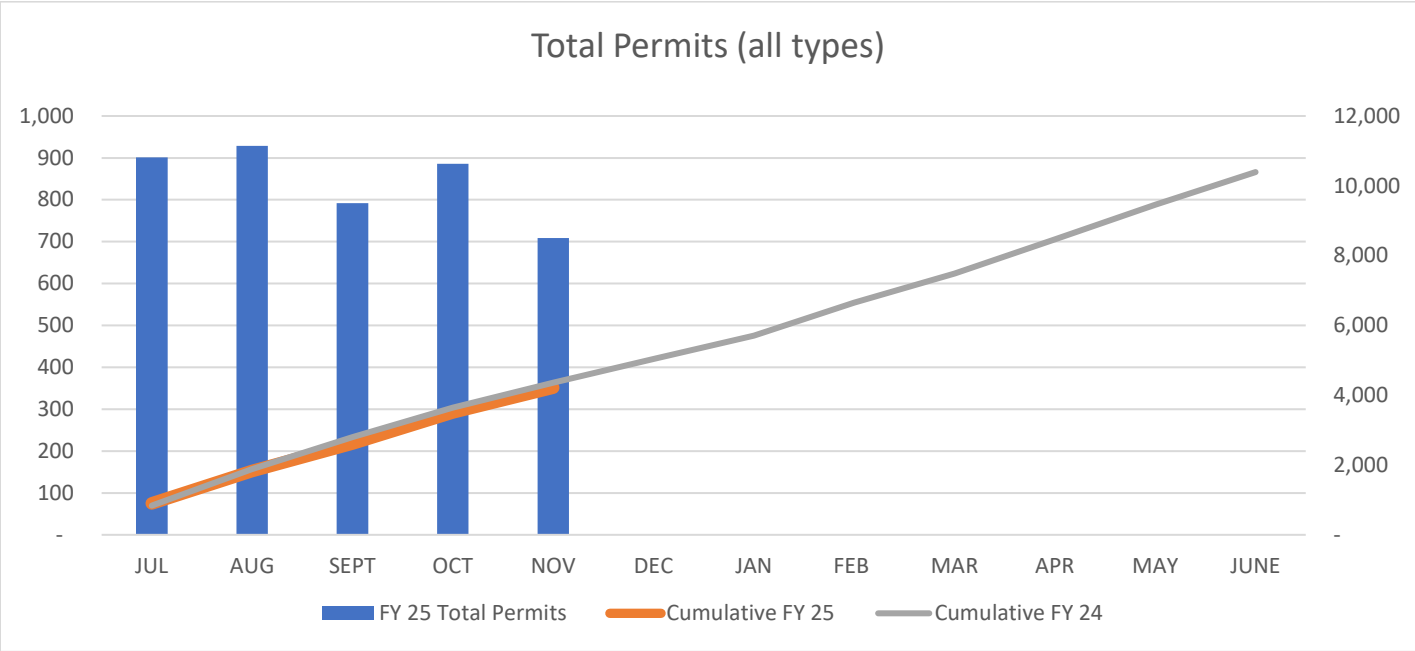
Like Repairs & Maintenance, timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was up 188% compared to last year's expenses through November but down 57% compared to budget.

BUILDING & CODES

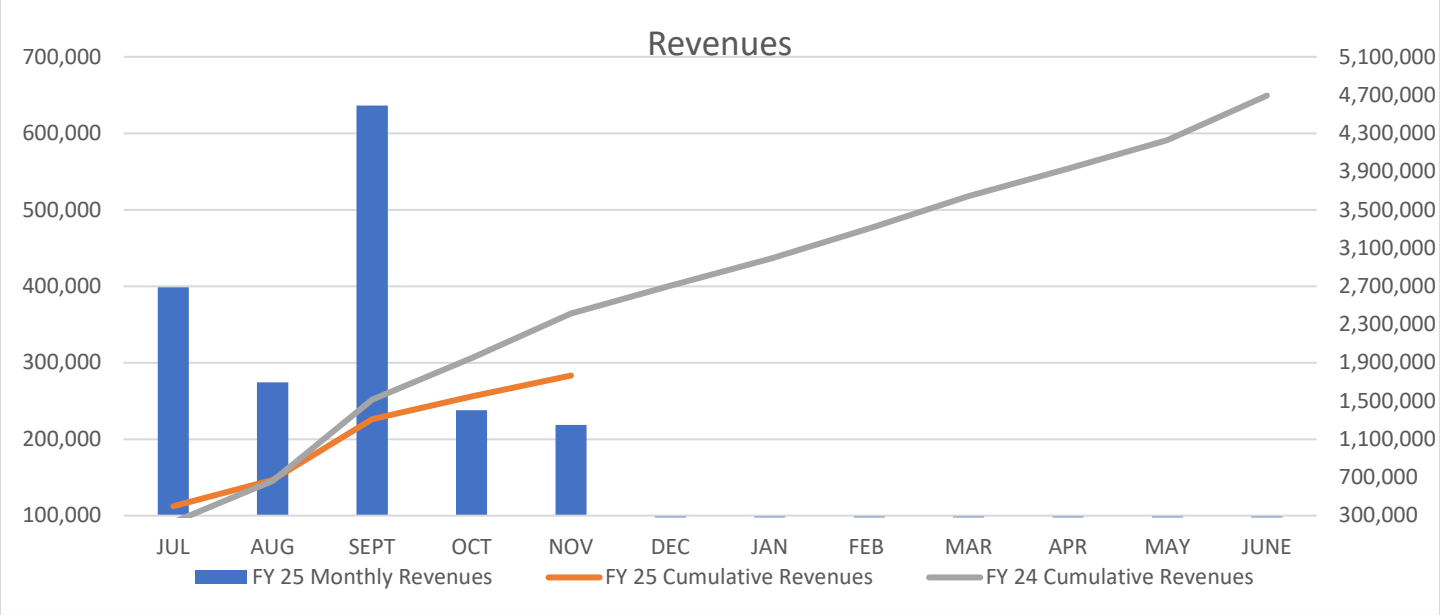
Building & Codes budgeted revenues reflect a 29% increase over the FY24 budget and reflect a 3% increase as compared to FY24's actual results. This is largely due to new commercial activity in FY24 and anticipated in FY25. However, revenues have **dropped** for three consecutive months compared to last year.



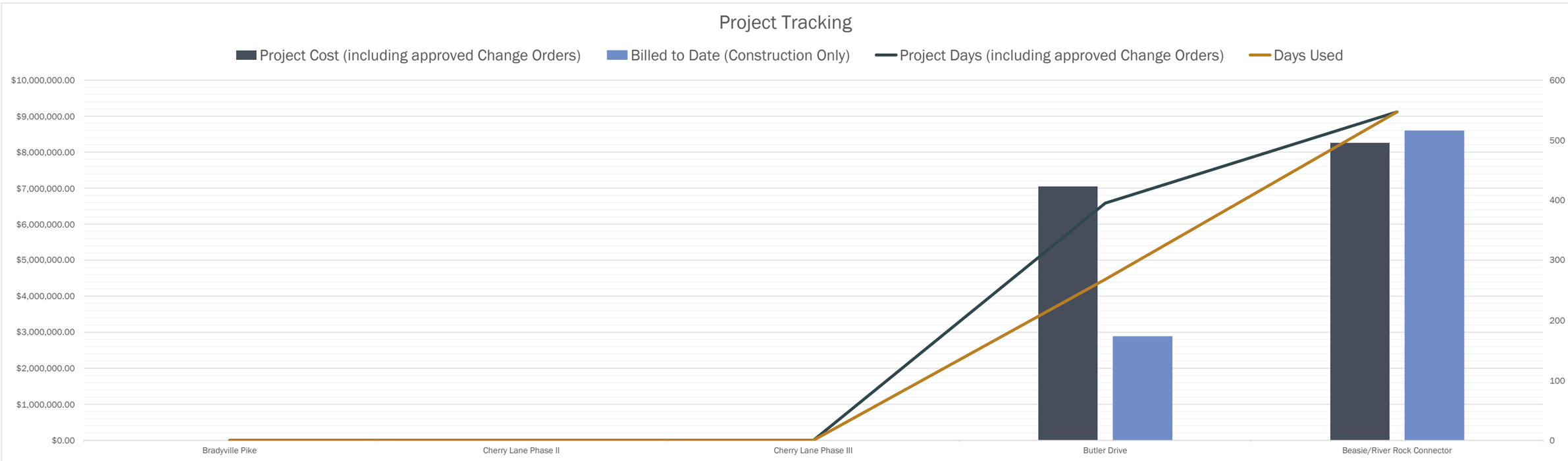
FY25 new dwelling permits reflect a 36% drop compared to last year (last year saw a large apartment complex permit approved). However, November results are up 19% compared to November of last year.



Total permits were trending down from last year by 3.3% through November.



Through November, revenues are down 27% as compared to last year.



	Project Limits									
Project Name	**From**	**To**	**Distance**	**Project Cost (including approved Change Orders)**	**Billed to Date (Construction Only)**	**Project Days (including approved Change Orders)**	**Days Used**	**Percent Days**	**Estimated Substantial Completion**	**N.T.P.**
Bradyville Pike	SE Broad Street	S Rutherford Blvd	**2.10 Miles**	$22,500,000 (Est Cost)	$0.00	0	0	0%		
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	**1.73 Miles**	$26,500,000 (Est Cost)	$0.00	0	0	0%		
Cherry Lane Phase III	Broad Street	Memorial Blvd (231)	**1.10 Miles**	$73,500,000 (Est Cost)	$0.00	0	0	0%		
Butler Drive	1000 Butler Drive	Joe B Jackson	**.88 Miles**	$7,039,011	$2,879,952.46	395	268	68%	2/20/2025	1/22/2024
Beasie/River Rock Connector	River Rock	Beasie Rd	**.3 Miles**	$8,244,535	$8,588,930.11	547	547	100%	8/30/2024	4/7/2023
			Total	**$137,783,546**	**$11,468,883**					

	Project Status / Comments
Cherry Lane Phase II	Field reviews with TDEC and the Corps concerning the new alignment have taken place. Consultant has submitted updated TDEC permits. The EPA has requested additional information concerning the alternatives analysis. Consultant is working on response.
Cherry Lane Phase III	City staff and Volkert continuing to finalize ROW. One tract left to close. Utility coordination is ongoing for the project.
Butler Dr. Realignment	Contractor continues to haul in fill to finalize subgrade and build roadway slopes. Contractor is also working on clearing and grubbing for off site drainage easement to river.
Blackman/Burnt Knob/Manson Intersection	Consultant to submit final construction plans and bid book this week for review. Appraisals on impacted properties are underway.
Medical Center Phase 1	Contractor working on building thrid lane near Chamber of Commerce. They are also working on stamped plazas along Medical Center and installed signal elements at Livy Dearing.
River Rock Beasie Connector	Construction complete. Contractor working on punch list items. Final landscaping to be installed in November.
Rutherford Blvd Extension	Final construction plans are being finalized. Appraisals complete. Right of way acquisition underway.

Project	ROW Updates
Bradyville Pike	95% of ROW Acquisition completed.
Cherry Lane Phase III	Volkert continuing ROW acquisition. One tract left going to condemnation.
Rutherford Blvd Extension	Appraisals complete. Staff reviewing.

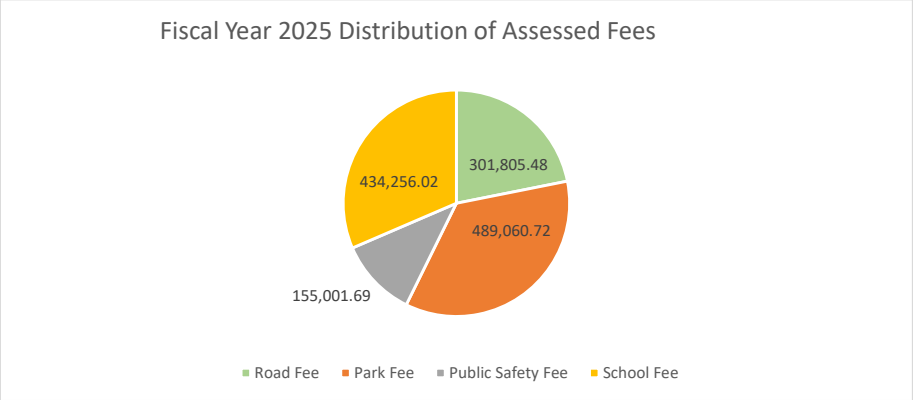
Impact Fee Report for New Development in the City of Murfreesboro

Month of November 2024

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	313,251.49	68,501.86	111,003.79	35,181.25	98,564.59
SFR-Townhomes	-	-	-	-	-
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	40,994.50	27,066.21	-	13,928.29	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
Total	**354,245.99**	**95,568.07**	**111,003.79**	**49,109.54**	**98,564.59**

Fiscal Year 2025 to Date

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	1,380,123.91	301,805.48	489,060.72	155,001.69	434,256.02
SFR-Townhomes	-	-	-	-	-
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	94,237.05	62,219.07	-	32,017.98	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
Total	**1,474,360.96**	**364,024.55**	**489,060.72**	**187,019.67**	**434,256.02**



COUNCIL COMMUNICATION

Meeting Date: 1/9/2025

Item Title: November 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

FY25 Cash Flow Statement (November 2024)

FY25 Revenue and Expenditure Budget Comparison Reports (November 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

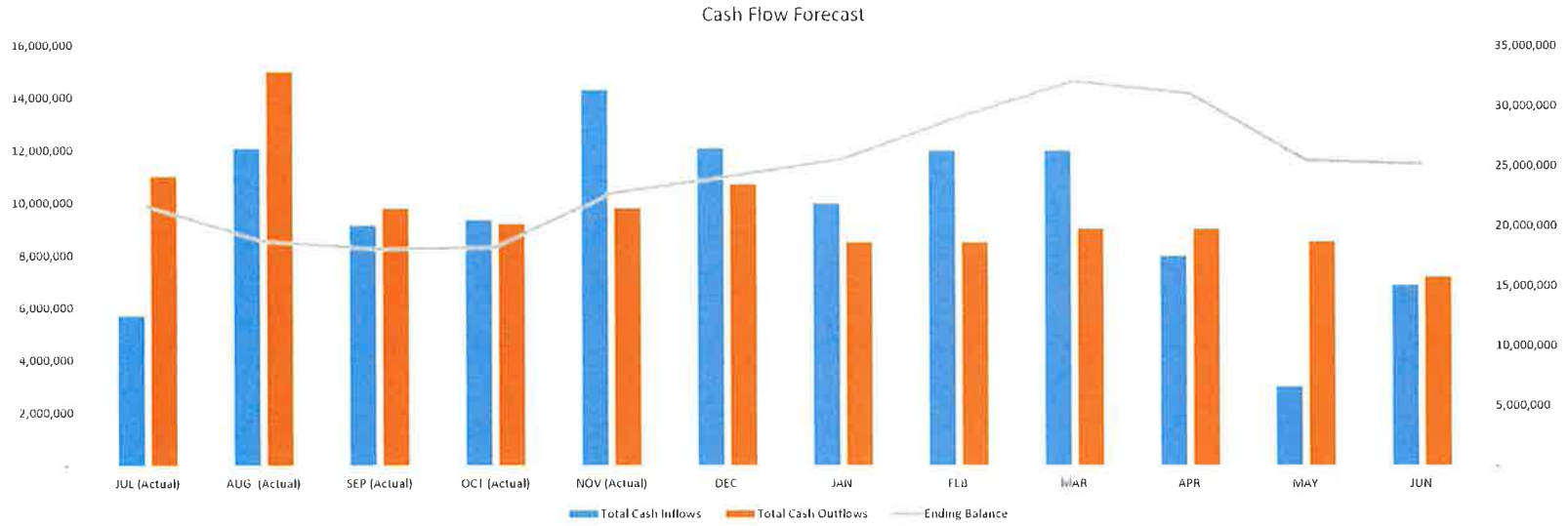
November 2024 MCS Cash Flow Statement

November 2024 MCS Revenue and Expenditure Budget Comparison Reports

Cash Flow Forecast Schedule ** **City or Town of:** **Murfreesboro**
FY 2025-General Purpose

Fund Name	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cash Receipts	$ 5,703,038	$ 12,080,205	$ 9,148,640	$ 9,368,898	$ 14,317,269	$ 12,100,622	$ 10,000,000	$ 12,000,000	$ 12,000,000	$ 8,000,000	$ 3,000,000	$ 6,901,535	$ 114,620,206
Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	5,703,038	12,080,205	9,148,640	9,368,898	14,317,269	12,100,622	10,000,000	12,000,000	12,000,000	8,000,000	3,000,000	6,901,535	114,620,206
Beg Cash Bal	26,975,782	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,098,396	25,582,845	29,067,294	32,051,743	31,036,192	25,489,652	
Available Cash	32,678,820	33,723,591	27,873,516	27,433,793	32,541,721	34,827,343	34,098,396	37,582,845	41,067,294	40,051,743	34,036,192	32,391,187	
Cash Payments	$ 11,019,884	$ 14,983,164	$ 9,793,070	$ 9,193,790	$ 9,799,448	$ 10,713,397	$ 8,500,000	$ 8,500,000	$ 9,000,000	$ 9,000,000	$ 8,500,000	$ 7,198,478	116,201,230
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	46,540	15,551	217,601
Total Cash Outflows	11,035,435	14,998,715	9,808,621	9,209,341	9,814,999	10,728,948	8,515,551	8,515,551	9,015,551	9,015,551	8,546,540	7,214,029	116,418,831
Ending Balance	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,098,396	25,582,845	29,067,294	32,051,743	31,036,192	25,489,652	25,177,158	
Cash Inflows - Outflows	**$ (5,332,397)**	**$ (2,918,509)**	**$ (659,981)**	**$ 159,557**	**$ 4,502,270**	**$ 1,371,674**	**$ 1,484,449**	**$ 3,484,449**	**$ 2,984,449**	**$ (1,015,551)**	**$ (5,546,540)**	**$ (312,494)**	**$ (1,798,624)**

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



COMPARISON OF BUDGET TOTALS
July 1, 2024 Through November 30, 2024

TOTAL INCOME 7/1/24 - 11/30/24	$	35,360,955
TOTAL EXPENSES 7/1/24 - 11/30/24		39,056,901
NET INCOME 11/30/24	$	(3,695,946)

NOVEMBER 2024

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	797,522	(14,202,478)	5.3%	15,000,000	879,417	(14,120,583)	5.9%
2	40210-Local Option Sales Tax	14,300,000	4,252,699	(10,047,301)	29.7%	16,700,000	4,521,926	(12,178,074)	27.1%
3	40000-41110-Other County Rev	1,761,800	545,210	(1,216,590)	30.9%	1,972,000	482,760	(1,489,240)	24.5%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	375,872	(800,054)	32.0%	711,547	688,845	(22,702)	96.8%
	SUBTOTAL LOCAL REVENUE	$ 32,237,726	$ 5,971,303	$ (26,266,423)		$ 34,383,547	$ 6,572,948	$ (27,810,599)	
5	46310-Project Diabetes Grant	93,900	-	(93,900)	0.0%	126,700	-	(126,700)	0.0%
6	46510-TISA	59,992,037	23,687,898	(36,304,139)	39.5%	63,477,651	25,267,078	(38,210,573)	39.8%
7	46515-Early Childhood Ed. (VPK Grant)	1,326,895	171,555	(1,155,340)	12.9%	1,500,605	100,253	(1,400,352)	6.7%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46610-Career Ladder Program	57,146	36,640	(20,506)	64.1%	51,000	28,972	(22,028)	56.8%
10	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Gran	768,542	-	(768,542)	0.0%	150,000	-	(150,000)	0.0%
	SUBTOTAL STATE REVENUES	*$ 64,090,429*	*$ 23,896,093*	*$ (40,194,336)*		*$ 65,305,956*	*$ 25,396,303*	*$ (39,909,653)*	
13	47000- Federal Funds	274,582	-	(274,582)	0.0%	24,000	-	(24,000)	0.0%
	SUBTOTAL FEDERAL REVENUES	*$ 274,582*	*$ -*	*$ (274,582)*		*$ 24,000*	*$ -*	*$ (24,000)*	
14	49100-49800 Insurance Recovery/Indirect Costs	460,000	21,078	(438,922)	4.6%	195,000	-	(195,000)	0.0%
15	49810-City of Murfreesboro Allocation	7,885,103	3,285,460	(4,599,643)	41.7%	7,885,103	3,285,460	(4,599,643)	41.7%
16	49820-City TN All Corp Grant	165,435	38,436	(126,999)	23.2%	156,000	106,244	(49,756)	68.1%
	SUBTOTAL OPERATING TRANSFERS	*$ 8,510,538*	*$ 3,344,974*	*$ (5,165,564)*		*$ 8,236,103*	*$ 3,391,704*	*$ (4,844,399)*	
	TOTAL REVENUES	***$ 105,113,275***	***$ 33,212,370***	***$ (71,900,905)***	***31.6%***	***$ 107,949,606***	***$ 35,360,955***	***$ (72,588,651)***	***32.8%***

YEAR-TO-DATE EXPENDITURE COMPARISON

NOVEMBER 2024

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	**71100-Reg. Instruction**	57,249,035	18,897,351	(38,351,684)	33.0%	59,643,455	$ 20,165,016	(39,478,439)	33.8%
2	**71200-Sp. Ed. Instruction**	12,674,470	3,936,141	(8,738,329)	31.1%	13,434,803	4,384,067	(9,050,736)	32.6%
3	**71400-Student Body Ed.**	-	-	-	N/A	-	-	-	N/A
4	**72110-Attendance**	160,965	64,444	(96,521)	40.0%	180,600	72,539	(108,061)	40.2%
5	**72120-Health Services**	1,098,216	298,111	(800,105)	27.1%	1,214,210	343,621	(870,589)	28.3%
6	**72130-Guidance**	3,623,785	1,276,302	(2,347,483)	35.2%	4,185,125	1,463,367	(2,721,758)	35.0%
7	**72210-Reg. Instr. Support**	2,548,064	916,532	(1,631,532)	36.0%	2,699,349	1,087,170	(1,612,179)	40.3%
8	**72220-Sp. Ed. Support**	1,999,863	617,553	(1,382,310)	30.9%	2,087,055	750,699	(1,336,356)	36.0%
9	**72250-Technology**	2,674,265	1,105,638	(1,568,627)	41.3%	2,568,810	1,259,628	(1,309,182)	49.0%
10	**72310-Bd. Of Education**	1,966,681	969,855	(996,826)	49.3%	2,051,595	1,050,113	(1,001,482)	51.2%
11	**72320-Office of Supt.**	440,109	161,872	(278,237)	36.8%	471,438	175,454	(295,984)	37.2%
12	**72410-Office of Principal**	5,703,089	2,080,239	(3,622,850)	36.5%	6,020,570	2,248,873	(3,771,697)	37.4%
13	**72510-Fiscal Services**	886,045	389,187	(496,858)	43.9%	861,755	392,471	(469,284)	45.5%
14	**72520-Personnel Services**	594,415	247,767	(346,648)	41.7%	596,835	262,571	(334,264)	44.0%
15	**72610-Oper. Of Plant**	6,402,482	2,117,366	(4,285,116)	33.1%	6,327,847	2,140,545	(4,187,302)	33.8%
16	**72620-Maint. Of Plant**	4,608,543	1,109,493	(3,499,050)	24.1%	3,240,580	1,019,588	(2,220,992)	31.5%
17	**72710-Pupil Transp.**	4,544,354	1,430,203	(3,114,151)	31.5%	5,096,885	1,613,581	(3,483,304)	31.7%
18	**73300-Community Service**	522,655	157,641	(365,014)	30.2%	495,605	163,726	(331,879)	33.0%
19	**73400-Early Childhood Educ.**	1,108,368	347,462	(760,906)	31.3%	1,142,547	368,021	(774,526)	32.2%
20	**76100-Reg. Cap. Outlay**	171,872	135,669	(36,203)	78.9%	222,919	18,095	(204,824)	8.1%
21	**82130-Education Debt Serv.**	-	-	-	N/A	-	-	-	N/A
22	**99100-Operating Transfers**	217,610	77,755	(139,855)	35.7%	217,601	77,755	(139,846)	35.7%
	TOTALS	***109,194,886***	***36,336,581***	***$ (72,858,305)***	***33.3%***	***112,759,584***	***39,056,901***	***$ (73,702,683)***	***34.6%***

No Items.